



BOARD AGENDA

Orange County Transportation Authority Board Meeting
Orange County Transportation Authority Headquarters
Board Room - Conference Room 07-08
550 South Main Street
Orange, California
Monday, October 11, 2021 at 9:00 a.m.

Any person with a disability who requires a modification or accommodation in order to participate in this meeting should contact the Orange County Transportation Authority (OCTA) Clerk of the Board, telephone (714) 560 5676, no less than two (2) business days prior to this meeting to enable OCTA to make reasonable arrangements to assure accessibility to this meeting.

Agenda Descriptions

Agenda descriptions are intended to give members of the public a general summary of items of business to be transacted or discussed. The posting of the recommended actions does not indicate what action will be taken. The Committee may take any action which it deems to be appropriate on the agenda item and is not limited in any way by the notice of the recommended action.

Public Availability of Agenda Materials

All documents relative to the items referenced in this agenda are available for public inspection at www.octa.net or through the Clerk of the Board's office at the OCTA Headquarters, 600 South Main Street, Orange, California.

Guidance for Public Access to the Board of Directors/Committee Meeting

On September 16, 2021, Governor Gavin Newsom signed into law AB-361 authorizing a local legislative body to hold public meetings via teleconferencing and make public meetings accessible telephonically or electronically to all members of the public due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19).

Members of the public can listen to AUDIO live streaming of the Board and Committee meetings by clicking the below link:

<http://www.octa.net/About-OCTA/Who-We-Are/Board-of-Directors/Live-and-Archived-Audio/>



BOARD AGENDA

Guidance for Public Access to the Board of Directors/Committee Meeting (Continued):

Members of the public may address the Board of Directors regarding any item two ways:

Real-Time Comment

To provide a real-time public comment during the meeting, please access the Zoom at:

<https://us02web.zoom.us/j/82173189650>

Dial-In: 669-900-6833
Webinar ID: 821 7318 9650

Speakers will be recognized by the Chairman at the time the agenda item is to be considered. A speaker's comments shall be limited to three minutes. Anyone causing disruption can be removed from the meeting at the discretion of the Chair.

Written Comment

Written public comments may also be submitted by emailing them to ClerkOffice@octa.net, and must be sent **90 minutes prior to the start time of the meeting**. If you wish to comment on a specific agenda item, please identify the item number in your email. All public comments that are timely received will be part of the public record and distributed to the Board. Public comments will be made available to the public upon request.

Call to Order

Roll Call

Invocation

Director Jones

Pledge of Allegiance

Director Muller

Special Calendar

There are no Special Calendar matters.



BOARD AGENDA

Consent Calendar (Items 1 through 9)

All matters on the Consent Calendar are to be approved in one motion unless a Board Member or a member of the public requests separate action on a specific item.

Orange County Transportation Authority Consent Calendar Matters

1. Approval of Minutes

Approval of the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of September 27, 2021.

2. Ralph M. Brown Act Board of Directors Resolution for Teleconference Meetings

Andrea West/Jennifer L. Bergener

Overview

The Orange County Transportation Authority Board of Directors holds regular meetings to effect business and act on measures related to its programs, projects, and services. In order to comply with new provisions related to the Ralph M. Brown Act, a resolution must be adopted.

Recommendation

Adopt Board of Directors Resolution 2021-084.

3. Coronavirus Update

Darrell E. Johnson

Overview

The Orange County Transportation Authority continues to take proactive measures in response to the impacts of the coronavirus pandemic in relation to transportation services, programs, and projects. The response efforts are centered around agency core values, helping to ensure the health and safety of the public and employees while continuing to provide essential transportation services and deliver critical infrastructure improvements. An overview and update on these efforts is presented.



BOARD AGENDA**3. (Continued)****Recommendation**

Receive and file as an information item.

4. Orange County Transportation Authority Investment and Debt Programs Report - August 2021

Robert Davis/Andrew Oftelie

Overview

The Orange County Transportation Authority has a comprehensive investment and debt program to fund its immediate and long-term cash flow demands. Each month, the Treasurer submits a report detailing investment allocation, performance, compliance, outstanding debt balances, and credit ratings for the Orange County Transportation Authority's debt program. This report is for the month ending August 31, 2021.

Recommendation

Receive and file as an information item.

5. South Orange County Transportation Projects Update and Cooperative Agreement

Gregory Nord/Kia Mortazavi

Overview

In April 2020, the Board of Directors directed staff to work with local agencies to advance project development efforts in south Orange County for a non-tolled extension of Los Patrones Parkway, widening a portion of Ortega Highway, and an extension of the Interstate 5 high-occupancy vehicle lane. Through a collaborative transportation planning process, a cooperative agreement supporting these projects has been developed. A status report on these three key projects is provided, as well as an overview of the cooperative agreement.



BOARD AGENDA**5. (Continued)****Recommendation**

Authorize the Chief Executive Officer, or his designee, to execute a cooperative agreement with the County of Orange and the City of San Clemente to work cooperatively on south Orange County regional transportation solutions.

6. 2021 Pavement Management Relief Funding Program for Local Agencies

Heidi Busslinger/Kia Mortazavi

Overview

The Coronavirus Response and Relief Supplemental Appropriations Act appropriated funding for Highway Infrastructure Programs to mitigate revenue loss due to the coronavirus pandemic. The Orange County Transportation Authority is authorized by the California Transportation Commission to direct the utilization of a portion of these funds. Recommendations are presented to allocate a portion of these funds to local agencies for streets and roads rehabilitation and maintenance.

Recommendations

- A. Approve the 2021 Pavement Management Relief Funding program guidelines and distribution of \$10.931 million federal funding.
- B. Authorize staff to make all necessary amendments to the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the recommendations above.



BOARD AGENDA**Orange County Local Transportation Authority Consent Calendar Matters****7. Cooperative Agreement with the California Department of Transportation for the Interstate 605/Katella Avenue Interchange Project**

Josue Vaglienty/James G. Beil

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the California Department of Transportation to define roles, responsibilities, and funding obligations for right-of-way support services, right-of-way engineering, right-of-way acquisition, and utility relocation for the Interstate 605/Katella Avenue interchange project.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-2809 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$2,520,200, for right-of-way support services, right-of-way acquisition, and utility relocations for the Interstate 605/ Katella Avenue interchange project.
- B. Authorize the use of up to \$2,520,200 in Measure M2 Freeway funds for right-of-way capital and right-of-way support services for the Interstate 605/Katella Avenue interchange project.
- C. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.



BOARD AGENDA

8. Amendment to Cooperative Agreement with the City of Seal Beach for the Interstate 405 Improvement Project

Jeff Mills/James G. Beil

Overview

On May 9, 2016, the Orange County Transportation Authority Board of Directors approved Cooperative Agreement No. C-6-1126 with the City of Seal Beach for services required during the design-build implementation of the Interstate 405 Improvement Project. The cooperative agreement needs to be amended for additional city support services during the construction of the Interstate 405 Improvement Project.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-6-1126 between the Orange County Transportation Authority and the City of Seal Beach, in the amount of \$370,000, for additional services for the Interstate 405 Improvement Project. This will increase the maximum obligation of the cooperative agreement to a total value of \$740,600.

9. Approval to Release Request for Proposals for the OC Streetcar Ticket Vending Machines

Sam Kaur/Andrew Oftelie

Overview

Staff is requesting Board of Directors' approval to release a request for proposals for the development, construction, implementation, and operations and maintenance of the OC Streetcar ticket vending machines system. A draft request for proposals has been developed, including proposed evaluation criteria and weightings, to support the procurement process.

Recommendations

- A. Approve the release of Request for Proposals 1-3279 to select a firm to provide the development, construction, and implementation, as well as the operations and maintenance of the OC Streetcar ticket vending machines for a five-year initial term with one, five-year option term.



BOARD AGENDA

9. (Continued)

- B. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3279 for the development, construction, and implementation, as well as the operations and maintenance of the OC Streetcar ticket vending machines.

Regular Calendar

Orange County Local Transportation Authority Regular Calendar Matters

- 10. Measure M2 Next 10 Delivery Plan: Market Conditions Key Indicators Analysis Forecast**
Francesca Ching/Kia Mortazavi

Overview

At the direction of the Board of Directors, the Orange County Transportation Authority monitors construction market conditions. Annually, a report on Market Conditions Key Indicators Analysis and Forecast is presented to the Board of Directors to provide insight into potential project delivery cost drivers that could affect the Measure M2 Next 10 Delivery Plan. The last effort was presented to the Board of Directors on November 9, 2020. An updated forecast has been prepared and a presentation on the results of this effort is provided.

Recommendation

Continue to monitor market conditions key indicators and provide updates to the Board of Directors as appropriate.

Discussion Items

- 11. Public Comments**

At this time, members of the public may address the Board of Directors regarding any items within the subject matter jurisdiction of the Board of Directors, but no action may be taken on off agenda items unless authorized by law. Comments shall be limited to three (3) minutes per speaker, unless different time limits are set by the Chairman subject to the approval of the Board of Directors.



BOARD AGENDA

- 12. Chief Executive Officer's Report**
- 13. Directors' Reports**
- 14. Closed Session**

A Closed Session will be held as follows:

- A. Pursuant to Government Code Section 54956.9 - Conference with General Counsel Potential Litigation - One Matter.
 - B. Pursuant to Government Code Section 54957.6 to discuss negotiations with Teamsters Local 952 regarding the coach operators. The lead negotiator for the Orange County Transportation Authority is Maggie McJilton, Executive Director of Human Resources and Organizational Development, and Teamsters Local 952 representative.
 - C. Pursuant to Government Code 54957.6 to discuss collective bargaining agreement negotiations with the Transportation Communications International Union regarding the parts/stock room clerks and facilities maintenance employee unit. The lead negotiator for the Orange County Transportation Authority is Maggie McJilton, Executive Director of Human Resources and Organizational Development, and Transportation Communications International Union representative.
- 15. Appeal to the Board of Directors to Protest Proposed Award of Contract: Request for Proposals 0-2690 Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County**
Pia Veesapen/Andrew Oftelie

Overview

The Orange County Transportation Authority has established a protest process as part of the Board of Directors-adopted Procurement Policy, which allows a proposer to appeal a contract award decision. A protest of the award of the contract for Request for Proposals 0-2690 Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County has been escalated pursuant to the Procurement Policy to the Board of Directors for its consideration and decision.



BOARD AGENDA**15. (Continued)****Recommendation**

Rule on the protest from WSP USA Services, Inc., and provide whatever remedies that deems appropriate in its sole and absolute discretion.

16. Adjournment

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, October 25, 2021** at the Orange County Transportation Authority Headquarters, Board Room - Conference Room 07-08, 550 South Main Street, Orange, California.

MINUTES

Board of Directors' Meeting

Call to Order

The Monday, September 27, 2021, regular meeting of the Orange County Transportation Authority (OCTA) and affiliated agencies was called to order by Vice Chairman Murphy at 9:01 a.m. at the OCTA Headquarters, 550 South Main Street, Board Room – Conference Room 07-08, Orange, California.

Roll Call

Gina Ramirez, Clerk of the Board, Senior (COBS), conducted an attendance Roll Call and announced a quorum of the Board of Directors (Board) as follows:

Via Teleconference: Mark A. Murphy, Vice Chairman
Lisa A. Bartlett
Doug Chaffee
Barbara Delgleize
Katrina Foley
Brian Goodell
Patrick Harper
Michael Hennessey
Gene Hernandez
Steve Jones
Joseph Muller
Tam Nguyen
Vicente Sarmiento
Tim Shaw
Harry S. Sidhu
Donald P. Wagner
Ryan Chamberlain

Directors Absent: Andrew Do, Chairman

Staff Present: Darrell E. Johnson, Chief Executive Officer
Gina Ramirez, Clerk of the Board Specialist, Senior
Allison Cheshire, Clerk of the Board Specialist, Senior
James Donich, General Counsel

Invocation

Director Hennessey gave the Invocation.

Pledge of Allegiance

Director Harper led the Pledge of Allegiance.

Special Calendar

There were no Special Calendar matters.

Consent Calendar (Items 1 through 14)

Vice Chairman Murphy commented on Item 1 and stated that while approving this resolution allows the Board to continue meeting virtually, beginning with the October 11 Board meeting, all Board meetings will be held in-person at the Orange County Transportation Authority (OCTA) headquarters. He noted that all health and safety protocols would be in place.

He also noted that Board committees would be at the discretion of the Committee Chair, in consultation with the CEO and General Counsel, whether to meet virtually or in person.

Vice Chairman Murphy stated that matters on the Consent Calendar are to be approved in one motion unless a Board Member or a member of the public requests separate action on a specific item.

Orange County Transportation Authority Consent Calendar Matters

1. Ralph M. Brown Act Board Resolution for Teleconference Meetings

Director Foley pulled this item to inquire about Assembly Bill (AB-361) and the ability to continue holding teleconferencing meetings and allowing access to the public to participate via teleconference.

James Donich, General Counsel, responded with an overview of AB-361 and new requirements should the Board choose to utilize provisions of the new law.

A motion was made by Director Foley, seconded by Director Sarmiento, and following a roll call vote, declared passed 16-0, to adopt Board of Directors Resolution 2021-083.

2. Approval of Minutes

A motion was made by Director Foley, seconded by Director Shaw, and following a roll call vote, declared passed 16-0, to approve the Orange County Transportation Authority and affiliated agencies' regular meeting minutes of September 13, 2021.

3. Agreement for Public Outreach Consultant Services during the Environmental Phase of the Interstate 5 Improvement Project from San Diego County Line to Avenida Pico

A motion was made by Director Foley, seconded by Director Shaw, and following a roll call vote, declared passed 16-0, to:

- A. Approve the selection of McCormick-Busse, Inc., doing business as MBI Media, as the firm to provide public outreach consulting services during the Environmental Phase of the Interstate 5 Improvement Project from the San Diego County Line to Avenida Pico.

- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-1-3353 between the Orange County Transportation Authority and McCormick-Busse, Inc., doing business as MBI Media, in the amount of \$298,450, for a three-year initial term, effective through October 31, 2024, with an option term of up to 24 months, to provide public outreach consulting services during the Environmental Phase of the Interstate 5 Improvement Project from the San Diego County Line to Avenida Pico.

4. State Legislative Status Report

Director Wagner pulled this item, asked for clarification on the programs, and inquired if they were all pending further negotiations.

Lance Larson, Executive Director of Government Relations, noted this applied to all programs and that a more detailed report would be forthcoming in October.

Director Foley inquired about AB-1499.

Mr. Larson responded that the governor had taken a lot of actions. He stated that staff plans on doing an end-of-year report, which is a compilation of all the bills that were acted on or not, at the Legislative and Communications Committee next month.

A motion was made by Director Foley, seconded by Director Shaw, and following a roll call vote, declared passed 16-0, to receive and file as an information item.

5. Federal Legislative Status Report

A motion was made by Director Foley, seconded by Director Shaw, and following a roll call vote, declared passed 16-0, to receive and file as an information item.

6. Cooperative Agreement with the Southern California Regional Rail Authority for Railroad Track Stabilization in the City of San Clemente

Staff pulled this item and continued it to the October 11, 2021, Board meeting.

Director Muller discussed his concerns for the Capo Beach area tracks and stated that OCTA should involve other agencies such as the Orange County (OC) parks and any other relevant agency to develop preventive measures. Instead of always going back and doing an emergency authorization for a coastal development plan, he also suggested to drop the riprap in or build a seawall.

Director Bartlett thanked staff for being proactive and taking measures to shore up that area in San Clemente. She concurred with Director Mueller and wanted to note that she's had conversations with Darrell E. Johnson, Chief Executive Officer, (CEO), and staff to work with OC Parks and the County's public works department to look at a long-term plan for that area. She noted that the County and OCTA are very proactive relative to the entire coastal region from the Cyprus Shores area where the riprap is and up through the Serra Siding project and beyond.

Mr. Johnson, CEO, stated staff could present to either the Committee or the entire Board on the rail defense against climate study, focused on the seven miles of the coastal rail corridor. OCTA has done a fair amount of work in that area, and it was done with the planning grant from the California Department of Transportation and had a lot of stakeholder input. He anticipates returning in two weeks with this funding request for the work going on today.

7. Long-Range Transportation Plan Challenges and Goals

A motion was made by Director Foley, seconded by Director Shaw, and following a roll call vote, declared passed 16-0, to receive and file as an information item.

8. Draft 2021 Orange County Congestion Management Program Report Release for Public Review

A motion was made by Director Foley, seconded by Director Shaw, and following a roll call vote, declared passed 16-0, to direct staff to release the draft 2021 Orange County Congestion Management Program Report for public review and set November 22, 2021, as a public hearing date for adoption of the final 2021 Orange County Congestion Management Program.

Orange County Transit District Consent Calendar Matters

9. 2021 Title VI Plan Triennial Report

A motion was made by Director Foley, seconded by Director Shaw, and following a roll call vote, declared passed 16-0, to:

- A. Review, approve, and direct staff to submit the 2021 Title VI Plan Triennial Report to the Federal Transit Administration's Regional Office of Civil Rights on or before October 1, 2021.
- B. Review and approve the results of the Service Standards and Policies monitoring in Section 4 of the 2021 Title VI Plan Triennial Report.

Orange County Local Transportation Authority Consent Calendar Matters

10. Cooperative Agreement with the California Department of Transportation for the State Route 55 Improvement Project Between Interstate 5 and State Route 91

A motion was made by Director Foley, seconded by Director Shaw, and following a roll call vote, declared passed 16-0, to authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-3642 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$500,000, to provide oversight of the plans, specifications, and estimates, and to advertise and award the construction contract for the State Route 55 Improvement Project between Interstate 5 and State Route 91.

11. Amendment to Cooperative Agreement with the City of Westminster for the Interstate 405 Improvement Project

A motion was made by Director Foley, seconded by Director Shaw, and following a roll call vote, declared passed 16-0, to authorize the Chief Executive Officer to negotiate and execute Amendment No. 3 to Cooperative Agreement No. C-5-3615 between the Orange County Transportation Authority and the City of Westminster, in the amount of \$998,652, for additional city services for the Interstate 405 Improvement Project. This will increase the maximum obligation of the cooperative agreement to a total value of \$3,661,331.

12. Approval to Release Request for Proposals for the OC Streetcar Ticket Vending Machines

Staff pulled this item and continued it to the October 11, 2021 Board meeting.

13. 2021 Measure M2 Sales Tax Forecast

A motion was made by Director Foley, seconded by Director Shaw, and following a roll call vote, declared passed 16-0, to receive and file as an information item.

14. Amendments to On-Call Traffic Engineering and Intelligent Transportation Systems Services Agreements

A motion was made by Director Foley, seconded by Director Shaw, and following a roll call vote, declared passed 16-0, to authorize the Chief Executive Officer to negotiate and execute amendments between the Orange County Transportation Authority and the following consultants for on-call traffic engineering and intelligent transportation systems services agreements: Agreement No. C-9-1513 with DKS Associates, Inc.; Agreement No. C-9-1810 with AGA Engineers, Inc.; Agreement No. C-9-1811 with KOA Corporation; and Agreement No. C-9-1812 with Iteris, Inc., in a shared amount of \$10,547,425. This will increase the maximum obligation for all the on-call firms for a total combined aggregate contract value of \$15,875,425.

Regular Calendar

Orange County Transportation Authority Regular Calendar Matters

15. 2022 State Transportation Improvement Program

Darrell Johnson, Chief Executive Officer, provided opening comments and introduced Adriann Cardoso, Section Manager, Strategic Planning, who provided a PowerPoint presentation.

Director Shaw noted that he is excited about north Orange County's truck climbing lane on State Route 57 (SR-57) going through the Brea Canyon area. He also stated the on-and off-ramps at Lambert and SR-57 are under construction. He inquired on what project the \$6.5 million in phase two is going to fund.

Ms. Cardoso responded that this project is considered phase two, and the project that Director Shaw referred to is considered phase one. The phases are planned together, and each project finds the other in terms of the delivery of the project. The \$6.5 million will support the initial phase of the plan, acceptance, and the environmental document.

15. (Continued)

A motion was made by Director Harper, seconded by Director Goodell, and following a roll call vote, declared passed 15-0, to:

- A. Approve the 2022 State Transportation Improvement Program submittal to program \$164.647 million to seven projects, from fiscal year 2022-23 through fiscal year 2026-27.
- B. Authorize the use of \$11.396 million in Measure M2 funds for the Interstate 5 Improvement Project from Interstate 405 to Yale Avenue (Segment 1).
- C. Consistent with construction phase estimates for the Transit Security and Operations Center, authorize the use of \$27.234 million from the following fund sources:
 - \$19.650 million in Local Partnership Program Formula funds,
 - \$3.924 million in additional State of Good Repair, and
 - \$3.660 million Coronavirus Response and Relief Supplemental Appropriations Act, 2021.
- D. Authorize staff to make all necessary amendments to the State Transportation Improvement Program and the Federal Transportation Improvement Program and execute any necessary agreements to facilitate the recommendations above.

Director Sarmiento was not present to vote on this item.

16. Appeal to the Board of Directors to Protest Proposed Award of Contract: Request for Proposals 0-2690 Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Director Shaw stated that due to the Levine Act, he would not participate.

James Donich, General Counsel provided opening comments and discussed the ruling on the protest and the background of the Board voting to award the contract to Cofiroute, USA. The protest was received from WSP USA Services, Inc. (WSP) and under the appeal process, WSP is allowed to offer an appeal to the Board.

Director Wagner inquired on who would determine what is allowable for the Board to hear and why Mr. Johnson, CEO, denied the appeal.

Mr. Donich responded that he would monitor the information presented today, and Mr. Johnson, CEO, and staff were available for comments.

16. (Continued)

Vice Chairman Murphy inquired if there were any public comments.

The Clerk of the Board read public comments into the record: from Michael McKnight and David Roberts and the comments emailed to the Board earlier this morning and noted they would be part of the record for today's meeting.

Lou Cornell, CEO of WSP, provided comment.

Mike Rizzo, General Counsel for WSP provided comment.

Mr. Donich responded and discussed the following:

- The evaluation process is to utilize the Board-adopted evaluation criteria and following those criteria by the evaluation committee, a recommendation is made. The Board Committee then recommends to the Board, but the Board Committee cannot decide for the Board.
- The statute discussed by WSP's counsel does not apply to OCTA as it is a local agency and not a state agency.
- The Board has the discretion to award a contract to whoever it wants regardless of the recommendation by staff or a committee.

Mr. Johnson CEO, stated the protest procedures allow for staff to make a presentation as well but no other public comments on this item, and that WSP has technical staff available.

Director Foley recused herself as she was unable to determine if any campaign contribution conflicts existed.

Kirk Avila, General Manager of the 91 Express Lanes, outlined the original staff recommendation as presented to the Board; provided a review of the evaluation committee recommendation to staff/committee, and the overview of how and why the recommendation was made.

Director Harper inquired about the CEO's analysis of protest.

Mr. Johnson, CEO, responded that this protest focused entirely on the decision-making of the Board and was not under his ability/authority to decide and noted it did not focus on anything within his responsibilities of management of the staff, the evaluation process, the quality of the proposal, the scoring, or the analysis.

Director Bartlett made a motion, seconded by Vice Chairman Murphy to hold a closed session at the next meeting to discuss the matter further.

Director Hennessey stated that the Board has been clear on their position regarding the contract award for this project and recommends moving this agreement forward.

16. (Continued)

Director Hernandez stated he appreciated the information shared today. However, not enough information was shared today by WSP to decide to overturn the decision.

Director Chaffee inquired if the decision to overturn this item allows Cofiroute USA, LLC to have the same option to file a protest.

Mr. Donich responded that Cofiroute would have the same option to file a protest.

Director Chaffee supported the closed session discussion.

Director Wagner stated that he is not sure discussing in a closed session would change the decision. He said WSP lobbied some of the Board Members as Cofiroute did. He noted WSP is an excellent company, and there is no doubt they could do the job as outlined.

Director Wagner noted his concerns about asking the Board to overturn their decision based on experience and knowledge as best possible does a disservice to the people of Orange County. He stated good companies lose contracts all the time.

Director Harper stated that the Board has the discretion to agree with the Committee or go in a different direction. He said it is essential to listen to the protest and evaluate the information presented. If there is any new information that would affect the previous decision, then it should be considered.

Director Hennessey inquired about the process of voting on the substitute motion.

Mr. Donich noted that OCTA's practice has been that the substitute motion is acted upon first.

Mr. Rizzo disagreed with legal advice given to the Board. He stated that OCTA should not publish a process and ask bidders to bid and go through the process and then disregard the process and make a selection based on criteria not published.

A substitute motion was made by Director Wagner, seconded by Director Sidhu, and following a roll call vote, failed 5-8, to deny the protest from WSP USA Services, Inc.

Due to the Levine Act, Directors Foley and Shaw did not vote or participate in this item.

Director Sarmiento was not present to vote on this item.

16. (Continued)

A substitute motion was made by Director Hennessey, seconded by Director Hernandez, and following a roll call vote, failed 7-6, to uphold the protest from WSP USA Services, Inc. and award the contract to WSP USA Services, Inc.

Due to the Levine Act, Directors Foley and Shaw did not vote or participate in this item.

Director Sarmiento was not present to vote on this item.

After a lengthy discussion ensued on the matter, a motion was made by Director Bartlett, seconded by Vice Chairman Murphy, and following a roll call vote passed 11-2 to schedule a Closed Session to discuss potential litigation on the WSP Protest at the October 11, 2021, Board of Directors meeting.

Due to the Levine Act, Directors Foley and Shaw did not vote or participate in this item.

Director Sarmiento was not present to vote on this item.

Discussion Items

17. Public Comments

1. Charles Johnson, Teamsters Local 952 Union representative and Coach Operator, commented that the coach operators could not enforce the mask mandate. They also fear exposure to the Coronavirus and asked the Board to consider their concerns.

18. Chief Executive Officer's Report

Mr. Johnson, CEO, reported the following:

September Employees of the Month

- Freddy Garcia - Operations Employee of the Month
 - Freddy is a coach operator at the Santa Ana base who started his driving career with OCTA in 1995.
 - Earlier this year, he achieved an incredible 25 years of safe driving.
- David Sanchez - Maintenance Employee of the Month
 - David is a journeyman mechanic at the Santa Ana base who joined OCTA in 2019.
 - He was instrumental in standardizing the engine air intake hose lengths on some of the buses in the fleet, which has dramatically enhanced engine-life performance.
- Robert Davis - Administrative Employee of the Month
 - Robert is the Treasury and Public Finance Department Manager, and he joined OCTA in 2019.

18. (Continued)

- Robert successfully led the effort to complete the rate reset of OCTA's \$629 million Transportation Infrastructure Finance and Innovation Act (TIFIA) loan for the Interstate 405 Improvement Project that will ultimately save more than \$158 million over the life of the loan.

Congratulations to OCTA's September Employees of the Month.

Mobility 21 Annual Transportation Summit

- The Mobility 21 summit takes place this Thursday and Friday. The summit will be held virtually again this year.
- For details about the summit, please advise Mr. Johnson.

19. Directors' Reports

Director Foley requested an item be agendaized for the next meeting, on an overview of the Coach Operators and why they are unable to enforce the mask mandate.

Mr. Johnson, CEO, responded that OCTA has had extensive conversations with the Transit Committee about mask requirements. There is a Coronavirus update that goes to every other Board meeting and if there is a need for an entire report, staff can follow the Committee process and bring the information to the Transit Committee then on to the Board. He also noted that he disagreed with Mr. Johnson's assessment and the issue has been discussed multiple times with the Transit Committee.

Director Foley inquired about having a virtual meeting.

Mr. Donich stated that in regards to AB-361, the resolution adopted by the Board today grants the Board the ability to continue to meet virtually during a declared emergency. The Board is scheduled to meet in person on October 11, and not availing ourselves of those rules is a decision by the Chairman of the Board. The Chairman determines all points of order according to the administrative code, and he wants the Board to be in person. The Board could meet virtually if the Chairman decided it would be a virtual meeting.

Director Foley inquired if the Board has the authority to override the Chair when it comes to public health.

Mr. Donich responded the Board has the authority through the administrative code to override the Chair's determination by a majority vote of nine when the Chair is making a point of order.

Director Wagner inquired if a Special Board meeting was possible to have the Closed Session and agendaize the mask issues that Director Foley discussed.

19. (Continued)

Director Wagner made a motion to reconsider Item #1, seconded by Director Foley to accept the reconsideration of a previously agenda item.

Mr. Donich clarified that the resolution under Item #1 states that the Board makes specific findings and can continue to meet virtually. If the Board does not approve the resolution, they can't continue to meet virtually.

Director Wagner withdrew his motion to reconsider Item #1.

20. Closed Session

There were no Closed Sessions scheduled.

21. Adjournment

The meeting adjourned at 11:04 a.m.

The next regularly scheduled meeting of this Board will be held at **9:00 a.m. on Monday, October 11, 2021**, at the Orange County Transportation Authority Headquarters, Board Room – Conference Room 07-08, 550 South Main Street, Orange, California.

ATTEST:

Gina Ramirez
Clerk of the Board Specialist, Senior

Mark Murphy
Vice Chairman



October 11, 2021

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Ralph M. Brown Act Board of Directors Resolution for Teleconference Meetings

Overview

The Orange County Transportation Authority Board of Directors holds regular meetings to effect business and act on measures related to its programs, projects, and services. In order to comply with new provisions related to the Ralph M. Brown Act, a resolution must be adopted.

Recommendation

Adopt Board of Directors Resolution 2021-084.

Discussion

AB 361 (Chapter 165, Statutes of 2021) was approved by the Legislature and signed by Governor Newsom on September 16, 2021. This legislation makes changes to the Ralph M. Brown Act to allow local legislative bodies to meet by teleconference during states of emergency. Under this legislation, if a legislative body wishes to conduct meetings virtually, it must make certain findings by resolution to meet by teleconference so long as there is a declared state of emergency. Board of Directors (Board) Resolution 2021-084 (Attachment A), if adopted, would allow the Orange County Transportation Authority Board and its committees to meet by teleconference for 30 days upon approval of this item.

Summary

A recommendation is made to adopt a resolution to allow the Orange County Transportation Authority Board of Directors and its committees to meet via teleconference.

Attachment

A. Resolution No. 2021-084

Prepared by:



Andrea West
Interim Clerk of the Board
(714) 560-5619

Approved by:



Jennifer L. Bergener
Deputy Chief Executive Officer/Chief
Operating Officer, Operations
(714) 560-5462

RESOLUTION NO. 2021-084

A RESOLUTION OF THE ORANGE COUNTY TRANSPORTATION AUTHORITY BOARD OF DIRECTORS FINDING THAT, DUE TO THE PROCLAIMED STATE OF EMERGENCY ARISING FROM THE NOVEL CORONAVIRUS (COVID-19), MEETING IN PERSON PRESENTS IMMINENT RISKS TO THE HEALTH AND SAFETY OF ATTENDEES, AND THE EMERGENCY CONTINUES TO DIRECTLY IMPACT THE ABILITY OF THE MEMBERS TO MEET SAFELY IN PERSON.

WHEREAS, the Orange County Transportation Authority's ("Authority") Board of Directors holds regular and special public meetings pursuant to the Ralph M. Brown Act (the "Brown Act"), Government Code section 54950, et seq.; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (Chapter 165, Statutes of 2021), permits the Authority to use teleconferencing for meetings of the Board of Directors without complying with specified teleconferencing requirements imposed by the Brown Act when the Authority's Board of Directors holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, to continue to hold teleconferencing meetings during the proclaimed state of emergency, the Brown Act requires the Authority's Board of Directors to make findings every thirty (30) days, by at least a majority vote, that the Board of Directors has reconsidered the circumstances of the state of emergency and determines that the state of emergency continues to directly impact the ability of the members to meet safely in person.

NOW, THEREFORE, BE IT RESOLVED, by at least a majority vote of the Authority's Board of Directors, pursuant to Government Code section 54953, the Authority does hereby find and determine as follows:

Section 1. The above findings and recitals are true and correct and are incorporated herein in full by this reference.

Section 2. Governor Gavin Newsom has proclaimed a state of emergency due to the global pandemic caused by the novel coronavirus (COVID-19), which remains active as of the adoption of this Resolution.

Section 3. The Authority's Board of Directors must continue to hold regular and special meetings, pursuant to the Brown Act, during the proclaimed state of emergency.

Section 4. As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Section 5. The Authority's Board of Directors has reconsidered the circumstances of the state of emergency and determines that it continues to directly impact the ability of the members to meet safely in person.

Section 6. This Resolution shall take effect upon adoption.

PASSED, APPROVED, and ADOPTED on this _____ day of _____, 2021.

ANDREW DO, CHAIRMAN
ORANGE COUNTY
TRANSPORTATION AUTHORITY

APPROVED AS TO FORM:

JAMES M. DONICH
GENERAL COUNSEL

ATTEST:

I, Andrea West, Interim Clerk of the Board of Directors of the Orange County Transportation Authority, do hereby certify that the foregoing Resolution No. 2021-084, by the following votes:

AYES:

NOES:

ABSENT:

ANDREA WEST
INTERIM CLERK OF THE BOARD



**MATERIALS WILL BE PROVIDED UNDER
SEPARATE COVER PRIOR TO THE
October 11, 2021
BOARD OF DIRECTORS MEETING.**



COMMITTEE TRANSMITTAL

October 11, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: Orange County Transportation Authority Investment and Debt Programs Report – August 2021

Finance and Administration Committee Meeting of September 22, 2021

Present: Directors Foley, Goodell, Hennessey, Hernandez, and Jones

Absent: Directors Harper and Muller

Committee Vote

Following the roll call vote, this item was declared passed 5-0 by the Members present.

Committee Recommendation

Receive and file as an information item.



September 22, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Orange County Transportation Authority Investment and Debt Programs Report – August 2021

Overview

The Orange County Transportation Authority has a comprehensive investment and debt program to fund its immediate and long-term cash flow demands. Each month, the Treasurer submits a report detailing investment allocation, performance, compliance, outstanding debt balances, and credit ratings for the Orange County Transportation Authority's debt program. This report is for the month ending August 31, 2021.

Recommendation

Receive and file as an information item.

Discussion

As of August 31, 2021, the Orange County Transportation Authority's (OCTA) outstanding investments totaled \$2 billion. The portfolio is divided into three managed portfolios: the liquid portfolio for immediate cash needs, the short-term portfolio for future budgeted expenditures, and the bond proceeds portfolio to meet Measure M2 (M2) transportation program needs. In addition to these portfolios, OCTA has funds invested in debt service reserve funds for the 91 Express Lanes Program.

Portfolio Compliance and Liquidity Requirements for the Next Six Months: The portfolio is in full compliance with OCTA's Investment Policy and the State of California Government Code. Additionally, OCTA has reviewed the liquidity requirements for the next six months and anticipates that OCTA's liquidity will be sufficient to meet projected expenditures during the next six months.

The weighted average book yield for the OCTA portfolio is 0.9 percent. The book yield measures the exact income, or interest, on a bond without regard to market price change. The yield is the income return on an investment, such as the interest received from holding a particular security. The yield is usually expressed as an annual percentage rate based on the investment's cost and market value.

OCTA's month-end balance in the Local Agency Investment Fund was \$71,054,530, with an average monthly effective yield of 0.2 percent. OCTA's month-end balance in the Orange County Investment Pool (OCIP) was \$27,863,700. For the month of July, the monthly gross yield for the OCIP was 0.6 percent. Yields for the month of August will be received in September.

During the month of August, there were zero securities held within OCTA's investment portfolios that were downgraded or placed on Negative Credit Watch. As of August 31, 2021, the securities held within OCTA's investment portfolios still meet the minimum ratings requirements set forth by OCTA's Investment Policy.

OCTA's debt program is separate from its investment program and is comprised of M2 Sales Tax Revenue Bonds, 91 Toll Revenue Bonds, and the 2017 Transportation Infrastructure Finance and Innovation Act (TIFIA) Loan. The debt program currently has an outstanding principal balance of \$984 million as of August 31, 2021. Approximately 63 percent of the outstanding balance is comprised of M2 debt, eight percent is associated with the 91 Express Lanes Program, and 29 percent is for the TIFIA Loan.

Summary

The Treasurer is submitting a copy of the Orange County Transportation Authority Investment and Debt Programs report to the Finance and Administration Committee. The report is for the month ending August 31, 2021.

Attachments

- A. Orange County Transportation Authority Investment and Debt Programs
– For the Period Ending August 31, 2021
- B. Orange County Transportation Authority Portfolio Listing as of
August 31, 2021

Prepared by:



Robert Davis
Department Manager
Treasury/Public Finance
(714) 560-5675

Approved by:



Andrew Oftelie
Chief Financial Officer
Finance and Administration
(714) 560-5649

**Treasury/Public Finance Department's
Report On**

**Orange County Transportation Authority
Investment and Debt Programs**



**Presented to the
Finance and Administration Committee**

**For The Period Ending
August 31, 2021**

OCTA Investment Dashboard

8/31/2021

Safety of Principal

Securities that fell below OCTA's minimum credit quality requirements during the month of August 2021:

Not applicable.

Securities currently held within OCTA's portfolio that fell below OCTA's minimum credit quality requirements during prior reporting periods:

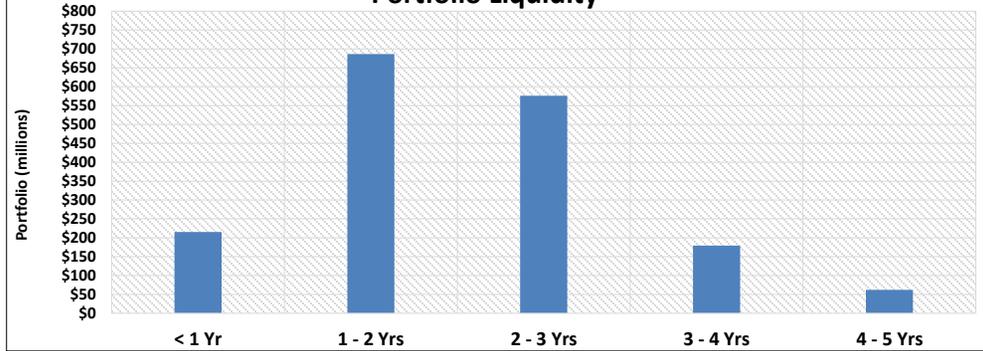
Not applicable.

Securities downgraded or placed on Negative Credit Watch during the month of August 2021, but remain in compliance with OCTA's Investment Policy:

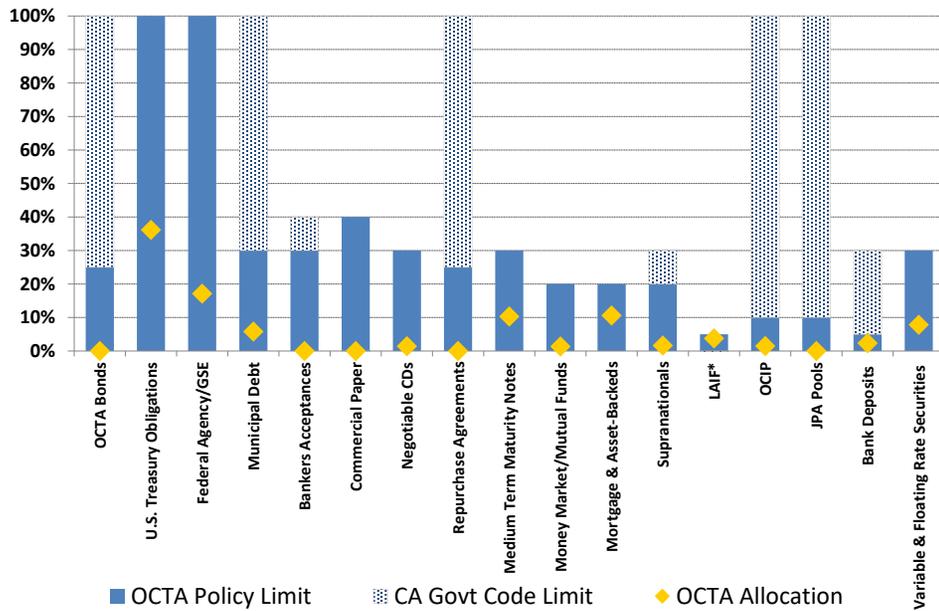
There were zero securities held within OCTA's investment portfolio that were downgraded during the month. The total number of securities on the Negative Credit Watch list remained at zero securities for the month.

For further details please refer to A-8 of this report.

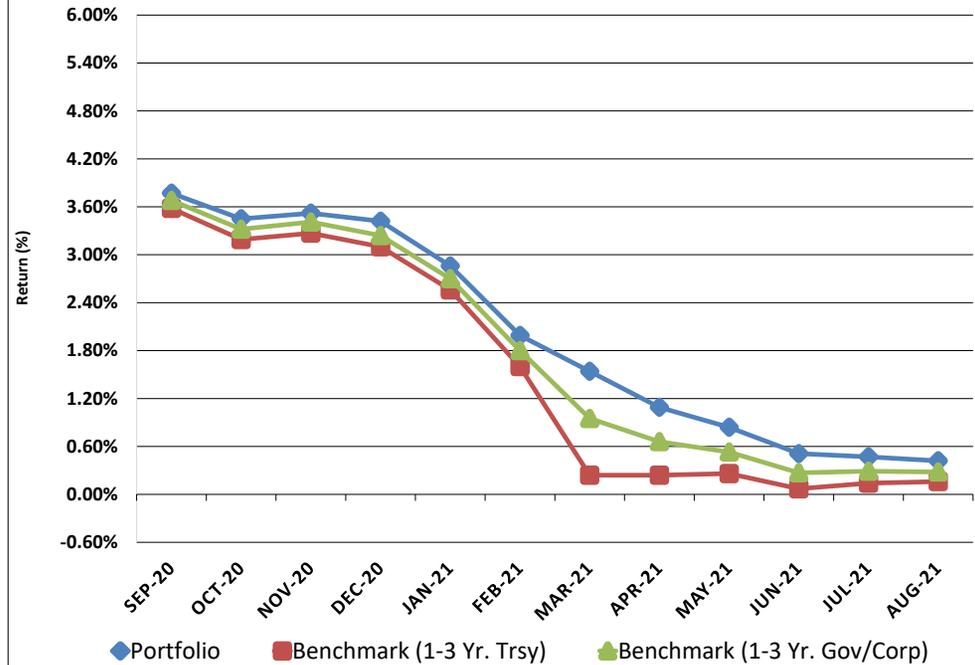
Portfolio Liquidity



Portfolio Diversification



Portfolio Return - 12 Month



*Per CA Government Code LAIF limit is \$75 million

Investment Compliance

8/31/2021

Portfolio Subject to Investment Policy			
	Dollar Amount	Percent Of	Investment Policy
Short-Term/Liquid Portfolio ¹	Invested	Portfolio	Maximum Percentages
U.S. Treasury Obligations	\$ 678,785,139	36.2%	100%
Federal Agency/GSE	321,430,411	17.1%	100%
Municipal Debt	108,931,420	5.8%	30%
Commercial Paper	-	0.0%	40%
Negotiable Certificates of Deposit	27,000,000	1.4%	30%
Repurchase Agreements	-	0.0%	25%
Medium Term Maturity Notes/Corporates	193,497,389	10.3%	30%
Money Market/Mutual Funds	25,994,737	1.4%	20%
Mortgage & Asset-Backed	199,211,905	10.6%	20%
Supranationals	30,904,063	1.6%	20%
Local Agency Investment Fund	71,054,530	3.8%	\$ 75 Million
Orange County Investment Pool	27,863,700	1.5%	10%
Joint Powers Authority Pools	-	0.0%	10%
Bank Deposits	44,005,594	2.3%	5%
Variable & Floating Rate Securities	147,307,197	7.9%	30%
Total Short-Term/Liquid Portfolio	\$ 1,875,986,084	100.0%	

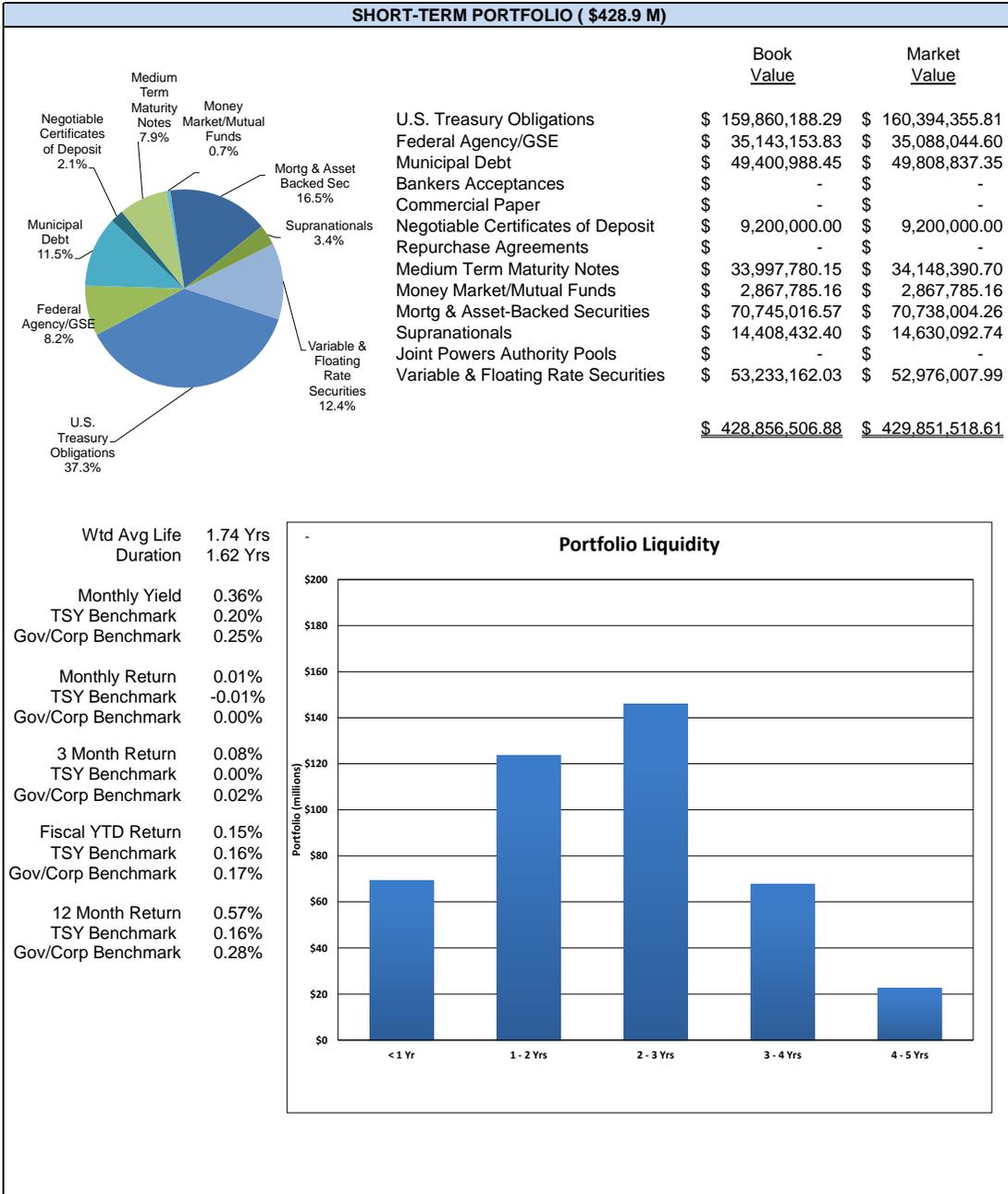
1. Excludes portion of Liquid Portfolio subject to Indenture

Portfolio Subject to Indenture					
	Dollar Amount		OCTA	Indenture Requirements	
<u>Liquid Portfolio*</u>	<u>Invested</u>	<u>Credit Quality</u>	<u>Term</u>	<u>Credit Quality</u>	<u>Term</u>
Money Market Funds	\$ 83,132,458	AAA/Aaa	45 days	Min. A2/A	Max. 4 years
Total Liquid Portfolio	\$ 83,132,458				
Bond Proceeds Portfolio					
Money Market Funds	\$ 13,296	AAA/Aaa	45 days	Min. A2/A	Max. 4 years
Total Bond Proceeds Portfolio	\$ 13,296				
Reserve Funds Portfolio					
Commercial Paper	\$ 25,090,963	P-1/F-1	60-150 days	Min. A-1/P-1	Max. 180 days
Bank Deposits	\$ 220,659				
US Treasuries Obligations	366	AAA/Aaa	30 days	Min. A2/A	Max. 5 years
Total Reserve Funds Portfolio	\$ 25,311,988				
Total Portfolio Subject to Indenture	\$ 25,325,284				
Portfolio Total	\$ 1,984,443,826				

*Reflects portion of Liquid Portfolio subject to Indenture (OCTA Sales Tax Revenue)

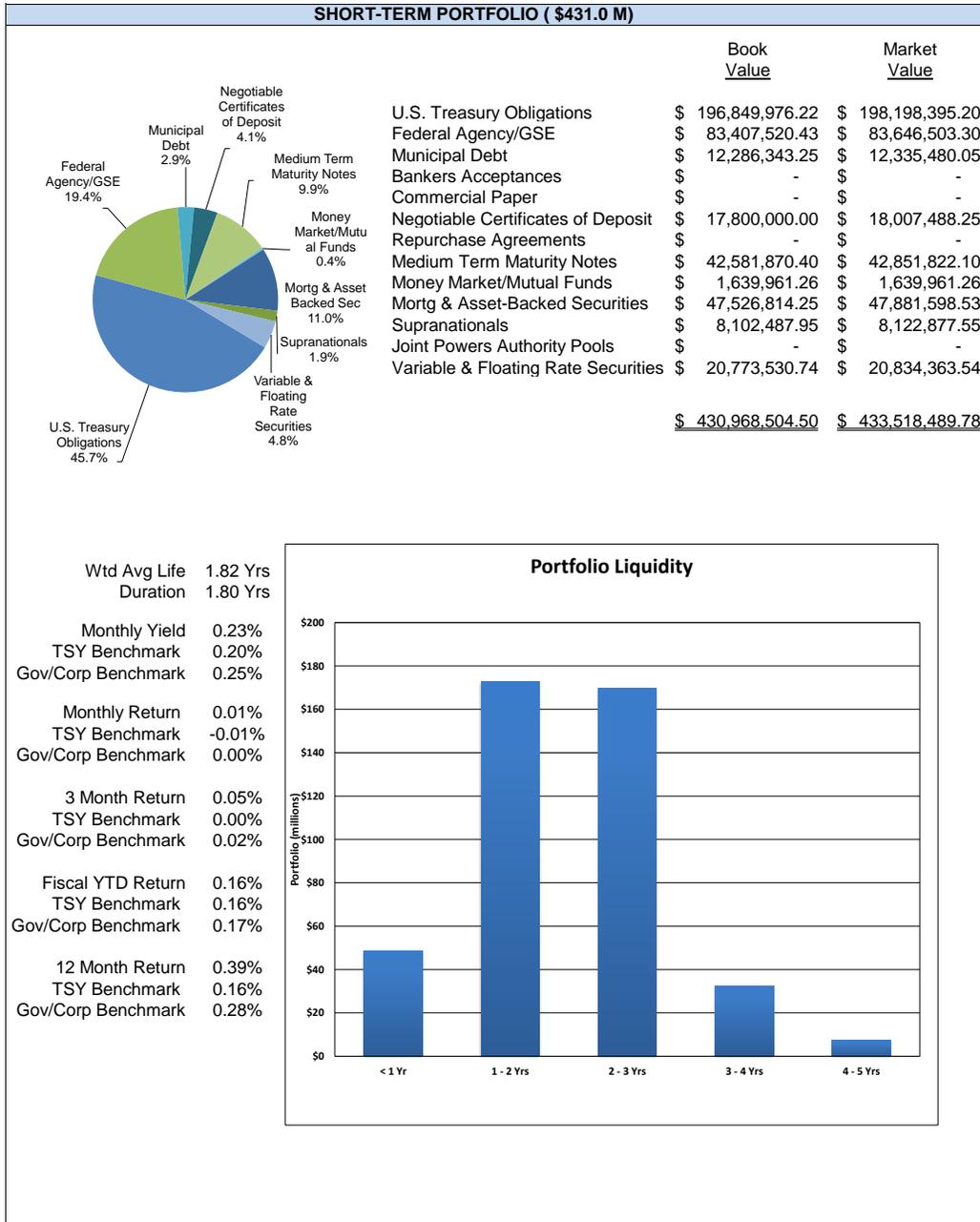
Investment Manager Diversification and Maturity Schedules

**MetLife Investment Management
8/31/2021**



Investment Manager Diversification and Maturity Schedules

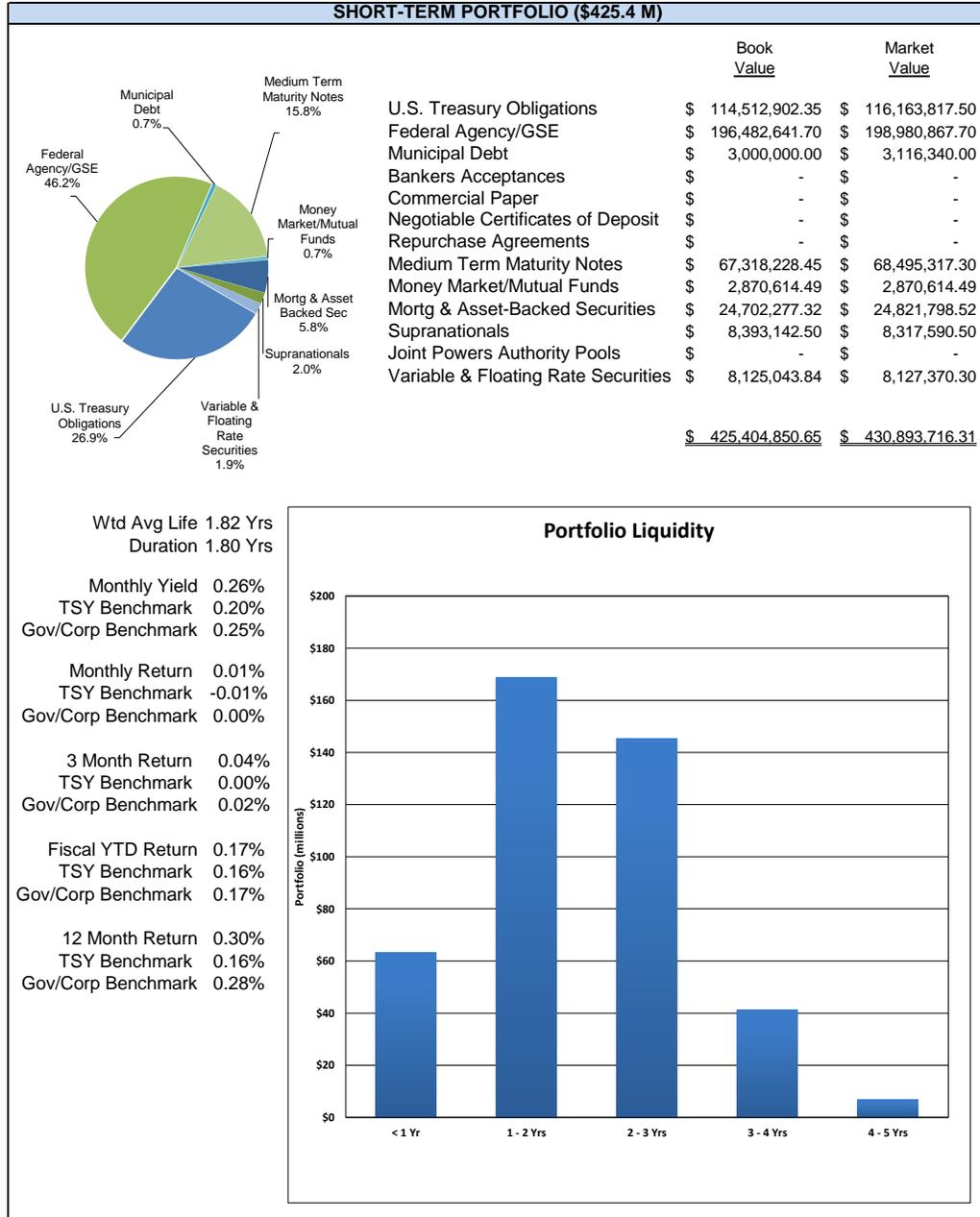
PFM
8/31/2021



Investment Manager Diversification and Maturity Schedules

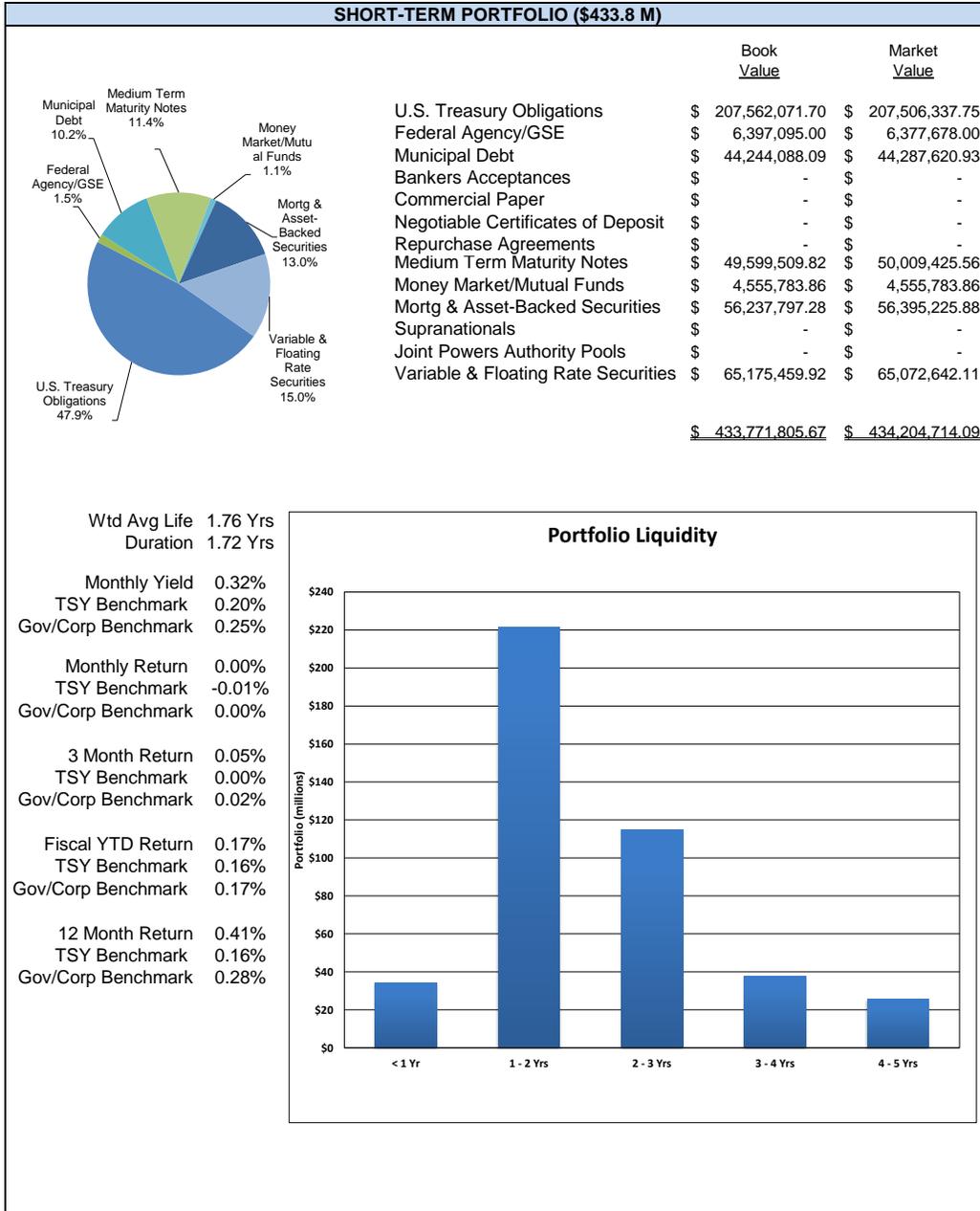
Chandler Asset Management

8/31/2021



Investment Manager Diversification and Maturity Schedules

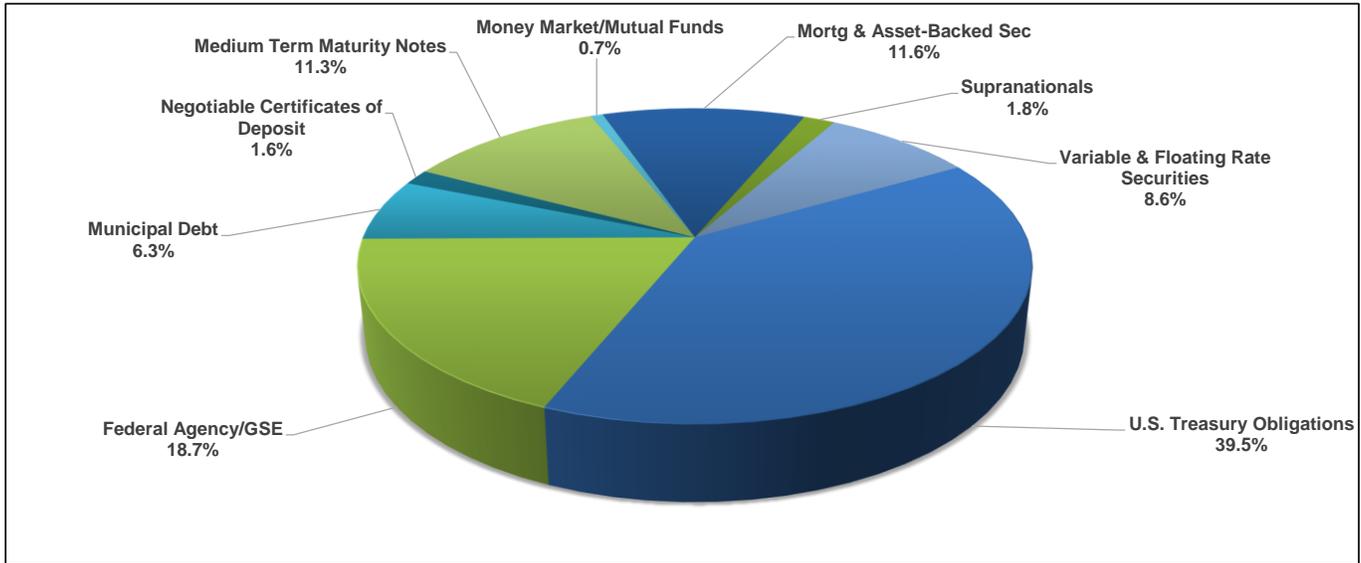
Payden & Rygel
8/31/2021



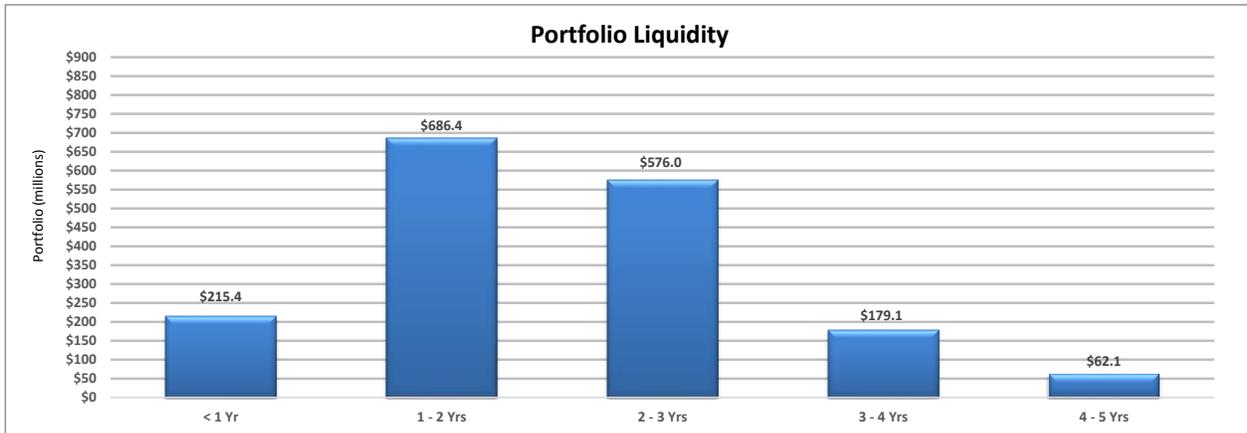
Short-Term Portfolio

8/31/2021

Portfolio Composition



Portfolio Liquidity



Rating Downgrades & Negative Credit Watch

8/31/2021

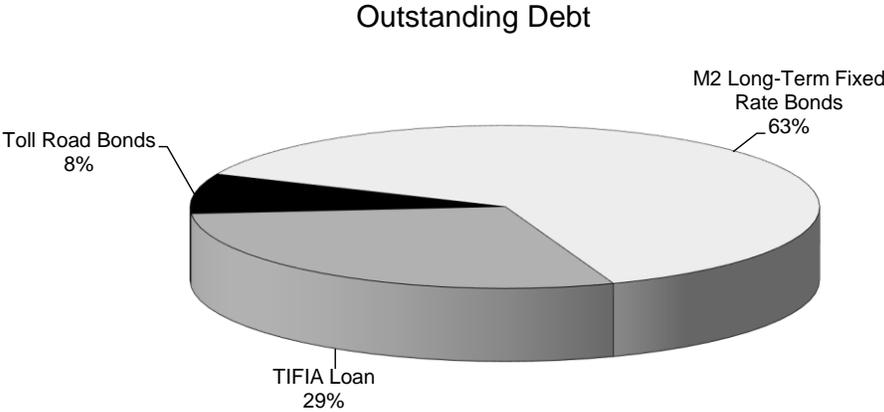
<u>Investment Manager / Security</u>	<u>Par Amount</u>	<u>Maturity</u>	<u>S&P</u>	<u>Moody's</u>	<u>Fitch Ratings</u>
Rating Downgrades:					
N/A					
Negative Credit Watch:					
N/A					

DEBT PROGRAM

(M2 Sales Tax Revenue Bonds, 91 Toll Revenue Bonds, 2017 TIFIA Loan (I-405))

Total Outstanding Debt*

As of 8/31/21



TOTAL OUTSTANDING DEBT: \$984,140,000

*Comprised of OCTA's debt obligations (M2 Sales Tax Revenue Bonds, 91 Toll Revenue Bonds, and 2017 TIFIA Loan (I-405)) currently outstanding and irrespective of OCTA's investment program.

Outstanding Debt*

As of 8/31/21

Orange County Local Transportation Authority (OCLTA-M2)

2010 Series A Taxable Build America Bonds - Sales Tax Revenue Bonds

Issued:	\$	293,540,000
Outstanding:		250,000,000
Debt Service FY 2022:		17,270,000
Pledged Revenue Source:	M2 Sales Tax Revenues	
Ratings (Fitch/ Moody's/ S&P):		AA+/Aa2/AA+
Final Maturity:		2041

2019 M2 Sales Tax Bond

Issued:	\$	376,690,000
Outstanding:		368,625,000
Debt Service FY 2022:		26,556,400
Pledged Revenue Source:	M2 Sales Tax Revenues	
Ratings (Fitch/ S&P):		AA+/AA+
Final Maturity:		2041

91 Express Lanes

2013 OCTA 91 Express Lanes Refunding Bonds

Issued:	\$	124,415,000
Outstanding:		78,515,000
Debt Service FY 2022:		10,795,825
Pledged Revenue Source:	91 Toll Road Revenues	
Ratings (Fitch/ Moody's/ S&P):		A+/A1/AA-
Final Maturity:		2030

405 Express Lanes

2017 TIFIA Loan

Outstanding:	\$	287,000,000
Accrued Interest:		25,829,718
Pledged Revenue Source:	405 Toll Road Revenues	
Ratings (Moody's):		Baa2
Final Maturity:		2058

*Comprised of OCTA's debt obligations (M2 Sales Tax Revenue Bonds, 91 Toll Revenue Bonds, and 2017 TIFIA Loan (I-405)) currently outstanding and irrespective of OCTA's investment program.

**Orange County Transportation Authority
Portfolio Listing
As of August 31, 2021**

LIQUID PORTFOLIO				
DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
<u>CASH EQUIVALENTS</u>				
BANK DEPOSITS	8/31/2021	44,005,594.00	44,005,594.00	
MONEY MARKET DEMAND ACCOUNT	N/A	14,060,592.04	14,060,592.04	0.10%
FIDELITY TREASURY OBLIGATIONS FUND	N/A	75,252,502.87	75,252,502.87	0.01%
FEDERATED TREASURY OBLIGATIONS FUND	N/A	7,879,955.33	7,879,955.33	0.03%
SUB-TOTAL		<u>141,198,644.24</u>	<u>141,198,644.24</u>	
<u>LOCAL AGENCY INVESTMENT FUND (LAIF)</u>				
	N/A	71,054,530.36	71,054,530.36	0.22%
<u>ORANGE COUNTY INVESTMENT POOL (OCIP)</u>				
	N/A	27,863,699.80	27,863,699.80	0.59%
LIQUID PORTFOLIO - TOTAL		\$ 240,116,874.40	\$ 240,116,874.40	

SHORT-TERM PORTFOLIO				
DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
<u>Money Market Funds</u>				
FIRST AMER.:GVT OBLG Z	8/31/2021	2,870,614.49	2,870,614.49	0.02
FIRST AMER.:GVT OBLG Z	8/31/2021	2,867,785.16	2,867,785.16	0.02
FIRST AMER.:GVT OBLG Z	8/31/2021	4,555,783.86	4,555,783.86	0.02
FIRST AMER.:GVT OBLG Z	8/31/2021	1,639,961.26	1,639,961.26	0.02
SUB-TOTAL		<u>11,934,144.77</u>	<u>11,934,144.77</u>	
<u>NEGOTIABLE CERTIFICATES OF DEPOSIT</u>				
Credit Agricole Corporate And Investment Bank, New	9/7/2021	7,000,000.00	7,000,000.00	0.06
Credit Agricole Corporate And Investment Bank, New	9/7/2021	2,200,000.00	2,200,000.00	0.06
Credit Suisse AG, New York Branch	3/17/2023	2,160,000.00	2,158,164.00	0.64
Credit Suisse AG, New York Branch	3/17/2023	940,000.00	939,201.00	0.64
DNB Bank ASA, New York Branch	12/2/2022	2,700,000.00	2,753,433.00	0.47
DNB Bank ASA, New York Branch	12/2/2022	1,175,000.00	1,198,253.25	0.47
Nordea Bank Abp, New York Branch	8/26/2022	2,700,000.00	2,745,981.00	0.14
Nordea Bank Abp, New York Branch	8/26/2022	1,175,000.00	1,195,010.25	0.14
Skandinaviska Enskilda Banken AB (publ)	8/26/2022	2,700,000.00	2,746,116.00	0.15
Skandinaviska Enskilda Banken AB (publ)	8/26/2022	1,175,000.00	1,195,069.00	0.15
Sumitomo Mitsui Banking Corporation, New York Bra	7/8/2022	2,145,000.00	2,145,879.45	0.65
Sumitomo Mitsui Banking Corporation, New York Bra	7/8/2022	930,000.00	930,381.30	0.65
SUB-TOTAL		<u>27,000,000.00</u>	<u>27,207,488.25</u>	

<u>U.S. TREASURY OBLIGATIONS</u>				
DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
UNITED STATES TREASURY	8/31/2022	3,989,673.83	4,223,911.50	0.09
UNITED STATES TREASURY	8/31/2022	2,874,960.94	3,053,430.00	0.09
UNITED STATES TREASURY	11/30/2022	7,718,648.44	7,983,456.00	0.11
UNITED STATES TREASURY	4/30/2023	5,234,208.98	5,377,995.00	0.16
UNITED STATES TREASURY	5/31/2023	7,787,187.50	8,203,440.00	0.17
UNITED STATES TREASURY	10/31/2023	8,007,187.50	8,239,040.00	0.24
UNITED STATES TREASURY	8/15/2022	6,983,046.88	7,094,920.00	0.08
UNITED STATES TREASURY	10/15/2022	7,957,187.50	8,114,400.00	0.10
UNITED STATES TREASURY	10/31/2024	7,758,691.41	7,752,225.00	0.43
UNITED STATES TREASURY	1/31/2025	8,313,750.00	8,237,200.00	0.50
UNITED STATES TREASURY	3/31/2025	1,989,687.50	1,997,660.00	0.53
UNITED STATES TREASURY	4/30/2025	7,440,527.34	7,450,500.00	0.56
UNITED STATES TREASURY	12/15/2023	7,978,437.50	7,973,760.00	0.27
UNITED STATES TREASURY	4/15/2024	8,013,437.50	8,008,160.00	0.34
UNITED STATES TREASURY	5/15/2024	3,988,281.25	3,989,240.00	0.35
UNITED STATES TREASURY	6/15/2024	10,975,937.50	10,965,680.00	0.36
UNITED STATES TREASURY	7/15/2024	7,502,050.78	7,498,800.00	0.38
UNITED STATES TREASURY	5/15/2022	7,940,162.11	7,927,614.15	0.08
UNITED STATES TREASURY	5/15/2022	1,979,554.69	1,978,099.50	0.08
UNITED STATES TREASURY	9/30/2022	4,574,116.40	4,625,446.50	0.11
UNITED STATES TREASURY	9/30/2022	10,407,680.66	10,507,752.50	0.11
UNITED STATES TREASURY	9/30/2022	4,212,140.63	4,274,340.00	0.10
UNITED STATES TREASURY	9/30/2022	9,332,563.95	9,307,895.31	0.10
UNITED STATES TREASURY	9/30/2022	2,988,410.86	3,160,307.81	0.10
UNITED STATES TREASURY	10/15/2022	6,859,031.25	6,998,109.38	0.11
UNITED STATES TREASURY	10/15/2022	3,944,908.20	4,006,164.06	0.11
UNITED STATES TREASURY	12/31/2024	4,074,494.92	4,075,275.70	0.47
UNITED STATES TREASURY	12/31/2024	6,095,705.27	6,112,913.55	0.47
UNITED STATES TREASURY	3/15/2023	4,087,313.28	4,077,175.78	0.14
UNITED STATES TREASURY	3/15/2023	5,110,995.70	5,097,726.56	0.14
UNITED STATES TREASURY	3/15/2023	3,678,658.20	3,669,960.94	0.14
UNITED STATES TREASURY	3/15/2023	4,132,031.25	4,122,421.88	0.14
UNITED STATES TREASURY	3/15/2023	2,821,000.00	2,815,312.50	0.14
UNITED STATES TREASURY	3/15/2023	614,622.66	613,335.94	0.14
UNITED STATES TREASURY	5/15/2023	4,098,078.13	4,097,437.50	0.16
UNITED STATES TREASURY	5/15/2023	5,623,022.46	5,621,484.38	0.16
UNITED STATES TREASURY	10/15/2023	4,564,634.77	4,564,111.50	0.24
UNITED STATES TREASURY	10/15/2023	5,685,972.66	5,686,434.00	0.24
UNITED STATES TREASURY	10/15/2023	4,989,843.75	4,989,062.50	0.23
UNITED STATES TREASURY	10/15/2023	4,096,476.56	4,091,031.25	0.23
UNITED STATES TREASURY	10/15/2023	6,972,656.25	6,984,687.50	0.23
UNITED STATES TREASURY	10/15/2023	4,099,725.00	4,101,009.38	0.23
UNITED STATES TREASURY	10/15/2023	3,142,863.28	3,143,109.38	0.23
UNITED STATES TREASURY	10/15/2023	3,142,248.05	3,143,109.38	0.23
UNITED STATES TREASURY	12/15/2023	7,277,187.50	7,276,056.00	0.27
UNITED STATES TREASURY	6/15/2024	7,485,058.59	7,476,600.00	0.36
UNITED STATES TREASURY	6/15/2024	11,647,898.44	11,663,496.00	0.36
UNITED STATES TREASURY	6/15/2024	4,181,132.81	4,186,875.00	0.36
UNITED STATES TREASURY	1/27/2022	8,693,013.44	8,693,340.30	0.04
UNITED STATES TREASURY	12/31/2022	33,027,093.75	33,036,035.20	0.13
UNITED STATES TREASURY	12/31/2022	3,749,560.55	3,749,550.00	0.13
UNITED STATES TREASURY	12/31/2022	5,799,668.82	5,799,304.00	0.13
UNITED STATES TREASURY	12/31/2022	11,688,649.69	11,688,023.78	0.13
UNITED STATES TREASURY	12/31/2022	23,149,000.00	23,146,372.12	0.13
UNITED STATES TREASURY	1/31/2023	6,060,738.49	6,058,230.53	0.14
UNITED STATES TREASURY	1/31/2023	4,417,707.64	4,415,793.36	0.14
UNITED STATES TREASURY	1/31/2023	759,507.62	759,178.51	0.14
UNITED STATES TREASURY	1/31/2023	3,980,777.34	3,979,363.20	0.14
UNITED STATES TREASURY	1/31/2023	910,213.28	909,854.40	0.14
UNITED STATES TREASURY	1/31/2023	2,320,725.00	2,319,628.80	0.14
UNITED STATES TREASURY	1/31/2023	4,351,359.38	4,349,304.00	0.14
UNITED STATES TREASURY	1/31/2023	3,110,242.97	3,109,502.40	0.14
UNITED STATES TREASURY	1/31/2023	1,034,959.57	1,034,834.40	0.14
UNITED STATES TREASURY	1/31/2023	45,000.00	44,992.80	0.14
UNITED STATES TREASURY	1/31/2023	8,817,010.26	8,813,189.66	0.14
UNITED STATES TREASURY	1/31/2023	2,756,099.63	2,754,959.14	0.14
UNITED STATES TREASURY	3/31/2023	1,709,064.84	1,709,127.90	0.16

**Orange County Transportation Authority
Portfolio Listing
As of August 31, 2021**

DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
UNITED STATES TREASURY	3/31/2023	1,604,247.66	1,604,181.45	0.16
UNITED STATES TREASURY	4/30/2023	11,616,405.93	11,612,330.80	0.16
UNITED STATES TREASURY	4/30/2023	5,008,450.41	5,006,693.40	0.16
UNITED STATES TREASURY	5/15/2024	27,629,233.85	27,600,554.25	0.35
UNITED STATES TREASURY	5/15/2024	2,361,089.00	2,358,638.15	0.35
UNITED STATES TREASURY	5/15/2024	4,144,488.28	4,138,836.50	0.35
UNITED STATES TREASURY	5/15/2024	14,710,632.73	14,695,362.85	0.35
UNITED STATES TREASURY	7/31/2023	334,424.22	334,608.05	0.19
UNITED STATES TREASURY	8/15/2024	2,084,982.19	2,086,371.36	0.40
UNITED STATES TREASURY	8/15/2024	2,338,157.66	2,340,173.24	0.40
UNITED STATES TREASURY	8/31/2023	983,435.25	984,322.56	0.21
UNITED STATES TREASURY	8/31/2023	3,449,554.50	3,452,666.88	0.21
UNITED STATES TREASURY	8/31/2023	4,916,577.75	4,921,013.76	0.21
UNITED STATES TREASURY	7/31/2022	4,148,885.94	4,213,185.25	0.08
UNITED STATES TREASURY	7/31/2022	5,216,656.25	5,285,540.00	0.08
UNITED STATES TREASURY	7/31/2022	1,603,512.50	1,656,813.50	0.08
UNITED STATES TREASURY	9/30/2022	5,247,312.92	5,365,561.50	0.11
UNITED STATES TREASURY	9/30/2022	2,287,290.25	2,338,834.50	0.11
UNITED STATES TREASURY	10/31/2022	3,734,611.51	3,837,422.25	0.12
UNITED STATES TREASURY	10/31/2022	1,626,122.46	1,670,888.25	0.12
UNITED STATES TREASURY	2/28/2023	3,858,642.98	4,003,862.20	0.14
UNITED STATES TREASURY	2/28/2023	1,679,409.38	1,742,613.60	0.14
UNITED STATES TREASURY	12/31/2022	1,024,528.13	1,057,315.60	0.13
UNITED STATES TREASURY	12/31/2022	6,439,408.22	6,764,766.80	0.13
UNITED STATES TREASURY	12/31/2022	3,302,362.50	3,408,046.40	0.13
UNITED STATES TREASURY	1/31/2023	2,901,853.51	2,955,487.40	0.15
UNITED STATES TREASURY	1/31/2023	1,253,320.31	1,278,325.00	0.15
UNITED STATES TREASURY	1/31/2023	10,041.02	10,226.60	0.15
UNITED STATES TREASURY	3/31/2023	7,118,586.91	7,123,776.75	0.15
UNITED STATES TREASURY	3/31/2023	4,643,666.01	4,647,051.50	0.15
UNITED STATES TREASURY	3/31/2023	3,546,536.13	3,549,121.75	0.15
UNITED STATES TREASURY	6/30/2023	2,857,788.28	2,850,933.60	0.18
UNITED STATES TREASURY	6/30/2023	1,239,399.22	1,236,426.40	0.18
UNITED STATES TREASURY	11/15/2022	2,787,166.41	2,840,778.00	0.12
UNITED STATES TREASURY	11/15/2022	1,208,771.09	1,232,022.00	0.12
UNITED STATES TREASURY	4/30/2024	3,103,259.38	3,091,453.60	0.33
UNITED STATES TREASURY	4/30/2024	1,352,433.98	1,347,288.90	0.33
UNITED STATES TREASURY	10/15/2022	521,718.75	532,507.50	0.10
UNITED STATES TREASURY	10/15/2022	223,593.75	228,217.50	0.10
UNITED STATES TREASURY	10/31/2024	3,611,739.65	3,602,200.55	0.43
UNITED STATES TREASURY	10/31/2024	1,570,096.29	1,565,949.45	0.43
UNITED STATES TREASURY	11/30/2024	1,519,250.78	1,514,385.15	0.45
UNITED STATES TREASURY	11/30/2024	4,402,568.36	4,393,267.50	0.45
UNITED STATES TREASURY	11/30/2024	2,577,022.66	2,568,769.35	0.45
UNITED STATES TREASURY	1/15/2023	673,297.66	682,616.10	0.13
UNITED STATES TREASURY	1/15/2023	4,101,875.00	4,075,320.00	0.13
UNITED STATES TREASURY	1/15/2023	2,039,991.40	2,068,224.90	0.13
UNITED STATES TREASURY	5/15/2023	1,529,483.59	1,533,802.70	0.17
UNITED STATES TREASURY	5/15/2023	662,610.16	664,481.30	0.17
UNITED STATES TREASURY	6/15/2023	2,472,026.17	2,472,618.20	0.19
UNITED STATES TREASURY	6/15/2023	1,051,927.73	1,051,113.00	0.19
UNITED STATES TREASURY	6/15/2023	1,531,255.08	1,531,621.80	0.19
UNITED STATES TREASURY	10/15/2023	6,951,668.56	6,948,423.30	0.24
UNITED STATES TREASURY	10/15/2023	3,029,190.82	3,027,776.70	0.24
UNITED STATES TREASURY	11/15/2023	2,872,130.08	2,870,114.80	0.25
UNITED STATES TREASURY	11/15/2023	1,250,927.73	1,250,050.00	0.25
UNITED STATES TREASURY	11/30/2022	609,428.13	610,140.30	0.11
UNITED STATES TREASURY	11/30/2022	264,751.56	265,060.95	0.11
UNITED STATES TREASURY	12/15/2023	658,504.69	657,835.20	0.27
UNITED STATES TREASURY	12/15/2023	2,418,842.77	2,417,046.00	0.27
UNITED STATES TREASURY	12/15/2023	1,336,964.06	1,335,604.80	0.27
UNITED STATES TREASURY	12/31/2022	1,339,895.31	1,339,839.20	0.13
UNITED STATES TREASURY	12/31/2022	584,954.30	584,929.80	0.13
UNITED STATES TREASURY	1/31/2023	4,876,142.57	4,874,220.00	0.14
UNITED STATES TREASURY	1/31/2023	2,125,488.05	2,124,660.00	0.14
UNITED STATES TREASURY	2/15/2024	3,574,433.98	3,575,281.00	0.29
UNITED STATES TREASURY	2/15/2024	1,553,235.94	1,553,604.00	0.29
UNITED STATES TREASURY	3/15/2024	3,111,103.12	3,115,008.00	0.31
UNITED STATES TREASURY	3/15/2024	2,744,306.64	2,745,600.00	0.31
UNITED STATES TREASURY	3/15/2024	2,547,714.26	2,550,912.00	0.31
UNITED STATES TREASURY	3/31/2023	1,394,182.62	1,394,288.55	0.16
UNITED STATES TREASURY	3/31/2023	604,645.51	604,691.45	0.16
UNITED STATES TREASURY	4/15/2024	2,091,551.17	2,092,131.80	0.34
UNITED STATES TREASURY	4/15/2024	910,675.39	910,928.20	0.34
UNITED STATES TREASURY	6/15/2024	1,939,833.59	1,938,931.60	0.36
UNITED STATES TREASURY	6/15/2024	4,470,820.31	4,485,960.00	0.36
UNITED STATES TREASURY	6/15/2024	5,973,750.00	5,981,280.00	0.36
UNITED STATES TREASURY	6/15/2024	852,728.91	852,332.40	0.36
UNITED STATES TREASURY	6/15/2024	1,987,031.25	1,993,760.00	0.36
UNITED STATES TREASURY	6/15/2024	1,991,250.00	1,993,760.00	0.36
UNITED STATES TREASURY	7/15/2024	2,844,656.25	2,849,544.00	0.38
UNITED STATES TREASURY	7/15/2024	5,506,015.63	5,499,120.00	0.38
UNITED STATES TREASURY	7/15/2024	1,544,818.95	1,544,752.80	0.38
UNITED STATES TREASURY	7/15/2024	9,996,875.00	9,998,400.00	0.38
UNITED STATES TREASURY	7/15/2024	1,597,062.50	1,599,744.00	0.38
UNITED STATES TREASURY	7/15/2024	1,197,750.00	1,199,808.00	0.38
UNITED STATES TREASURY	7/15/2024	2,402,625.00	2,399,616.00	0.38
UNITED STATES TREASURY	7/15/2024	674,920.90	674,892.00	0.38
UNITED STATES TREASURY	7/15/2024	748,623.05	749,880.00	0.38
UNITED STATES TREASURY	8/15/2024	3,095,035.16	3,097,582.00	0.40
UNITED STATES TREASURY	8/15/2024	1,497,246.09	1,498,830.00	0.40
UNITED STATES TREASURY	8/15/2024	998,164.06	999,220.00	0.40
SUB-TOTAL		678,785,138.56	682,262,906.26	
FEDERAL AGENCY/GSE				
FEDERAL HOME LOAN BANKS	9/8/2023	4,135,800.00	4,173,040.00	0.23
FEDERAL HOME LOAN BANKS	9/8/2023	4,104,600.00	4,173,040.00	0.23
FEDERAL HOME LOAN BANKS	3/8/2024	5,201,750.00	5,195,600.00	0.31
FEDERAL HOME LOAN BANKS	3/10/2023	5,053,550.00	5,197,950.00	0.15
FEDERAL HOME LOAN BANKS	6/10/2022	4,988,900.00	5,103,200.00	0.09
FEDERAL HOME LOAN BANKS	12/9/2022	7,058,660.00	7,252,350.00	0.16
FEDERAL HOME LOAN BANKS	6/9/2023	3,977,720.00	4,137,840.00	0.18
FEDERAL HOME LOAN BANKS	6/9/2023	4,029,880.00	4,137,840.00	0.18
FEDERAL HOME LOAN BANKS	9/9/2022	6,828,560.00	7,009,236.00	0.11
FEDERAL FARM CREDIT BANKS FUNDING CORP	12/17/2021	6,022,920.00	6,048,060.00	0.08
FEDERAL FARM CREDIT BANKS FUNDING CORP	11/15/2021	7,034,930.00	7,042,490.00	0.10
FEDERAL FARM CREDIT BANKS FUNDING CORP	7/17/2023	5,060,200.00	5,249,650.00	0.21
FEDERAL FARM CREDIT BANKS FUNDING CORP	6/26/2023	6,967,450.00	7,198,450.00	0.21
FEDERAL FARM CREDIT BANKS FUNDING CORP	2/1/2023	4,996,450.00	5,121,550.00	0.13
FEDERAL FARM CREDIT BANKS FUNDING CORP	8/14/2023	4,993,550.00	5,132,300.00	0.24
FEDERAL FARM CREDIT BANKS FUNDING CORP	8/14/2023	7,983,280.00	7,993,600.00	0.24

**Orange County Transportation Authority
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DESCRIPTION	MATURITY DATE	BOOK VALUE	MARKET VALUE	YIELD
FEDERAL FARM CREDIT BANKS FUNDING CORP	2/21/2023	5,000,600.00	5,096,100.00	0.14
FEDERAL FARM CREDIT BANKS FUNDING CORP	5/6/2022	5,627,843.55	5,640,747.70	0.10
FEDERAL FARM CREDIT BANKS FUNDING CORP	10/2/2023	4,994,600.00	4,997,950.00	0.22
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5/22/2023	6,111,548.70	6,138,888.50	0.17
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	3,203,098.50	3,213,081.60	0.20
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	5,000,300.00	5,004,800.00	0.20
FEDERAL NATIONAL MORTGAGE ASSOCIATION	11/27/2023	1,797,948.00	1,801,152.00	0.22
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	6,815,760.00	7,046,690.00	0.06
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/19/2023	4,411,710.00	4,638,735.00	0.14
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/19/2023	2,233,875.00	2,370,909.00	0.14
FEDERAL NATIONAL MORTGAGE ASSOCIATION	4/12/2022	6,370,496.00	6,485,312.00	0.08
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	8,248,720.00	8,065,600.00	0.14
FEDERAL HOME LOAN MORTGAGE CORP	5/5/2023	7,621,797.50	7,652,297.50	0.16
FEDERAL HOME LOAN MORTGAGE CORP	6/26/2023	7,463,143.80	7,490,164.65	0.21
FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023	8,001,840.00	8,002,800.00	0.23
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	5,098,317.00	5,106,171.00	0.19
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	3,001,860.00	3,003,630.00	0.19
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	6,376,128.00	6,386,112.00	0.23
FEDERAL HOME LOAN MORTGAGE CORP	11/6/2023	4,705,761.00	4,710,141.30	0.25
FEDERAL HOME LOAN MORTGAGE CORP	12/4/2023	5,959,094.65	5,963,389.45	0.26
FEDERAL HOME LOAN MORTGAGE CORP	8/12/2025	4,095,490.00	4,083,788.60	0.70
FEDERAL HOME LOAN MORTGAGE CORP	10/13/2023	4,097,950.00	4,099,881.10	0.30
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	3,857,469.00	3,875,721.85	0.06
FEDERAL NATIONAL MORTGAGE ASSOCIATION	1/5/2022	5,677,685.00	5,687,747.65	0.06
FEDERAL NATIONAL MORTGAGE ASSOCIATION	10/27/2023	6,098,475.00	6,099,475.40	0.30
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	5,652,771.25	5,620,715.00	0.14
FEDERAL HOME LOAN MORTGAGE CORP	1/13/2022	5,663,313.58	5,620,715.00	0.14
FEDERAL HOME LOAN BANKS	2/12/2026	2,897,970.00	2,883,238.00	0.73
FEDERAL HOME LOAN BANKS	2/12/2026	1,249,125.00	1,242,775.00	0.73
FEDERAL HOME LOAN MORTGAGE CORP	11/25/2024	1,570,000.00	1,571,161.80	0.39
FEDERAL HOME LOAN MORTGAGE CORP	11/25/2024	680,000.00	680,503.20	0.39
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5/22/2023	5,687,827.95	5,713,272.25	0.17
FEDERAL NATIONAL MORTGAGE ASSOCIATION	5/22/2023	2,472,535.20	2,483,596.00	0.17
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	5,403,357.75	5,420,198.40	0.20
FEDERAL NATIONAL MORTGAGE ASSOCIATION	7/10/2023	2,354,926.00	2,362,265.60	0.20
FEDERAL HOME LOAN MORTGAGE CORP	4/20/2023	5,241,862.50	5,278,752.60	0.10
FEDERAL HOME LOAN MORTGAGE CORP	4/20/2023	2,284,275.00	2,300,350.80	0.10
FEDERAL HOME LOAN MORTGAGE CORP	5/5/2023	4,977,908.40	4,997,828.40	0.16
FEDERAL HOME LOAN MORTGAGE CORP	5/5/2023	2,169,088.60	2,177,768.60	0.16
FEDERAL HOME LOAN MORTGAGE CORP	6/26/2023	5,144,932.80	5,163,560.40	0.21
FEDERAL HOME LOAN MORTGAGE CORP	6/26/2023	2,238,444.60	2,246,549.05	0.21
FEDERAL HOME LOAN MORTGAGE CORP	7/25/2022	3,457,169.10	3,466,212.75	0.09
FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023	6,403,461.80	6,412,243.50	0.23
FEDERAL HOME LOAN MORTGAGE CORP	8/24/2023	2,787,154.20	2,790,976.50	0.23
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	2,550,465.66	2,553,085.50	0.19
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	6,997,690.00	7,008,470.00	0.19
FEDERAL HOME LOAN MORTGAGE CORP	9/8/2023	2,725,497.61	2,728,297.25	0.19
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	1,549,199.85	1,551,625.65	0.23
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	1,991,720.00	1,995,660.00	0.23
FEDERAL HOME LOAN MORTGAGE CORP	10/16/2023	1,539,237.15	1,541,647.35	0.23
FEDERAL HOME LOAN MORTGAGE CORP	11/6/2023	5,709,856.50	5,715,171.45	0.25
FEDERAL HOME LOAN MORTGAGE CORP	11/6/2023	2,482,763.50	2,485,074.55	0.25
FEDERAL HOME LOAN MORTGAGE CORP	12/4/2023	4,820,223.25	4,823,697.25	0.26
FEDERAL HOME LOAN MORTGAGE CORP	12/4/2023	2,097,921.00	2,099,433.00	0.26
FHMS K-727 A1	10/25/2023	320,002.01	330,766.45	0.40
SUB-TOTAL		321,430,410.96	324,093,093.60	

MEDIUM TERM NOTES

AMAZON.COM INC	5/12/2024	3,265,225.80	3,271,700.40	0.43
AMERICAN HONDA FINANCE CORP	11/16/2022	2,021,300.00	2,054,640.00	0.33
AMERICAN HONDA FINANCE CORP	1/12/2024	1,585,215.00	1,603,305.00	0.61
APPLE INC	5/3/2023	1,977,040.00	2,071,340.00	0.26
APPLE INC	2/23/2023	2,949,060.00	3,102,450.00	0.24
BANK OF AMERICA CORP	1/11/2023	3,034,740.00	3,124,110.00	0.25
BANK OF NEW YORK MELLON CORP	1/29/2023	2,944,320.00	3,106,350.00	0.27
BERKSHIRE HATHAWAY INC	3/15/2023	2,324,460.00	3,102,390.00	0.26
BERKSHIRE HATHAWAY INC	3/15/2023	2,014,300.00	2,068,260.00	0.26
CATERPILLAR FINANCIAL SERVICES CORP	5/17/2024	5,193,032.00	5,203,068.00	0.43
DEERE & CO	6/8/2022	1,466,700.00	1,518,930.00	0.17
JOHN DEERE CAPITAL CORP	1/17/2024	3,512,504.35	3,516,827.80	0.43
PACCAR FINANCIAL CORP	9/26/2022	1,498,170.00	1,529,025.00	0.19
PACCAR FINANCIAL CORP	2/7/2023	2,274,886.25	2,327,620.75	0.28
PACCAR FINANCIAL CORP	2/2/2024	1,618,120.80	1,615,237.20	0.47
ROYAL BANK OF CANADA	11/1/2024	4,205,160.00	4,194,400.00	0.70
SALESFORCE.COM INC	7/15/2024	564,711.85	566,231.70	0.37
CHARLES SCHWAB CORP	3/18/2024	2,333,832.50	2,350,854.65	0.47
CHARLES SCHWAB CORP	3/18/2024	2,006,720.00	2,013,580.00	0.47
TORONTO-DOMINION BANK	6/12/2024	3,171,900.00	3,171,270.00	0.58
TOYOTA MOTOR CREDIT CORP	4/6/2023	1,798,542.00	1,803,474.00	0.28
TOYOTA MOTOR CREDIT CORP	6/18/2024	3,086,322.90	3,083,572.80	0.58
US BANCORP	2/5/2024	2,107,940.00	2,133,140.00	0.51
US BANCORP	7/30/2024	2,662,075.00	2,632,250.00	0.51
VISA INC	12/14/2022	1,962,480.00	2,057,940.00	0.21
WALMART INC	6/26/2023	3,083,010.00	3,164,010.00	0.24
WALMART INC	6/26/2023	2,056,460.00	2,109,340.00	0.24
ASSOCIATION OF AMERICAN MEDICAL COLLEGES	10/1/2022	2,990,000.00	3,018,076.10	1.05
BAYCARE HEALTH SYSTEM INC	11/15/2022	1,456,344.00	1,476,345.60	0.51
COMCAST CORP	10/15/2025	4,042,256.85	4,033,580.85	0.96
CREDIT SUISSE AG (NEW YORK BRANCH)	2/2/2024	2,655,000.00	2,652,530.85	0.53
GEORGIA-PACIFIC LLC	5/15/2024	3,064,049.85	3,071,467.15	0.55
HORMEL FOODS CORP	6/3/2024	3,344,397.90	3,350,853.75	0.42
NATIONAL SECURITIES CLEARING CORP	4/23/2023	3,162,024.90	3,210,734.25	0.32
PACIFIC LIFE GLOBAL FUNDING II	9/23/2023	2,022,468.75	2,029,860.00	0.38
PROTECTIVE LIFE GLOBAL FUNDING	6/9/2023	3,500,000.00	3,546,760.00	0.33
SECURITY BENEFIT GLOBAL FUNDING	5/17/2024	3,128,810.60	3,152,567.30	0.98
TOYOTA MOTOR CREDIT CORP	1/11/2024	2,544,847.30	2,543,294.85	0.48
VIRGINIA ELECTRIC AND POWER CO	3/15/2023	2,087,580.00	2,062,320.00	0.33
ADOBE INC	2/1/2023	768,945.10	785,977.50	0.23
ADOBE INC	2/1/2023	334,541.05	341,951.25	0.23
AMAZON.COM INC	5/12/2024	1,427,912.20	1,430,743.60	0.43
AMAZON.COM INC	5/12/2024	619,094.80	620,322.40	0.43
AMERICAN EXPRESS CO	5/20/2022	1,088,692.00	1,107,352.80	0.23
AMERICAN EXPRESS CO	5/20/2022	469,436.00	477,482.40	0.23
AMERIPRISE FINANCIAL INC	3/22/2022	1,037,223.20	1,056,224.00	0.20
AMERIPRISE FINANCIAL INC	3/22/2022	119,679.60	121,674.00	0.20
AMERIPRISE FINANCIAL INC	3/22/2022	498,863.00	507,998.00	0.20
APPLE INC	5/11/2023	1,007,252.80	1,018,686.00	0.24
APPLE INC	5/11/2023	433,816.80	438,741.00	0.24
TRUIST FINANCIAL CORP	3/16/2023	1,358,993.60	1,397,549.60	0.29
TRUIST FINANCIAL CORP	3/16/2023	584,567.10	601,151.85	0.29
BANK OF NEW YORK MELLON CORP	4/28/2023	947,355.50	957,747.70	0.32

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BANK OF NEW YORK MELLON CORP	4/28/2023	404,968.45	409,410.83	0.32
CATERPILLAR FINANCIAL SERVICES CORP	11/29/2022	262,776.80	267,402.20	0.26
CATERPILLAR FINANCIAL SERVICES CORP	5/17/2024	1,448,057.00	1,450,855.50	0.43
CATERPILLAR FINANCIAL SERVICES CORP	5/17/2024	624,162.50	625,368.75	0.43
CHEVRON CORP	5/11/2023	320,000.00	324,758.40	0.26
CHEVRON CORP	5/11/2023	135,000.00	137,007.45	0.26
CITIGROUP GLOBAL MARKETS HOLDINGS INC	6/7/2024	1,400,000.00	1,394,358.00	0.90
CITIGROUP GLOBAL MARKETS HOLDINGS INC	6/7/2024	600,000.00	597,582.00	0.90
COMERICA INC	7/31/2023	1,484,014.00	1,483,902.00	0.42
COMERICA INC	7/31/2023	636,006.00	635,958.00	0.42
CONSUMERS ENERGY CO	6/1/2023	409,860.60	410,299.30	0.31
CONSUMERS ENERGY CO	6/1/2023	169,942.20	170,124.10	0.31
JOHN DEERE CAPITAL CORP	4/6/2023	359,913.60	365,130.00	0.30
JOHN DEERE CAPITAL CORP	4/6/2023	159,961.60	162,280.00	0.30
DUKE ENERGY CAROLINAS LLC	3/15/2023	995,766.05	1,012,993.70	0.42
DUKE ENERGY CAROLINAS LLC	3/15/2023	753,142.85	766,172.90	0.42
DUKE ENERGY CAROLINAS LLC	3/15/2023	753,142.85	766,172.90	0.42
ERP OPERATING LP	4/15/2023	1,355,016.00	1,336,156.20	0.38
ERP OPERATING LP	4/15/2023	578,770.40	570,714.78	0.38
ENTERGY LOUISIANA LLC	11/17/2023	759,863.20	760,326.80	0.42
ENTERGY LOUISIANA LLC	11/17/2023	290,436.20	290,421.70	0.42
ENTERGY LOUISIANA LLC	11/17/2023	449,919.00	449,896.50	0.42
EQUITABLE FINANCIAL LIFE GLOBAL FUNDING	8/12/2024	1,784,839.35	1,788,587.85	0.73
EQUITABLE FINANCIAL LIFE GLOBAL FUNDING	8/12/2024	719,935.20	721,447.20	0.73
FIFTH THIRD BANK NA (OHIO)	1/30/2023	1,029,134.80	1,051,599.10	0.22
FIFTH THIRD BANK NA (OHIO)	1/30/2023	444,626.20	454,331.65	0.22
HORMEL FOODS CORP	6/3/2024	259,953.20	260,455.00	0.42
HORMEL FOODS CORP	6/3/2024	104,981.10	105,183.75	0.42
HUNTINGTON NATIONAL BANK	2/3/2023	1,099,076.00	1,122,044.00	0.30
HUNTINGTON NATIONAL BANK	2/3/2023	469,605.20	479,418.80	0.30
KEYBANK NA	3/7/2023	101,937.64	102,530.54	0.32
KEYBANK NA	3/7/2023	311,595.00	313,869.00	0.32
KEYBANK NA	3/7/2023	150,524.50	151,703.35	0.32
KEYBANK NA	3/7/2023	821,620.13	823,383.01	0.32
KEYBANK NA	3/7/2023	592,902.60	596,351.10	0.32
NEW YORK LIFE GLOBAL FUNDING	8/27/2024	1,547,845.50	1,550,387.50	0.59
NEW YORK LIFE GLOBAL FUNDING	8/27/2024	624,131.25	625,156.25	0.59
NIKE INC	3/27/2025	89,877.60	95,369.40	0.67
NIKE INC	3/27/2025	44,938.80	47,684.70	0.67
OKLAHOMA GAS AND ELECTRIC CO	5/26/2023	430,000.00	430,172.00	0.38
OKLAHOMA GAS AND ELECTRIC CO	5/26/2023	190,000.00	190,076.00	0.38
PNC BANK NA	2/24/2023	220,000.00	221,526.80	0.30
PNC BANK NA	2/24/2023	95,000.00	95,659.30	0.30
PACCAR FINANCIAL CORP	9/26/2022	499,390.00	509,675.00	0.19
PACCAR FINANCIAL CORP	9/26/2022	214,737.70	219,160.25	0.19
PACCAR FINANCIAL CORP	2/7/2023	1,399,930.00	1,432,382.00	0.28
PACCAR FINANCIAL CORP	2/7/2023	599,970.00	613,878.00	0.28
PACCAR FINANCIAL CORP	8/9/2024	684,630.10	683,321.75	0.58
PACCAR FINANCIAL CORP	8/9/2024	274,851.50	274,326.25	0.58
PRECISION CASTPARTS CORP	1/15/2023	1,370,472.00	1,394,000.00	0.27
PRECISION CASTPARTS CORP	1/15/2023	594,543.00	604,750.00	0.27
PRINCIPAL LIFE GLOBAL FUNDING II	8/23/2024	799,504.00	801,288.00	0.70
PRINCIPAL LIFE GLOBAL FUNDING II	8/23/2024	324,798.50	325,523.25	0.70
ROCKWELL AUTOMATION INC	8/15/2023	314,848.80	315,072.45	0.33
ROCKWELL AUTOMATION INC	8/15/2023	124,940.00	125,028.75	0.33
SALESFORCE.COM INC	7/15/2024	349,821.50	350,763.00	0.37
SALESFORCE.COM INC	7/15/2024	149,923.50	150,327.00	0.37
CHARLES SCHWAB CORP	3/18/2024	1,229,385.00	1,238,351.70	0.47
CHARLES SCHWAB CORP	3/18/2024	524,737.50	528,564.75	0.47
UNITEDHEALTH GROUP INC	5/15/2024	1,188,762.40	1,190,404.60	0.50
UNITEDHEALTH GROUP INC	5/15/2024	514,464.40	515,175.10	0.50
WALMART INC	12/15/2022	920,331.20	913,131.10	0.19
WELLS FARGO BANK NA	10/22/2021	939,896.60	944,540.20	0.01
WELLS FARGO BANK NA	10/22/2021	399,956.00	401,932.00	0.01
ADOBE INC	2/1/2023	314,568.45	321,536.25	0.23
ADOBE INC	2/1/2023	134,815.05	137,801.25	0.23
AMAZON.COM INC	6/3/2023	1,408,026.00	1,416,330.90	0.14
AMAZON.COM INC	6/3/2023	614,139.00	617,761.35	0.14
AMAZON.COM INC	5/12/2024	2,047,007.00	2,051,066.00	0.43
AMAZON.COM INC	5/12/2024	888,700.80	890,462.80	0.43
AMERICAN HONDA FINANCE CORP	6/27/2022	2,647,562.00	2,692,029.00	0.27
AMERICAN HONDA FINANCE CORP	6/27/2022	1,148,942.00	1,168,239.00	0.27
APPLE INC	9/11/2022	409,930.30	416,338.60	0.19
APPLE INC	9/11/2022	179,969.40	182,782.80	0.19
APPLE INC	5/11/2023	1,027,198.40	1,038,858.00	0.24
APPLE INC	5/11/2023	448,776.00	453,870.00	0.24
ASTRAZENECA FINANCE LLC	5/28/2024	1,339,879.40	1,341,728.60	0.53
ASTRAZENECA FINANCE LLC	5/28/2024	584,947.35	585,754.65	0.53
BMW US CAPITAL LLC	8/12/2024	619,944.20	622,982.20	0.59
BMW US CAPITAL LLC	8/12/2024	254,977.05	256,226.55	0.59
BANK OF NEW YORK MELLON CORP	8/23/2022	1,199,616.00	1,220,712.00	0.18
BANK OF NEW YORK MELLON CORP	8/23/2022	524,832.00	534,061.50	0.18
BANK OF NEW YORK MELLON CORP	1/27/2023	764,464.50	781,577.55	0.22
BANK OF NEW YORK MELLON CORP	1/27/2023	334,765.50	342,259.45	0.22
BANK OF NEW YORK MELLON CORP	4/24/2025	890,619.00	894,403.50	0.80
BANK OF NEW YORK MELLON CORP	4/24/2025	389,006.00	390,659.00	0.80
BRISTOL-MYERS SQUIBB CO	11/13/2023	1,325,000.00	1,325,702.25	0.27
BRISTOL-MYERS SQUIBB CO	11/13/2023	575,000.00	575,304.75	0.27
BURLINGTON NORTHERN SANTA FE LLC	4/1/2025	527,548.70	528,298.40	0.63
BURLINGTON NORTHERN SANTA FE LLC	4/1/2025	226,092.30	226,413.60	0.63
CATERPILLAR FINANCIAL SERVICES CORP	9/6/2022	728,985.30	741,796.80	0.30
CATERPILLAR FINANCIAL SERVICES CORP	9/6/2022	319,555.20	325,171.20	0.30
CATERPILLAR FINANCIAL SERVICES CORP	11/18/2022	349,839.00	357,378.00	0.21
CATERPILLAR FINANCIAL SERVICES CORP	11/18/2022	149,931.00	153,162.00	0.21
CATERPILLAR FINANCIAL SERVICES CORP	7/7/2023	784,560.40	789,576.55	0.33
CATERPILLAR FINANCIAL SERVICES CORP	7/7/2023	339,809.60	341,982.20	0.33
CHEVRON CORP	5/11/2023	610,000.00	619,070.70	0.26
CHEVRON CORP	5/11/2023	265,000.00	268,940.55	0.26
JOHN DEERE CAPITAL CORP	7/5/2023	279,770.40	282,256.80	0.26
JOHN DEERE CAPITAL CORP	7/5/2023	119,901.60	120,967.20	0.26
JOHN DEERE CAPITAL CORP	1/17/2024	554,605.95	555,288.60	0.43
JOHN DEERE CAPITAL CORP	1/17/2024	239,829.60	240,124.80	0.43
GOLDMAN SACHS GROUP INC	3/3/2024	308,599.20	303,156.00	0.67
GOLDMAN SACHS GROUP INC	3/3/2024	132,256.80	129,924.00	0.67
GOLDMAN SACHS GROUP INC	1/27/2023	700,000.00	700,133.00	0.43
GOLDMAN SACHS GROUP INC	1/27/2023	300,000.00	300,057.00	0.43
HONEYWELL INTERNATIONAL INC	8/8/2022	544,449.55	554,156.00	0.18
HONEYWELL INTERNATIONAL INC	8/8/2022	234,762.65	238,948.00	0.18
INTERNATIONAL BUSINESS MACHINES CORP	2/12/2024	720,041.50	703,620.65	0.57
INTERNATIONAL BUSINESS MACHINES CORP	2/12/2024	307,804.00	300,784.40	0.57
JPMORGAN CHASE & CO	4/1/2023	695,000.00	706,495.30	0.37

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JPMORGAN CHASE & CO	4/1/2023	305,000.00	310,044.70	0.37
MORGAN STANLEY	5/19/2022	347,679.50	356,356.00	0.21
MORGAN STANLEY	5/19/2022	149,005.50	152,724.00	0.21
MORGAN STANLEY	2/25/2023	738,979.60	729,478.95	0.39
MORGAN STANLEY	2/25/2023	324,300.40	320,131.05	0.39
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	2/8/2024	564,610.15	562,016.80	0.57
NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	2/8/2024	244,830.95	243,706.40	0.57
NORTHERN TRUST CORP	8/2/2022	703,437.30	708,816.60	0.21
NORTHERN TRUST CORP	8/2/2022	308,702.70	311,063.40	0.21
PNC BANK NA	2/24/2023	560,000.00	563,886.40	0.30
PNC BANK NA	2/24/2023	240,000.00	241,665.60	0.30
PACCAR FINANCIAL CORP	8/11/2023	314,587.35	315,488.25	0.27
PACCAR FINANCIAL CORP	8/11/2023	134,823.15	135,209.25	0.27
PACCAR FINANCIAL CORP	8/9/2024	764,586.90	763,125.75	0.58
PACCAR FINANCIAL CORP	8/9/2024	344,813.70	344,154.75	0.58
PEPSICO INC	5/1/2023	643,722.90	650,643.75	0.22
PEPSICO INC	5/1/2023	279,445.60	282,450.00	0.22
CHARLES SCHWAB CORP	3/18/2024	889,555.00	896,043.10	0.47
CHARLES SCHWAB CORP	3/18/2024	389,805.00	392,648.10	0.47
TOYOTA MOTOR CREDIT CORP	1/11/2024	1,499,910.00	1,498,995.00	0.48
TOYOTA MOTOR CREDIT CORP	1/11/2024	649,961.00	649,564.50	0.48
TOYOTA MOTOR CREDIT CORP	4/6/2023	409,667.90	410,791.30	0.28
TOYOTA MOTOR CREDIT CORP	4/6/2023	174,858.25	175,337.75	0.28
UNILEVER CAPITAL CORP	8/12/2024	485,000.00	485,591.70	0.50
UNILEVER CAPITAL CORP	8/12/2024	220,000.00	220,268.40	0.50
UNITEDHEALTH GROUP INC	5/15/2024	963,996.40	965,328.10	0.50
UNITEDHEALTH GROUP INC	5/15/2024	419,563.20	420,142.80	0.50
SUB-TOTAL		193,497,388.82	195,504,955.66	
<u>MORTGAGE AND ASSET-BACK SECURITIES</u>				
HAROT 2020-1 A3	4/22/2024	2,939,423.76	2,975,868.00	0.41
HAROT 2019-3 A3	8/15/2023	2,165,428.62	2,183,051.68	0.50
HART 2021-A A3	9/15/2025	1,759,814.85	1,759,859.20	0.38
HART 2021-B A3	1/15/2026	3,614,202.17	3,613,626.30	0.61
JDOT 2019-B A3	12/15/2023	870,034.52	879,904.81	0.33
JDOT 2020 A3	8/15/2024	2,124,870.16	2,141,277.50	0.39
MBALT 2021-B A3	11/15/2024	1,989,849.76	1,992,786.00	0.32
MBALT 2020-A A3	12/15/2022	1,192,132.36	1,199,312.09	-0.05
NAROT 2019-C A3	7/15/2024	2,657,522.69	2,684,000.45	0.77
TAOT 2020-D A3	1/15/2025	1,689,685.15	1,692,112.50	0.26
TAOT 2021-A A3	5/15/2025	3,699,313.28	3,700,000.00	0.26
CNH 2020-A A2	7/17/2023	192,508.70	192,727.08	0.38
CARMX 2020-3 B	3/16/2026	737,328.52	737,592.00	0.78
CARMX 2019-3 A4	4/15/2025	470,640.63	470,160.60	0.80
CARMX 2020-2 A4	5/15/2025	1,492,593.75	1,492,557.50	0.84
CARMX 2019-4 B	7/15/2025	1,758,871.25	1,756,241.92	1.11
CARMX 2020-1 A3	12/16/2024	1,024,798.90	1,040,170.00	0.69
CARMX 2020-1 A4	6/16/2025	4,262,480.39	4,230,357.35	0.81
FH G12952	12/1/2022	48,139.56	47,330.87	1.47
FNA 2012-M9 A2	4/25/2022	160,404.43	160,653.30	0.32
FNA 2012-M9 A2	4/25/2022	33,051.75	33,104.32	0.32
FNA 2012-M17 A2	11/25/2022	278,925.39	294,076.58	0.22
FHR 3806 L	2/15/2026	290,644.34	288,953.54	0.23
FHMS 2011-K016 A2	10/25/2021	605,856.27	608,348.75	-0.87
FHMS 2011-K016 A2	10/25/2021	174,881.90	172,299.21	-0.87
FHMS K-020 A2	5/25/2022	483,466.93	501,038.03	0.19
FHMS K-020 A2	5/25/2022	96,685.64	100,207.21	0.19
FHMS K-020 A2	5/25/2022	192,689.97	200,414.41	0.19
FHMS K-021 A2	6/25/2022	962,677.81	994,973.77	0.38
FHMS K-023 A1	4/25/2022	20,190.66	20,852.84	0.22
FHMS K-023 A1	4/25/2022	98,739.35	100,614.97	0.22
FHMS K-025 A1	4/25/2022	32,236.45	32,589.42	0.19
FHMS K-025 A2	10/25/2022	500,603.91	500,510.50	0.46
FHMS K-025 A2	10/25/2022	3,611,499.61	3,610,825.75	0.46
FHMS K-S01 A2	1/25/2023	199,543.63	208,259.63	0.35
FHMS K-027 A1	9/25/2022	23,073.33	23,835.58	0.19
FHMS K-027 A2	1/25/2023	2,101,558.59	2,154,453.00	0.41
FHMS K-027 A2	1/25/2023	1,875,366.21	1,923,618.75	0.41
FHR 4285 BA	12/15/2023	421,904.34	420,198.36	0.58
FHMS K-041 A1	8/25/2024	1,754,221.28	1,737,491.22	0.32
FHMS K-046 A1	1/25/2025	587,443.78	584,984.41	0.27
FHMS K-PLB A	5/25/2025	2,156,328.13	2,146,540.00	0.73
FHMS K-047 A1	12/25/2024	0.02	0.02	0.33
FHMS K-050 A1	1/25/2025	2,561,443.85	2,539,989.99	0.22
FHMS K-051 A2	9/25/2025	4,348,857.42	4,319,720.00	0.84
FHMS K-051 A2	9/25/2025	330,046.88	328,080.00	0.84
FHMS K-051 A2	9/25/2025	1,337,686.53	1,328,724.00	0.84
FHMS K-052 A2	11/25/2025	985,992.19	980,406.00	0.86
FN AM0359	8/1/2022	2,638,200.88	2,639,617.94	0.96
FN AM8892	7/1/2025	2,442,708.02	2,424,948.84	1.29
FN AM8730	7/1/2025	1,796,590.28	1,785,646.83	0.91
FN AN0429	1/1/2025	981,610.35	969,753.87	0.66
FNR 0338C MP	5/25/2023	128,976.19	127,757.54	0.88
FNR 0338C MP	5/25/2023	141,967.32	140,288.33	0.88
FNR 0333J LB	5/25/2023	80,210.55	79,449.22	1.28
FNR 0364L HQ	7/25/2023	90,202.81	89,928.86	0.81
FHR 2666 OD	8/15/2023	84,365.35	83,895.40	1.20
FHR 2666 OD	8/15/2023	87,776.32	87,142.97	1.20
FHR 2756 KA	2/15/2024	340,025.41	334,951.98	1.13
FNR 2008-45 DB	6/25/2023	89,251.77	88,840.02	0.59
FN BM6007	5/1/2023	431,911.26	422,303.53	0.98
FORDF 2017-3 A	9/15/2022	776,132.81	767,295.00	0.26
FORDF 2019-2 B	4/15/2024	1,831,369.92	1,824,210.90	0.68
FORDF 2019-3 A1	9/15/2024	4,105,937.50	4,082,720.00	0.24
FORDF 2020-1 A1	9/15/2025	1,007,617.19	1,005,520.00	0.43
FORDO 2021-A A3	8/15/2025	1,139,287.50	1,140,262.20	0.29
HAROT 2021-3 A3	11/18/2025	5,399,921.16	5,400,810.00	0.40
HART 2019-B C	6/15/2026	1,557,011.72	1,556,820.00	0.91
MMAF 20B A3	8/14/2025	3,469,950.38	3,472,012.60	0.46
MMAF 20A A2	4/9/2024	1,345,154.83	1,350,190.21	0.12
PFSFC 2019-A A2	4/15/2024	517,893.52	511,123.45	0.26
PFSFC 20B A	6/17/2024	1,564,789.51	1,576,690.55	0.26
PFSFC 20E A	10/15/2025	302,156.25	303,015.00	0.52
PFSFC 20E A	10/15/2025	1,007,421.87	1,010,050.00	0.52
SCART 20A A	10/15/2024	1,173,193.63	1,179,860.15	0.58
BMWLT 2021-1 A4	7/25/2024	939,962.69	941,297.20	0.29
BMWLT 2021-1 A4	7/25/2024	409,983.72	410,565.80	0.29
COPAR 2020-1 A3	11/15/2024	1,489,683.22	1,506,866.80	0.59
COPAR 2020-1 A3	11/15/2024	639,863.94	647,244.80	0.59
CARMX 2021-2 A3	2/17/2026	2,339,495.73	2,343,744.00	0.46
CARMX 2021-2 A3	2/17/2026	1,009,782.35	1,011,616.00	0.46

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<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>YIELD</u>
CARMX 2021-3 A3	6/15/2026	2,899,522.95	2,899,246.00	0.56
CARMX 2021-3 A3	6/15/2026	1,249,794.38	1,249,675.00	0.56
DRIVE 2020-2 A3	5/15/2024	361,417.34	361,875.71	0.39
DRIVE 2020-2 A3	5/15/2024	156,066.58	156,264.51	0.39
DRIVE 2021-2 A3	3/17/2025	1,649,879.88	1,649,950.50	0.35
DRIVE 2021-1 A3	11/15/2024	909,946.49	911,283.10	0.31
DRIVE 2021-1 A3	11/15/2024	389,977.07	390,549.90	0.31
EART 2021-2 A3	10/15/2024	1,189,897.30	1,190,547.40	0.26
EART 2021-2 A3	10/15/2024	509,955.99	510,234.60	0.26
EART 2021-3 A3	2/18/2025	1,549,906.23	1,549,938.00	0.35
FHMS K-SMC A2	1/25/2023	308,728.52	319,712.30	0.25
FHMS K-SMC A2	1/25/2023	2,030,198.44	2,103,913.20	0.25
FHMS K-SMC A2	1/25/2023	410,500.00	412,532.00	0.25
FHMS K-SMC A2	1/25/2023	1,175,160.15	1,216,969.40	0.25
FHMS K-724 A1	3/25/2023	220,740.33	224,718.50	0.30
FHMS K-724 A1	3/25/2023	264,860.92	269,491.41	0.30
FHMS K-J33 A1	12/25/2025	995,238.47	991,567.90	0.56
FHMS K-J33 A1	12/25/2025	434,950.14	433,346.01	0.56
FHMS K-727 A2	7/25/2024	3,135,638.67	3,063,531.60	0.92
FHMS K-727 A2	7/25/2024	1,357,699.22	1,326,477.60	0.92
FHMS K-J23 A2	12/25/2022	595,326.02	596,053.58	0.79
FHMS K-J23 A2	12/25/2022	283,996.26	284,337.86	0.79
FHMS K-J30 A1	1/25/2025	1,090,218.64	1,088,607.50	0.57
FHMS K-J30 A1	1/25/2025	474,544.09	473,842.82	0.57
GMALT 2021-3 A3	10/21/2024	1,899,974.16	1,901,083.00	0.36
GMCAR 212 A3	4/16/2026	449,960.45	451,147.50	0.41
GMCAR 212 A3	4/16/2026	199,982.42	200,510.00	0.41
HDMOT 2019-A A3	2/15/2024	1,400,873.39	1,411,152.95	0.84
HDMOT 2019-A A3	2/15/2024	600,374.31	604,779.84	0.84
HAROT 2019-3 A3	8/15/2023	986,777.60	994,808.36	0.50
HAROT 2019-3 A3	8/15/2023	430,736.26	434,241.74	0.50
JDOT 2019 A3	7/17/2023	512,302.47	517,473.72	0.35
JDOT 2019 A3	7/17/2023	221,484.15	223,719.84	0.35
JDOT 2020 A3	8/15/2024	1,959,880.24	1,975,013.60	0.39
JDOT 2020 A3	8/15/2024	839,948.68	846,434.40	0.39
MBALT 2020-A A3	12/15/2022	608,748.44	612,414.68	-0.05
MBALT 2020-A A3	12/15/2022	262,100.02	263,678.54	-0.05
SDART 2020-3	7/15/2024	1,729,834.61	1,731,349.40	0.33
SDART 2020-3	7/15/2024	739,929.26	740,577.20	0.33
SDART 2021-1 A3	9/16/2024	2,059,913.07	2,061,215.40	0.26
SDART 2021-1 A3	9/16/2024	889,962.44	890,525.10	0.26
SDART 2021-3 A3	3/17/2025	1,049,887.23	1,051,302.00	0.24
SDART 2021-3 B	12/15/2025	1,449,739.00	1,452,595.50	0.51
TAOT 2019-C A3	9/15/2023	916,110.53	923,822.60	0.48
TAOT 2019-C A3	9/15/2023	393,641.24	396,955.02	0.48
TLOT 21B A3	10/21/2024	1,899,974.35	1,903,040.00	0.33
TLOT 21B A3	10/21/2024	599,991.90	600,960.00	0.33
VWALT 2019-A A3	11/21/2022	460,263.25	462,479.82	0.02
VWALT 2019-A A3	11/21/2022	202,827.87	203,804.67	0.02
WOLS 2021-A A3	8/15/2024	2,099,750.94	2,102,898.00	0.35
WOLS 2021-A A3	8/15/2024	899,893.26	901,242.00	0.35
ALLYA 2019-1 A3	9/15/2023	358,073.75	361,447.50	1.04
ALLYA 2019-1 A3	9/15/2023	183,875.71	185,608.17	1.04
BMWLT 2021-1 A3	1/25/2024	534,983.04	535,508.25	0.21
BMWLT 2021-1 A3	1/25/2024	234,992.55	235,223.25	0.21
COPAR 2019-1 A3	11/15/2023	313,990.50	317,084.75	0.92
COPAR 2019-1 A3	11/15/2023	156,995.25	158,542.38	0.92
CARMX 2021-2 A3	2/17/2026	914,802.82	916,464.00	0.46
CARMX 2021-2 A3	2/17/2026	399,913.80	400,640.00	0.46
CARMX 2020-4 A3	8/15/2025	329,927.37	331,032.90	0.34
CARMX 2020-4 A3	8/15/2025	144,968.08	145,453.85	0.34
CARMX 2021-1 A3	12/15/2025	454,910.09	454,722.45	0.37
CARMX 2021-1 A3	12/15/2025	194,961.47	194,881.05	0.37
CARMX 2021-3 A3	6/15/2026	1,759,710.48	1,759,542.40	0.56
CARMX 2021-3 A3	6/15/2026	764,874.16	764,801.10	0.56
DCENT 2019-3 A	10/15/2024	694,850.71	708,267.55	0.19
DCENT 2019-3 A	10/15/2024	304,934.49	310,822.45	0.19
FNA 2012-M5 A2	2/25/2022	197,110.61	198,799.82	1.16
FNA 2012-M5 A2	2/25/2022	84,475.98	85,199.92	1.16
FNA 2013-M1 A2	8/25/2022	503,111.15	505,529.96	0.10
FNA 2013-M1 A2	8/25/2022	215,619.07	216,655.70	0.10
FNA 2013-M7 A2	12/25/2022	448,335.83	451,543.79	-0.05
FNA 2013-M7 A2	12/25/2022	183,932.65	185,248.73	-0.05
FHMS K-018 A2	1/25/2022	2,099,761.99	2,121,234.56	0.30
FHMS K-018 A2	1/25/2022	914,555.41	923,907.83	0.30
FHMS K-019 A2	3/25/2022	1,559,698.42	1,592,247.23	0.21
FHMS K-019 A2	3/25/2022	693,160.55	707,625.88	0.21
FHMS K-022 A2	7/25/2022	827,375.08	835,987.97	0.42
FHMS K-022 A2	7/25/2022	363,044.32	366,823.57	0.42
FHMS K-023 A1	4/25/2022	202,758.63	208,528.43	0.22
FHMS K-023 A2	8/25/2022	1,238,014.06	1,239,141.80	0.40
FHMS K-023 A2	8/25/2022	537,825.78	538,315.70	0.40
FHMS K-026 A2	11/25/2022	2,260,931.25	2,271,082.20	0.31
FHMS K-026 A2	11/25/2022	510,800.78	511,505.00	0.31
FHMS K-026 A2	11/25/2022	1,201,756.25	1,207,151.80	0.31
FHMS K-029 A1	10/25/2022	124,276.46	125,315.91	0.16
FHMS K-029 A1	10/25/2022	227,040.77	229,226.92	0.16
FHMS K-034 A1	2/25/2023	317,963.84	323,683.77	0.24
FHMS K-034 A1	2/25/2023	145,444.59	148,061.03	0.24
FHMS K-035 A1	3/25/2023	217,054.42	221,424.84	0.19
FHMS K-035 A1	3/25/2023	182,726.56	186,405.79	0.19
FHMS K-720 A2	6/25/2022	1,189,045.11	1,205,314.42	0.36
FHMS K-720 A2	6/25/2022	973,474.08	979,930.42	0.36
FHMS K-720 A2	6/25/2022	937,702.24	950,532.51	0.36
FHMS K-P05 A	7/25/2023	134,395.45	136,716.87	0.95
FHMS K-J27 A1	7/25/2024	793,124.48	814,209.41	0.45
FITAT 2019-1 A3	12/15/2023	293,081.70	295,972.07	0.94
FORDO 2021-A A3	8/15/2025	599,949.42	600,138.00	0.29
FORDO 2021-A A3	8/15/2025	259,978.08	260,059.80	0.29
GMCAR 2019-1 A3	11/16/2023	748,376.08	755,629.17	0.88
GMCAR 2020-3 A3	4/16/2025	629,855.86	631,486.80	0.30
GMCAR 2020-3 A3	4/16/2025	269,938.22	270,637.20	0.30
GMCAR 2020-4 A3	8/18/2025	294,936.96	295,359.90	0.31
GMCAR 2020-4 A3	8/18/2025	129,972.22	130,158.60	0.31
GMALT 2021-1 A3	2/20/2024	754,922.69	755,490.75	0.20
GMALT 2021-1 A3	2/20/2024	329,966.21	330,214.50	0.20
GMALT 2019-3 A3	6/20/2022	67,870.05	67,942.02	1.31
HDMOT 2020-A A3	10/15/2024	530,697.41	535,638.28	0.74
HDMOT 2020-A A3	10/15/2024	230,548.88	232,695.32	0.74
HAROT 2018-4 A3	1/15/2023	279,701.52	281,791.06	0.80
HAROT 2018-3 A3	8/22/2022	140,898.82	141,363.46	0.58

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HALST 2021-A A3	1/16/2024	344,956.94	345,362.25	0.24
HALST 2021-A A3	1/16/2024	149,981.28	150,157.50	0.24
HART 2019-A A3	6/15/2023	191,421.66	193,037.78	0.65
HART 2021-A A3	9/15/2025	604,936.36	604,951.60	0.38
HART 2021-A A3	9/15/2025	264,972.12	264,978.80	0.38
KCOT 211 A3	8/15/2025	639,869.06	641,171.20	0.54
KCOT 211 A3	8/15/2025	274,943.73	275,503.25	0.54
MBALT 2020-B A3	11/15/2023	179,990.88	180,374.40	0.19
MBALT 2020-B A3	11/15/2023	79,995.94	80,166.40	0.19
MBART 2020-1 A3	2/18/2025	434,966.03	436,492.05	0.28
MBART 2020-1 A3	2/18/2025	189,985.16	190,651.70	0.28
MBART 2018-1 A3	1/15/2023	177,687.85	178,307.72	0.82
NALT 2019-B A3	7/15/2022	83,826.11	83,953.26	0.24
NAROT 2018-C A3	6/15/2023	219,591.56	221,641.09	1.10
NAROT 2018-C A3	6/15/2023	109,795.78	110,820.55	1.10
NAROT 2020-B A3	7/15/2024	799,978.08	802,304.00	0.27
NAROT 2020-B A3	7/15/2024	349,990.41	351,008.00	0.27
NAROT 2018-B A3	3/15/2023	362,275.40	365,033.28	0.61
NAROT 2019-C A3	7/15/2024	566,578.44	572,223.45	0.77
NAROT 2019-C A3	7/15/2024	242,819.33	245,236.62	0.77
NAROT 2019-A A3	10/16/2023	760,377.58	768,804.98	0.96
NAROT 2019-A A3	10/16/2023	374,339.73	378,488.61	0.96
TAOT 2018-D A3	3/15/2023	193,159.14	194,727.21	0.71
TAOT 2018-D A3	3/15/2023	128,772.76	129,818.14	0.71
TAOT 2018-B A3	9/15/2022	105,535.04	105,750.86	0.37
TAOT 2019-C A3	9/15/2023	536,783.52	541,302.30	0.48
TAOT 2019-C A3	9/15/2023	250,498.97	252,607.74	0.48
TLOT 21B A3	10/21/2024	559,992.44	560,896.00	0.33
TLOT 21B A3	10/21/2024	239,996.76	240,384.00	0.33
VZOT 2020-B A	2/20/2025	559,882.40	561,898.40	0.19
VZOT 2020-B A	2/20/2025	239,949.60	240,813.60	0.19
VZOT 2019-C A1A	4/22/2024	994,923.28	1,006,522.10	-18.01
VZOT 2019-C A1A	4/22/2024	429,966.85	434,979.40	-18.01
VZOT 2020-A A1A	7/22/2024	699,918.03	710,486.00	0.30
VZOT 2020-A A1A	7/22/2024	299,964.87	304,494.00	0.30
VWALT 2019-A A3	11/21/2022	487,567.00	489,915.07	0.02
VWALT 2019-A A3	11/21/2022	214,529.48	215,562.63	0.02
VALET 2018-2 A3	4/20/2023	405,038.45	408,113.63	0.54
VALET 2018-2 A3	4/20/2023	185,160.43	186,566.23	0.54
WOART 2020-B A3	5/15/2025	699,945.12	702,884.00	0.34
WOART 2020-B A3	5/15/2025	299,976.48	301,236.00	0.34
SUB-TOTAL		199,211,905.41	199,836,627.19	
Municipal Debt				
NEW YORK ST	2/15/2024	3,000,000.00	3,116,340.00	0.42
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	2,865,000.00	2,896,515.00	0.24
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	1,105,500.00	1,112,100.00	0.24
CALIFORNIA ST	4/1/2024	3,239,373.40	3,281,236.85	0.52
CHAFFEY CMNTY COLLEGE DIST CALIF	6/1/2022	715,000.00	723,015.15	0.11
COOPERATIVE RABOBANK UA (NEW YORK BRANCH)	1/12/2024	4,332,008.85	4,328,367.45	0.44
EL CAJON CALIF	4/1/2023	610,000.00	611,000.40	0.55
EL CAJON CALIF	4/1/2024	540,000.00	541,949.40	0.79
EL DORADO CALIF IRR DIST REV	3/1/2023	720,000.00	725,788.80	0.33
EL DORADO CALIF IRR DIST REV	3/1/2024	720,000.00	729,496.80	0.55
HAWAII ST ARPTS SYS CUSTOMER FAC CHARGE REV	7/1/2022	715,000.00	722,164.30	0.61
HAWAII ST ARPTS SYS CUSTOMER FAC CHARGE REV	7/1/2024	715,000.00	734,283.55	1.04
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	1,620,000.00	1,616,679.00	0.50
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	900,000.00	900,198.00	0.50
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2023	720,000.00	719,870.40	0.66
LOS ANGELES CNTY CALIF PUB WKS FING AUTH LEASE REV	12/1/2021	1,537,050.00	1,510,845.00	0.28
MASSACHUSETTS ST WTR RES AUTH IAM COMPL PAPER NTS 3	8/1/2023	2,365,000.00	2,432,757.25	0.27
NEW YORK STATE DORMITORY AUTHORITY	3/15/2025	2,690,000.00	2,690,726.30	0.88
OHLONE CALIF CMNTY COLLEGE DIST	8/1/2022	800,000.00	810,912.00	0.21
PASADENA CALIF PUB FING AUTH LEASE REV	12/1/2021	400,000.00	402,796.00	0.43
PENNSYLVANIA ST TPK COMMN TPK REV	12/1/2021	876,767.50	879,602.50	0.17
RANCHO SANTIAGO CALIF CMNTY COLLEGE DIST	9/1/2023	865,000.00	866,012.05	0.36
RHODE IS ST TPK & BRDG AUTH TOLL REV	12/1/2021	480,000.00	482,203.20	0.29
RHODE IS ST TPK & BRDG AUTH TOLL REV	12/1/2022	400,000.00	409,188.00	0.32
RIVERSIDE CNTY CALIF PENSION OBLIG	2/15/2022	2,420,000.00	2,440,545.80	0.40
SAN DIEGO CALIF CMNTY COLLEGE DIST	8/1/2022	1,530,000.00	1,524,465.00	0.16
SAN DIEGO CNTY CALIF WTR AUTH WTR REV	5/1/2024	1,440,000.00	1,444,190.40	0.48
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2022	2,138,837.50	2,173,662.30	0.48
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2023	1,635,140.00	1,695,017.90	0.41
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2021	290,000.00	290,000.00	0.00
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2022	430,000.00	432,244.60	0.18
SAN JOSE EVERGREEN CALIF CMNTY COLLEGE DIST	9/1/2023	430,000.00	431,582.40	0.32
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2023	2,590,000.00	2,608,751.00	0.30
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2024	2,625,000.00	2,648,545.25	0.52
UTAH HSG CORP SINGLE FAMILY MTO REV	1/1/2022	875,000.00	879,243.75	0.64
UTAH HSG CORP SINGLE FAMILY MTO REV	7/1/2022	365,000.00	369,230.35	0.75
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2022	560,000.00	562,805.60	0.42
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2023	720,000.00	726,948.00	0.60
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2023	722,793.60	726,948.00	0.60
VENTURA CNTY CALIF PUB FING AUTH LEASE REV	11/1/2023	728,517.60	726,948.00	0.60
ALAMEDA CNTY CALIF JT PWRS AUTH LEASE REV	6/1/2022	887,530.50	887,982.90	0.24
ALAMEDA CNTY CALIF JT PWRS AUTH LEASE REV	6/1/2022	387,657.00	387,854.60	0.24
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	2,590,000.00	2,665,861.10	0.33
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	1,110,000.00	1,142,511.90	0.33
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	1,074,139.50	1,061,550.00	0.24
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2022	460,345.50	454,950.00	0.24
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	550,000.00	566,368.00	0.35
BAY AREA TOLL AUTH CALIF TOLL BRDG REV	4/1/2023	240,000.00	247,142.40	0.35
CALIFORNIA EARTHQUAKE AUTH REV	7/1/2023	260,000.00	264,934.80	0.44
CALIFORNIA EARTHQUAKE AUTH REV	7/1/2023	105,000.00	106,992.90	0.44
CALIFORNIA ST	3/1/2022	633,452.80	598,844.20	0.15
CALIFORNIA ST	3/1/2022	267,579.20	126,480.03	0.15
CALIFORNIA ST PUB WKS BRD LEASE REV	12/1/2021	313,863.98	297,002.44	0.42
CALIFORNIA ST PUB WKS BRD LEASE REV	12/1/2021	333,842.71	328,743.11	0.42
CALIFORNIA ST PUB WKS BRD LEASE REV	12/1/2021	284,204.69	269,796.11	0.42
CALIFORNIA ST UNIV REV	11/1/2023	760,000.00	762,561.20	0.32
CALIFORNIA ST UNIV REV	11/1/2023	330,000.00	331,112.10	0.32
CALIFORNIA STATEWIDE CMNTYS DEV AUTH REV	2/1/2023	610,000.00	610,280.60	0.31
CALIFORNIA STATEWIDE CMNTYS DEV AUTH REV	2/1/2023	265,000.00	265,121.90	0.31
EL SEGUNDO CALIF PENSION OBLIG	7/1/2023	970,000.00	969,757.50	0.39
EL SEGUNDO CALIF PENSION OBLIG	7/1/2023	415,000.00	414,896.25	0.39
LOS ALTOS CALIF SCH DIST	10/1/2024	2,486,088.50	2,481,311.00	0.58
LOS ALTOS CALIF SCH DIST	10/1/2024	1,065,466.50	1,063,419.00	0.58
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2025	1,120,000.00	1,114,254.40	1.07
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2025	480,000.00	477,537.60	1.07
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	713,692.00	720,209.00	0.50
LOS ANGELES CALIF MUN IMPT CORP LEASE REV	11/1/2022	305,868.00	308,661.00	0.50
MASSACHUSETTS (COMMONWEALTH OF)	5/1/2022	832,960.00	813,192.00	0.15

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MASSACHUSETTS (COMMONWEALTH OF)	5/1/2022	354,008.00	345,606.60	0.15
OAKLAND-ALAMEDA CNTY CALIF COLISEUM AUTH LEASE REV	2/1/2023	740,908.00	727,573.00	0.55
OAKLAND-ALAMEDA CNTY CALIF COLISEUM AUTH LEASE REV	2/1/2023	317,532.00	311,817.00	0.55
PALM DESERT CALIF REDEV AGY SUCCESSOR AGY TAX ALLO	10/1/2022	783,413.40	788,318.30	0.54
PALM DESERT CALIF REDEV AGY SUCCESSOR AGY TAX ALLO	10/1/2022	330,661.50	332,731.75	0.54
REDONDO BEACH CALIF CMNTY FING AUTH LEASE REV	5/1/2026	1,045,000.00	1,062,702.30	0.95
REDONDO BEACH CALIF CMNTY FING AUTH LEASE REV	5/1/2026	450,000.00	457,623.00	0.95
RIVERSIDE CALIF UNI SCH DIST	2/1/2022	520,000.00	523,504.80	0.19
RIVERSIDE CALIF UNI SCH DIST	2/1/2022	230,000.00	231,550.20	0.19
RIVERSIDE CNTY CALIF PENSION OBLIG	2/15/2023	960,000.00	986,169.60	0.48
RIVERSIDE CNTY CALIF PENSION OBLIG	2/15/2023	415,000.00	426,312.90	0.48
SACRAMENTO CNTY CALIF SANTN DIST FING AUTH REV	12/1/2023	1,050,000.00	1,054,063.50	0.59
SACRAMENTO CNTY CALIF SANTN DIST FING AUTH REV	12/1/2023	450,000.00	451,741.50	0.59
SAN BERNARDINO CALIF CMNTY COLLEGE DIST	8/1/2024	620,000.00	627,619.80	0.52
SAN BERNARDINO CALIF CMNTY COLLEGE DIST	8/1/2024	270,000.00	273,318.30	0.52
SAN DIEGO CALIF PUB FACS FING AUTH LEASE REV	10/15/2021	930,000.00	932,948.10	0.40
SAN DIEGO CALIF PUB FACS FING AUTH LEASE REV	10/15/2021	395,000.00	396,252.15	0.40
SAN FRANCISCO CALIF CITY & CNTY PUB UTILS COMMN WT	11/1/2022	440,000.00	448,342.40	0.32
SAN FRANCISCO CALIF CITY & CNTY PUB UTILS COMMN WT	11/1/2022	190,000.00	193,602.40	0.32
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2022	1,640,000.00	1,670,914.00	0.22
SAN FRANCISCO CALIF CITY & CNTY ARPTS COMMN INTL A	5/1/2022	710,000.00	723,383.50	0.22
SANTA BARBARA CNTY CALIF SOLID WASTE SYS REV CTF5	12/1/2021	260,000.00	261,846.00	0.45
SANTA BARBARA CNTY CALIF SOLID WASTE SYS REV CTF5	12/1/2021	115,000.00	115,816.50	0.45
SEMITROPIC IMPT DIST SEMITROPIC WTR STORAGE DIST C	12/1/2022	1,140,117.00	1,125,454.00	0.31
SEMITROPIC IMPT DIST SEMITROPIC WTR STORAGE DIST C	12/1/2022	497,505.60	491,107.20	0.31
SOUTHERN CALIF PUB PWR AUTH PWR PROJ REV	7/1/2023	1,910,000.00	1,914,240.20	0.41
SOUTHERN CALIF PUB PWR AUTH PWR PROJ REV	7/1/2023	825,000.00	826,831.50	0.41
UNIV CALIF REGTS MED CTR POOLED REV	5/15/2022	1,099,170.00	1,092,139.20	0.29
UNIV CALIF REGTS MED CTR POOLED REV	5/15/2022	478,342.50	475,282.80	0.29
UNIVERSITY CALIF REVS	5/15/2022	1,344,703.40	1,368,475.00	0.27
UNIVERSITY CALIF REVS	5/15/2022	582,035.80	592,325.00	0.27
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2022	1,720,000.00	1,725,572.80	0.17
UPPER SANTA CLARA VY JT PWRS AUTH CALIF REV	8/1/2022	740,000.00	742,397.60	0.17
VALLEJO CALIF WTR REV	5/1/2023	590,000.00	597,522.50	0.70
VALLEJO CALIF WTR REV	5/1/2023	250,000.00	253,187.50	0.70
CALIFORNIA EARTHQUAKE AUTH REV	7/1/2022	565,000.00	569,729.05	0.32
CALIFORNIA EARTHQUAKE AUTH REV	7/1/2022	250,000.00	252,092.50	0.32
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2022	435,000.00	436,113.60	0.14
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2022	190,000.00	190,486.40	0.14
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2023	160,000.00	160,353.60	0.32
CALIFORNIA ST DEPT WTR RES CENT VY PROJ REV	12/1/2023	70,000.00	70,154.70	0.32
CALIFORNIA ST UNIV REV	11/1/2023	700,000.00	702,359.00	0.32
CALIFORNIA ST UNIV REV	11/1/2023	300,000.00	301,011.00	0.32
CONNECTICUT ST	7/1/2023	155,925.35	159,735.25	0.33
CONNECTICUT ST	7/1/2023	70,417.90	72,138.50	0.33
FLORIDA ST BRD ADMIN FIN CORP REV	7/1/2025	715,000.00	723,444.15	0.94
FLORIDA ST BRD ADMIN FIN CORP REV	7/1/2025	310,000.00	313,661.10	0.94
LOS ANGELES CALIF CMNTY COLLEGE DIST	8/1/2023	530,000.00	531,658.90	0.28
LOS ANGELES CALIF CMNTY COLLEGE DIST	8/1/2023	230,000.00	230,719.90	0.28
MARYLAND ST	8/1/2023	1,580,000.00	1,584,819.00	0.25
MARYLAND ST	8/1/2023	545,000.00	546,662.25	0.25
MISSISSIPPI ST	11/1/2023	645,000.00	646,715.70	0.30
MISSISSIPPI ST	11/1/2023	280,000.00	280,744.80	0.30
NEW JERSEY ST TPK AUTH TPK REV	1/1/2025	595,000.00	597,272.90	0.78
NEW JERSEY ST TPK AUTH TPK REV	1/1/2025	255,000.00	255,974.10	0.78
NEW YORK ST URBAN DEV CORP REV	3/15/2023	640,000.00	641,094.40	0.37
NEW YORK ST URBAN DEV CORP REV	3/15/2023	275,000.00	275,470.25	0.37
NEW YORK ST URBAN DEV CORP REV	3/15/2024	1,945,000.00	1,947,139.50	0.58
NEW YORK ST URBAN DEV CORP REV	3/15/2024	845,000.00	845,929.50	0.58
SUB-TOTAL		108,931,419.79	109,548,278.33	
<i>Variable & Floating Rate</i>				
JPMORGAN CHASE & CO	6/1/2025	865,000.00	866,487.80	0.73
JPMORGAN CHASE & CO	6/1/2025	2,308,757.15	2,308,964.60	0.73
JPMORGAN CHASE & CO	6/1/2025	1,151,840.00	1,151,978.00	0.73
JDOT 2021 A3	9/15/2025	1,454,720.35	1,455,523.80	0.34
TLOT-21A-A3	4/20/2024	2,344,726.34	2,344,416.10	0.41
BMW US CAPITAL LLC	4/1/2024	2,410,000.00	2,437,690.90	0.14
BANK OF AMERICA CORP	12/20/2023	2,879,411.20	2,829,050.00	0.50
BANK OF AMERICA CORP	10/24/2024	2,256,637.50	2,259,270.00	0.62
BANK OF AMERICA CORP	10/24/2024	802,424.00	803,296.00	0.62
CITIGROUP INC	5/1/2025	2,515,000.00	2,526,342.65	0.79
FHMS K-048 A2	6/25/2025	180,617.00	179,548.05	0.77
FHMS K-730 AM	1/25/2025	3,800,660.16	3,738,523.50	1.02
FN AL3382	3/1/2023	667,636.17	670,204.39	0.81
GOLDMAN SACHS GROUP INC	11/17/2023	3,560,000.00	3,565,019.60	0.51
GOLDMAN SACHS GROUP INC	11/17/2023	3,604,680.00	3,605,076.00	0.51
JPMORGAN CHASE & CO	12/5/2024	964,932.50	939,715.00	0.72
JPMORGAN CHASE & CO	12/5/2024	3,132,832.40	3,050,046.40	0.72
JPMORGAN CHASE & CO	12/5/2024	3,961,872.00	3,866,256.00	0.72
JDOT 2021 A3	9/15/2025	1,099,871.10	1,100,396.00	0.34
MORGAN STANLEY	11/10/2023	5,725,000.00	5,734,503.50	0.42
MORGAN STANLEY	11/10/2023	1,801,008.00	1,802,988.00	0.42
PNC BANK NA	2/24/2023	4,045,000.00	4,049,489.95	0.22
TRUIST FINANCIAL CORP	6/9/2025	3,685,000.00	3,692,112.05	0.38
WELLS FARGO & CO	6/2/2024	6,140,580.00	6,126,480.00	0.45
BANK OF AMERICA CORP	10/22/2025	1,527,212.50	1,517,947.00	0.94
BANK OF AMERICA CORP	10/22/2025	658,281.25	654,287.50	0.94
BANK OF AMERICA CORP	10/24/2024	1,510,000.00	1,516,221.20	0.62
BANK OF AMERICA CORP	10/24/2024	645,000.00	647,657.40	0.62
BANK OF AMERICA CORP	4/22/2025	1,220,000.00	1,226,893.00	0.75
BANK OF AMERICA CORP	4/22/2025	525,000.00	527,966.25	0.75
CITIGROUP INC	10/30/2024	1,440,000.00	1,444,406.40	0.65
CITIGROUP INC	10/30/2024	625,000.00	626,912.50	0.65
CITIGROUP INC	5/1/2025	430,000.00	431,939.30	0.79
CITIGROUP INC	5/1/2025	185,000.00	185,834.35	0.79
FNA 2014-M8 A2	6/25/2024	1,420,522.03	1,392,956.20	0.33
FNA 2014-M8 A2	6/25/2024	616,568.06	604,603.30	0.33
FNA 2018-M5 A2	9/25/2021	27.79	27.23	0.95
FNA 2018-M5 A2	9/25/2021	11.83	11.59	0.95
FHMS K-029 A2	2/25/2023	1,172,193.75	1,162,873.60	0.38
FHMS K-029 A2	2/25/2023	820,581.64	820,241.20	0.38
FHMS K-029 A2	2/25/2023	1,797,539.45	1,754,693.20	0.38
FHMS K-029 A2	2/25/2023	1,078,080.08	1,069,428.40	0.38
FHMS K-029 A2	2/25/2023	544,232.81	539,905.60	0.38
FHMS K-031 A2	4/25/2023	2,631,514.84	2,577,445.00	0.42
FHMS K-031 A2	4/25/2023	1,139,967.97	1,116,545.00	0.42
FHMS K-032 A2	5/25/2023	2,655,776.95	2,730,294.90	0.44
FHMS K-032 A2	5/25/2023	1,149,819.14	1,182,081.70	0.44
FHMS K-033 A2	7/25/2023	2,665,809.38	2,643,479.60	0.63
FHMS K-033 A2	7/25/2023	1,143,989.06	1,134,406.60	0.63

**Orange County Transportation Authority
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<u>DESCRIPTION</u>	<u>MATURITY DATE</u>	<u>BOOK VALUE</u>	<u>MARKET VALUE</u>	<u>YIELD</u>
FHMS K-105 A	7/25/2024	707,431.30	708,527.82	0.18
FHMS K-105 A	7/25/2024	303,184.84	303,654.78	0.18
FHMS Q-015 A	8/25/2024	1,454,471.72	1,454,471.72	0.22
FHMS Q-015 A	8/25/2024	623,447.73	623,447.73	0.22
FIRST REPUBLIC BANK	2/12/2024	350,000.00	357,091.00	0.51
FIRST REPUBLIC BANK	2/12/2024	150,000.00	153,039.00	0.51
GOLDMAN SACHS GROUP INC	6/5/2023	1,519,989.60	1,507,424.40	0.47
GOLDMAN SACHS GROUP INC	6/5/2023	657,292.80	651,859.20	0.47
GOLDMAN SACHS GROUP INC	3/8/2024	1,480,000.00	1,482,412.40	0.57
GOLDMAN SACHS GROUP INC	3/8/2024	635,000.00	636,035.05	0.57
GOLDMAN SACHS GROUP INC	10/31/2022	1,098,922.00	1,101,188.00	0.27
GOLDMAN SACHS GROUP INC	10/31/2022	474,534.50	475,513.00	0.27
JPMORGAN CHASE & CO	9/16/2024	810,000.00	812,332.80	0.59
JPMORGAN CHASE & CO	9/16/2024	350,000.00	351,008.00	0.59
JPMORGAN CHASE & CO	2/16/2025	640,000.00	638,425.60	0.67
JPMORGAN CHASE & CO	2/16/2025	275,000.00	274,323.50	0.67
JPMORGAN CHASE & CO	3/16/2024	1,470,000.00	1,474,924.50	0.55
JPMORGAN CHASE & CO	3/16/2024	640,000.00	642,144.00	0.55
JPMORGAN CHASE & CO	6/1/2025	930,000.00	931,599.60	0.73
JPMORGAN CHASE & CO	6/1/2025	405,000.00	405,696.60	0.73
JPMORGAN CHASE & CO	8/9/2025	790,000.00	788,451.60	0.76
JPMORGAN CHASE & CO	8/9/2025	310,000.00	309,392.40	0.76
JDOT 2021 A3	9/15/2025	1,639,684.79	1,640,590.40	0.34
JDOT 2021 A3	9/15/2025	709,863.54	710,255.60	0.34
KEYBANK NA	1/3/2024	1,010,000.00	1,010,222.20	0.40
KEYBANK NA	1/3/2024	440,000.00	440,096.80	0.40
KEYBANK NA	6/14/2024	1,430,000.00	1,430,800.80	0.39
KEYBANK NA	6/14/2024	615,000.00	615,344.40	0.39
MORGAN STANLEY	10/21/2025	430,000.00	429,935.50	0.85
MORGAN STANLEY	10/21/2025	185,000.00	184,972.25	0.85
MORGAN STANLEY	11/10/2023	810,000.00	811,344.60	0.42
MORGAN STANLEY	11/10/2023	350,000.00	350,581.00	0.42
MORGAN STANLEY	1/25/2024	1,290,000.00	1,290,619.20	0.49
MORGAN STANLEY	1/25/2024	550,000.00	550,264.00	0.49
MORGAN STANLEY	1/22/2025	1,200,000.00	1,202,292.00	0.67
MORGAN STANLEY	1/22/2025	520,000.00	520,993.20	0.67
MORGAN STANLEY	4/5/2024	610,000.00	611,884.90	0.54
MORGAN STANLEY	4/5/2024	265,000.00	265,818.85	0.54
PNC BANK NA	12/9/2022	1,150,000.00	1,155,428.00	0.29
PNC BANK NA	12/9/2022	490,000.00	492,312.80	0.29
TRUIST BANK	8/2/2024	2,994,236.00	2,975,896.00	0.40
TRUIST BANK	8/2/2024	1,283,244.00	1,275,384.00	0.40
WELLS FARGO BANK NA	9/9/2022	590,000.00	590,218.30	0.76
WELLS FARGO BANK NA	9/9/2022	300,000.00	300,111.00	0.76
WELLS FARGO & CO	10/30/2025	1,524,791.00	1,515,206.50	0.96
WELLS FARGO & CO	10/30/2025	657,237.50	653,106.25	0.96
WELLS FARGO & CO	5/19/2025	320,000.00	321,366.40	0.62
WELLS FARGO & CO	5/19/2025	135,000.06	135,576.45	0.62
BANK OF AMERICA CORP	3/5/2024	744,982.00	730,996.00	0.60
BANK OF AMERICA CORP	3/5/2024	319,278.00	313,284.00	0.60
BANK OF AMERICA CORP	5/19/2024	995,000.00	1,011,606.55	0.51
BANK OF AMERICA CORP	5/19/2024	430,000.00	437,176.70	0.51
BANK OF AMERICA CORP	4/22/2025	595,000.00	598,361.75	0.75
BANK OF AMERICA CORP	4/22/2025	255,000.00	256,440.75	0.75
CARMX 2020-3 A3	3/17/2025	539,907.45	542,111.40	0.34
CARMX 2020-3 A3	3/17/2025	234,959.72	235,918.85	0.34
CITIGROUP INC	10/30/2024	1,740,000.00	1,745,324.40	0.65
CITIGROUP INC	10/30/2024	760,000.00	762,325.60	0.65
CITIGROUP INC	5/1/2025	205,000.00	205,924.55	0.79
CITIGROUP INC	5/1/2025	85,000.00	85,383.35	0.79
CITIGROUP INC	11/4/2022	215,000.00	215,733.15	0.39
CITIGROUP INC	11/4/2022	95,000.00	95,323.95	0.39
GMALT 2020-3 A3	8/21/2023	434,958.33	435,896.10	0.17
GMALT 2020-3 A3	8/21/2023	189,981.80	190,391.40	0.17
GMCAR 2021-1 A3	10/16/2025	369,941.10	370,410.70	0.29
GMALT 2021-2 A3	5/20/2024	1,109,825.73	1,111,509.60	0.24
GMALT 2021-2 A3	5/20/2024	479,924.64	480,652.80	0.24
GOLDMAN SACHS GROUP INC	11/17/2023	1,165,000.00	1,166,642.65	0.51
GOLDMAN SACHS GROUP INC	11/17/2023	510,000.00	510,719.10	0.51
JPMORGAN CHASE & CO	6/1/2024	1,100,000.00	1,119,503.00	0.85
JPMORGAN CHASE & CO	6/1/2024	475,000.00	483,421.75	0.85
JPMORGAN CHASE & CO	9/16/2024	210,000.00	210,604.80	0.59
JPMORGAN CHASE & CO	9/16/2024	90,000.00	90,259.20	0.59
JPMORGAN CHASE & CO	2/16/2025	570,000.00	568,597.80	0.67
JPMORGAN CHASE & CO	2/16/2025	245,000.00	244,397.30	0.67
JPMORGAN CHASE & CO	3/16/2024	695,000.00	697,328.25	0.55
JPMORGAN CHASE & CO	3/16/2024	305,000.00	306,021.75	0.55
JPMORGAN CHASE & CO	6/1/2025	545,000.00	545,937.40	0.73
JPMORGAN CHASE & CO	6/1/2025	240,000.00	240,412.80	0.73
KCOT 212 A3	11/17/2025	1,064,959.85	1,064,094.75	0.00
KCOT 212 A3	11/17/2025	464,982.47	464,604.75	0.00
MORGAN STANLEY	1/25/2024	1,070,000.00	1,070,513.60	0.49
MORGAN STANLEY	1/25/2024	465,000.00	465,223.20	0.49
MORGAN STANLEY	4/5/2024	175,000.00	175,540.75	0.54
MORGAN STANLEY	4/5/2024	75,000.00	75,231.75	0.54
NALT 2020-B A3	10/16/2023	294,969.65	295,560.50	0.21
NALT 2020-B A3	10/16/2023	129,986.62	130,247.00	0.21
TLOT-21A-A3	4/20/2024	754,911.89	754,812.01	0.41
TLOT-21A-A3	4/20/2024	329,961.49	329,917.83	0.41
SUB-TOTAL		147,307,196.53	147,010,383.93	
<u>Supranationals</u>				
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	3/19/2024	5,349,700.00	5,270,000.00	0.37
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	11/24/2023	3,043,442.50	3,047,590.50	0.29
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	1,934,593.40	1,949,794.08	0.09
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	1,177,726.00	1,187,050.80	0.09
INTER-AMERICAN DEVELOPMENT BANK	4/14/2022	811,863.00	818,307.36	0.09
INTER-AMERICAN DEVELOPMENT BANK	9/14/2022	10,484,250.00	10,674,940.50	0.14
INTER-AMERICAN DEVELOPMENT BANK	5/24/2023	1,809,384.60	1,818,995.70	0.21
INTER-AMERICAN DEVELOPMENT BANK	5/24/2023	789,731.40	793,926.30	0.21
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	11/24/2023	1,841,033.25	1,843,542.45	0.29
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	11/24/2023	803,269.25	804,364.05	0.29
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	4/20/2023	1,990,870.35	1,992,945.15	0.19
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOP	4/20/2023	868,199.10	869,103.90	0.19
SUB-TOTAL		30,904,062.85	31,070,560.79	
SHORT-TERM PORTFOLIO - TOTAL		\$ 1,719,001,667.68	\$ 1,718,174,255.26	

**Orange County Transportation Authority
Portfolio Listing
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BOND PROCEEDS PORTFOLIO

<u>Bond Proceeds</u>				
<i>BNY MELLON-MONEY MARKET FUND</i>	N/A	13,296.08	13,296.08	0.06%
BOND PROCEEDS PORTFOLIO-TOTAL		\$ 13,296.08	\$ 13,296.08	

DEBT SERVICE RESERVE FUNDS

DESCRIPTION	MATURITY DATE	BOOK VALUE	REQUIRED AMOUNT	YIELD
<i>91 EXPRESS LANES 2013 BONDS</i>	2030		10,799,437.46	
US BANK COMMERCIAL PAPER	11/5/2021	11,492,701.00		0.06%
FIRST AMERICAN TREAS OBLIGATIONS	N/A	366.44		0.01%
<i>91 EXPRESS LANES 2013 BONDS - OPERATING & MAINTENANCE RESERVES</i>			13,000,000.00	
BANK DEPOSITS	N/A	220,658.50		
OPERATING RESERVE	10/13/2021	3,099,603.89		0.05%
MAINTENANCE RESERVE	10/13/2021	10,498,658.33		0.05%
DEBT SERVICE RESERVE FUNDS - TOTAL		\$ 25,311,988.16		

	<u>Book Value</u>	<u>Market Value</u>
TOTAL PORTFOLIO	\$ 1,984,443,826.32	\$ 1,983,616,413.90



COMMITTEE TRANSMITTAL

October 11, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: South Orange County Transportation Projects Update and Cooperative Agreement

Executive Committee Meeting of October 4, 2021

Present: Directors Do, Murphy, Bartlett, Hennessey, Jones, and Shaw

Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer, or his designee, to execute a cooperative agreement with the County of Orange and the City of San Clemente to work cooperatively on south Orange County regional transportation solutions.



October 4, 2021

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: South Orange County Transportation Projects Update and Cooperative Agreement

A handwritten signature in blue ink, appearing to read "Darrell Johnson", is positioned in the upper right area of the document, overlapping the "From:" field.

Overview

In April 2020, the Board of Directors directed staff to work with local agencies to advance project development efforts in south Orange County for a non-tolled extension of Los Patrones Parkway, widening a portion of Ortega Highway, and an extension of the Interstate 5 high-occupancy vehicle lane. Through a collaborative transportation planning process, a cooperative agreement supporting these projects has been developed. A status report on these three key projects is provided, as well as an overview of the cooperative agreement.

Recommendation

Authorize the Chief Executive Officer, or his designee, to execute a cooperative agreement with the County of Orange and the City of San Clemente to work cooperatively on south Orange County regional transportation solutions.

Background

In March 2020, consensus was reached by the Orange County Transportation Authority (OCTA), the Transportation Corridor Agencies (TCA), and the California Department of Transportation (Caltrans) on project development efforts for three key south Orange County transportation improvements. These improvements include extending Los Patrones Parkway as a non-tolled arterial from Cow Camp Road to Avenida La Pata, widening Ortega Highway between Calle Entradero and Reata Road, and extending the Interstate 5 (I-5) high-occupancy vehicle (HOV) lanes from Avenida Pico to the Orange/San Diego County line area (Attachment A).

Consistent with the consensus reached in March 2020, direction was given to staff in April 2020 by the OCTA Board of Directors (Board) to collaborate with partner agencies and stakeholders on advancing development and implementation of the three projects noted above. These projects focus on meeting near-term travel demand and fulfilling the intent of the now concluded South County Traffic Relief Effort (SCTRE). Additionally, longer-term multimodal solutions will be defined through OCTA's South Orange County Multimodal Transportation Study (SOCMTS), which is being developed in coordination with partner agencies in the study area. A proposed cooperative agreement supporting the three projects and SOCMTS is discussed below, along with updates for each project.

Discussion

The County initiated discussions between local agencies focused on finding a local solution to facilitate implementation of the agreed-upon projects. These discussions resulted in drafting a cooperative agreement between the City of San Clemente (San Clemente), OCTA, and the County (Attachment B). On September 28, 2021, to reaffirm their commitments to these projects, the County Board of Supervisors and the San Clemente City Council each approved execution of the proposed cooperative agreement. The agreement is intended to show consensus between the three agencies by committing to work cooperatively on south Orange County regional transportation solutions. The agreement also commits to protect the local conservation or protected open space areas in San Clemente from future roadway development.

This approach supports protection of conservation and protected lands within San Clemente, is consistent with OCTA's commitment to follow a continuing, cooperative, and comprehensive planning process that provides all partner agencies and stakeholders opportunities to engage and provide input. This is currently demonstrated in the ongoing development of the SOCMTS. OCTA is working collaboratively with 17 local jurisdictions, eight regional planning partners, several stakeholder groups, and the public to develop consensus on mobility challenges and solutions in south Orange County through 2045 and beyond (Attachment C).

The County and San Clemente are working together to advance the Los Patrones Parkway extension, which supports the April 2020 Board action. This has been shown through coordinated general plan amendments and by working collaboratively with OCTA to amend the Master Plan of Arterial Highways (MPAH). Should the Board approve the recommended action, staff will proceed with executing the cooperative agreement between the three parties.

The remainder of this discussion provides brief updates on each of the three projects that were identified to fulfill the intent of the SCTRE.

Los Patrones Parkway Non-Tolled Extension: Preliminary Engineering Underway

The proposed non-tolled Los Patrones Parkway extension was added to the County's general plan, San Clemente's general plan, and OCTA's MPAH in early 2021. The MPAH and the general plans show the non-tolled Los Patrones Parkway extension will be built as a four-lane, divided arterial between Cow Camp Road and Avenida La Pata. In May 2021, the Board awarded funding to the County for preliminary engineering of the new facility through the competitive Measure M2 (M2) Regional Capacity Program. Specific alignments and cost details will be developed in the preliminary engineering phase that is anticipated to be complete in 2023. Construction is anticipated to begin in 2027 and to be complete in 2031.

Ortega Highway Widening: Final Design Starting

This project will widen a 1.1-mile section of Ortega Highway between Calle Entradero in the City of San Juan Capistrano (San Juan Capistrano) and Reata Road (near the boundary between San Juan Capistrano and unincorporated county line) from one lane in each direction to two lanes in each direction. The project is environmentally cleared under the California Environmental Quality Act (CEQA) and the National Environmental Protection Act (NEPA). In May 2020, the Board awarded funding to San Juan Capistrano for the plans, specifications, and estimates (PS&E) phase. In June 2021, San Juan Capistrano, Caltrans, OCTA, and the County executed agreements to fund and initiate the PS&E phase that will be led by Caltrans.

Excluding prior work, the project cost is estimated at \$67.6 million for final design, right-of-way (ROW), and construction. OCTA is working with San Juan Capistrano, Caltrans, and the County to secure full funding for the project. Design and ROW acquisition is scheduled to be complete by 2025, with construction anticipated to be complete by 2028, assuming full project funding is secured.

I-5 Widening from San Diego County Line Area to Avenida Pico: Environmental Clearance Starting

This I-5 Improvement Project, from the San Diego County Line area to Avenida Pico, proposes to add one HOV lane in each direction, re-establish existing auxiliary lanes, modify ramps at select locations, and widen bridge

structures, where applicable. This 3.5-mile project will extend the HOV improvements that were completed as part of Project C in the M2 Freeway Program, and complete most of the remaining HOV lane network in Orange County.

OCTA is now developing a project report and environmental document, which are anticipated to be completed by 2024. As outlined in the OCTA/Caltrans cooperative agreement approved by the Board on June 8, 2020, OCTA is leading the environmental work, and Caltrans will have final approval authority under NEPA and CEQA. OCTA will also lead the stakeholder involvement process with various agencies including local cities, SANDAG, and other stakeholders. Detailed cost estimates and schedules will be worked out in the preliminary engineering phase, which is part of the environmental process.

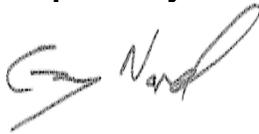
Summary

Three major projects to address south Orange County transportation needs are advancing through the project development process. This includes a non-tolled extension of Los Patrones Parkway, widening a portion of Ortega Highway, and extension of the I-5 HOV lane. With direction from the Board, staff will execute a cooperative agreement to support implementation of these projects and emphasize cooperative planning efforts on south Orange County regional transportation solutions.

Attachments

- A. Key South Orange County Transportation Projects
- B. Draft Cooperative Agreement
- C. South Orange County Multimodal Transportation Study, Key Partner Stakeholder Groups

Prepared by:



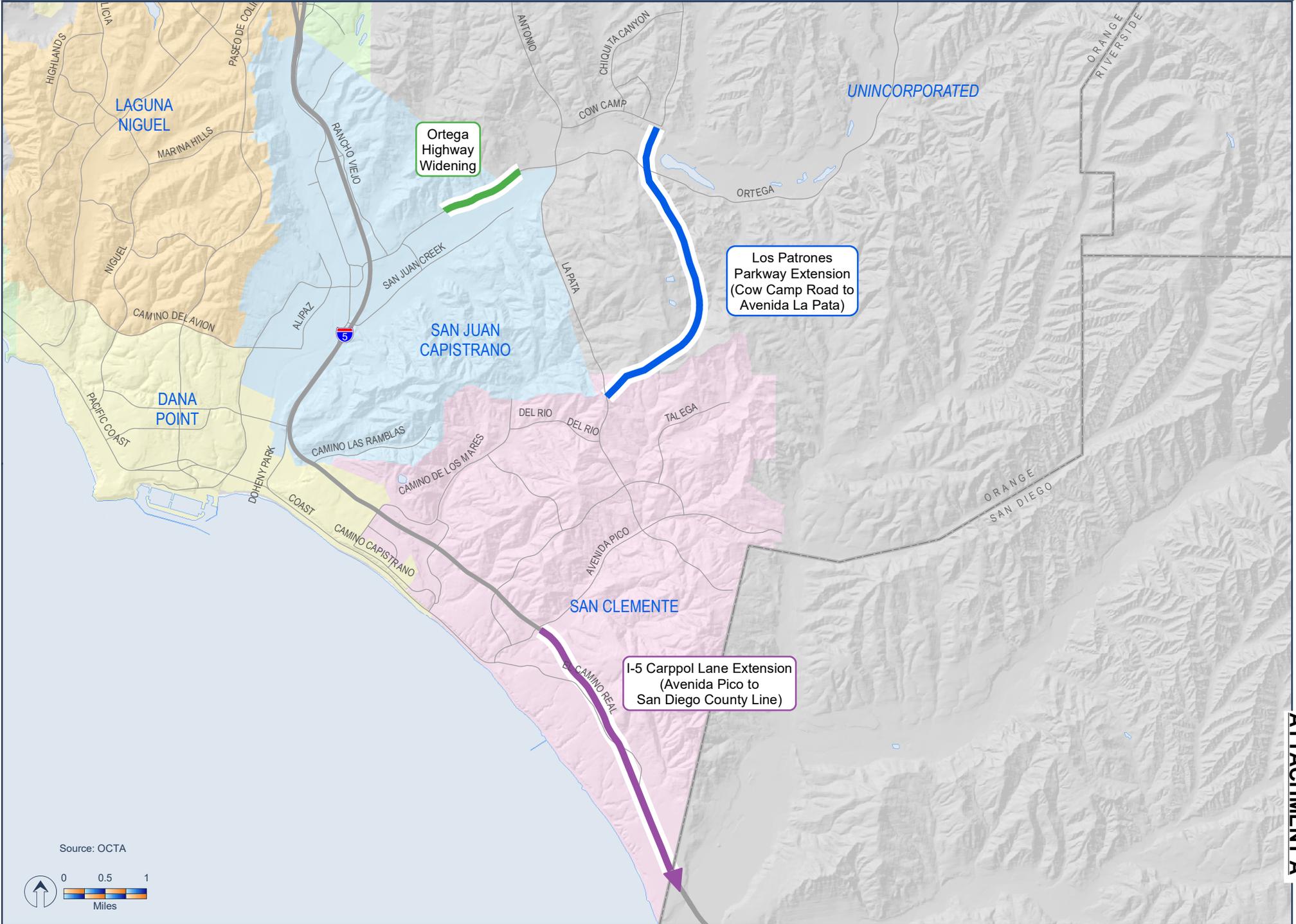
Greg Nord
Section Manager III
(714) 560-5885

Approved by:



Kia Mortazavi
Executive Director, Planning
(714) 560-5741

Key South Orange County Transportation Projects



DRAFT

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (“Agreement”), ENTERED INTO EFFECTIVE ON _____ 2021 (“Effective Date”), is by and among the County of Orange, a political subdivision of the State of California (referred to herein as “County”), the Orange County Transportation Authority (“OCTA”), and the City of San Clemente, a municipal corporation (referred to herein as “City”), collectively known as the “Parties.”

RECITALS

WHEREAS, in relation to transportation planning, the County General Plan Transportation Element sets forth policies on the development of transportation facilities necessary to accommodate the County’s orderly growth. The Transportation Element identifies goals, objectives, policies, and implementation programs that affect the transportation system and provide guidance for future transportation planning efforts within the unincorporated areas; and

WHEREAS, the County provides engineering services for roadways in unincorporated areas and regional flood control programs throughout Orange County. This includes programming, design, legislation tracking, project management, traffic safety, and development support services for roadways within unincorporated areas; and

WHEREAS, OCTA is responsible for the continuing, comprehensive, and collaborative transportation planning process in Orange County; and

WHEREAS, OCTA is the designated County of Orange Transportation Commission (CTC) and is charged with approval of all projects utilizing federal and state highway and transit funds and is responsible for transportation programming and the development and update of the OCTA Long-Range Transportation Plan (“LRTP”); and

WHEREAS, OCTA selects projects for the LRTP that have been studied and publicly vetted through system plans such as major investment studies, corridor studies, interjurisdictional multimodal plans, transit system studies, the Master Plan of Arterial Highways (“MPAH”), active transportation strategic plans, and the like; and

WHEREAS, OCTA is responsible for determining if sufficient regional planning has occurred to justify adding Orange County projects to the financially constrained Federal Transportation Improvement Program, Regional Transportation Plan, and regional travel demand model; and

WHEREAS, the Federal Transportation Improvement Program and Regional Transportation Plan reflects the projects and overall vision defined in OCTA’s LRTP; and

WHEREAS, the Foothill Eastern Transportation Corridor Agency (“F/ETCA”), is a joint Powers Authority organized under state law and Joint Exercise of Powers Agreements (“JPAs”); and

WHEREAS, over decades, Rancho Mission Viejo, LLC, a Delaware limited liability company (referred to herein as “the Ranch”), and the County have entitled and developed (and are continuing to develop) a master planned community in South Orange County called the “Ranch Plan Planned Community” (the “Ranch Plan”), originally approved by the County in 2004; and

WHEREAS, the approved Ranch Plan was not conditioned on the extension of SR-241; and

WHEREAS, F/ETCA failed to obtain necessary approvals for the southern extension of SR-241 from Oso Parkway to I-5. This route would have directly or indirectly impacted the San Mateo State Park and San Onofre State Beach (the “Green Alignment”). Additionally, a coalition of environmental interests and State agencies brought litigation to stop the Green Alignment. In 2016, TCA and those plaintiffs entered into a settlement under which TCA abandoned the Green Alignment and initiated evaluation of alternative alignments; and

WHEREAS, in 2017, F/ETCA commenced a South County Traffic Relief Effort (“SCTRE”), wherein it explored 23 alternatives to the SR-241 extension that would have gone through the San Mateo State Park and in close proximity to San Onofre State Beach (the “Green Alignment”). Alternatives encompassed within the SCTRE included two possible alignments (Alternatives 14 and 17 in the March 2020 SCTRE Project Scoping Summary and Alternatives Screening Report (“SCTRE Report”)), which alternatives (if implemented) would allow roadway encroachment through certain open space areas in San Clemente protected by Measure V, a 2007 City voter initiative, and developing areas set aside under habitat protection agreements and conservation easements.

WHEREAS, the City commissioned a traffic study using OCTA and County traffic models. The traffic study concluded that extension of the SR-241 could be addressed by other means; and

WHEREAS, in 2017, the City, The Reserve Maintenance Corporation and Capistrano Unified School District, brought a lawsuit, *City of San Clemente, et al. v. Foothill/Eastern Transportation Corridor Agency, et al.* Riverside Superior Court Case No. RIC1800232 (the “2017 Lawsuit”), challenging the implementation of Alternatives 14 and 17 as violating the Streets & Highways Code section 541, challenging the Protective Agreement between Caltrans and F/ETCA, which documented that no new major thoroughfare would be constructed through an area identified as the “Avoidance Area” in Exhibit C to the Protective Agreement (including the San Mateo watershed and the San Onofre State Beach), and challenging the F/ETCA’s actions under the Mitigation Fee Act (Cal. Gov’t Code, § 66000, et seq.). The County was also initially named in this lawsuit. The lawsuit also initially alleged causes of action against the County for violation of the California Environmental Quality Act when the County entered into certain Freeway and other agreements with Caltrans. The City’s lawsuit against the F/ETCA continues as of the Effective Date; and

WHEREAS, on June 14, 2017, RMV terminated F/ETCA’s option on the right-of-way for “F” Street, which became Los Patrones Parkway; and

WHEREAS, on December 17, 2017, the County and City agreed to settle the 2017 Lawsuit as between themselves (“2017 Settlement”). In the 2017 Settlement, the County made clear that certain agreements between the County and Caltrans and the County and F/ETCA did not permit the utilization of Los Patrones Parkway as a toll road. In addition, the County agreed to revise the General Plan Circulation Plan to show Los Patrones Parkway as Secondary Arterial. The County performed the actions required by the 2017 Settlement, including the addition of Los Patrones Parkway from Oso Parkway to Cow Camp Road to the Master Plan of Arterial Highways (“MPAH”). The City subsequently dismissed the County from the litigation; and

WHEREAS, the County completed improvements for Los Patrones Parkway from Oso Parkway to its current terminus at Cow Camp in October 2019, which was opened as a non-tolled County arterial; and

WHEREAS, in March 2020, F/ETCA ended the SCTRE, recommending that the County advance a non-tolled extension of Los Patrones Parkway as a County arterial from its current terminus to Avenida La Pata (i.e., the “LPPE”), and expressing support of (i) Caltrans’ and OCTA’s efforts to complete high occupancy vehicle (“HOV”) lane improvements on I-5 between Avenida Pico and the San Diego County Line and (ii) the Ortega Highway (State Route 74) widening in San Juan Capistrano from two (2) lanes to four (4) lanes; and

WHEREAS, F/ETCA confirmed its decision not to exercise the option conveyed to F/ETCA by the Ranch to acquire the right-of-way to develop the remainder of SR-241 as a tolled freeway; instead the Ranch dedicated, and the County accepted, the right-of-way necessary to develop the LPPE as a free (non-tolled) County arterial; and

WHEREAS, in 2020, the Ranch submitted an application to the County (“2020 Application”) for (1) an amendment to the Circulation Plan component of the County’s General Plan, Transportation Element (“Transportation Element”), and (2) that the amendment be submitted to OCTA to amend the MPAH; and

WHEREAS, the 2020 Application included addition of the “LPPE” - a proposed southern extension of Los Patrones Parkway from its current terminus at Cow Camp Road to Avenida La Pata. The Ranch also requested deletion of future Cristianitos Road, which was to extend from Cow Camp Road to the Green Alignment); and

WHEREAS, the majority of LPPE is proposed to be constructed on unincorporated land owned by the Ranch (through its affiliated entities) and the County; however, the southernmost segment (approximately 1,000 feet) of the LPPE would be developed on County land located within the City’s jurisdiction. That segment would connect to Avenida La Pata, requiring (1) an amendment to the Mobility and Complete Streets Element (i.e., the Centennial General Plan Mobility Element) of the City’s General Plan to reflect the LPPE, and (2) possible encroachment permits issued by the City; and

WHEREAS, in April 2020, the OCTA Board of Directors directed OCTA staff to 1) work with F/ETCA, the County, and all stakeholders to develop a plan for a non-tolled LPPE; 2) work with Caltrans and the City of San Juan Capistrano to advance funding for the final design for the

widening of Ortega Highway; and 3) work with Caltrans and the San Diego Association of Governments to advance the environmental process for I-5 HOV improvements; and

WHEREAS, on November 10, 2020, OCTA initiated the South County Multimodal Transportation Study to develop a comprehensive multimodal approach that can effectively address traffic growth and provide more travel choices for residents, commuters, and visitors while preserving the local sense of community. OCTA committed to providing South Orange County a consensus-driven, systemwide approach to all travel modes to maintain the quality of life and enhance the way people move; and

WHEREAS, in December 2020, the County, City and the Ranch, entered into a cooperative agreement to facilitate the County and City's reviews and approvals of the 2020 Request ("2020 Request Cooperative Agreement"), wherein the City agreed to advance a General Plan amendment and agreed not to challenge the County's addendum to Environmental Impact Report ("EIR") 584 and 589 supporting the LPPE ("LPPE Addendum") as approved by the Orange County Board of Supervisors on January 12, 2021, to meet expedited timelines to submit the LPPE for inclusion on the MPAH and to allow the County to apply for funding to advance the design and environmental review of LPPE; and

WHEREAS, the Parties have determined that design and development of the LPPE and will benefit the residents of the City and neighboring jurisdictions through continued cooperative efforts in lieu of SR-241 to develop a high quality, less costly, less damaging, and equally effective public transportation infrastructure to the region in the form of LPPE; and

WHEREAS, on January 12, 2021, the County Board of Supervisors amended the Orange County General Plan to add the LPPE to the transportation network, consistent with the recommendation the F/ETCA made in March 2020, and as a non-tolled County arterial from Cow Camp Road to Avenida La Pata; and

WHEREAS, on February 16, 2021, the City Council approved an amendment to the City General Plan to remove references to the Green Alignment and add LPPE to its roadway classifications to be consistent with the County's General Plan and the conditionally approved amendment to the OCTA MPAH; and

WHEREAS, on March 16, 2021, OCTA finalized the amendment to the MPAH to add LPPE as a primary arterial roadway, consistent with the County and City General Plans; and

WHEREAS, on February 19, 2021, Senator Patricia Bates introduced Senate Bill 760 ("SB 760") to amend California Streets and Highways Code section 541 to define the route for SR-241 as being from Oso Parkway east of the City of Mission Viejo to Route 91 in the City of Anaheim. SB 760 is supported by the City; and

WHEREAS, on February 19, 2021, Senator Bates also introduced Senate Bill 761 ("SB 761") to add Government Code section 65569, which in its current draft reads: "(a) Notwithstanding any other law, a joint powers agency acting pursuant to Section 66484.3, state agency, transportation joint powers authority, or regional transportation agency, or a successor

agency to any of those entities, shall not construct, fund, or operate, nor take property to construct, fund, or operate, a new major thoroughfare in the City of San Clemente in an area that is subject to a conservation easement or is protected as open space under a local initiative. (b) This section does not apply to State Route 5 and lands immediately adjacent to State Route 5 or the extension of Los Patrones Parkway as a non-tolled county arterial highway.” As of the Effective Date, SB 761 has been designated as a two-year bill and may be considered again in the 2022 State legislative session. SB 761 is supported by the City; and

WHEREAS, on April 6, 2021, the Parties convened to discuss solutions that would accomplish what proposed SB 760 and 761 set out to do without State intervention and to discuss solutions that would enable the Parties to work cooperatively moving forward to achieve south county mobility with the least cost and greatest benefit to public transportation while assuring the preservation of City open spaces; and

WHEREAS, to resolve disputes over SB 760 and SB 761 and to provide a roadmap for south county traffic relief moving forward, the Parties now wish to enter into a Cooperative Agreement.

NOW, THEREFORE, it is mutually understood and agreed by the Parties as follows:

AGREEMENT

1. COMPLETE AGREEMENT

This Agreement, including any attachments incorporated herein and made applicable by reference and the recitals above, constitutes the complete and exclusive statement of the term(s) and conditions(s) approved by the Parties with respect to the subject matter hereof. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

2. SCOPE OF AGREEMENT

This Agreement specifies the intentions, duties, limitations, roles, and responsibilities of the Parties as they pertain to working cooperatively in the future on south county regional transportation solutions. The Parties agree that each will cooperate and coordinate with the others in all activities covered by this Agreement and any other supplemental agreements that may be required to facilitate the purposes thereof.

3. COUNTY OBLIGATIONS

- a. Agrees that the conclusion of the SCTRE resulted in three projects to be implemented to relieve south county traffic: (1) construction of LPPE as a non-tolled county primary arterial highway; (2) Caltrans’ and OCTA’s efforts to complete high occupancy vehicle (HOV) lane improvements on Interstate 5 between Avenida Pico and the San Diego County Line; and (3) the Ortega

Highway (State Route 74) widening in San Juan Capistrano from two (2) lanes four (4) lanes, subject to appropriate environmental review.

- b. Agrees that the County will not build, support, or authorize a new major thoroughfare in the City in an area that is subject to an approved conservation easement or is protected as open space under a local initiative. (See Exhibit A for an illustrative but not definitive depiction of conservation easement areas in the City.)
- c. Agree to participate in OCTA led system planning studies regarding future transportation solutions that are developed with consultation with stakeholders and public input.
- d. Continue to support, conduct design and environmental review of, and provide funding, if available, for the completion of the LPPE as a non-tolled county arterial to provide the necessary transportation connectivity and options consistent with the recommendations of SCTRE. County shall work cooperatively with the other parties to identify and establish County's financial commitments with respect to the LPPE.
- e. Reiterate its commitment, as set forth in the 2020 Request Cooperative Agreement, that because the LPPE will extend into the City, subject to the terms of the LPPE Addendum, the Project may require additional City approvals to construct LPPE-related improvements within the City's boundaries (e.g., at the intersection at Avenida La Pata).
- f. Monitor the performance of LPPE for consistency with County standards. If County standards are not met, advance consideration of potential remedies in collaboration with affected jurisdictions and OCTA.
- g. Agree to support the efforts of OCTA to complete the ongoing South Orange County Multimodal Transportation Study through a cooperative process which includes the Parties and use the results to guide future decisions related to south Orange County transportation solutions.
- h. If F/ETCA reinitiates planning efforts and/or studies relating to a southerly extension of the SR-241 and/or F/ETCA takes steps to design or construct a southerly extension of the SR-241, the parties, including the County Board member from the Fifth District, relevant OC Public Works staff, and County Counsel, will meet and confer in good faith to discuss whether F/ETCA's actions are in accord with this agreement and South County Mobility goals.

4. OCTA OBLIGATIONS

- a. Agrees that the conclusion of the SCTRE resulted in three projects to be implemented to relieve south county traffic: (1) construction of LPPE as a non-

tolled county primary arterial highway; (2) Caltrans' and OCTA's efforts to complete high occupancy vehicle (HOV) lane improvements on Interstate 5 between Avenida Pico and the San Diego County Line; and (3) the Ortega Highway (State Route 74) widening in San Juan Capistrano from two (2) lanes four (4) lanes, subject to appropriate environmental review.

- b. Agrees that OCTA will not build, support, or authorize a new major thoroughfare in the City in an area that is subject to a conservation easement or is protected as open space under a local initiative.
- c. Agrees that no new major thoroughfare in the City in an area that is subject to a conservation easement or protected as open space under a local initiative will be included in the OCTA LRTP or submitted for inclusion in the Southern California Association of Governments Regional Transportation Plan.
- d. Agrees to lead transportation system planning studies, as needed, regarding future transportation needs and solutions in south county that are developed with stakeholder consultation and public input.
- e. Agrees to support the efforts of the other parties to identify and establish a funding plan for LPPE.
- f. Agrees to complete the ongoing South Orange County Multimodal Transportation Study through a cooperative process which includes the Parties and use the results to guide future decisions related to south Orange County transportation solutions.
- g. If F/ETCA reinitiates planning efforts and/or studies relating to a southerly extension of the SR-241 and/or F/ETCA takes steps to design or construct a southerly extension of the SR-241, the parties, including the appropriate OCTA representatives, will meet and confer in good faith to discuss whether F/ETCA's actions are in accord with this agreement and South County Mobility goals.

5. CITY OBLIGATIONS

- a.A agree that the conclusion of the SCTRE resulted in three projects to be implemented to relieve south county traffic: (1) construction of LPPE as a non-tolled County primary arterial highway; (2) Caltrans' and OCTA's efforts to complete high occupancy vehicle (HOV) lane improvements on Interstate 5 between Avenida Pico and the San Diego County Line; and (3) the Ortega Highway (State Route 74) widening in San Juan Capistrano from two (2) lanes to four (4) lanes.
- b. Agree to request that Senator Bates withdraw SB 760 and SB 761, reserving its right to propose and support legislation in the future should F/ETA or Caltrans re-initiate studies, advancement, or development of a freeway in and/or through San Clemente.

- c. Continue to support LPPE, work with County and Ranch pursuant to the 2020 Request Cooperative Agreement between the County, Ranch, and City, and work cooperatively with County for funding and construction phases of LPPE so long as LPPE during all phases of the process remains a non-tolled county arterial that substantially conforms to the project described in the LPPE Addendum approved by the Board of Supervisors on January 12, 2021.
- d. Agree to support the efforts of OCTA to complete the ongoing South Orange County Multimodal Transportation Study through a cooperative process which includes the Parties and use the results to guide future decisions related to south Orange County transportation solutions.
- e. If F/ETCA reinitiates planning efforts and/or studies relating to a southerly extension of the SR-241 and/or F/ETCA takes steps to design or construct a southerly extension of the SR-241, the parties, including the City Manager and Public Works Director and other appropriate representatives, will meet and confer in good faith to discuss whether F/ETCA's actions are in accord with this agreement and South County Mobility goals.
- f.T The City reaffirms its commitment as contained in the 2020 Request Cooperative Agreement (as defined herein) to advance a General Plan amendment and not challenge the LPPE Addendum as approved by the Board January 12, 2021. In furtherance of that commitment, the City agrees to meet and confer with the Fifth District Supervisor, relevant OC Public Works personnel, and County Counsel prior to voting to remove the LPPE from the City's General Plan.

6. MISCELLANEOUS

- a.T The Parties will cooperate on a joint statement prior to the first Party taking this Agreement to their governing body. The Parties shall publicly distribute the joint statement, to the media and the public following approval by the last Party's governing body. No Party, without the prior written consent of the other Parties, may submit, issue, or make any statement, posting or comment (whether written, oral, or electronic), including but not limited to in any administrative or judicial tribunal or proceeding, to any person, organization, or agency, or on the internet, regarding this Agreement, that is inconsistent with or contradicts statements within the joint statement.
- b. Any amendments to this Agreement must be approved in writing by all Parties to this Agreement.
- c.A ny notices, requests and demands made between the Parties pursuant to this Agreement shall be in writing and (i) delivered personally, or (ii) sent by certified mail, return receipt requested, or (iii) sent by a recognized overnight mail or courier service, with delivery receipt requested, or (iv) sent by e-mail followed by a mailed copy or with receipt confirmed by telephone, to the below addresses (or

to such other address as may from time to time be specified in writing by such Party) and shall be deemed delivered when actually received or when delivery is refused:

If to City: City of San Clemente
910 Calle Negocio,
San Clemente, California 92673
Attention: City Manager
Telephone: (949) 361-8341
Email: sundE@san-clemente.org

If to County: County of Orange, OC Public Works
601 N. Ross Street
Santa Ana, CA 92701
Attention: James Treadaway
Title: OC Public Works Director
Telephone: (714) 667-9700
Email: james.treadaway@ocpw.ocgov.com

AND

County of Orange, Office of County Counsel
333 W. Santa Ana Blvd. Ste. 407
Santa Ana, CA 92701
Attention: Nicole Walsh
Title: Senior Assistant County Counsel
Telephone: (714) 834-6257
Email: nicole.walsh@coco.ocgov.com

If to OCTA: Kia Mortazavi
Executive Director, Planning
Orange County Transportation Authority
550 South Main Street
Orange, CA 92863
Telephone: (714) 560-5741
Email: kmortazavi@octa.net

AND

James Donich
OCTA General Counsel
555 Anton Blvd, Suite 1200
Costa Mesa, CA 92626
714-415-1015
jdonich@wss-law.com

- d. No Party shall have the right to assign this Agreement without the express written approval of the other Party. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors, assigns and legal representatives. A Party's failure to perform under any provision of this Agreement shall constitute a breach of contract subject to available remedies at law. Any waiver by any Party of a breach of any provision of this Agreement shall not be deemed a continuing waiver or a waiver of any subsequent breach whether of the same or of another provision of this Agreement.
- e. It is not intended by any of the provisions of this Agreement to create any third-party beneficiary hereunder. The duties, obligations, and responsibilities of the Parties with respect to such third parties shall remain as imposed by law. This Agreement shall not be construed to create a contractual relationship of any kind between a Party and the employees, contractors, or consultants of any other Party.
- f. The invalidity or unenforceability of any portion or provision hereof shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.
- g. Each Party represents and warrants that the execution, delivery, and performance of this Agreement have been duly authorized by all necessary action of such Party's governing board, and the person executing this Agreement on behalf of such Party has been duly authorized and empowered to do so on behalf of such Party.
- h. The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.
- i. This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same Agreement. Electronic signatures (e.g., DocuSign) will be permitted.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be entered into as of the Effective Date set forth above.

COUNTY OF ORANGE, a political subdivision of the State of California

By:
Title:

ORANGE COUNTY TRANSPORTATION AUTHORITY

By:
Title:

CITY OF SAN CLEMENTE, a municipal corporation

By:
Title:

[SIGNATURE PAGE CONTINUES NEXT PAGE]

Approved as to Form and Content
Leon J. Page, County Counsel

Nicole Walsh Digitally signed by Nicole Walsh
DN: cn=Nicole Walsh, o=Office of County Counsel,
ou,email=nicole.walsh@coco.ocgov.com, c=US
Date: 2021.09.08 11:42:51 -07'00'

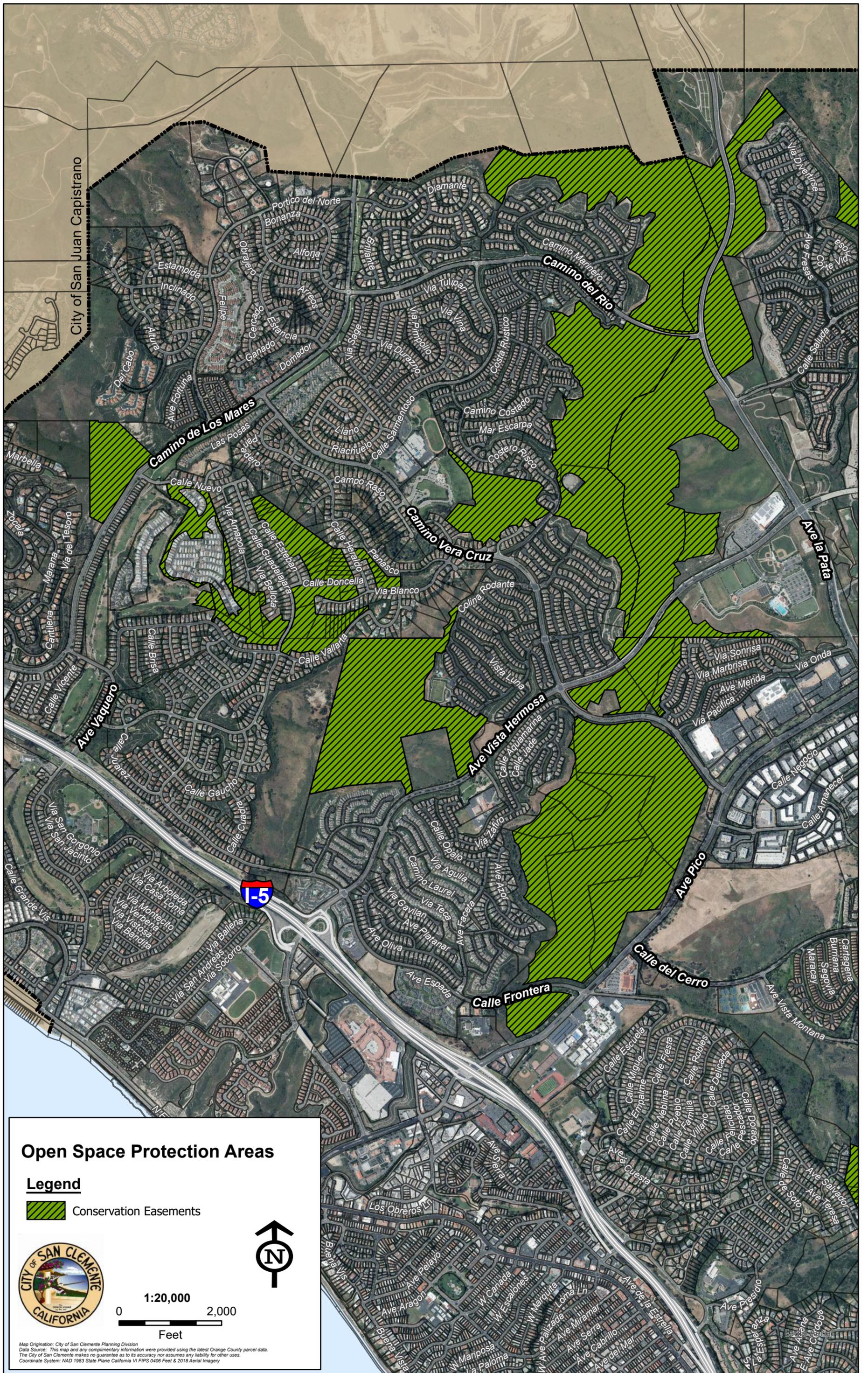
By: Nicole Walsh, Senior Assistant County Counsel

Approved as to Form and Content

By: Scott Smith, City Attorney

Approved as to Form and Content

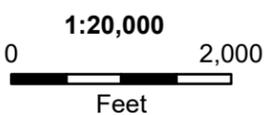
By: James Donich, Esq.



Open Space Protection Areas

Legend

 Conservation Easements



Map Origination: City of San Clemente Planning Division
 Data Source: This map and any complimentary information were provided using the latest Orange County parcel data.
 The City of San Clemente makes no guarantee as to its accuracy nor assumes any liability for other uses.
 Coordinate System: NAD 1983 State Plane California VI FIPS 0406 Feet & 2018 Aerial Imagery

**South Orange County Multimodal Transportation Study
Key Partner and Stakeholder Groups**

The study is being informed by the technical analysis of the transportation system in the study area, and refined through stakeholder, partner agency, and public input, including:

- Six meetings (to date) of the Technical Working Group comprised of technical planning and public works staff from cities within the study area, which includes:
 - Aliso Viejo
 - Costa Mesa
 - Dana Point
 - Irvine
 - Laguna Beach
 - Laguna Hills
 - Laguna Niguel
 - Laguna Woods
 - Lake Forest
 - Mission Viejo
 - Newport Beach
 - Rancho Santa Margarita
 - San Clemente
 - San Juan Capistrano
 - Santa Ana
 - Tustin
 - County of Orange
- Six meetings (to date) of the Transportation Agency Working Group comprised of staff from the California Department of Transportation (Caltrans), the Transportation Corridor Agencies (TCA), the Southern California Association of Governments, the San Diego Association of Governments, the Southern California Regional Rail Authority (Metrolink), the North County Transit District, the Federal Transit Administration, and the Federal Highway Administration.
- Individual agency meetings offered by the Orange County Transportation Authority and, to date, requested by and held with Caltrans, Metrolink, TCA, and the cities of Dana Point, Irvine, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, and Newport Beach.
- Two city council presentations (to date) to the cities of Lake Forest and San Clemente.
- Two key stakeholder roundtables, two elected official roundtables, one public webinar, one virtual meeting room, one telephone town hall, and two online surveys.
- The online surveys, public webinar, and telephone town hall were promoted through a social media campaign, e-blasts, communications toolkit sent to cities and stakeholders, news release, and to members of the Citizens Advisory Committee, Special Needs Advisory Committee, and Diverse Community Leaders group. Postcards printed in English and Spanish were mailed to low-income and disadvantaged communities with Mandarin, Korean, and Vietnamese interpretation offered.

South Orange County Multimodal Transportation Study Key Partner and Stakeholder Groups

- The telephone town hall included up to 350 callers, which also included a Spanish simulcast.
- The two online surveys were available in English, Spanish, Mandarin, Korean, Vietnamese, and through a project information telephone helpline, also available in multiple languages. A total of 360 surveys were collected from the first online survey. The second online survey received more than 1,700 responses and the results.
- In early 2022, a final outreach campaign to seek public feedback on the draft multimodal alternative strategies will be conducted. Similar to the outreach campaigns for earlier study phases, the third phase campaign will include a public webinar and a final online survey available in multiple languages, both of which will be promoted via social media, blogs and eblasts. The telephone helpline, which allows people to call in if they are unable or prefer not to comment online will continue and postcards will be mailed to identified disadvantaged and low-income communities in the south Orange County area. Additionally, a third set of key stakeholders and elected official roundtables will be held this fall.



COMMITTEE TRANSMITTAL

October 11, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board

Andrea West

Subject: 2021 Pavement Management Relief Funding Program for Local Agencies

Regional Planning and Highways Committee Meeting of October 4, 2021

Present: Directors Bartlett, Chaffee, Harper, Hernandez, and Murphy

Absent: Director Delgleize, Muller, and Sarmiento

Committee Vote

This item was passed by the Members present.

Committee Recommendations

- A. Approve the 2021 Pavement Management Relief Funding program guidelines and distribution of \$10.931 million federal funding.
- B. Authorize staff to make any necessary amendments to the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the recommendation above.



October 4, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is written over the "From:" line of the memo.

Subject: 2021 Pavement Management Relief Funding Program for Local Agencies

Overview

The Coronavirus Response and Relief Supplemental Appropriations Act appropriated funding for Highway Infrastructure Programs to mitigate revenue loss due to the coronavirus pandemic. The Orange County Transportation Authority is authorized by the California Transportation Commission to direct the utilization of a portion of these funds. Recommendations are presented to allocate a portion of these funds to local agencies for streets and roads rehabilitation and maintenance.

Recommendations

- A. Approve the 2021 Pavement Management Relief Funding program guidelines and distribution of \$10.931 million federal funding.
- B. Authorize staff to make all necessary amendments to the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the recommendations above.

Background

The Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) appropriated \$10 billion for Highway Infrastructure Programs. The State of California was apportioned \$911.8 million, of which approximately \$364.7 million, or 40 percent, will be distributed to regional agencies through the California Transportation Commission (CTC).

The CTC further split this funding into two programs providing 50 percent to a mid-cycle State Transportation Improvement Program (STIP) and 50 percent to the CTC CRRSAA Program. The Orange County Transportation Authority's (OCTA) share from both programs is \$26.361 million. To streamline state and federal processes, the CTC delegated part of the responsibility for

program oversight for the CRRSAA regional funds to the California Department of Transportation (Caltrans) Local Assistance. OCTA was provided with \$26.361 million, including \$11.77 million in mid-cycle STIP and \$14.591 million in CTC CRRSAA regional funds. On September 27, 2021, \$3.66 million in CRRSAA Program funds and mid-cycle STIP funds were programmed by the OCTA Board of Directors (Board) to fully fund the Transit Security and Operations Center, leaving \$10.931 million in CRRSAA for programming.

The CRRSAA funds may be used for a wide variety of activities and are intended to help regional agencies continue routine maintenance and rehabilitation projects, fund operations, fund eligible surface transportation capital projects, and offset revenue losses due to the pandemic.

Periodically, OCTA has approved providing a share of state and federal funds to local agencies to assist with streets and roads rehabilitation or other related transportation projects. The specific funding that has been provided includes \$37.9 million in American Recovery and Reinvestment Act funds in 2009, \$24.5 million in State Local Partnership Program funds in 2012, and \$19.9 million in Surface Transportation Block Grant Program funds in 2014.

Discussion

Staff proposes to provide \$10.931 million to local agencies for local streets and roads rehabilitation and maintenance projects through the 2021 Pavement Management Relief Funding (PMRF) Program. While local jurisdictions may have received state and federal stimulus funds, this proposed use of CRRSAA funding for local jurisdictions would specifically support transportation needs. This would help offset the loss of Measure M2 local fair share revenues and SB 1 (Chapter 1, Statutes of 2017) Road Maintenance Rehabilitation account funds that support local streets and roads due to the economic impact from the pandemic. Also, based on the pavement management plan reports submitted by the local agencies, there is a backlog in current and projected Orange County pavement needs.

It is recommended that the funding be distributed through a formula based on population with a \$200,000 minimum guarantee. Using a population formula is consistent with how the funds are distributed throughout the State. Appendix A of the guidelines (Attachment A) provides the population calculation and the funding distribution. No local match is required for this program.

Consistent with the CTC and Caltrans Local Assistance Guidelines, the OCTA PMRF program guidelines will allow the funds to be used for street pavement preservation, preventive maintenance, rehabilitation, and reconstruction

exclusively. To streamline the processing and use of these limited funds, local agencies will be asked to limit the number of projects that are supported through this program. The PMRF program guidelines also provide information on the funding distribution, eligible expenditures, project eligibility and funding, timely use of funds, application process, program schedule, and allocation/Caltrans process, and can be found in Attachment A.

The CRRSAA funds are federal funds that flow through the CTC. There are federal and state requirements that must be met to use the funds. However, CTC and Caltrans have developed streamlined processes for these funds, and OCTA concurrence is required for the initial programming and any requested changes. With Board approval, local agencies can begin submitting project proposals to OCTA as early as November 15, 2021, for consideration at the January 2022 CTC meeting. Given that these funds are being distributed based on a formula methodology, staff will advance projects for CTC approval that meet the PMRF program guidelines and are consistent with program requirements.

Any CRRSAA funding not obligated by the local agencies by July 1, 2023 will return to OCTA to be reprogrammed through Board action to priority OCTA projects. This is to ensure 100 percent of these funds remain in the County. A city/county resolution will be required as part of the submittal. Attachment B provides the updated Capital Funding Program, which includes recommended changes pending Board approval on October 11, 2021.

Summary

Staff is recommending that the Board approve the PMRF program guidelines and distribution of \$10.931 million in CRRSAA funding to Orange County cities and the County of Orange to help the local agencies maintain local streets and roads.

Attachments

- A. 2021 Pavement Management Relief Funding Program, Program Guidelines and Procedures
- B. Capital Funding Program Report

Prepared by:



Heidi Busslinger
Senior Transportation Funding Analyst,
Formula Funding Programs
(714) 560-5098

Approved by:



Kia Mortazavi
Executive Director, Planning
(714) 560-5741



2021 Pavement Management Relief Funding Program

Program Guidelines and Procedures

Program Purpose and Overview

The Orange County Transportation Authority (OCTA) 2021 Pavement Management Relief Funding (PMRF) Program was created as a one-time funding program to provide funding assistance to the cities and the County of Orange for local streets and roads maintenance and rehabilitation projects.

The PMRF Program is intended to help offset the loss of Measure M2 local fair share revenues, SB 1 (Chapter 1, Statutes of 2017) Road Maintenance Rehabilitation account funds, and other state and federal funding programs that support local streets and roads whose revenue streams have been negatively impacted by the coronavirus pandemic. Furthermore, based on the pavement management plan reports submitted by the local agencies, there is a backlog in current and projected Orange County pavement needs. These funds will help to ensure the continuing maintenance and rehabilitation of Orange County's local streets and roads.

Background

The federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA), Title IV of Division M, Public Law 116-260, which was signed into law on December 27, 2020, appropriated \$10 billion for Highway Infrastructure Programs (HIP) through the Federal Highway Administration (FHWA). Of this \$10 billion in HIP funding, \$9.830 billion was apportioned to the states in the same ratio as the distribution of obligation authority. The State of California was apportioned \$911.8 million, of which approximately \$364.7 million, or 40 percent, will be distributed to regional transportation agencies through the California Transportation Commission (CTC). The CTC further split this funding into two programs: the mid-cycle STIP and the CRRSAA Program. The CTC delegated responsibility for program oversight for the CRRSAA regional funds to the California Department of Transportation (Caltrans) Local Assistance through a streamlined state/federal process. OCTA was provided with \$14.591 million in CRRSAA regional funds of which \$3.66 million has already been programmed by the OCTA Board of Directors (Board) to other OCTA priority projects leaving \$10.932 million remaining available for programming. The remaining CRRSAA Program funds are the funds, which will support the PMRF Program.



2021 Pavement Management Relief Funding Program

Program Guidelines and Procedures

Funding

The \$10.932 million that is available through the CTC CRRSAA funding program is being made available by OCTA for the PMRF Program. Funds will be distributed to each local jurisdiction based on population as reported through the California Department of Finance for calendar year 2020 with each agency guaranteed a minimum of \$200,000. The funding distribution table that identifies how much funding will be provided to each jurisdiction is provided in Appendix A. No matching funds are required but agencies may choose to use the funds as a contribution to a larger locally funded project. The funding is federal and must follow requirements as established by the CTC, Caltrans, and the FHWA for federal funds.

Eligible Applicants

Eligible applicants for this program include the 34 Orange County cities and the County of Orange. Eligible agencies must be able to receive federal funding through Caltrans in order to access and use these funds.

Eligible Expenditures

The following general type of projects will be eligible under this program:

- **Pavement Preservation/Preventative Maintenance:** Treatments can include slurry seals, microsurfacing, crack seals, and similar sealing non-structural treatments.
- **Rehabilitation:** Work undertaken to extend the service life of an existing facility. This includes placement of additional surfacing and/or other work necessary to return an existing roadway, including shoulders, to a condition of structural or functional adequacy, for the specified service life. This might include the partial or complete removal and replacement of portions of the pavement structure. Pavement rehabilitation consists of a variety of different treatments thin overlays which are a maximum of 1.2 inch (30 mm) in thickness¹, thick overlays or structural overlays, Cold In-Place Recycling, Hot In-Place Recycling, etc.

¹ Design Standards by Caltrans' Maintenance Technical Advisory Guide Volume I



2021 Pavement Management Relief Funding Program

Program Guidelines and Procedures

- **Reconstruction:** Pavement reconstruction is the replacement of the entire existing pavement structure by the placement of the equivalent or increased pavement structure. Reconstruction usually requires the complete removal and replacement of the existing pavement structure utilizing either new or recycled materials.

For each of these projects the following expenditures will be eligible:²

- Construction,
- Construction engineering up to 15 percent of the project cost,
- Bicycle lanes within the limits of the project as necessary (striping and corresponding signage only, must be included in a planning document),
- Repair or replacement in kind of parking lanes, curbs, gutters, driveway approaches, catch basins, concrete bus pads, and minor profile revisions (i.e., curb to curb) as required by project,
- Use of alternative materials such as rubberized asphalt, Portland cement concrete, etc., and
- Construction or modification of curb ramps within the limits of the project as necessary to satisfy Americans with Disabilities Act requirements.

Project Eligibility

Projects submitted for this program must be federally eligible. Funds should be utilized on facilities within the California Road System Map or the National Highway System. Streets or roads that are functionally classified as Minor Collector or above are eligible. Functional classifications are identified on the California Road System Map: [California Road System - Functional Classification \(arcgis.com\)](http://arcgis.com).

CRRSAA are federal funds and will require CTC approval, and programming in the Federal Transportation Improvement Program (FTIP). In order to utilize the funds, the jurisdiction must seek approval of an allocation and federal authorization to proceed through Caltrans District 12 Local Assistance. More information on these processes is provided below.

² For federally-funded projects, expenditures prior to approval of the Allocation Form will not be eligible.



2021 Pavement Management Relief Funding Program

Program Guidelines and Procedures

Reporting

Caltrans Local Assistance will report back to the CTC on projects that have been obligated, including the date of obligation and the dollar amount of the obligation on a quarterly basis beginning in December 2021. The jurisdiction may be asked to provide additional information for projects to either Caltrans Local Assistance or OCTA.

Application Limit

Agencies may use PMRF funding for a maximum of three projects. However, OCTA encourages local agencies to consider utilizing the PMRF funds for only one project as it will streamline the allocation/obligation process.

Timely Use of Funds

- Any PMRF funding assigned to any jurisdiction that has not been obligated or has not received federal authorization to proceed by July 1, 2023, will return to OCTA to be reprogrammed to a priority OCTA project that is not within that jurisdiction. This is to ensure 100 percent of these funds remain in the County. CTC has indicated that any regional funding which has not been obligated statewide by the CTC deadline of June 2024, will return to the State for State use. This deadline for local agency obligation ensures that no funds are lost within Orange County.
- A local agency may not advertise for construction prior to receiving FHWA authorization to proceed or award a contract prior to receiving both the federal obligation or federal authorization to proceed and the Caltrans' allocation of funds or the project would be ineligible for funding.
- After obligation or federal authorization to proceed, the local agency will invoice Caltrans at minimum once every six months.

Application Process

In order for OCTA to consider a project for funding, applications will be prepared by the local agency responsible for the project implementation and submitted to OCTA for confirmation that the project is an eligible project and may proceed through the State process. Agencies will be required to complete and submit application materials provided by OCTA for the PMRF Program no later than Monday, February 28, 2022, but earlier opportunities to request funding are available. Please see below for a schedule. Please note that agencies may submit up to three projects within the application as long as the funding request does not exceed the local agency's allocation as noted in Appendix A.



2021 Pavement Management Relief Funding Program Program Guidelines and Procedures

Applications will require the following documents:

- Project list (Excel file) – Appendix B,
- ePPR via CalSMART – Caltrans website for instructions: [Process for CRRSAA Program Projects | Caltrans, and](#)
- City/County Council resolution – Appendix C.

The agency must submit one electronic copy of the application and any supporting documentation must be submitted to OCTA by the application deadline. The resolution must be adopted by the city or the County prior to the final submittal date of February 28, 2022.

Copies can be emailed to:

Ben Ku
Section Manager
Orange County Transportation Authority
Bku@octa.net
(714) 560-5473

And

Heidi Busslinger
Senior Transportation Funding Analyst
Orange County Transportation Authority
hbusslinger@octa.net
(714) 560-5098

OCTA staff will conduct a preliminary review of all applications for completeness, accuracy, and project eligibility. OCTA may request supplemental information for projects during initial staff evaluations. If applications are complete and accurate and the project submitted is consistent with the guidelines, then OCTA will include the project in the project list submittal to the CTC. The CTC will then approve the projects for programming of CRRSAA funds at the appropriate meeting based on the schedule below.

Schedule

- October 11, 2021 – Board action considering the 2021 call for projects,



2021 Pavement Management Relief Funding Program

Program Guidelines and Procedures

- To Be Determined – OCTA workshop to review the procedures and answer questions about CRRSAA Local Funding Program,
- November 15, 2021 – Applications due to OCTA for January CTC meeting,
- January 10, 2022 – Applications due to OCTA for March CTC meeting,
- January 26-27, 2022 – Project list approved at CTC meeting,
- February 28, 2022 – Applications due to OCTA for May CTC meeting,
- March 16-17, 2022 – Project list approved at CTC meeting,
- May 18-19, 2022 – Project list approved at CTC meeting, and
- July 1, 2023 – Any CRRSAA funding not obligated will be transferred to OCTA.

Scope Changes

If there is a significant scope change, CTC approval for an amendment will be required. All submittals to the CTC go through Caltrans District 12 Local Assistance. OCTA requests that the local jurisdiction provide a copy to OCTA of any submittals to the CTC for project scope or any other changes. Documents must be provided to Caltrans Local Assistance at least eight weeks prior to the next scheduled CTC meeting. Copies of scope changes or other amendments should be provided to Ben Ku and Heidi Busslinger.

Allocation/Caltrans Process

Upon CTC approval, OCTA will work with the local agencies to ensure that the PMRF projects are programmed in the FTIP. Once the PMRF project has been approved in the FTIP, local agencies will then work directly with Caltrans Local Assistance to process the allocation of funds based on the project schedule and no later than April 1, 2023 (to ensure a July 1, 2023 obligation/authorization to proceed).

The following documents must be submitted to Caltrans Local Assistance for allocation:

- ePPR form via CalSMART – Caltrans website for instructions: [Process for CRRSAA Program Projects | Caltrans.](#)
- CRRSAA Allocation Form – Caltrans website for form: [Process for CRRSAA Program Projects | Caltrans.](#)
- Authorization Request – Caltrans LAPM Chapter 3 for LAPM 3-A form and supporting documentation: [Local Assistance Procedures Manual \(LAPM\) Forms | Caltrans, and](#)
- CRRSAA Finance Letter – Caltrans website for CRRSAA Finance Letter template: [Process for CRRSAA Program Projects | Caltrans.](#)



2021 Pavement Management Relief Funding Program

Program Guidelines and Procedures

Local agencies can proceed with reimbursable work once the authorization has been approved by FHWA. Invoices to request reimbursement work completed for PMRF projects are submitted to and paid by Caltrans. All payments through Caltrans for this program are provided on a reimbursement basis, which requires documentation of both costs and payment by the local jurisdiction.

For questions regarding the allocation process, please reach out to your Caltrans District 12 Local Assistance Engineer.

Provisions of Use

- Environmental documentation (National Environmental Policy Act or the California Environmental Quality Act approval) must be submitted to Caltrans or the administering agency risks losing project funding.
- Allocation form and authorization request must be submitted to Caltrans District 12 and copied to OCTA no later than April 1, 2023. Any activity undertaken by the local agency prior to approval of the allocation will not be reimbursed. A local agency may not advertise for construction prior to receiving federal authorization to proceed or the project would be ineligible for funding.
- Once the allocation is approved by Caltrans the agency has six months to award a contract.
- If no expenditures are invoiced within a six-month period, the project may risk becoming inactive, it is recommended that local agencies submit invoices to Caltrans at least once every six months.
- Project must comply where applicable with any other federal, state, and/or local laws, rules and/or regulations as applicable.



2021 Pavement Management Relief Funding Program

Program Guidelines and Procedures

Contact Information

A website for the PMRF Program is available here: To Be Determined

The Caltrans CRRSAA website is available here: [Process for CRRSAA Program Projects | Caltrans](#)

OCTA will be hosting a workshop for this program in the coming months. The application workshop will be held virtually. Attendance to this workshop is not required for applicants to participate in this funding opportunity, however it is strongly encouraged.

For any questions, please feel free to contact either Ben Ku or Heidi Busslinger.

Ben Ku
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(714) 560-5473

Heidi Busslinger
Senior Transportation Funding Analyst
Orange County Transportation Authority
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(714) 560-5098

Appendix

- A. PMRF Program Funds Distribution
- B. PMRF Program Project List (Excel)
- C. City/Council resolution template

2021 Pavement Management Relief Funding (CRRSAA) Project List

District	Administering Local Agency	County	Respective RTPA	Respective MPO	Project Name	Brief Project Description	CRRSAA funding	State Exchange/SOF Requested (yes/no)	Total Project Cost	Notes
12		Orange	Orange County Transportation Authority	Southern California Association of Governments			\$ -	No	\$ -	

CRRSAA - Coronavirus Response and Relief Supplemental Appropriations Act of 2021
 RTPA - Regional Transportation Planning Agency
 MPO - Metropolitan Planning Organization
 SOF - State Only Funds

SAMPLE RESOLUTION

RESOLUTION NO. _____

A RESOLUTION OF THE (CITY/COUNTY) WHICH CERTIFIES THAT THE CITY/COUNTY COUNCIL/BOARD OF SUPERVISORS HAS AUTHORIZED THE PROJECT LIST SUBMITTAL FOR CORONAVIRUS RESPONSE AND RELIEF SUPPLEMENTAL APPROPRIATIONS ACT OF 2021 (CRRSAA) FUNDING THROUGH THE ORANGE COUNTY TRANSPORTATION AUTHORITY 2021 PAVEMENT MANAGEMENT RELIEF FUNDING PROGRAM

WHEREAS, [CITY/COUNTY] (CITY/COUNTY) is being provided \$XXXX in federal Coronavirus Response and Relief Supplemental Appropriations Act of 2021 (CRRSAA) funding through the 2021 Pavement Management Relief Funding (PMRF) Program;

WHEREAS, [CITY/COUNTY] (CITY/COUNTY) is eligible to receive federal funding through the California Department of Transportation;

WHEREAS, the Orange County Transportation Authority (OCTA) is responsible for the distribution of the CRRSAA funding; and

WHEREAS, OCTA has developed guidelines for administering and distributing CRRSAA funds to eligible local agencies through the 2021 PMRF Program;

WHEREAS, [CITY/COUNTY] (CITY/COUNTY) is the lead agency for project(s) and will comply with all applicable local, state, and federal provisions including but not limited to the Federal Transportation Improvement Program, California Environmental Quality Act, National Environmental Policy Act, Americans with Disabilities Act, and Buy America; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the City/County Council of the City of [CITY/COUNTY], that it hereby authorizes the submittal of the following project nomination(s) to OCTA for CRRSAA funding:

- XXX project for XXX in CRRSAA funding, and
- XXX project for XXX in CRRSAA funding.

PASSED, APPROVED AND ADOPTED this ___ day of _____, _____.



Capital Funding Program Report

Pending Approval by OCTA Board of Directors (Board) - October 11, 2021

Local Road Project											
Project Title	M Code	Total Funding	Federal Funds			State Funds			Local Funds		
			STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
State-Local Partnership Program (SLPP) formula grant call	M1/Q	\$54,445						\$24,945	\$1,280	\$27,249	\$971
M2 Project O Regional Capacity Program call	O	\$319,611						\$24,254		\$295,357	
SR-57 truck climbing lane phase I - Lambert Road interchange improvement	O	\$121,500			\$7,719	\$74,705				\$19,254	\$19,822
M2 Project P Regional Signal Synchronization Program call	P	\$117,578	\$1,774					\$11,762	\$4,546	\$99,496	
M2 Project Q Fair Share Program (FY 2016-17 through FY 2021-22)	Q	\$361,621								\$361,621	
M2 Project X Environmental Clean Up	X	\$55,258								\$55,258	
Active Transportation Program - regional call		\$83,504	\$6,359		\$63,361	\$92		\$199			\$13,493
ARRA transportation enhancements		\$6,833			\$4,049				\$500		\$2,284
Arterial Pavement Management Program		\$50,888	\$19,930								\$30,958
Atlanta Avenue widening		\$4,160	\$2,278								\$1,882
Bicycle Corridor Improvement Program (BCIP)		\$63,128	\$43,755								\$19,373
Bristol Street widening		\$44,750									\$44,750
Local Agency American Reinvestment and Recovery Act of 2009 rehabilitation projects		\$32,369			\$32,369						
Local Agency led SCCP projects		\$3,357						\$3,357			
Local Agency Road Rehabilitation and Maintenance Program (CRRSAA)		\$14,591			\$14,591						
M1 Combined Transportation Funding Program (CTFP)		\$34,000							\$34,000		
Pavement Management Relief Funding Program ¹		\$10,931			\$10,931						
SCAG Sustainability Planning Grants		\$720			\$671						\$49
Traffic Signal Improvements		\$15,000				\$12,000					\$3,000
Transportation Enhancement Activities		\$22,172			\$15,628						\$6,544
Del Obispo widening	M1	\$6,419	\$3,740								\$2,679
Local Road Project Totals		\$1,422,835	\$77,836		\$149,319	\$86,797	\$3,357	\$61,160	\$40,326	\$858,235	\$145,805
Federal Funding Total		\$227,155									
State Funding Total		\$151,314									
Local Funding Total		\$1,044,366									
Total Funding (000's)		\$1,422,835									

Local Road Project Completed											
Project Title	M Code	Total Funding	Federal Funds			State Funds			Local Funds		
			STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
Grand Avenue widening, 1st Street to 4th Street	O	\$12,537	\$6,708								\$5,829
Kraemer Boulevard grade separation	O	\$63,830	\$22,044					\$16,973		\$22,981	\$1,832
Lakeview Avenue grade separation	O	\$110,702	\$37,102		\$9,709			\$27,344		\$21,792	\$14,755
Orangethorpe Avenue grade separation	O	\$106,043	\$38,240		\$18,600			\$30,324		\$16,182	\$2,697
Placentia Avenue grade separation	O	\$64,539						\$33,386		\$27,453	\$3,700
Raymond Avenue grade separation	O	\$125,419						\$95,482		\$22,373	\$7,564



Capital Funding Program Report

Pending Approval by OCTA Board of Directors (Board) - October 11, 2021

Local Road Project Completed											
Project Title	M Code	Total Funding	Federal Funds			State Funds			Local Funds		
			STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
State College Boulevard grade separation	O	\$99,380	\$27,161		\$10,887			\$34,785		\$15,460	\$11,087
Tustin Avenue/Rose Drive grade separation	O	\$96,638	\$45,957					\$22,534		\$26,384	\$1,763
M2 Fair Share State - Local Partnership Grant Program	Q	\$7,032						\$3,516		\$3,516	
Antonio Parkway widening		\$32,553	\$15,499								\$17,054
Firestone Boulevard widening at Artesia Boulevard		\$2,468	\$2,059								\$409
I-5 at La Paz interchange improvements	M1	\$8,942	\$2,800						\$1,792		\$4,350
Imperial Highway Smart Streets	M1	\$1,900						\$200	\$200		\$1,500
Traffic Light Synchronization Program, county-wide - Proposition 1B	M1	\$8,000						\$4,000	\$4,000		
Local Road Project Completed Totals		\$739,983	\$197,570		\$39,196			\$268,544	\$5,992	\$156,141	\$72,540
Federal Funding Total		\$236,766									
State Funding Total		\$268,544									
Local Funding Total		\$234,673									
Total Funding (000's)		\$739,983									



Capital Funding Program Report

Pending Approval by OCTA Board of Directors (Board) - October 11, 2021

Board Action:

1. Approve the guidelines and funding distribution of \$10.931 million of CRRSAA Highway Infrastructure Programs funding to local agencies for street and road rehabilitation and maintenance through the 2021 Pavement Management Relief Funding Program.

Acronyms

ARRA - American Recovery and Reinvestment Act
Call - Call for Projects
CMAQ - Congestion Mitigation Air Quality Improvement Program
CRRSAA - Coronavirus Response and Relief Supplemental Appropriations Act of 2021
CTFP - Combined Transportation Funding Programs
FTA - Federal Transit Administration
FY - Fiscal Year
I-5 - Interstate 5
M Code - Project Codes in Measure M1 and M2
M1 - Measure M1
M2 - Measure M2
OCTA - Orange County Transportation Authority
SB 1 - Chapter 5, Statutes of 2017
SR-57 - State Route 57
SCCP - Solutions for Congested Corridors Program
SCAG - Southern California Association of Governments
STBG - Surface Transportation Block Grant
STIP - State Transportation Improvement Program



COMMITTEE TRANSMITTAL

October 11, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board

Andrea West

Subject: Cooperative Agreement with the California Department of Transportation for the Interstate 605/Katella Avenue Interchange Project

Regional Planning and Highways Committee Meeting of October 4, 2021

Present: Directors Bartlett, Chaffee, Harper, Hernandez, and Murphy

Absent: Director Delgleize, Muller, and Sarmiento

Committee Vote

This item was passed by the Members present.

Committee Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-2809 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$2,520,200, for right-of-way support services, right-of-way acquisition, and utility relocations for the Interstate 605/Katella Avenue interchange project.
- B. Authorize the use of up to \$2,520,200 in Measure M2 Freeway funds for right-of-way capital and right-of-way support services for the Interstate 605/Katella Avenue interchange project.
- C. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.



October 4, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Cooperative Agreement with the California Department of Transportation for the Interstate 605/Katella Avenue Interchange Project

Overview

The Orange County Transportation Authority proposes to enter into a cooperative agreement with the California Department of Transportation to define roles, responsibilities, and funding obligations for right-of-way support services, right-of-way engineering, right-of-way acquisition, and utility relocation for the Interstate 605/Katella Avenue interchange project.

Recommendations

- A. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-2809 between the Orange County Transportation Authority and the California Department of Transportation, in the amount of \$2,520,200, for right-of-way support services, right-of-way acquisition, and utility relocations for the Interstate 605/Katella Avenue interchange project.
- B. Authorize the use of up to \$2,520,200 in Measure M2 Freeway funds for right-of-way capital and right-of-way support services for the Interstate 605/Katella Avenue interchange project.
- C. Authorize staff to process all necessary amendments to the Federal Transportation Improvement Program and execute or amend all necessary agreements to facilitate the above actions.

Discussion

The Interstate 605/Katella Avenue Interchange Project (Project) is Project M in the Measure M2 (M2) freeway program. In the updated Next 10 Delivery Plan, adopted by the Orange County Transportation Authority (OCTA) Board of

Directors (Board) in April 2021, the Project is listed as one of the M2 freeway projects to be cleared through the environmental process and to move into design using M2 funding.

The final environmental document, approved in October 2018, identifies the build alternative as the preferred alternative to be implemented. The Project will modify interchange ramps and provide operational improvements along Katella Avenue between Coyote Creek Channel and Civic Center Drive.

On May 11, 2020, the Board authorized Cooperative Agreement No. C-0-2199 with the California Department of Transportation (Caltrans) to provide oversight of the plans, specifications, and estimates. The cooperative agreement was amended on June 11, 2021, for Caltrans to advertise and award the construction contract for the Project. An additional cooperative agreement with Caltrans is now needed to initiate the Project's right-of-way (ROW) phase.

OCTA proposes to enter into a cooperative agreement with Caltrans to define the roles and responsibilities of both agencies. Caltrans will be the lead agency implementing ROW activities, which include property appraisals and acquisitions, relocation assistance for displaces, if necessary, and coordination of utility relocations for the Project. Caltrans will also be the lead agency for eminent domain proceedings through the California Transportation Commission, if needed. OCTA will be the lead agency for ROW engineering activities, which include mapping, surveying, and monumentation, with oversight from Caltrans on these activities at no cost to OCTA. The estimated cost of OCTA's ROW engineering activities is \$137,000, and is proposed to be funded by M2 funds. The estimated cost of the ROW support services performed by Caltrans is \$757,000, which is proposed to be funded by M2 funds.

ROW activities are anticipated to commence in winter 2022 upon completion of 65 percent design and determination of final ROW requirements. The Project is estimated to impact a total of five properties, both privately and publicly owned, and eight utility conflicts. The real property requirements are comprised of a combination of partial fee acquisitions, permanent easements, utility easements, and temporary construction easements. There are no anticipated full fee acquisitions. The needed property rights are required to implement the Project scope as defined in the final environmental document. The total estimated capital cost for ROW acquisition and utility relocations is \$1,626,200, which is proposed to be funded by M2 funds.

In addition to standard ROW activities, Caltrans is requesting ROW legal support services to be added to ROW support. Any resolutions of necessity and eminent domain legal proceedings will be handled by Caltrans. Upon approval of the cooperative agreement, OCTA agrees to reimburse Caltrans for ROW legal support services throughout the Project. In an effort to help manage costs for Caltrans legal support, language in the proposed cooperative agreement requires Caltrans to inform OCTA of any possible legal or administrative settlements and to invite OCTA to any mediations or settlement conferences. This language is intended for Caltrans and OCTA to gain consensus on settlements and agree on minimizing the additional capital and support costs associated with ROW settlements and litigation.

Fiscal Impact

As part of this cooperative agreement, funding for Caltrans services for ROW support is included in OCTA's Fiscal Year (FY) 2021-22 Budget, and will be proposed for the FY 2022-23 budget, Capital Programs Division, Account No. 0017-7514-FM003-1O5. Staff is seeking Board approval for \$2,520,200 in M2 Freeway funding. The Capital Funding Program includes a summary of how OCTA's capital projects are currently funded, along with the proposed changes in this item and is provided as Attachment A.

Summary

Staff requests Board approval for the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-1-2809 with Caltrans, in the amount of \$2,520,200, for ROW support services and ROW capital costs for the Project.

Attachment

- A. Capital Funding Program Report

Prepared by:



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Senior Project Manager
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Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
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Pia Veasapen
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Capital Funding Program Report

Pending Approval by OCTA Board of Directors (Board) - October 11, 2021

State Highway Project											
Project Title	M Code	Total Funding	Federal Funds			State Funds			Local Funds		
			STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
I-5 from SR-55 to SR-57, add one HOV lane each direction	A	\$41,500	\$36,191							\$5,309	
I-5 widening, I-405 to Yale Avenue (Segment 1)	B	\$230,482	\$52,357			\$95,338	\$33,395			\$49,392	
I-5 widening, Yale Avenue to SR-55 (Segment 2)	B	\$41,351	\$32,527		\$851					\$7,973	
I-5 widening, Alicia Parkway to El Toro Road (Segment 3)	C	\$181,327	\$49,897		\$4,728		\$9,388			\$117,314	
I-5 widening, Oso Parkway to Alicia Parkway (Segment 2)	C	\$205,695	\$47,676		\$7,921					\$150,098	
I-5 widening, SR-73 to Oso Parkway (Segment 1)	C	\$213,267	\$28,167		\$6,433	\$91,977		\$29,832		\$56,858	
I-5, SR-73 to El Toro Road landscaping/replacement planting	C	\$12,365				\$6,000				\$6,365	
I-5/El Toro Interchange	D	\$4,400	\$4,400								
SR-55 (I-5 to SR-91)	F	\$16,000	\$8,359		\$2,641					\$5,000	
SR-55 widening between I-405 and I-5	F	\$505,720	\$160,500		\$41,900	\$80,000	\$140,000			\$83,320	
SR-57 Orangewood Avenue to Katella Avenue	G	\$9,327	\$2,500		\$3,240					\$3,587	
SR-57 truck climbing lane phase II: Lambert Road to LA County Line	G	\$6,500				\$6,500					
SR-91, Acacia Avenue to La Palma Avenue (Segment 3)	I	\$16,201	\$1,770							\$30	\$14,401
SR-91, La Palma Avenue to SR-55 (Segment 2)	I	\$46,314	\$3,460							\$40	\$42,814
SR-91, SR-55 to Lakeview Avenue (Segment 1)	I	\$15,779	\$1,770							\$30	\$13,979
SR-91, SR-241 to I-15	J	\$41,800									\$41,800
I-405 improvements, SR-73 to I-605	K	\$2,080,234	\$35,000		\$10,648			\$89,771		\$1,315,885	\$628,930
I-405 (I-5 to SR-55)	L	\$8,000	\$8,000								
I-405 s/b aux lane - University to Sand Canyon and Sand Canyon to SR-133	L	\$2,328				\$2,328					
I-605/ Katella Avenue interchange ¹	M	\$7,344								\$7,344	
241/91 Express Lanes (HOT) Connector		\$182,298	\$50								\$182,248
I-5 Managed Lane Project from Avenida Pico to San Diego County Line		\$6,978	\$6,978								
SR-74 Ortega Highway Multimodal Improvements, Calle Entradero to Reata Road		\$53,513			\$250	\$43,913				\$7,200	\$2,150
SR-74 widening, City/County line to Antonio Parkway		\$40,905	\$5,285			\$10,000					\$25,620
State Highway Project Totals		\$3,969,628	\$484,887		\$78,612	\$336,056	\$182,783	\$119,603		\$1,815,745	\$951,942
Federal Funding Total		\$563,499									
State Funding Total		\$638,442									
Local Funding Total		\$2,767,687									
Total Funding (000's)		\$3,969,628									

State Highway Project Completed											
Project Title	M Code	Total Funding	Federal Funds			State Funds			Local Funds		
			STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
I-5 HOV lane each direction s/o PCH to San Juan Creek Road	C	\$74,300	\$11,326					\$20,789		\$42,185	
I-5 HOV lanes from s/o Avenida Vista Hermosa to s/o PCH	C	\$75,300	\$12,065			\$46,779				\$16,456	
I-5 HOV lanes: s/o Avenida Pico to s/o Vista Hermosa	C	\$83,500	\$26,867		\$1,600	\$43,735				\$11,298	



Capital Funding Program Report

Pending Approval by OCTA Board of Directors (Board) - October 11, 2021

State Highway Project Completed											
Project Title	M Code	Total Funding	Federal Funds			State Funds			Local Funds		
			STBG/CMAQ	FTA	Other Fed.	STIP	SB1	Other State	M1	M2	Other Local
I-5/SR-74 interchange improvements	D	\$80,300				\$48,683		\$24,109	\$2,500		\$5,008
I-5/SR-74 interchange landscaping/replacement planting	D	\$1,440			\$752	\$688					
SR- 57 n/b widening, Katella Avenue to Lincoln Avenue - landscaping	G	\$2,172								\$2,172	
SR- 57 n/b widening, SR-91 to Yorba Linda Boulevard - landscaping	G	\$946								\$946	
SR-57 n/b widening, Katella Avenue to Lincoln Avenue	G	\$35,827						\$24,127		\$11,700	
SR-57 n/b widening, SR-91 to Yorba Linda Boulevard	G	\$51,354						\$39,475		\$11,879	
SR-57 n/b widening, Yorba Linda to Lambert Road	G	\$52,871						\$41,250		\$11,621	
SR-57 n/b widening, Yorba Linda to Lambert Road - landscaping	G	\$1,193								\$1,193	
SR-91 w/b connect existing aux lanes, I-5 to SR-57	H	\$62,977						\$27,227		\$35,750	
SR-91 w/b connecting existing aux lanes, I-5 to SR-57 - landscaping	H	\$2,290								\$2,290	
SR-91 w/b (SR-55 - Tustin interchange) improvements	I	\$43,753				\$15,753		\$14,000		\$14,000	
SR-91 e/b widening, SR-241 to SR-71	J	\$57,773			\$45,911					\$6,942	\$4,920
SR-91 w/b Routes 91/55 - e/o Weir replacement planting	J	\$2,898				\$2,898					
SR-91 widening, SR-55 to Gypsum Canyon (Weir/SR-241)	J	\$76,993				\$22,250		\$54,045		\$698	
I-405/SR-22/I-605 HOV connector - landscaping		\$4,600	\$4,600								
HOV connectors from I-405 and I-605	M1	\$173,091	\$14,787					\$135,430	\$16,200		\$6,674
HOV connectors from SR-22 to I-405	M1	\$115,878	\$64,375		\$49,625				\$1,878		
State Highway Project Completed Totals		\$999,456	\$134,020		\$97,888	\$180,786		\$380,452	\$20,578	\$169,130	\$16,602
Federal Funding Total		\$231,908									
State Funding Total		\$561,238									
Local Funding Total		\$206,310									
Total Funding (000's)		\$999,456									



Capital Funding Program Report

Pending Approval by OCTA Board of Directors (Board) - October 11, 2021

Board Action:

1. Authorize the use of up to \$2,520,200 in Measure M2 Freeway funds for right-of-way capital and right-of-way support services for the Interstate 605 / Katella Avenue interchange project.

Acronyms:

Aux - Auxilliary
CMAQ - Congestion Mitigation Air Quality Improvement Program
FTA - Federal Transit Administration
FY - Fiscal Year
HOT - High-Occupancy Toll
HOV - High-Occupancy Vehicle
Hwy - Highway
I-405 - Interstate 405
I-5 - Interstate 5
I-605 - Interstate 605
LA - Los Angeles
M Code - Project Codes in Measure M1 and M2
M1 - Measure M1
M2 - Measure M2
N/B - Northbound
OC - Orange County
OCTA - Orange County Transportation Authority
PCH - Pacific Coast Highway
RSTP - Regional Surface Transportation Program
S/B - Southbound
S/O - South of
SR-133 - State Route 133
SR-241 - State Route 241
SR-55 - State Route 55
SR-57 - State Route 57
SR-71 - State Route 71
SR-73 - State Route 73
SR-90 - State Route 90
SR-91 - State Route 91
SS - Southside
STBG - Surface Transportation Block Grant
STIP - State Transportation Improvement Program
W/B - Westbound



COMMITTEE TRANSMITTAL

October 11, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board

Andrea West

Subject: Amendment to Cooperative Agreement with the City of Seal Beach for the Interstate 405 Improvement Project

Regional Planning and Highways Committee Meeting of October 4, 2021

Present: Directors Bartlett, Chaffee, Harper, Hernandez, and Murphy

Absent: Director Delgleize, Muller, and Sarmiento

Committee Vote

This item was passed by the Members present.

Committee Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-6-1126 between the Orange County Transportation Authority and the City of Seal Beach, in the amount of \$370,000, for additional services for the Interstate 405 Improvement Project. This will increase the maximum obligation of the cooperative agreement to a total value of \$740,600.



October 4, 2021

To: Regional Planning and Highways Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Amendment to Cooperative Agreement with the City of Seal Beach for the Interstate 405 Improvement Project

Overview

On May 9, 2016, the Orange County Transportation Authority Board of Directors approved Cooperative Agreement No. C-6-1126 with the City of Seal Beach for services required during the design-build implementation of the Interstate 405 Improvement Project. The cooperative agreement needs to be amended for additional city support services during the construction of the Interstate 405 Improvement Project.

Recommendation

Authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-6-1126 between the Orange County Transportation Authority and the City of Seal Beach, in the amount of \$370,000, for additional services for the Interstate 405 Improvement Project. This will increase the maximum obligation of the cooperative agreement to a total value of \$740,600.

Discussion

The Orange County Transportation Authority (OCTA), in cooperation with the California Department of Transportation (Caltrans) and the cities of Costa Mesa, Fountain Valley, Huntington Beach, Seal Beach (City), and Westminster, and is implementing the Interstate 405 (I-405) Improvement Project between State Route 73 (SR-73) and Interstate 605 (I-605) (Project). The Project will add one general purpose lane from Euclid Street to I-605, consistent with Measure M2 Project K, and will add an additional lane in each direction that would combine with the existing high-occupancy vehicle lane to provide dual express lanes in each direction on I-405 from SR-73 to I-605. The Project includes improvements to city-owned and operated streets, city traffic facilities, and city utilities impacted by the Project. OCTA used a design-build (DB) delivery method for the procurement, design, and construction

of the Project. On November 14, 2016, the OCTA Board of Directors (Board) approved the award of the DB contract to OC 405 Partners (OC405).

On May 9, 2016, the OCTA Board approved a cooperative agreement with the City for its services to be provided during the DB implementation of the Project. The reimbursement to the City includes costs for review and approval of plans, specifications and reports, oversight of construction inspection services for city facilities, review and acceptance of the transportation management plan, traffic engineering, and police services during construction of the Project.

More specifically, the cooperative agreement reimburses the City to review and approve the construction staging plans, maintenance of traffic (MOT) plans, detour plans, and each temporary traffic control plan for work impacting city streets. City construction inspection and traffic signal operations support are also required for implementation of the MOT, detour and temporary traffic control elements, and are reimbursed through the cooperative agreement. The City provides its police traffic support on an as-needed basis.

Recently, OCTA staff worked with the City to implement a construction schedule mitigation strategy with the long-term closure of the westbound State Route 22 on-ramp at Old Ranch Parkway. The extended closure allowed the ramp to be reconstructed more efficiently in a single stage and allowed a major drainage channel improvement to be constructed over one dry season as opposed to multiple seasons. This schedule mitigation measure reduced the overall ramp reconstruction duration by approximately six months. To accommodate this change, an environmental revalidation with traffic analysis in accordance with Caltrans requirements were prepared. In addition, revised design plans and revised construction staging and MOT plans on local streets were prepared. The review of these revised plans required the City to provide additional engineering review and construction support efforts beyond the original estimate.

OCTA also worked with city staff to address its concerns regarding potential damage to a city waterline in close proximity to the Almond soundwall reconstruction zone. A waterline protection plan was prepared and required extensive city review and approval. In addition, OCTA provided detailed information to the City regarding the proposed soundwall reconstruction sequencing and methods. The review of the plan required the City to provide additional engineering review and construction support efforts beyond the original estimate.

The original scope of work assumed the construction period and associated city support services to end in early 2023. Additional city support is needed to accommodate the current construction completion milestone date which is now late 2023.

The review and implementation of the schedule mitigation strategy within the City provided a significant benefit to OCTA related to maintaining the current project schedule. In addition, by having a waterline protection plan in place, it reduces the risks to damaging the City's waterline during construction and allows soundwall construction to proceed more efficiently, which also helps maintain the current project schedule. To obtain city concurrence on these items, the City required more senior staff involvement and additional city staff efforts to coordinate, review, and implement these elements that allowed construction to proceed more efficiently. These increased efforts by the City account for approximately 85 percent of the additional funds requested. The extended construction period from the original early 2023 substantial completion date to the current late 2023 substantial completion date accounts for approximately 15 percent of the additional funds requested.

Attachment B to this report depicts the revised reimbursement amount for city services. The proposed amendment will be funded from the project contingency and is not anticipated to increase the total project estimate of \$2.08 billion.

Fiscal Impact

Funding for this amendment is included in OCTA's Fiscal Year 2021-22 Budget, Capital Programs Division, account nos. 0017-9084-FK101-012 and 0037-9017-A9510-012, and is funded with a combination of federal, state, and local funds.

Summary

Staff recommends the Board of Directors authorize the Chief Executive Officer to negotiate and execute Amendment No. 2 to Cooperative Agreement No. C-6-1126 with the City of Seal Beach, in the amount of \$370,000, to provide additional services for the Interstate 405 Improvement Project.

Attachments

- A. City of Seal Beach, Cooperative Agreement No. C-6-1126 Fact Sheet
- B. Revised Schedule A, Reimbursement Schedule for Combined City Services, City of Seal Beach

Prepared by:



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Approved by:



James G. Beil, P.E.
Executive Director, Capital Programs
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Pia Veesapen
Director, Contracts Administration and
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**City of Seal Beach
Cooperative Agreement No. C-6-1126 Fact Sheet**

1. May 9, 2016, Cooperative Agreement No. C-6-1126, \$120,600, approved by the Board of Directors (Board).
 - To provide City of Seal Beach (City) services, including review and approval of plans, specifications, reports, traffic management plan, oversight of construction and detour inspection services, traffic engineering, and police services for the Interstate 405 Improvement Project (Project).

2. April 8, 2019, Amendment No. 1 to Cooperative Agreement No. C-6-1126, \$250,000, approved by Board.
 - To provide additional city services, including review and approval of plans, specifications, reports, traffic management plan, oversight of construction and detour inspection services, traffic engineering, and police services for the Project.

3. October 11, 2021, Amendment No. 2 to Cooperative Agreement No. C-6-1126, \$370,000, pending Board approval.
 - To provide additional city services, including schedule mitigation strategies, review and approval of plans, specifications, reports, traffic management plan, oversight of construction and detour inspection services, traffic engineering, and police services for the Project. These City services are needed to accommodate the current construction completion milestone date of late 2023.

Total committed to the City after approval of Amendment No. 2 to Cooperative Agreement No. C-6-1126: \$740,600.

REVISED SCHEDULE A

REIMBURSEMENT SCHEDULE FOR COMBINED CITY SERVICES

CITY OF SEAL BEACH

<i>Item No.</i>	<i>Description of City Services</i>	<i>Maximum Reimbursement Amount¹</i>
1	Review and approval of plans, specifications, and other pertinent engineering plans and reports, traffic management plan review and concurrence, and construction oversight inspection services related to City of Seal Beach (CITY) Facilities.	\$541,900
2	Traffic engineering	\$103,100
3	Police services (including overtime costs)	\$95,600
4	Pavement rehabilitation (if applicable)	\$TBD ²
	TOTAL MAXIMUM REIMBURSEMENT	\$740,600

- (1) Schedule A shows estimated reimbursement amounts for each CITY SERVICES item of work. During the term of this cooperative agreement, the CITY may redistribute funds for items of work as needed; however, the total amount of CITY SERVICES shall not exceed the Total Maximum Reimbursement amount shown herein.
- (2) In the event it is determined that pavement mitigation is required, this amount will be determined after the contractor is hired by the Orange County Transportation Authority and shall be reimbursed as a one-time lump sum amount upon execution of an amendment to this cooperative agreement.



October 11, 2021

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Approval to Release Request for Proposals for the OC Streetcar Ticket Vending Machines

Overview

Staff is requesting Board of Directors' approval to release a request for proposals for the development, construction, implementation, and operations and maintenance of the OC Streetcar ticket vending machines system. A draft request for proposals has been developed, including proposed evaluation criteria and weightings, to support the procurement process.

Recommendations

- A. Approve the release of Request for Proposals 1-3279 to select a firm to provide the development, construction, and implementation, as well as the operations and maintenance of the OC Streetcar ticket vending machines for a five-year initial term with one, five-year option term.
- B. Approve the proposed evaluation criteria and weightings for Request for Proposals 1-3279 for the development, construction, and implementation, as well as the operations and maintenance of the OC Streetcar ticket vending machines.

Background

The Orange County Transportation Authority (OCTA), in cooperation with the cities of Garden Grove and Santa Ana, is implementing a modern streetcar (OC Streetcar {Project}) running between the Santa Ana Regional Transportation Center in the City of Santa Ana and the Harbor Boulevard/Westminster Boulevard intersection in the City of Garden Grove. The Project will improve transit connectivity and accessibility, increase transit options, relieve congestion, and provide benefits to the community and traveling public. The Project is being implemented as part of Measure M2 Transit Extensions to Metrolink (Project S).

Discussion

Ticket vending machines (TVMs) are needed to enable OC Streetcar customers to purchase fare media. The OC Streetcar will consist of 16 platforms across ten stations, requiring one or two TVMs on each platform. It is estimated that 28 TVMs will be required based on the current number of platforms. The TVMs are intended to be a simple, intuitive machine that allows customers to purchase fare media with multiple payment types, such as cash, credit/debit card, and Apple/Google Wallet. The TVMs will issue paper tickets with encrypted barcodes that can be validated on the OC Streetcar and OC Bus system. This will allow a consistent and seamless fare collection experience for customers.

Upon completion of the initial capital design, testing, and installation, OCTA will issue final acceptance, which will start an operations and maintenance (O&M) support agreement for up to ten years. The TVM system will include an initial two-year warranty to cover hardware and software defects after final acceptance. In addition, final acceptance will start a five-year software maintenance term, which includes device updates, software licenses, and security certifications. Cloud hosting will be provided for the same five-year maintenance term. OCTA will perform all hardware maintenance, and any additional maintenance will be provided by the TVM vendor using pre-negotiated on-call labor rates. Additionally, a five-year option term may be exercised that extends both the software maintenance and cloud hosting agreements to a total of ten years. Board of Directors' (Board) approval would be required for staff to exercise the five-year option term.

Procurement Approach

OCTA's Board-approved procurement policies and procedures require that the Board approve request for proposals (RFP) over \$1,000,000, as well as approve the evaluation criteria and weightings. Staff is submitting for Board approval the draft RFP and evaluation criteria and weightings, which will be used to evaluate proposals received in response to the RFP.

The proposed evaluation criteria and weightings are as follows:

- Qualifications of the Firm 20 percent
- Staffing and Project Organization 20 percent
- Technical Approach/Work Plan 35 percent
- Cost and Price 25 percent

Several factors were considered in developing the evaluation criteria weightings. Qualifications of the firm is weighted at 20 percent as the firm must demonstrate experience implementing similar ticket vending machines. Staffing and project organization is also weighted at 20 percent as the firm must demonstrate the level of expertise, availability, and involvement for the roles of the proposed project team. Technical approach/work plan is weighted at 35 percent as the firm's proposed implementation plan and proposed solution must be able to meet the functional and technical requirements established for the TVM system as specified in the scope of work. Cost is weighted at 25 percent to ensure that OCTA receives value for the services provided.

The contract term for this procurement will be a five-year initial term with one, five-year option term. The total cost for the initial term is anticipated to be approximately \$2,366,850.

This RFP will be released upon Board approval of these recommendations.

Fiscal Impact

This capital purchase was approved in OCTA's Fiscal Year 2021-22 Approved Budget, Transit Development Capital Project Fund, Account No. 0051-9017-TS010-Z56. Budget approval for the O&M of this purchase will be required and requested in OCTA's Fiscal Year 2022-23 Budget.

Summary

Board of Directors' approval is requested to release Request for Proposals 1-3279 to select a firm for the development, construction, implementation, and operations and maintenance of the OC Streetcar ticket vending machines and the approval of the proposed evaluation criteria and weightings.

Attachment

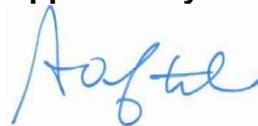
- A. Draft Request for Proposals (RFP) 1-3279, OC Streetcar Ticket Vending Machines

Prepared by:



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Approved by:



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Finance and Administration
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Director, Contracts Administration and
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DRAFT REQUEST FOR PROPOSALS (RFP) 1-3279

OC STREETCAR TICKET VENDING MACHINES



**ORANGE COUNTY TRANSPORTATION AUTHORITY
550 South Main Street
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Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date:	October 11, 2021
Pre-Proposal Conference Date:	October 19, 2021
Question Submittal Date:	October 25, 2021
Proposal Submittal Date:	December 6, 2021
Interview Date:	January 19, 2022

FEDERAL TRANSIT ADMINISTRATION FUNDED PROJECT

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October 11, 2021

NOTICE OF REQUEST FOR PROPOSALS (RFP)

RFP 1-3279: “OC STREETCAR TICKET VENDING MACHINES”

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (Authority) invites qualified Offerors to submit a proposal to provide ticket vending machines (TVM) for the upcoming OC Streetcar. The budget for this effort is \$2,366,852 for a five-year initial term.

The Authority has set a **four percent (4%)** Disadvantaged Business Enterprise (DBE) participation goal for this project.

Proposals must be received in the Authority’s office at or before 2:00 p.m. on December 6, 2021.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Iris Deneau, Senior Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management
P.O. Box 14184
Orange, California 92863-1584
Attention: Iris Deneau, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, please anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority’s physical address.

Proposals and amendments to proposals received after the date and time specified above will be returned to the Offerors unopened.

Firms interested in obtaining a copy of this RFP may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

All firms interested in doing business with the Authority are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

To receive all further information regarding this RFP 1-3279, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Fare Collection Equipment	Fare Collection Equipment
Maintenance Services – Equipment	Fare Collection Equipment Service
Professional Consulting	Fare Collection Consulting

A pre-proposal conference will be held via teleconference on October 19, 2021, at 9:00 a.m. Prospective Offerors may call-in using the following credentials

- [Pre-Proposal Conference MS Teams Link](#)
- OR Call-in Number: +1 916-550-9867
- Conference ID: 870 993 530#

An on-site/in-person conference will not be held. A copy of the presentation slides and pre-proposal conference registration sheet(s) will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to attend the pre-proposal conference.

The Authority has established January 19, 2022 as the date to conduct interviews. All prospective Offerors will be asked to keep this date available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed agreement including the identified Scope of Work.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS**A. PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held via teleconference on October 19, 2021, at 9:00 a.m. Prospective Offerors may call-in using the following credentials.

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B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a proposal, Offeror represents that it has thoroughly examined and become familiar with the work required under this RFP and that it is capable of performing quality work to achieve the Authority's objectives.

C. ADDENDA

Any Authority changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral instructions. Offerors shall acknowledge receipt of addenda in their proposals. Failure to acknowledge receipt of Addenda may cause the proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Iris Deneau, Senior Contract Administrator
Contracts Administration and Materials Management Department
Email: ideneau@octa.net

Commencing on the date of the issuance of this RFP and continuing until award of the contract or cancellation of this RFP, no proposer, subcontractor, lobbyist, or agent hired by the proposer shall have any contact or communications regarding this RFP with any Authority's staff; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP.

Contact includes face-to-face, telephone, electronic mail (email), or formal written communication. Any proposer, subcontractor, lobbyist, or agent hired by the proposer that engages in such prohibited communications may result in disqualification of the proposer at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should it be found that the point in question is not clearly and fully set forth, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the pre-proposal conference, must be put in writing and be received via email to ideneau@octa.net no later than 5:00 p.m., on October 25, 2021.
- b. Requests for clarifications, questions, and comments must be clearly labeled, "Written Questions RFP 1-3279 OC Streetcar Ticket Vending Machines" in the subject line of the email. The Authority is not responsible for failure to respond to a request that has not been labeled as such.

3. Authority Responses

Responses from the Authority will be posted on CAMM NET no later than November 3, 2021. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via email.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and subconsultants must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

<u>Category:</u>	<u>Commodity:</u>
Fare Collection Equipment	Fare Collection Equipment
Maintenance Services – Equipment	Fare Collection Equipment Service
Professional Consulting	Fare Collection Consulting

Inquiries received after 5:00 p.m. on October 25, 2021 will not be responded to.

F. SUBMISSION OF PROPOSALS

Offeror is responsible for ensuring third-party deliveries arrive at the time and place as indicated in this RFP.

1. Date and Time

Proposals must be received in the Authority's office at or before 2:00 p.m. on December 6, 2021.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Iris Deneau, Senior Contract Administrator**

Or proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Iris Deneau, Senior Contract Administrator**

Note: The Authority utilizes a third-party delivery service; therefore, please anticipate a 48-hour delay in delivery of proposals mailed to the P.O. Box listed above. Proposals are considered received once time stamped at the Authority's physical address.

3. Identification of Proposals

Offeror shall submit one (1) **original** of its proposal in a sealed package, addressed as shown above in F.2. The outer envelope must show the Offeror's name and address and clearly marked with RFP number. In addition to the above, ***Proposers shall also include one (1) electronic copy of their entire RFP submittal package in "PDF" format, on a CD, DVD, or flash drive.***

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority makes no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the project.
- d. The Authority reserves the right to postpone proposal openings for its own convenience.
- e. Each proposal will be received with the understanding that acceptance by the Authority of the proposal to provide the services described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted proposal and specifications.
- f. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the work.
- g. Submitted proposals are not to be copyrighted.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its proposal. Offeror shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by Offeror in:

- 1. Preparing its proposal in response to this RFP;
- 2. Submitting that proposal to the Authority;
- 3. Negotiating with the Authority any matter related to this proposal; or
- 4. Any other expenses incurred by Offeror prior to date of award, if any, of the Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be a firm-fixed price contract specifying firm-fixed prices for individual tasks specified in the Scope of Work, included in this RFP as Exhibit A. The Agreement will have a five-year initial term with one, five-year option term.

L. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable, to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.

All Offerors must disclose in their proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

M. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct as it relates to Third-Party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its subcontracts.

N. DEBARMENT & SUSPENSION**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS – PRIMARY PARTICIPANT AND LOWER-TIER PARTICIPANTS**

Unless otherwise permitted by law, any person or firm that is debarred, suspended, or voluntarily excluded, as defined in the Federal Transit Administration (FTA) Circular 2015.1, dated April 28, 1989, may not take part in any federally funded transaction, either as a participant or a principal, during the period of debarment, suspension, or voluntary exclusion. Accordingly, the Authority, acting on behalf of the district, may not enter into any transaction with such debarred, suspended, or voluntarily excluded persons or firms during such period.

A process has been established by 2 CFR Part 180, as adopted and supplemented by 2 CFR Part 1200 as a means to ensure that debarred, suspended, or voluntarily excluded persons or firms do not participate in Federally assisted projects. A person or firm that is unable to provide a positive certification as required by the solicitation must submit a complete explanation attached to the certification. FTA will consider the certification and any accompanying explanation in determining whether or not to provide assistance for the project. Failure to furnish a certification or an explanation may disqualify that person or firm from participating in the project.

O. DISADVANTAGED BUSINESS ENTERPRISE

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," the Authority has established a four percent (4%) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

P. PREVAILING WAGE

Certain labor categories under this project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The proposer to whom a contract for the work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

SECTION II: PROPOSAL CONTENT

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A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted in 8 1/2" x 11" format. Charts and schedules may be included in 11" x 17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed one hundred (100) pages in length, excluding price proposal, cover letters, resumes, or required forms.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of proposal evaluation.
- b. Identification of all proposed subcontractors including legal name of company, whether the firm is a Disadvantaged Business Enterprise (DBE), contact person's name and address, telephone and fax number, and email address; relationship between Offeror and subcontractors, if applicable.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- e. Signature of a person authorized to bind Offeror to the terms of the proposal.
- f. Signed statement attesting that all information submitted with the proposal is true and correct.

3. Technical Proposal

a. Firm Qualifications, Related Experience, and References

This section of the proposal should establish the ability of Offeror to satisfactorily perform the required work by reasons of: experience in

performing work of a similar nature; demonstrated competence in the services to be provided; strength and stability of the firm; staffing capability; work load; record of meeting schedules on similar projects; and supportive client references.

Offeror to:

- (1) Provide a brief profile of the firm, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size, and location of offices; and number of employees.
- (2) Provide a general description of the firm's financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Offeror's ability to complete the project.
- (3) Identify subcontractors by company name, address, contact person, telephone number, email, and project function. Describe Offeror's experience working with each subcontractor.
- (4) Identify all firms hired or retained to provide lobbying or advocating services on behalf of the Offeror by company name, address, contact person, telephone number and email address. This information is required to be provided by the Offeror immediately during the evaluation process, if a lobbyist or advocate is hired or retained
- (5) Describe in detail the firm's experience in performing work of a similar nature to that solicited in this RFP, and highlight the participation in such work by the key personnel proposed for assignment to this project. This should include at minimum: a detailed description of similar projects including the year, specific scope, and staff that are similar. An explanation of the way the firm's unique experience makes it qualified for this scope of work.
- (6) Provide as a minimum three (3) references for the projects cited as related experience, and furnish the name, title, address, telephone number, and email address of the person(s) at the client organization who is most knowledgeable about the work performed. Offeror may also supply references from other work not cited in this section as related experience.
- (7) In the past ten years, has the Offeror been asked to address allegations of adverse past performance (e.g., by Cure Letter and/or Notice to Show Cause Letter) to which the Offeror has

responded? If yes, provide a detailed description of the performance issues, Offeror's response(s), and the remedies undertaken to correct the issues. Adverse past performance is defined as unsatisfactory or poor work or a less-than-satisfactory rating on any evaluation or any unfavorable comment received from an agency without a formal rating system.

b. Proposed Staffing and Project Organization

This section of the proposal should establish the method, which will be used by the Offeror to manage the project, as well as identify key personnel assigned.

Offeror to:

- (1) Identify key personnel proposed to perform the work in the specified tasks and include major areas of subcontract work. Include the person's name, current location, proposed position for this project, current assignment, level of commitment to that assignment, availability for this assignment, and how long each person has been with the firm.
- (2) Furnish brief resumes (not more than two [2] pages each) for the proposed Project Manager and other key personnel that includes education, experience, and applicable professional credentials.
- (3) Indicate adequacy of labor resources utilizing a table projecting the labor-hour allocation to the project by individual task.
- (4) Include a project organization chart, which clearly delineates communication/reporting relationships among the project staff.
- (5) Include a statement that key personnel will be available to the extent proposed for the duration of the project acknowledging that no person designated as "key" to the project shall be removed or replaced without the prior written concurrence of the Authority.

c. Technical Approach/Work Plan

Offeror should provide a narrative, which addresses the Scope of Work, and shows Offeror's understanding of Authority's needs and requirements.

Offeror to:

- (1) Provide a detailed description of the proposed equipment including: a) illustrations that show dimensions and materials used; b) functionality as it relates to the requirements of the Scope of Work; c) the proposed customer/employee interfaces (display unit, visual and audio indicators) with a scaled illustration of the proposed displays; d) the hardware communication interfaces provided; e) the maintainability of modules and assemblies.
- (2) Identify when, where, and quantity of proposed equipment has been successfully deployed in a transit agency. To establish a design as service-proven, the Offeror shall submit specific details of the project that can be verified by provided references.
- (3) The Offeror may propose a design which is largely unchanged from a service-proven design, but which varies slightly in design or manufacture to meet these requirements, including newer generations of service-proven equipment. The Offeror shall show, in detail, what has been changed and why such changes will not adversely affect operation or maintenance in the planned environment.
- (4) Describe and provide diagrams of the proposed fare system architecture that clearly identify the relationship of the proposed system and devices; the interface points of each element and the physical and logical communication standards; the development status of each software and hardware module (i.e. what has already been developed and what will need to be developed for this project) and the open architecture Application Programming Interfaces (APIs) that will be used to send data between the different sub-systems.
- (5) Provide a detailed description of the proposed configuration of each back office module including system hardware, interfaces, databases, applications software, and supported functionality. Indicate which applications and functions are already operational, and which must be developed.
- (6) Present the proposed project schedule, clearly identifying critical milestones to achieve system design, installation, pilot, and final acceptance. Identify anticipated risks in the proposed schedule and strategies to mitigate them. Describe solutions or suggestions to meeting or accelerating the timeline without impacting the integrity of the requirements.

- (7) Describe the various testing phases of the capital portion of the proposed solution. Identify the duration, proposed location, and personnel (by function or department) recommended for participation in each testing phase.
- (8) Describe the proposed installation plan, including timeline and expected level of involvement by Authority personnel.
- (9) Provide a list of training courses, identifying the format (e.g., classroom, field, etc.), duration, capacity, and recommended staff participation (by function or department).
- (10) Identify methods that Offeror will use to ensure quality control, as well as budget and schedule control for the project.
- (11) Identify any special issues or problems that are likely to be encountered in this project and how the Offeror would propose to address them.
- (12) Offeror is encouraged to propose enhancements or procedural or technical innovations to the Scope of Work that do not materially deviate from the objectives or required content of the project.

d. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C), using the form entitled "Proposal Exceptions and/or Deviations" included in this RFP. This Proposal Exceptions and/or Deviations form (Exhibit I) must be included in the original proposal submitted by the Offeror. If no technical or contractual exceptions and/or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form (Exhibit I) or any technical and/or contractual exceptions after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and/or deviations that "pass" do not mean that the Authority has accepted the change

but that it is a potential negotiable issue. Exceptions and/or deviations that receive a “fail” status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a “fail” status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviation that receive a “fail” status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

4. Cost and Price Proposal

As part of the cost and price proposal, the Offeror shall submit proposed pricing to provide the services for each work task described in Exhibit A, Scope of Work.

The Offeror shall complete the "Price Summary Sheet" form included with this RFP (Exhibit B) and follow the instructions described in Exhibit B. The Offeror may furnish any narrative required to explain the prices as a separate attachment to the price sheets. It is anticipated that the Authority will issue a firm-fixed-price contract.

5. Appendices

Information considered by Offeror to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

1. Campaign Contribution Disclosure Form

In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed Board of Directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP and submit as part of the proposal.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime contractor, subconsultants, lobbyists, and agents are required to report all campaign contributions made from the proposal submittal date up to and until the Board of Directors makes a selection.

2. Status of Past and Present Contracts Form

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP and submit as part of its proposal. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit the completed form(s) as part of its proposal.

3. Disadvantaged Business Enterprise Program and Forms

In conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs,” proposers must complete the following forms:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the “DBE Participation Commitment Form”)
- Bidders List

4. Certification of Restrictions on Lobbying

This form requires the Offeror to certify compliance with the lobbying requirements of 31 U.S.C. Section 1352 and the applicable regulations under 49 CFR part 19 and 20. (Required if the bid is equal or greater than \$100,000). The offeror is required to submit the Certification of Restrictions on Lobbying Form” and “Disclosure of Lobbying Activities Form,” in order for the Offeror’s proposal to be responsive and to be considered for evaluation.

5. Disclosure of Lobbying Activities

This form requires the Offeror to disclose lobbying activities pursuant to the requirements of 31 U.S.C. Section 1352. If Offeror does not have any reportable activities to disclose, they shall check the box entitled “No Reportable Activities” on the attached Standard Form-LLL “Disclosure of Lobbying Activities” and complete Section 16 of the form in order for the Offeror’s proposal to be responsive and to be considered for evaluation. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

6. Safety Specifications

Offerors shall comply with Safety Specifications Level 2 as included in this RFP as Exhibit H, during the term of the awarded Agreement.

7. Proposal Exceptions and/or Deviation Form

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed nor considered by the Authority.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the offers received based on the following criteria:

1. **Qualifications of the Firm** **20%**
 Technical experience in performing work of a closely similar nature; experience working with public agencies; strength and stability of the firm; strength, stability, experience, and technical competence of subcontractors; assessment by client references.

2. **Staffing and Project Organization** **20%**
 Qualifications of project staff, particularly key personnel and especially the Project Manager; key personnel's level of involvement in performing related work cited in "Qualifications of the Firm"; logic of project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel.

3. **Technical Approach/Work Plan** **35%**
 Depth of Offeror's understanding of Authority's requirements and overall quality of work plan; logic, clarity, and specificity of work plan; appropriateness of resource allocation among the tasks; reasonableness of proposed schedule, including testing phases, installation plan, and training courses; utility of suggested technical or procedural innovations; description of proposed equipment, fare system architecture, and configuration of back office module.

4. **Cost and Price** **25%**
 Reasonableness of the total price, as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written proposals using criteria identified in Section III A. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal.

During the evaluation period, the Authority may interview some or all of the proposing firms. The Authority has established January 19, 2022, as the date to conduct interviews. All prospective Offerors are asked to keep this date available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's proposal and qualifications.

At the conclusion of the proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues, and submit a final cost/price offer. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Transit Committee, the Offeror with the highest final ranking or a short list of top ranked firms within the competitive range whose proposal(s) is most advantageous to the Authority. The Board Committee will review the evaluation committee's recommendation and forward its decision to the full Board of Directors for final action.

C. AWARD

The Authority will evaluate the proposals received and will submit, with approval of the Transit Committee, the proposal considered to be the most competitive to the Authority's Board of Directors, for consideration and selection.

Offeror acknowledges that the Authority's Board of Directors reserves the right to award this contract in its sole and absolute discretion to any Offeror to this RFP regardless of the evaluation committee's recommendation or recommendation of a Board Committee.

The Authority may also negotiate contract terms with the selected Offeror prior to award, and expressly reserves the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a proposal in response to this RFP shall be notified via CAMM NET of the contract award. Such notification shall be made within three (3) business days of the date the contract is awarded.

Offerors who were not awarded the contract may obtain a debriefing concerning the strengths and weaknesses of their proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) business days of notification of the contract award.

EXHIBIT A: SCOPE OF WORK

SCOPE OF WORK

1 Project Overview

1.1 Summary

The Orange County Transportation Authority (OCTA) is seeking proposals for a Ticket Vending Machine (TVM) System for the OC Streetcar project. The TVM System will consist of one (1) or two (2) vending machine(s) located at each Streetcar platform, with the following high-level features:

- Proven design and footprint that has been previously deployed in an outdoor transit environment.
- Ability to vend paper tickets with embedded 2D barcodes that can be validated with optical validators.
- Intuitive touch screen customer interface that supports various fare products.
- Payment with both cash and credit/debit cards compliant with Payment Card Industry (PCI) and Europay Mastercard Visa (EMV) standards. No change issuance is required.
- PCI compliant hosted or cloud-based central management system to manage and configure the system, in addition to reporting and data querying capabilities.
- Open architecture with unrestricted access to system Application Programming Interfaces (API) to allow future integration and expansion of the system.

This document contains functional requirements that describe the intended system outcome design while allowing the flexibility for an accelerated and agile implementation.

1.2 Streetcar Information

OCTA is building sixteen (16) Streetcar platforms across ten (10) stations, requiring one (1) or two (2) TVMs on each platform. The available space for the TVM System is limited, allowing up to two (2) small form factor TVMs at each station. There are a total of ten (10) stations:

1. Santa Ana Regional Transportation Center (center platform at transportation hub), City of Santa Ana
2. Lacy Street (both platforms on Santa Ana Blvd), City of Santa Ana
3. French Street (W. platform on Santa Ana Blvd, E. platform on 4th Street), City of Santa Ana
4. Sycamore Street (W. platform on Santa Ana Blvd, E. platform on 4th Street), City of Santa Ana
5. Ross Street (W. platform on Santa Ana Blvd, E. platform on 4th Street), City of Santa Ana
6. Flower Street (both platforms on Santa Ana Blvd), City of Santa Ana
7. Bristol Street (both platforms on Santa Ana Blvd), City of Santa Ana
8. Raitt Street (center platform on right-of-way), City of Santa Ana
9. Fairview Street (center platform on right-of-way), City of Santa Ana
10. Harbor Blvd. (center platform at Harbor/Westminster transportation hub), City of Garden Grove

There are sixteen (16) individual platforms, but four (4) of the platforms are center platforms serving both Eastbound and Westbound tracks or two (2) terminus tracks. Twelve of the platforms are side platforms only serving Eastbound or Westbound tracks (but not both). Table 1-1 shows the platform type and TVM quantity for each station, and Figure 1-1 shows the overhead map of the Streetcar alignment.

Table 1-1: Station Quantities

Station	Station Name	Platform Type	# of Platforms	# of TVMs
1	SARTC	Bi-directional center platform	1	2
2	N. Lacy Street	Single direction side platform	2	2
3	N. French Street	Single direction side platform pair	2	4
4	N. Sycamore Street	Single direction side platform pair	2	4
5	N. Ross Street	Single direction side platform pair	2	4
6	N. Flower Street	Single direction side platform	2	2
7	N. Bristol Street	Single direction side platform	2	2
8	N. Raitt Street	Bi-directional center platform	1	2
9	N. Fairview Street	Bi-directional center platform	1	2
10	N. Harbor Boulevard	Bi-directional center platform	1	2
			Spares	2
			Total	28 *

* This is an estimated total, the final quantities will be determined prior to contract execution.

Figure 1-1: Streetcar Map



1.3 Project Timeline

The TVM System project timeline is expected to be aggressive, but may be dynamic as external factors change. The implementation period from Notice to Proceed (NTP) to a test environment deployment of two (2) units shall be no longer than nine (9) months, at which point an integration testing phase will verify TVM functionality, back office modules, network connectivity, API connections and other field conditions. The implementation period will consist of one (1) design review to facilitate a rapid resolution of outstanding design decisions.

Once the Field Integration Testing (FIT) successfully passes, a Pilot test will initiate acceptance testing, which also includes the full delivery and installation of the remaining units within thirteen (13) months of NTP. Once all units are installed, a Final Acceptance Test will be performed to verify that all units are meeting the design and performance requirements in this specification.

The successful completion of Final Acceptance will ideally occur within fifteen (15) months from NTP. Final Acceptance will start the two (2) year warranty period, and start a five (5) year Operations and Maintenance contract with another five (5) year option, for a total of ten (10) possible years.

Figure 1-2 provides an overview of the estimated project timeline. This figure is meant as an estimate only, and the project team will revisit/revise the project schedule regularly. Contractors are encouraged to provide feedback and innovative suggestions to minimize risk and ensure that the fifteen (15)-month project schedule can be met successfully.

Figure 1-2: Estimated Project Timeline

Phase	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Notice to Proceed (NTP)																			
Requirements Review																			
Design Review																			
Manufacture Start																			
Factory Testing																			
Integration Testing																			
Pilot																			
Installation																			
Final Acceptance																			
Contingency																			

2 Common Requirements

2.1 Proven Design

The TVM system to be provided by the Contractor will be based on a service-proven, or derived from a service-proven design, that will meet the following criteria:

- The proposed TVM will be nearly identical in design and construction to a model deployed and in revenue service (e.g. in use and passed system acceptance) at a minimum of one (1) transit agency.
- Successfully integrated TVMs with a hosted back office system at a minimum of one (1) transit agency.
- Has achieved a level of reliability, accuracy, and availability consistent with the performance requirements in these specifications at a minimum of one (1) transit agency.
- Successfully designed, manufactured, tested, installed, and acceptance within a project timeline comparable to the timeline in this specification.
- Solution has been demonstrated to successfully integrate with other third-party solutions, such as an account-based fare collection system.

Given the accelerated schedule associated with this project, it is expected that the proposed system will not deviate significantly from an already proven and implemented design. OCTA prefers a proven solution with flexibility to make project-specific design adjustments as required. Contractors are encouraged to identify elements of their proposed system that have been already implemented on previous projects, and those that will require updating or additional development for OCTA.

2.2 Open Architecture

The TVM System will be based on an account-based, open payment architecture with key system interfaces supported by Application Programming Interfaces (APIs) that are fully owned or licensed to OCTA. The open architecture will provide flexibility as technology and OCTA needs evolve.

- The open architecture will apply to all fare media, system interfaces and transaction formats used for the management, distribution, payment, and inspection of fares. There is a general preference for the use of open standards and cloud-based applications.
- OCTA will own all data generated by the equipment, systems, and software delivered. OCTA will be able to freely access and distribute all data free of charge. OCTA will retain ownership of all data in perpetuity with no restrictions or additional cost.
- All open architecture APIs, libraries, documentation, and data exchange formats will be provided to OCTA under a perpetual license to enable internal use and distribution to third-parties at no additional cost to OCTA.

2.3 Project Management

The Contractor will provide comprehensive project management to ensure adequate technical and administrative oversight, manage project schedule and budget, and effective communications with OCTA.

Project management activities will include:

- No later than twenty-one (21) calendar days following NTP, the Contractor shall participate in a project kickoff meeting to be held at OCTA offices. The Contractor shall work with OCTA to assemble an agenda for the meeting that covers topics including, but not limited to:
 - Introductions of key OCTA and Contractor points of contact
 - Review of project roles and responsibilities
 - Review of Contractor's scope of work and system requirements
 - Presentation of draft project baseline schedule
 - Discussion of key risks or project concerns
 - Establish ongoing communications schedule and format
- The Contractor shall prepare a Project Management Plan (PMP) addressing project staffing/organization, quality plan, and the master project schedule. The PMP is to be submitted within twenty-one (21) calendar days following the NTP.
- A master project schedule will be provided in Gantt format and show the major activities, sub-activities, milestones, and timelines required to implement the system from Notice to Proceed through to Final System Acceptance.
 - The schedule shall define all required stakeholder responsibilities and activities in the timeline. All project events and/or milestones which the Contractor views as the responsibility of OCTA shall be clearly identified in the schedule.
- The PMP, including the schedule shall be updated by the Contractor on a monthly basis to reflect any changes that have occurred.
- The Contractor shall convene regular progress review meetings, providing any required conference call facilities, such as:
 - Bi-weekly project management meetings with OCTA.
 - Technical and contractual interface meetings with any other relevant parties (e.g. other Contractors, sub-Contractors) as needed.
- The Contractor shall maintain an Action Item List (AIL), which shall be submitted regularly and maintained throughout the project to track the progress against, and current status of, all open issues.
- The Contractor shall identify their key personnel and when they are recommended to be onsite during key project activities. OCTA shall have the right to reject any changes to key personnel if the Contractor is unable to demonstrate that the proposed replacement provides an equivalent or better level of experience and expertise.

2.4 Project Team

- The Contractor will designate responsible and experienced individuals to serve as the Project Manager (PM) and Technical Lead for the term of the Contract and maintain close collaboration with OCTA. These team members shall constitute Key Personnel.

- The PM will be someone who has managed projects of similar size and complexity and who possesses full authority to render project resources and technical and commercial decisions on behalf of the Contractor.
- The Technical Lead will have served in the lead technical position on projects of similar size and complexity and who possesses a command of the technologies that will be utilized as part of the implementation.
- An on-site representative (the PM and/or technical lead) will be located in the OCTA region during key project milestones, and from Integration Testing through completed installations. The on-site representative will give OCTA at least two (2) weeks advance notice of any anticipated changes to their onsite availability.

2.5 System Security

- The Contractor shall be responsible for ensuring that the system is compliant with all applicable PCI standards at the time of Final Acceptance.
- All systems components and interfaces shall be compliant with OCTA, local, and state policies for the handling of customer Personally Identifiable Information (PII).
- All data transmission between any parts or components of the system, as well as other outside servers will be secured using Secure Socket Layers (SSL). SSL certificates will be acquired from known and reputable certifying authorities. The Contractor shall adhere to FIPS 140-2 or equivalent encryption standards.
- The Contractor's system must provide for configurable, role-based user access, so that users will only be able to access data and functionality pertaining to their respective job functions.
- System security features will be maintained, and security issues will be addressed as they arise throughout the terms of the Contract. Operating system updates, software patches, bug fixes, and system enhancements to address identified security issues will be provided.
- Should OCTA deem it necessary, the Contractor shall support a system security assessment (reviewing, examining, testing), with independent review and testing of system components prior to and/or following launch.

2.6 Design Review

The objective of the design review is to evaluate details of the Contractor's design, and to collect OCTA feedback and confirmation of the final design and configuration. The Contractor will be required to participate in and submit documentation in support of one design review.

2.6.1 Contract Data Requirements List

Contract Data Requirements List (CDRL) documents will be submitted by the Contractor that will contain information that identify the design details of the system and associated services. The CDRL documents will be reviewed and approved by OCTA. Topics to be included in the CDRLs are to include, at a minimum:

- TVM Hardware Design
- TVM Software Design

- Ticket and Fare Media Design
- System Architecture
- API Documentation
- Hosting Plan
- Configuration Management
- System Monitoring
- Data and Reporting
- Test Plan
- Training Plan
- Installation Plan
- Maintenance Plan
- Performance Measurement

2.6.2 Design Review Workshop

The objective of the Design Review Workshops is to convene all project stakeholders to finalize the detailed system design that satisfies all of the requirements and capabilities in this specification.

- No later than thirty (30) calendar days following NTP, the Contractor shall participate in a requirements review with OCTA to verify expectations and clarify any outstanding questions regarding requirements or risks. The requirements review may take place during the project kickoff, or separately depending on Contractor and OCTA availability.
- The Contractor shall develop and submit the required CDRLs within sixty (60) calendar days of NTP.
- A Master Issues List (MIL) will be created to record OCTA's review comments and will be provided to the Contractor within fifteen (15) business days of receipt of the last CDRL.
- Design Review Workshops will be held no later than ten (10) business days after OCTA comments to the CDRLs are submitted.
- Design Review Workshops will be held with key Contractor and OCTA staff at the OCTA location. Each CDRL and MIL will be discussed, and any outstanding questions or issues will be resolved during the design review meetings where possible.
- All issues discussed during the workshops will be documented by the Contractor. OCTA will determine the appropriate action required to close an issue.
- If deemed necessary by OCTA, the Contractor will re-submit updated design documents for review and approval that incorporate necessary changes identified during the workshops.
- The final design review package will be approved upon OCTA determination that all identified MIL comments and design issues have been addressed.

2.7 Testing

The Contractor shall plan, perform, monitor, and document all tests required to design and deliver the approved final design of the integrated system. All system components and subsystems will be tested individually and in integrated environments to ensure that they meet all technical and functional requirements in these specifications.

- The Contractor shall provide all labor and materials required for system testing, including but not limited to fare media, payment (test cash and cards), and all support services required to stage, inspect, and test all hardware and software being supplied.
- All tests and inspections will be documented by the Contractor, and monitored and signed off by OCTA or their representatives, as well as by the Contractor or its representatives.
- The Contractor shall submit a Test Plan for OCTA review and approval at least thirty (30) days prior to each testing phase. The Test Plan will include a description of each test, along with detailed test scripts to be performed as part of the test. Test scripts will include test case setup instructions and preconditions, step-by-step instructions for performing the test, and expected results for each step.
- The Contractor shall submit a written report for each test that is performed, including copies of all data generated during the test, for OCTA review and approval. Reports will be submitted to OCTA for review and approval within ten (10) calendar days of the completion of any test.
- The Contractor may propose an accelerated test plan that combines or abbreviates phases, as long as the functional requirements are met.

Testing will be completed in three phases: Factory Testing, Integration Testing, and Acceptance Testing.

2.7.1 Factory Testing

The purpose of factory testing is to confirm that each manufactured piece of equipment meets the hardware configuration and quality requirements in this specification. Factory testing will include but is not limited to:

- First Article Configuration Inspection (FACI) test to confirm that the first unit being manufactured complies with these specifications, including design configuration and drawings as approved during final design review. FACI will occur on the first production units, and will be verified and approved by OCTA prior to volume manufacturing.
- Factory Acceptance Test (FAT) to demonstrate that the components meet the environmental and maintainability requirements contained in this specification. If the Contractor has already conducted similar environmental tests on identical or nearly identical equipment, OCTA may, but is not obligated to, accept the results of those tests.
- Production Acceptance Test (PAT) to demonstrate that each piece of equipment manufactured is operational and meets the quality requirements set by the Contractor. The Contractor shall perform PAT on each system component at the point of manufacture as an integral part of their QA program. OCTA reserves the right to review and/or witness the PAT procedure.

2.7.2 Integration Testing

The purpose of integration testing is to confirm that all of the TVM features and back office requirements in this specification are satisfied. Integration testing will include but is not limited to:

- Functional Unit Testing (FUT) to demonstrate in a laboratory environment that each of the system components and associated software furnished by the Contractor meet all functional requirements.
- The Contractor shall complete functional tests for all devices to verify the proper performance and operation of the devices and back office components. These tests will demonstrate all functions described in these specifications, including review of all user-accessible screens and commands.
- System Integration Test (SIT) to demonstrate the integration of the devices and back office. SIT will also test communications and data transmission over OCTA and third-party networks, as required to complete the tests. With successful completion of SIT, all software and configuration files will be “frozen,” and the Contractor shall make no changes without OCTA authorization.
- SIT will include a series of detailed transactions and other operations that will fully emulate a broad spectrum of usage and operating scenarios. The Contractor shall provide a list of operating scenarios as part of the SIT test procedure for OCTA review and approval.
- Upon completion of SIT and initial field installation activities, the Contractor shall conduct a Field Integration Test (FIT) wherein all devices, back office systems, and all other aspects of the system are exercised in the production environment. The FIT will demonstrate that the system is ready to enter the Acceptance testing phase.

2.7.3 Acceptance Testing

Acceptance testing will include a Pilot and a System Acceptance Test (SAT) which will verify final functionality prior to Final System Acceptance.

2.7.3.1 Pilot

Following successful integration testing and initial field installations, OCTA will conduct a Pilot using a limited and controlled user population to exercise all system functions, fare products, and policies.

- OCTA will determine how many devices and what users will participate in Pilot in coordination with the Contractor.
- All test data will be purged from the system prior to the start of the pilot.
- The Pilot will be designed to exercise all system functions, fare products, and policies that will be available in the final production system. The Contractor shall report on all system performance requirements defined in the Performance Measurement section throughout the Pilot. All critical issues will be recorded and corrective actions taken prior to completion of the pilot.
- The Pilot program will last at least thirty (30) days, unless a critical failure causes suspension of the pilot. When a critical failure has been resolved, the pilot will resume for a duration determined by OCTA.

2.7.3.2 System Acceptance Test

When the Pilot is complete, the Contractor shall commence the System Acceptance Test (SAT), which will verify that the system and all provided equipment meet the system performance requirements specified in the Performance Measurement section prior to Final Acceptance.

- SAT will be performed in the production environment with all components, subsystems, and networks completely operational, online, and in service.

- SAT will last at least 30 days in which all system components shall meet or exceed all performance requirements defined in the Performance Measurement section. The SAT test plan will describe how the Contractor will measure and report on each of the performance requirements throughout SAT.
- The successful completion of SAT will indicate Final Acceptance and designate the beginning of revenue service and the start of the warranty term. Achievement of Final Acceptance will be based upon the successful completion of SAT and delivery of all contract required work, equipment, and documentation, and is subject to written approval from OCTA.

2.8 Training

The Contractor shall provide comprehensive training to educate OCTA personnel on all details of the fare collection system, enabling them to properly operate, service, and maintain the system and each of its components throughout its useful life.

- The Contractor shall develop and submit a training plan that documents the training program and each course to be delivered.
- The training courses will include the following topics at minimum, and will accommodate at least fifteen (15) staff per course:
 - Field Maintenance and Servicing
 - Operation, Configuration, and Administration
 - Back Office Accounting
 - Back Office Administration
 - Report and Query Generation and Customization
 - Support Systems and Special Tools
 - Customer Service Training
- The Contractor shall develop and deliver training courses that provide OCTA training instructors with the necessary instruction to deliver system training in the future without additional Contractor support.
- In addition to training materials and instruction, the Contractor shall provide instruction manuals on how to manage, operate, and maintain the entire fare collection system on an ongoing basis. The manuals will include detailed documentation for all equipment, systems and software.

2.9 Installation

The Contractor shall supply all labor, supervision, and materials required for installation of all new equipment and systems delivered.

- Proposers shall describe expectations for facilities, personnel, access, and assistance to be provided by OCTA.
- The Contractor shall arrange for access and approval to complete all installations, from the OCTA Project Manager.

- For installation planning purposes, proposals shall be submitted with the assumption that installation activities will be required outside of normal business hours.
- The Contractor shall provide a complete installation solution and all required installation services including all labor, materials, parts, interconnect cables and connectors in order to deliver a fully operational system.
- The Contractor shall be responsible for all work and expenses relating to the design, manufacture, storage, staging, and delivery of the equipment at each location specified by OCTA.
- The Contractor shall provide suitable, off site secure storage facilities for all equipment prior to installation in OCTA facilities.
- Installation sites shall be left clean and free from rubbish and debris. All material associated with site preparation, unpacking of shipping materials, and/or installation of new equipment related to this project shall be removed from the premises by the Contractor and properly disposed.
- Any damage to OCTA property or equipment due to acts of the Contractor during installation shall be corrected at the Contractor's expense.
- The Contractor shall include in its proposal any assumptions regarding the expected Contractor person hours to prepare and install equipment.
- Installation of the TVM equipment will be subject to California State Prevailing Wage and Davis Bacon wage rates. The Contractor is responsible for ensuring compliance with the Prevailing Wage and Davis Bacon Requirements per the RFP Document.

2.9.1 Platform Installation

- The Contractor shall be responsible for supplying and installing any required cables (power and network) into existing conduits, and for supplying anchoring bolts and installing them into the concrete platform. As part of the design process, the Contractor shall submit plans for such work in accordance with applicable building codes and other regulations.
- Before the contractor starts installing the machines on platforms a test machine will be verified at the location using temporary power and network connectivity to ensure correct functionality at each station.
- The Contractor will coordinate the final installation of the machines at the platforms based on the opening date of the system. It is anticipated that the machines will be installed between five (5) and ten (10) weeks ahead of the system opening with the final date coordinated with OCTA.
- An OCTA representative may be present during the onsite installation to monitor quality control of the installation process. The OCTA representative shall have full authority to halt or suspend installation work in the event that, in the sole opinion of the OCTA representative, work is being unsatisfactorily or unsafely conducted.
- Regular, clear, and consistent communication with OCTA personnel during the installation process is of utmost importance. Installers shall check in with designated OCTA supervisors at the start of the work day and check out to report the work progress at the end of the work day.
- All Contractor, sub-contractor, and/or supplier employees shall comply with OCTA policies, procedures, and safety regulations while on OCTA property, and shall complete any OCTA-required safety training as determined applicable by the OCTA.

- A commissioning test will be performed for each installation. The test requirements will be provided to OCTA for review, and detailed test results will be recorded and submitted to OCTA for approval. These tests may be witnessed by OCTA or its representatives. OCTA reserves the right to suspend installation upon significant failures during testing.
- In the event that component failures occur during the installation period to an extent of three (3) or more of the same components, the Contractor shall commence a modification program to repair or replace all such components to correct the cause(s) of such failures at no additional cost to OCTA. In addition, OCTA may prohibit continued installation of such components until the issue is corrected.
- The Contractor shall provide detailed installation procedures and documentation that allows for independent quality installation by OCTA, a subcontractor, or third-party technician.
- Installation procedures shall be submitted to OCTA for approval at least two (2) weeks prior to installation.
- No adjustments, modifications, or substitutions to the installation plan or procedures shall be made by the Contractor during installation, except with written approval by OCTA.

2.10 Operations and Maintenance

2.10.1 Warranty

- The Contractor shall provide a two (2) year warranty that begins upon the granting of Final Acceptance by OCTA.
- The Contractor shall warrant that all equipment, components, computer systems and software provided for the system, including those components warranted by third-party suppliers, will be free from defects in operation, material, and workmanship under normal operating use. Remedial work to correct deficiencies will include the repair or replacement of equipment, components, devices, and/or materials.
- The warranty will cover the following at a minimum:
 - Repair or replacement of all equipment or systems required as a result of an identified hardware defect.
 - Software updates or re-writes required to repair all identified software defects or bugs, and apply all necessary patches or security updates released by the Contractor or third-party software providers.
 - All labor associated with hardware and software testing and deployment, both in the lab and field environments, needed to support warranty activities.
 - All updates, fixes, and labor associated with latent defects. That is, defects that occur during the warranty period but may not exhibit symptoms until after the warranty period expires.
- The Contractor shall be responsible for all personnel, labor, tools, materials, replacement parts, shipping charges, and other costs associated with the activities throughout the warranty term.
- Any equipment component repaired or replaced under terms of warranty will be warranted for at least twelve (12) months, or the remaining duration of the original warranty, whichever is longer.
- All costs for warranty will be included as part of capital costs in the pricing sheets.

2.10.2 Hosting

- The back office will be hosted by a third party or “cloud” hosting provider such as Amazon Web Services (AWS), Microsoft Azure, Google Cloud Platform, or equivalent provider. The hosting provider will provide the performance, security, and redundancy to support the requirements of this specification. The Contractor will provide as many hosting environments as needed for testing and operation.
- The cloud hosting provider will adhere to applicable OCTA IT/hosting standards.
- The Contractor shall be responsible for installation, configuration, and testing of the hosted solution. The hosting solution capacity and bandwidth will be commensurate with an estimated transaction volume of 1 million sales/year, and may be adjusted upon actual usage levels. OCTA will not be responsible for excessive hosting costs that are not required to operate the system at the performance level defined in this specification.
- All cloud hosting operations will be transparent to OCTA. The capacity and bandwidth chosen will be commensurate with the 1 million transactions/year estimated transaction volume, and may be adjusted upon increased usage. OCTA will not be responsible for excessive cloud hosting costs that are not required to operate the system at the performance level specified in this specification.
- All hosted data will be protected against loss or failure at a given hosting site. The hosted solution will be equipped with the appropriate hardware, software, and procedures to provide redundancy and meet all performance requirements. Load balancing, automated failover, and data mirroring between multiple sites will be provided as necessary.
- The Contractor will notify the OCTA Project Manager and/or designated Security Manager immediately following discovery of system downtime, regardless of whether or not a cause has been identified. Within five (5) days of the incident, the Contractor shall submit a detailed report to OCTA that contains the scope of the problem, cause, and actions taken to prevent it from occurring again.
- The Contractor shall develop and submit for approval by OCTA a disaster recovery plan that describes data backup and recovery, and ensures minimal data loss in the event of a catastrophic event or system failure.

2.10.3 Software Maintenance

- The Contractor shall provide a five (5) year software maintenance term that begins upon the granting of Final Acceptance by OCTA. The Contractor shall also provide pricing for a five (5) year option term, for a total of ten (10) possible years.
- During the software maintenance term, the Contractor shall be responsible for preventative and corrective software maintenance to support system operations while meeting the performance standards set forth in these specifications.
- Software maintenance will include at minimum:
 - Software updates
 - Device firmware updates
 - Third-party device firmware updates
 - Database software updates

- Operating system updates
- API maintenance and updates
- Antivirus updates
- Updates to remain PCI compliant
- License renewal
- All necessary patches or security updates
- All software testing and deployment, both in the lab and field environments.
- QA/QC for fixes and updates
- Software and firmware deployment will be scheduled and planned with OCTA. Advance notification will be provided, and approval granted by OCTA, for all software maintenance activities requiring interruption of service or system operations.
- The Contractor shall monitor the TVM system for software related issues during operating hours, seven (7) days a week.
- The Contractor shall provide phone number and e-mail account(s) for the reporting of software defects or malfunctions, and system outages, twenty-four (24) hours a day, seven (7) days a week.
- The Contractor will include pricing for on-call technical staff labor rates to be used by OCTA on an as-needed basis. Rates will be in effect for the entirety of the maintenance period. Tasks for which OCTA may require on-call assistance include, but are not limited to:
 - Troubleshooting system configuration, and making configuration changes
 - Testing and deployment of fare set or configuration changes, both in the lab and field environments
 - Application and configuration testing support
 - Supporting report updates and ad-hoc data requests in excess of the reports to be developed in coordination with OCTA during design review

2.10.4 Equipment Maintenance

- OCTA will be the primary performer of first level maintenance for all field equipment. However, the Contractor will support level 2 or “as needed” maintenance activities, and will design the equipment to minimize maintenance labor, material costs, and fare collection system downtime.
- All level 2 maintenance support after final acceptance will be provided through on-call technical staff labor rates to be submitted as part of the pricing proposal. Rates will be in effect for the entirety of the maintenance period and shall apply to any assistance requested by OCTA for equipment maintenance-related support after system acceptance. Tasks for which OCTA may require on-call assistance include, but are not limited to:
 - Extended hardware support
 - Troubleshooting system equipment
 - Testing and deployment of equipment enhancements
 - Equipment configuration testing support

- The Contractor will be responsible for all equipment maintenance and support prior to final system acceptance. This period may serve as field training for OCTA staff who will be responsible for first level equipment maintenance upon system acceptance.
- Equipment provided will be designed to require minimal scheduled and unscheduled maintenance.
- The interior of the system equipment will be designed to allow easy and safe access. Adequate space will be available to insert keys; grasp, lift, and turn internal components; and remove and replace components, connections, and consumables. Components requiring frequent adjustment or maintenance will be conveniently located and designed to facilitate access and adjustment utilizing tool-free techniques wherever possible. The replacement of field devices or components will be quick and secure.
- The Contractor shall develop a maintenance plan outlining the processes and preventative maintenance procedures necessary to meet performance requirements. A draft of the maintenance plan will be submitted during design review and a final version will be provided a minimum of thirty (30) days prior to the start of the maintenance term. The maintenance plan will include at minimum:
 - Preventative Maintenance frequency for all components based upon time and transactions
 - A list of all PM tasks to be performed, including a brief description of the work, and any parts, materials or other components required
 - Time required to complete each defined PM task
 - Which PM tasks require tools to complete, and which can be performed as “fingertip maintenance”
- The Contractor will provide detailed training courses (see Training section) for equipment maintenance and servicing that will provide hands-on training for all maintenance activities.
- The Contractor shall provide a detailed list of spare modules and parts to support the installed field equipment. This list will be provided in the price sheets, and will include the following:
 - Spare Part Type: Standard components are anticipated for regularly scheduled preventative maintenance under normal use. Revenue components are used as part of regularly scheduled revenue servicing (bill vaults, coin vaults, etc.) that require a larger reserve of parts.
 - Part Name/Description: Part name, description, serial number, revision version, and other relevant information.
 - Unit Price: the unit price to procure and ship a new part.
 - RMA Price: the unit price to repair and return a damaged part.
 - Note: any additional information for each part may be provided in Table 5 NOTES.

3 Ticket Vending Machine Requirements

3.1 Physical Requirements

- Equipment shall be of a design that has been previously utilized and successfully proven in at least one (1) public transportation application for off board fare collection in an outdoor environment.
- Equipment shall be intended for installation for the climate conditions expected in the Santa Ana, California area, including direct exposure to sun, wind and driving rains, and shall meet the following minimum environmental specifications:

Operating Temperature	-10 degrees Fahrenheit to +120 degrees Fahrenheit
Humidity	5-95 percent relative humidity
Dust and Liquid (precipitation and solvents)	Direct exposure to airborne particles, dust, and water encountered in the station operating environment and caused by general cleaning and sweeping
Sunlight	Direct sunlight, radiation loading of up to 3MJ/hr/m ²

- All components will be designed to withstand structure-borne stresses and vibrations caused by the motion of buses and trains, earthquakes, daily customer use, passing of trains or other vehicles, and emergency braking of fully-loaded trains.
- TVMs will be subject to incidental moisture from customers and cleaning through coin, bill, card, and ticket slots, and other openings and enclosure joints, and will be designed for proper operation under such conditions. All exposed surfaces, including push buttons, the display screen, and coin and bill components shall be unaffected by detergents and cleaning solvents. Means will be provided to expel moisture from the devices to ensure continued, reliable operation.
- Provisions shall be made to protect all equipment and components from theft, vandalism, unauthorized access, and physical abuse as may be expected in unattended environments.
- Equipment shall comply with all governmental regulations including applicable requirements of the Americans with Disabilities Act (ADA) that includes accessibility requirements for forward and side reach and provisions for the visually impaired.
- Exterior finishes shall be of a quality that is intended for outdoor use, vandal, graffiti, water, and flame resistant. TVM color shall be determined through discussions between the TVM contractor and OCTA as part of the design process.
- All equipment and non-consumable components shall be designed for a minimum ten (10) year service life in typical operations.
- Equipment furnished under these specifications shall be new, and shall be the latest model in current production, and shall conform to quality workmanship standards and use materials consistent with best commercial practices.

- All functionally identical modules, assemblies, and components shall be fully interchangeable between units of the same equipment, and shall be identified by part or serial number.
- All terminals and connections shall be properly terminated and protected against corrosion and potential intermittent connection.
- All parts and fasteners shall be made of corrosion resistant material(s), and protections shall be provided against rust, corrosion, or galvanic effects.
- Equipment shall be designed for field serviceability and shall support “plug and play” replacement of subassemblies with little to no tooling required.
- The TVM shall include noncorrosive, rust proof high security locks securing the TVM doors and closures
- The footprint of the installed TVM will not exceed twenty-five (25) inches wide by seventeen (17) inches deep. Details of the platform dimensions are included in the appendix.
- The TVM enclosure will accommodate signage, markings, and other instructional materials produced by OCTA.

3.2 Electrical Criteria

- The TVM shall operate on 120V AC (nominal), 60 Hz, unconditioned power.
- As part of the Streetcar platform construction, OCTA will stub up a conduit with cable for the first TVM, and pull rope for the second TVM to a breaker controlled, 15A single phase circuit to the communications cabinet for the station, directly adjacent to the TVM(s). The Contractor shall be responsible for final termination and power connection, coordinating with the platform construction Contractor and designers as required.
- The TVM shall comply with all applicable Federal, State, and Local regulatory requirements regarding Radio Frequency and Electromagnetic Interference and susceptibility.
- The TVM shall have sufficient battery back-up power as to allow the completion of the transaction taking place and orderly shutdown in the event of intermittent or loss of power.
- The TVM shall be capable of returning to full operational status after a power disruption or failure without manual intervention.
- Power at equipment installation locations and may not be clean (i.e., free from voltage spikes or drops) or isolated at the voltage levels required by the Contractor-supplied equipment. Any necessary conditioning of the primary power, or addition of line interface filters or power supplies, will be the responsibility of the Contractor, and to the greatest extent possible, will be performed within the equipment enclosures.

3.3 Customer Interface

The TVM is intended to be a simple, intuitive machine that allows customers to purchase fare media with multiple payment types. The TVM shall be configurable such that OCTA will have the ability to enable/disable features or components as necessary.

- The customer interface shall be a color LCD display and robust keypad designed for use in outdoor transit environmental conditions. A touchscreen is preferred if it meets all of the physical and operational requirements in this document.
- The customer display shall be legible in conditions ranging from direct sunlight to dark night.
- The display screen will be installed close enough to the TVM surface to avoid any parallax effect, or the apparent shift of screen objects relative to customer touches or button placement.
- The customer display shall have a hierarchical menu system. The default top level screen shall include “Express” buttons to purchase the most commonly purchased tickets (e.g. Adult and Discount tickets for the required Streetcar fare). Less frequently used or subsidiary functions may reside on lower level screens.
- The product selection and payment process shall be intuitive and consistent with typical unattended kiosk purchase applications. As part of the design review process, the Contractor shall review and confirm with OCTA all menu structures and screen flows, including preferences for a purchase process that is based on select ticket/insert payment or insert payment/select ticket model.
- As part of the design review process, the Contractor shall work with OCTA staff to develop and finalize menus, text, fonts, colors, message and selection hierarchy, and other attributes of the customer display.
- The customer interface shall support a minimum of four (4) languages including English and Spanish. Clear instructions shall be provided for a customer to be able to select an alternative language.
- US English shall be the default language for the customer display, and OCTA will supply any translations as may be needed to support other languages.
- All keys or touchscreen “buttons” shall be suitably sized and spaced such that they can be used by customers wearing gloves.
- Customer use of the TVM shall not require grasping, pinching, or twisting of the wrist.
- All buttons, bezels and components requiring customer interaction shall be labeled with raised Braille lettering (US English) that conform to applicable ADA requirements.
- To facilitate purchases by visually impaired persons, audio instructions shall be provided through a standard 3.5 mm earphone audio jack suitable capable of connecting to both three and four conductor audio earphones such as those commonly used for cellular telephones. All audio instructions shall conform to applicable ADA requirements.
- The TVM will include a media dispense tray or bin that will safely hold dispensed media and receipts and designed to drain any liquids that enter.

3.4 TVM Software

- TVMs will employ a current or recent version of a commercial-off-the-shelf operating system. The operating system will be capable of performing all tasks necessary to support the equipment and its applications, including the ability to multitask, manage memory, maintain performance without degradation, and communicate with the back office in real-time.
- TVMs will incorporate a test mode. In this mode, the equipment will have full functionality and process only test media. Test transactions shall be segregated in reporting from revenue transactions.

3.4.1 Transaction Records

- TVMs will generate, store, and transmit a discrete data record for each transaction performed. Each transaction will be unique and will include the following information, at a minimum:
 - Date and time
 - Device ID
 - Station/Location ID
 - Card/ticket/account number
 - Transaction type (e.g., ticket sale)
 - Stored value or fare products loaded (where applicable)
 - Tickets sold
 - Fare category (e.g., full fare, reduced fare)
 - Transaction value
 - Payment type and amount

Transaction records details will be finalized during design review.

- TVMs will maintain local data records in non-volatile memory in the event that communications to the back office are unavailable. The local records will only be removed when verification of database storage of each record is received from the back office.

3.4.2 Events and Alarms

- TVMs will provide real-time status of device events and alarms through the monitoring tool (see Back Office section). The TVM will also maintain local event and alarm logs if communications to the back office is unavailable.
- In addition to transmitting real-time events and alarms, the TVM will transmit periodic “heartbeat” messages that confirm communication with the back office and basic status. The “heartbeat” frequency will be adjustable by TVM.
- The TVM will generate, store, and transmit alert information for relevant events, including but not limited to:
 - Power on
 - Power off
 - Reboot
 - Back office communications failed/restored
 - Maintenance parameter changed
 - New configuration data received/activated
 - Internal clock reset
 - TVM clock error
 - Data memory near-full/full

- Low battery
- Maintenance parameter changed
- Revenue service technician login and logout
- Bill vault removed/installed
- Coin vault removed/installed

3.5 Fares

3.5.1 Fare Media

- At a minimum, the TVM will dispense tickets with text and an encrypted 2D barcode that can be optically validated (on platform validators) prior to each boarding.
- The tickets will be printed on roll stock thermal paper that has been preprinted with front side and back side artwork/text, and a metal foil strip (or equivalent security feature) to prevent fraudulent duplication.
- The paper ticket media 2D barcode will be encrypted or cryptographically signed with strong cryptography to protect access to and modification of all data encoded to the barcode. All encryption may be implemented using a digital signature, or functional equivalent, that minimizes overhead and maximizes validation performance.
- Paper ticket media will be constructed of transit-proven durable materials for a storage life of at least five (5) years. The paper media will comply with recent industry standards for durability, usability, readability, and security. All common environmental requirements including temperature, humidity, and ticket issuance will be met.
- The ticket dimensions will be approximately two (2) inches by three-and-a-half (3.5) inches. Alternative dimensions may be considered, the final design will be determined during design review.
- The TVM shall be capable of issuing a minimum of two thousand, five hundred (2,500) total tickets and receipts before requiring paper stock replacement, assuming a ticket length of three-and-a-half (3.5) inches.
- Ticket stock shall be easily replaceable in the field by revenue servicing personnel without the need for special tools.
- Tickets will contain the following information at a minimum:
 - OCTA logo or text branding
 - Fare product type
 - "TRANSFER," "TICKET," "FARE," or "PROOF OF PAYMENT" (text to be finalized by OCTA as part of the design process)
 - Rider class (ADULT, YOUTH, SENIOR, etc.)
 - Ticket expiration service date and time (based on issuance time plus a configurable transfer window OR predetermined date and time)
 - Two character alphanumeric code that changes on a daily basis for fraud prevention
 - Time, Date, station, and TVM # where issued

- Encrypted 2D Barcode consistent with other OC Bus media
- The TVM will include an adjustable sensor to detect when ticket stock is at an adjustable percentage of capacity (i.e. 10%, 25%). When this sensor is activated, the back office will record it as a “low ticket stock” event and transmit an alert to the back office. Software based detection of capacity levels is acceptable as well.
- The TVM shall include the ability to issue a receipt after payment as requested by the customer. As part of the design process, the Contractor shall work with OCTA to confirm a strategy for issuing receipts that meets customer needs, but does not result in creation of excessive litter as many customers will not take automatically issued receipts.
- If selected by the customer, receipts shall be issued within three (3) seconds of payment completion.
- Receipts shall be visually and clearly different from tickets, shall include all information as required by the credit card payment gateway and, to avoid customer confusion, and shall clearly be marked with “NOT VALID FOR TRAVEL” or similar message to be determined by OCTA.
- The TVM shall store a minimum of the next thirty (30) days of alphanumeric code codes to support offline operation. All codes will be provided by OCTA in a Microsoft Excel file for import into the Central Management System. The Central Management System will be responsible for downloading date code information to the TVMs on a regular basis.
- Pricing for various fare media types will be provided as part of the Contractor’s proposal. Fare media pricing will be updated prior to purchase of the initial supply to account for market adjustments.

3.5.2 Fare Products

- The TVM shall be capable of vending multiple rider classes and fare products. These include, but are not limited to:
 - Rider class: Regular, Senior, Disabled, Youth, College, Military, Promotional
 - Fare products: Single Ride, Round Trip, Day Pass, Weekly Pass, Weekend Pass, Monthly Pass, Stored Value (for future fare media reloads)
 - Special Fare Products that are available for specific events (e.g., OC Fair)
 - Other rider classes and fare products will be finalized during design review
- The TVM must have the ability to add, delete, or configure ticket types and fare products by OCTA without change orders.
- The TVM shall include functionality to purchase multiple tickets in a single payment transaction. i.e. parent(s) and multiple children in 1 transaction.

3.5.3 Smartcard Reader

For future capabilities, the TVM will include a customer-facing contactless smartcard reader that may be used to reload smartcards purchased from other sales channels. The smartcard reader will support the following requirements at a minimum:

- The smartcard reader will be able to read/write contactless fare media based on ISO 14443 and ISO 18092 (NFC) compliant formats.
- The customer-facing contactless smartcard reader will be capable of performing the following functions at minimum:
 - Read and/or validate contactless smartcard media

- Read mobile wallets or other NFC applications
- Read third party smartcards
- Read contactless media to bring TVM out of idle state
- Load fare products or value
- Check account balance and history
- The smartcard reader will support common ISO 14443 (Type A and B), ISO 18092 (NFC), and closed-loop (e.g., the entire MIFARE product line) media formats, in addition to all open payment contactless standards.
- If there is space, the contactless reader will be separate from the contactless bank card reader that is part of the bank card payment terminal. Both readers will be clearly identified to avoid confusion.
- The associated smartcard software functionality is not part of this solicitation, but the hardware will be certified and ready for future software updates without any hardware changes.

3.6 Payment

The TVM shall accept cash (coin or bills), and credit/debit cards compliant with EMV and PCI standards, but will not be required to dispense change.

3.6.1 Cash Payments

- Accepted bills will include all variations of \$1, \$2, \$5, \$10, and \$20 bills in circulation at the time of Final Acceptance. OCTA shall be able to set limits on what banknotes are accepted, the final list of acceptable bills will be determined during design review.
- The bill validator will be able to accept bills inserted in any of the four (4) possible length-wise orientations.
- The bill validator will be able to detect counterfeit bills, including copies made in either single or double-sided printing on an electronic copier and those made with color printers.
- The bill validator may reject bills with excessive physical defects. The sensitivity of the bill acceptor may be adjusted by OCTA staff if necessary.
- If the bill validator deems the inserted item to be invalid, the item will be returned to the customer. While being returned, the item will be partially gripped by the TVM such that the item does not fall to the ground.
- When a transaction is completed, all bills will be transported to a bill vault for retention. The bill vault will have a capacity of no less than 500 stacked bills in street condition.
- A coin acceptor will accept all variations of nickels, dimes, quarters, 50 cent, and dollar coins in circulation at the time of Final Acceptance. The final list of acceptable coins will be determined during design review.
- The coin acceptor will contain a coin insertion slot that will be sized to limit the dimensions of inserted material to the largest coin accepted. To minimize jams, the coin slot will also be sized to prevent the simultaneous insertion of two (2) coins.
- TVMs will include a removable coin vault that has a capacity of at least twenty (20) cubic inches.

- The coin and bill vaults will be self locking and self-closing, so that when removed from the machine, it cannot be opened other than through an authorized process. Any coin or bill vault will remain secure when removed from the TVM.
- As the U.S. Treasury releases new bills or coins, the TVM will be capable of being updated to accept the new designs without hardware upgrades.
- If the customer cancels the transaction or the TVM aborts the transaction, the TVM will return the amount inserted for the transaction.
- Removal and replacement of the cash vaults shall be possible without powering down the TVM.
- When the coin or bill vaults are full, the TVM will cease accepting coin and/or cash and display an appropriate message to customers.
- Two (2) cashboxes and two (2) coin vaults shall be supplied with each TVM to support remove and replace revenue servicing operations.
- The issuance of change will not be offered, and a corresponding “No Change Given” message will be clearly visible on the TVM. However, the TVM may dispense a printed “change voucher” or “refund receipt” if overpayment with cash occurs. This feature will be confirmed during design review.

3.6.2 Card Payments

- The TVM shall include a EMV and PCI compliant credit and debit card reader capable of reading both magnetic stripe, contactless payment, contact EMV chip cards, and mobile wallets including Google Pay/Apple Pay/Samsung Pay.
- The TVM shall accept and process major VISA, MasterCard, Discover, and Amex branded credit cards and debit cards with zip code verification. Debit cards shall be processed as nonPIN transactions.
- All credit and debit transactions shall be processed through OCTA’s current payment gateway provided by Elavon. If an alternative payment processor and/or gateway is preferred by the Contractor that has performance/cost/security advantages, that may be proposed as an option.
- The TVM will include a secure bank card PIN keypad. The PIN pad will be vandal resistant, weather resistant, and not be removable from the outside and be easily replaceable. The PIN keypad will employ encryption as required in accordance with banking requirements. The Contractor shall supply all PIN keypads with production encryption keys injected in a secure, PCI-compliant manner.
- The TVM shall allow customer to confirm or a cancel transaction prior to transaction completion.
- All TVM components, software, networks, and other elements considered to be within the cardholder data environment as defined by PCI shall be compliant with the latest version of the PCI Data Security Standard (DSS) in effect at the time of Contract award for a Level 1 provider. Components used shall remain PCI complaint during the life of the TVMs.
- All data shall be encrypted for transmission over untrusted networks, and all credit and debit card authentication and encryption shall be processed and managed by the credit and debit card reader, not by the other TVM components.
- The TVM shall validate and authorize credit and debit transactions within five (5) seconds after the authorization request has been initiated.

- The TVM shall include offline capabilities and a local hotlist to process credit and debit card transactions in the event of communications failure, delays or interruption. As part of the design process, the Contractor shall verify with OCTA as to whether or not to enable this feature.

3.7 Operations

The TVM will be modular and have the ability to replace, activate, or de-activate the hardware components individually. The modules and components will be easily serviced in the field, and support a variety of self-checking and online monitoring and configuration capabilities.

3.7.1 Daily Operation

- The Contractor shall provide a configurable TVM that will allow the Bill Handling Units and Coin Handling Units to be easily removed or installed without special tools. OCTA will be able to switch from a cash TVM to cashless TVM and vice versa without special tools in the field. The hardware configuration will automatically configure the customer screens and status appropriately.
- Upon startup or nightly reboot, the TVM shall:
 - Perform complete communications, diagnostics and health checks of all subcomponents
 - Upload and apply software patches, configuration data changes, and other software or files as needed for operation
 - Check the status of consumables (paper stock/roll, coin and bill vault levels)
 - Report status and operational modes to the back office
- Operational status shall include at a minimum:
 - Off –TVM power is fully powered down
 - In Service – All TVM functionality and communications are available
 - Out of Service – TVM functionality is materially not available and the machine is unavailable for customer use
 - Offline – TVM communications is unavailable, but tickets can still be purchased with cash and transaction data uploaded when communications is re-established. This mode could also include off-line processing of credit and debit (non PIN) transactions, subject to OCTA policy
 - Degraded Operation – The TVM is capable of issuing tickets, but one (1) or more payment options are not available. As part of the design process, the Contractor shall work with OCTA to define degraded modes of operation and determine the conditions under which the TVM should be put into various modes
 - Maintenance and Revenue Servicing – As required to conduct routine service or revenue collection functions.
- The TVM customer display shall display an appropriate notice to customers of Degraded Mode or Out of Service status.
- Upon loss of communications, the TVM shall retain stored data or memory until communications is fully restored; the TVM shall not lose or fail to record any transaction information.

3.7.2 Maintenance and Revenue Servicing

- The TVM shall provide secure access for designated OCTA and/or contracted staff for the purpose of replacing ticket stock and consumables, conducting revenue servicing operations, and conducting routine maintenance and troubleshooting.
- A failure to login using the keypad or touchscreen after opening the TVM door will generate an intrusion alarm. The login time allowed before the generation of an intrusion alarm shall be configurable.
- Secondary locks or access controls shall be provided so that maintenance personnel do not have access to coin and bill vaults.
- The TVM shall log and record all accesses and transmit records of all accesses to the back office.
- The TVM shall enter Maintenance or Out of Service mode when maintenance or revenue servicing is being conducted.
- Upon completion of maintenance or revenue servicing, the TVM shall conduct self- diagnostics as required and return to In Service mode.
- Using the ticket/receipt printer, the TVM shall include functionality for maintenance and revenue servicing personnel to print local reports including:
 - Machine status
 - Fare table and software versions
 - Status of consumables (ticket stock, receipt paper, etc.)
 - Cash/coin counts and other information for revenue servicing and accounting purposes

3.8 Communications

- Power and Ethernet local area communications are available at each installation site. Ethernet connections at each platform are connected to the OCTA owned and maintained fiber optic ring network homerun to the Streetcar Maintenance and Storage Facility (MSF) with a firewall to the internet. It is desired to utilize the fiber optic network for connectivity.

3.9 Back Office

- The Contractor will be required to supply a back office that utilizes a web-based interface to allow OCTA staff to monitor TVM system status, configure fare and parameter changes, generate reports, and respond to alarms and events.
- User access to the back office will be centrally-managed through a user authentication and access control platform provided by the Contractor. Individual users or user groups will have access to specific systems where appropriate for standard business operations.
- Remote notification capabilities are also required to alert via SMS or other means maintenance staff events such as device or subsystem failures, low ticket stock, etc.

3.9.1 Configuration Management

- The back office will include a configuration tool to support configuration of fare sets, business rules, product availability, and other parameters necessary to support the system.
- Publication and activation of fare sets shall minimize negative impact to operations. Users of the configuration tool shall be notified/warned of any action, prior to taking that action, that may negatively impact system operations.
- All configuration parameters distributed to the devices, including updates, will be distributed using the Contractor-provided APIs.
- Device configuration functions and commands shall include, but are not limited to:
 - Enable/disable modules (cash, debit, change, etc.)
 - Audio
 - Device screen brightness/contrast
 - Screen text and layout
 - Paper ticket text and layout
 - Receipt text and layout
 - Software updates
 - Reboot
 - Shut down

3.9.2 Monitoring

- The Contractor shall deploy a monitoring tool that provides real-time monitoring of all devices and back office systems.
- The monitoring tool shall provide all information in a clear, organized dashboard using color graphics and text. Generally, green/yellow/red colors may be used for optimal/attention/error conditions. Colors and corresponding conditions will be finalized during design review.
- The monitoring dashboard shall include a graphical system map and/or list that can be drilled-down into by location to view the status of components. The system map/list will be dynamically updated when devices or systems are added and removed, and configurable to allow editing of device groups, locations, and location names as the system expands.
- Devices or systems that are not reporting status for any reason will be easily identifiable, and the last known status and history will be available. A “heartbeat” or equivalent method to determine device status may be employed and will be configurable.
- Status notifications such as device or subsystem failures, low ticket stock, etc. can be sent to users via SMS, email, or other means. The configuration of these notifications will be editable and different alerts and alert levels should be configurable to be sent to different individuals.

3.9.3 Reporting

- The Contractor shall deploy a reporting system that provides an interface to run pre-defined (canned) and custom reports. Canned or predefined reports will include, but are not limited to:
 - Sales and usage reports
 - Maintenance reports
 - Device and system performance (KPI) reports
 - Exception reports
 - A final list of reports and report details will be determined during design review.
- The Contractor shall provide up to fifty (50) canned reports, or what is achievable with two hundred (200) design hours, to be defined and developed with the Agency during design review and throughout the first year of operations and maintenance.
- The reporting system will allow OCTA users to design and run custom reports. Reports will be able to be run and viewed through a web interface, as well as exported in several formats, including but not limited to Adobe Acrobat PDF, MS Excel, MS Word, CSV, and plain ASCII text.
- Custom queries will be accessible using standard SQL query tools. All data will be retrievable as standard ASCII or binary data.
- The reporting system will allow all reports to be configured to run on a scheduled basis through the web interface, and automatically delivered to one (1) or multiple email addresses. Email deliveries may be scheduled on a daily, weekly, or monthly basis and in any of the available file formats.

3.10 Integration

3.10.1 Barcode Validation and Inspection

- Contractor provided APIs will support the validation of fares (i.e. confirm that TVM tickets are valid) by third party optical validation devices. The optical validation devices will need to reliably validate tickets right after they are dispensed from the TVM.
- Contractor provided APIs will support the inspection of fares (i.e. confirm that TVM tickets are valid) by fare inspectors using a third party mobile fare inspection/validation devices.
- A fare inspection/validation API will include calls for passing data between the validator/fare inspection application and TVM back office to initiate an inspection/validation transaction, which will result in confirmation or denial result.
- If required, the Contractor will manage the 2D barcode key infrastructure, and generate the public key to share with other contractors. The Contractor will work with such contractors to securely manage and share any public encryption keys, and ensure that the media is compatible with all validation/inspection devices.
- The inspection/validation API and integration process will be updated to accommodate any changes to the 2D barcode format.

3.10.2 Account-Based Fare System

- The Contractor shall provide all of the APIs necessary to support interfacing with other account-based fare systems. Those APIs may include, but are not limited to:
 - Fare Distribution API
 - Fare Payment API
 - Fare Reload API
 - Fare Inspection/Validation API
 - Transit Account Management API
 - Customer Account Management API
 - Device Management API
 - Mobile Ticketing Integration API
 - Alternative categorization of APIs may be permitted as long as the functions are met
- The Contractor shall work collaboratively with third-parties to use and adapt the APIs to integrate systems as necessary. The Contractor shall provide Interface Control Documents (ICDs) for each system interface that describes the interface and APIs used to support it.
- The APIs and ICDs will be fully owned by or licensed to OCTA with the right to use and distribute the specifications without further approval, license, or payment.
- Potential third party integrations may include, but are not limited to:
 - Account-based smartcard back office
 - Regional agency fare media
 - Mobile ticketing solution
 - Retail Network Vendor
 - Fare media validator

3.11 Performance Measurement

The performance requirements described in this section are Key Performance Indicators (KPIs), all of which will be measured and reported by the Contractor starting at acceptance testing and used as the primary criteria for the passing of SAT and granting of Final System Acceptance. Additionally, KPIs will be measured and reported by the Contractor throughout the operations and maintenance agreement. Failure to meet these requirements will result in an assessment, which will have a minimum and maximum value depending on the KPI.

3.11.1 Key Performance Indicators

- Bills and coins shall be accepted at a minimum 98 percent acceptance rate on first insertion with four (4)-way acceptance for bills.
- Cash collected from an individual TVM cashbox shall reconcile to the cash values reported, both at the TVM and at the central management system, within +/- 2 percent.

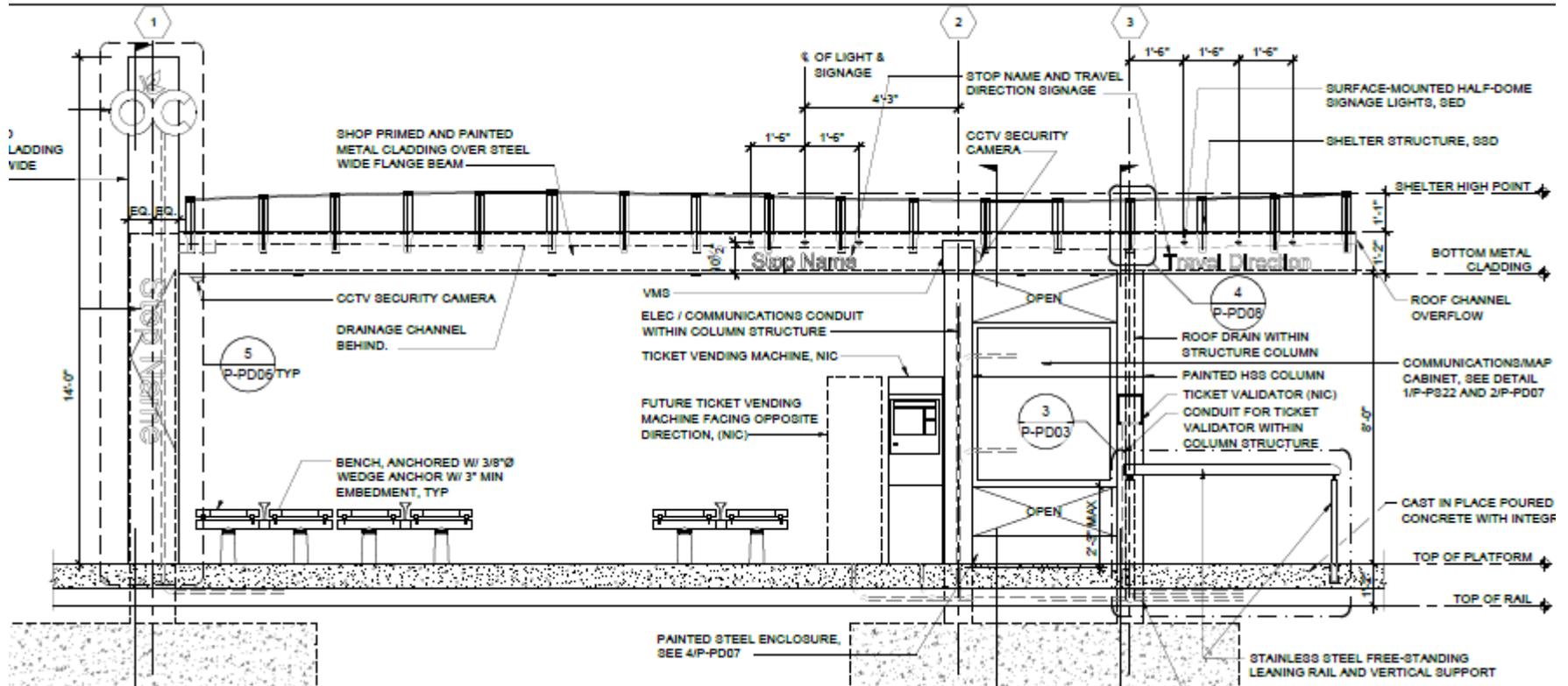
- Online credit and debit transaction approvals shall be processed and completed within five (5) seconds.
- Alerts and alarms shall be transmitted to the central management system within ten (10) seconds of occurrence.
- Tickets shall be issued within three (3) seconds of transaction completion.
- Receipts shall be issued within five (5) seconds if selected by the customer.
- Established API, ICDs, and SDKs must be available to meet the integrations specified in the integration section.
- The assessment will have a minimum dollar amount, and maximum percentage which will be assessed against the monthly O&M payment.

Type	Key Performance Indicator	Assessment (Min/Max)
Bill Acceptance	> 98%	\$1000 to 5%
Coin Acceptance	> 98%	\$1000 to 5%
Cash Variance	< 2%	\$5000 to 5%
Credit/debit Approvals	< 5 seconds	If more than 10 instances, \$5000 to 5%
Alerts/Alarm Response	< 10 seconds	If more than 10 instances, \$5000 to 5%
Ticket Issuance	< 3 seconds	If more than 10 instances, \$5000 to 5%
Receipt Issuance	< 5 seconds	If more than 10 instances, \$5000 to 5%

3.11.2 Assessments

- The Contractor will be responsible for reporting on all Key Performance Indicators, and provide transparency to OCTA in how KPIs are calculated.
- Assessment may range from minimum amounts up through the maximum amounts at the sole discretion of OCTA. They may also be assessed based upon lost revenue due to the failure to reach the KPI plus twenty-five percent (25%). Any assessment is at the sole discretion of OCTA.
- KPI penalties are additive. i.e. each separate KPI that is not met will result in combine penalties, up to 50% of the total O&M monthly payment.
- The application of penalties is upon OCTA’s discretion. There will not be any forfeiture of the right to assess penalties if not enforced for a period of time. The Contractor may present extenuating circumstances that impact performance on a case-by-case basis.

Appendix B – Draft Platform Drawings



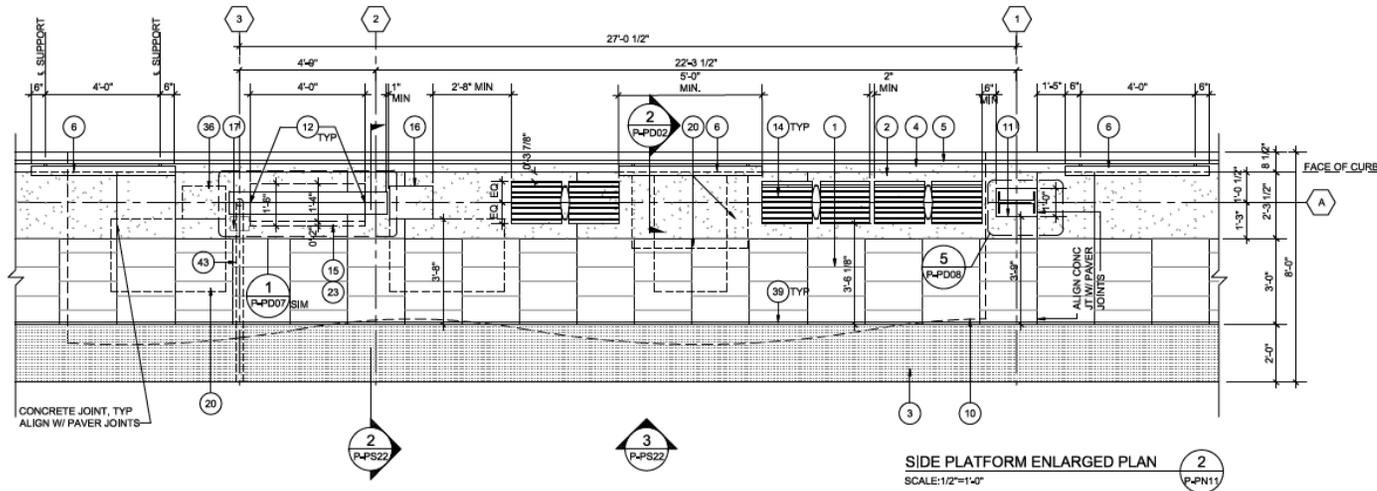
RFP 1-3279 EXHIBIT A

SHEET NOTES:

- SEE CIVIL DRAWINGS FOR STATION LOCATION AND SITE SPECIFIC INFORMATION.
- SEE STRUCTURAL DRAWINGS FOR PLATFORM SHELTER STRUCTURAL INFORMATION.
- SEE ELECTRICAL AND COMMUNICATION DRAWINGS FOR POWER, LIGHTING AND COMM DESIGN.
- SEE P-PN21 AND P-PN22 FOR ROOF AND REFLECTED CEILING PLANS.
- PROVIDE SINGLE MAP/SIGNAGE DISPLAY CASE AT SIDE PLATFORM.

KEY NOTES:

- 12x24" PRECAST CONCRETE PAVERS
- CAST IN PLACE CONCRETE SLAB WITH INTEGRAL COLOR
- TACTILE WARNING SURFACE
- 4 1/2" HIGH CONCRETE CURB
- ST STL GUARDRAIL
- ST STL LEANING RAIL, SEE 2/P-PD02
- OUTLINE OF SIDE PLATFORM SHELTER ABOVE
- VERTICAL SHELTER PYLON WITH INTEGRATED SIGNAGE
- SHELTER COLUMN
- FREE-STANDING ST STL LEANING RAIL, SEE 2/P-PD03
- BENCH ANCHORED WITH 3/8" Ø WEDGE ANCHOR WITH 3" MIN EMBEDMENT
- COMMUNICATIONS CABINET
- TICKET VENDING MACHINE (NIC)
- TICKET VALIDATOR (NIC)
- WHEELCHAIR CLEAR FLOOR SPACE - 30" X 48"
- MAP/SIGNAGE DISPLAY CASE
- OUTLINE OF CENTER PLATFORM SHELTER ABOVE
- FUTURE TICKET VENDING MACHINE (NIC)
- 1" WIDE BLACK COATED URETHANE CEMENT STRIP
- DRAINAGE OUTLET BELOW



SIDE PLATFORM ENLARGED PLAN
SCALE: 1/2"=1'-0"

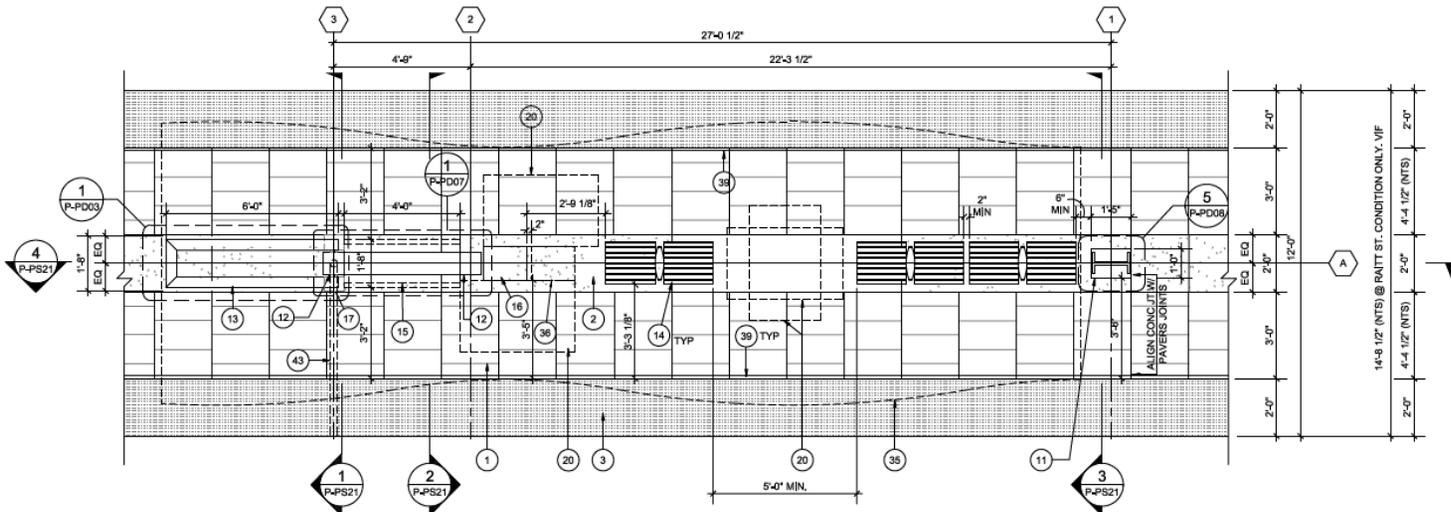


EXHIBIT B: COST AND PRICE FORMS

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 1-3279

Offerors shall complete the Excel File entitled **OCTA_TVM_PriceSheets.xlsm**. Offerors shall only enter pricing as directed by the Price Summary Sheet instructions below; Offerors shall make no other changes to the Price Summary Sheet form.

Offerors must submit Price Proposals for both the Capital and Operations & Maintenance (O&M) portions described in the Scope of Work (Exhibit A). The sum of Capital and O&M costs will be scored.

Offerors shall only edit shaded cells. "LS" means lump sum and "EA" means each.

For any line item requiring explanation or additional information, enter a number into the "Table 5 Note Number" column for the line item corresponding to the Note Number on the Table 5 – Notes tab where the explanation/information shall be provided.

The Price Summary Sheet file is comprised of the following tabs:

SUMMARY

Provides a summary of all proposed costs. All cost figures are auto-calculated based on entries in the remaining tabs. Offerors shall not edit this form.

TABLE 1 - CAPITAL

Include all costs from issues of Notice to Proceed (NTP) through Final Acceptance plus the warranty term.

The TVM and media quantities are for scoring purposes only. Final quantities may be adjusted prior to final award, and will follow the As Needed Equipment and Media unit pricing in Table 4.

The unit and installation prices for TVM and media quantities on this form will auto-populate based on the unit prices in the As Needed Equipment and Media pricing in Table 4.

TABLE 1B - SPARE PARTS

The spare parts list should include all parts necessary to support revenue operations for all installed field equipment following System Acceptance. Each column should be filled as follows:

- Spare Part Type (select from the dropdown list) – spare parts ratios are set to ten percent (10%) for standard components and forty percent (40%) for revenue components. Revenue components are those that are required for regular revenue servicing, such as bill and coin vaults. Those components will require a larger reserve of spare units as they are removed/replaced.
- Installed Device Quantity – total quantity of installed TVMs from the Capital table.
- Part Name/Description – provide the part name and/or general description.

- Quantity – auto-populated based on ten percent (10%) or forty percent (40%) spare ratio determined by spare part type. This number will round to the nearest whole number.
- Unit price – provide the unit purchase price per part in dollars and cents. Unit pricing is subject to the escalation listed for TVMs in the As Needed Equipment and Media pricing in Table 4.
- RMA price – provide the unit repair price per part in dollars and cents. Unit pricing is subject to the escalation listed for TVMs in the As Needed Equipment and Media pricing in Table 4.
- Total – auto-calculated based on Quantity and Unit Price.

TABLE 2 - O&M

Operations and Maintenance costs for the ten (10)-year operations and maintenance period – five (5)-year base term and five (5)-year option term. Separate annual pricing for hosting and software maintenance will be provided.

TABLE 3 - ON CALL RATES

Provide labor rates of on-call labor support for extended operations or maintenance support. Offerors shall provide their labor rates, by labor category, for each year of the ten (10)-year operations and maintenance period. For each year, provide the fully-loaded labor rate (i.e., including overhead or billable rate). The provided rates are to remain valid for the term of the contract.

TABLE 4 - AS NEEDED EQUIP MEDIA

Provide As Needed Equipment and Media Unit and installation pricing by quantity. Unit prices entered into this form are linked to the unit prices in the Capital table. Prices identified on this price form, as subject to annual escalation specified in the table.

Also provide as needed TVM storage costs in case installation cannot proceed on schedule and the ticketing vending machines need to be securely stored temporarily. The pricing should be provided on a per TVM per month basis by quantity.

TABLE 5 - NOTES

For any line items requiring additional clarification, description, or explanation, annotate the line item with a note number and enter the information on this tab.

PRICE SUMMARY SHEET

REQUEST FOR PROPOSALS (RFP) 1-3279

*****Offerors are to fill out this form in addition to the price sheets.*****

1. I acknowledge receipt of RFP 1-3279 and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of proposal
(Minimum 120)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES

SUMMARY

NOTE: DO NOT ENTER PRICING HERE. ENTER PRICING IN TABLES 1 - 4, AND NOTES ON TABLE 5



<i>See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.</i>	
OC Streetcar TVM Pricing Proposal	
Section	Amount
CAPITAL COSTS	
Price Sheet Section 1.0 Program and Contract Management	\$ -
Price Sheet Section 2.0 System Software and Design	\$ -
Price Sheet Section 3.0 Equipment and Spares	\$ -
Price Sheet Section 4.0 Testing	\$ -
Price Sheet Section 5.0 Installation	\$ -
Price Sheet Section 6.0 Training & Manuals	\$ -
<i>Capital Costs Subtotal</i>	\$ -
OPERATIONS AND MAINTENANCE COSTS	
Price Sheet Section 8.0 Hosting	\$ -
Price Sheet Section 9.0 Software Maintenance	\$ -
<i>Operations and Maintenance Subtotal</i>	\$ -
TOTAL PROPOSAL PRICE	\$ -

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 1 - CAPITAL COSTS

Offeror Name: _____

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.

OC Streetcar TVM Pricing Proposal

Price Sheet Item #	Description	Unit	Estimated Quantity	Unit Price	Amount	Table 5 Note Number
Section 1.0 Program and Contract Management						
1.01	Project Management (NTP to Final Acceptance)	LS	1		\$ -	
SUBTOTAL PROGRAM AND CONTRACT MANAGEMENT					\$ -	
Section 2.0 System Software and Design						
2.01	Ticket Vending Device Software	LS	1		\$ -	
2.02	Application Programming Interfaces Documentation	LS	1		\$ -	
2.03	Back Office Web Based Interface	LS	1		\$ -	
2.04	Configuration Management Module	LS	1		\$ -	
2.05	Monitoring Module	LS	1		\$ -	
2.06	Reporting Module	LS	1		\$ -	
2.07	Barcode Validation and Inspection Device Integration	LS	1		\$ -	
2.08	Software Licenses	LS	1		\$ -	
SUBTOTAL SYSTEM SOFTWARE AND DESIGN					\$ -	
Section 3.0 Equipment and Spares						
3.01	Ticket Vending Machines	EA	28	\$ -	\$ -	
3.08	Paper Ticket Stock (1 Year)	EA	1,000,000	\$ -	\$ -	
3.09	Receipt Paper (1 Year)	EA	1,000,000	\$ -	\$ -	
3.10	Spare Parts/Modules, and Consumables (From Table 1B)	LS	1	\$ -	\$ -	
SUBTOTAL EQUIPMENT AND SPARES					\$ -	
Section 4.0 Testing						
4.01	Testing Documentation	LS	1		\$ -	
4.02	Factory Testing	LS	1		\$ -	
4.03	Integration Testing	LS	1		\$ -	
4.04	Acceptance Testing	LS	1		\$ -	
SUBTOTAL TESTING					\$ -	
Section 5.0 Installation						
5.01	Back Office Configuration and Installation	LS	1		\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 1 - CAPITAL COSTS

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.

OC Streetcar TVM Pricing Proposal

Price Sheet Item #	Description	Unit	Estimated Quantity	Unit Price	Amount	Table 5 Note Number
5.02	TVM Installation and Installation Testing	EA	26	\$ -	\$ -	
<i>SUBTOTAL INSTALLATION</i>					\$ -	
Section 6.0 Training & Manuals						
6.01	Training	LS	1		\$ -	
6.02	Manuals	LS	1		\$ -	
<i>SUBTOTAL TRAINING & MANUALS</i>					\$ -	
CAPITAL COSTS SUBTOTAL					\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 1B - SPARE PARTS

Offeror Name:

<i>See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.</i>									
OC Streetcar TVM Pricing Proposal									
Price Sheet Item #	Spare Part Type (Select from Dropdown)	Installed Device Quantity	Part Name/Description	Quantity	Unit	Unit Price	RMA Price	Total	Table 5 Note Number
Section 7.0 Spare Parts									
7.01	Standard Component	28		3	EA			\$ -	
7.02	Revenue Component	28		11	EA			\$ -	
7.03		28			EA			\$ -	
7.04		28			EA			\$ -	
7.05		28			EA			\$ -	
7.06		28			EA			\$ -	
7.07		28			EA			\$ -	
7.08		28			EA			\$ -	
7.09		28			EA			\$ -	
7.10		28			EA			\$ -	
7.11		28			EA			\$ -	
7.12		28			EA			\$ -	
7.13		28			EA			\$ -	
7.14		28			EA			\$ -	
7.15		28			EA			\$ -	
7.16		28			EA			\$ -	
7.17		28			EA			\$ -	
7.18		28			EA			\$ -	
7.19		28			EA			\$ -	
7.20		28			EA			\$ -	
7.21		28			EA			\$ -	
7.22		28			EA			\$ -	
7.23		28			EA			\$ -	
7.24		28			EA			\$ -	
7.25		28			EA			\$ -	
7.26		28			EA			\$ -	
7.27		28			EA			\$ -	
7.28		28			EA			\$ -	
7.29		28			EA			\$ -	
7.30		28			EA			\$ -	
7.31		28			EA			\$ -	
7.32		28			EA			\$ -	
7.33		28			EA			\$ -	
7.34		28			EA			\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 1B - SPARE PARTS

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.

OC Streetcar TVM Pricing Proposal

Price Sheet Item #	Spare Part Type (Select from Dropdown)	Installed Device Quantity	Part Name/Description	Quantity	Unit	Unit Price	RMA Price	Total	Table 5 Note Number
7.35		28			EA			\$ -	
7.36		28			EA			\$ -	
7.37		28			EA			\$ -	
7.38		28			EA			\$ -	
7.39		28			EA			\$ -	
7.40		28			EA			\$ -	
7.41		28			EA			\$ -	
7.42		28			EA			\$ -	
7.43		28			EA			\$ -	
7.44		28			EA			\$ -	
7.45		28			EA			\$ -	
7.46		28			EA			\$ -	
7.47		28			EA			\$ -	
7.48		28			EA			\$ -	
7.49		28			EA			\$ -	
7.50		28			EA			\$ -	
7.51		28			EA			\$ -	
7.52		28			EA			\$ -	
7.53		28			EA			\$ -	
7.54		28			EA			\$ -	
7.55		28			EA			\$ -	
7.56		28			EA			\$ -	
7.57		28			EA			\$ -	
7.58		28			EA			\$ -	
7.59		28			EA			\$ -	
7.60		28			EA			\$ -	
SUBTOTAL SPARE PARTS								\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
 TABLE 2 - ANNUAL OPERATIONS & MAINTENANCE

Offeror Name:

<i>See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.</i>						
OC Streetcar TVM Pricing Proposal						
Price Sheet Item #	Description	Unit	Estimated Quantity	Unit Price	Amount	Table 5 Note Number
Section 8.0 Hosting						
Initial Five (5) Year Term						
8.01	Annual - Year 1	LS	1		\$ -	
8.02	Annual - Year 2	LS	1		\$ -	
8.03	Annual - Year 3	LS	1		\$ -	
8.04	Annual - Year 4	LS	1		\$ -	
8.05	Annual - Year 5	LS	1		\$ -	
Subtotal - Initial 5 Year Term					\$ -	
Five (5) Year Option						
8.06	Option - Year 1 (Year 6)	LS	1		\$ -	
8.07	Option - Year 2 (Year 7)	LS	1		\$ -	
8.08	Option - Year 3 (Year 8)	LS	1		\$ -	
8.09	Option - Year 4 (Year 9)	LS	1		\$ -	
8.10	Option - Year 5 (Year 10)	LS	1		\$ -	
Subtotal - 5 Year Option					\$ -	
SUBTOTAL HOSTING					\$ -	
Section 9.0 Software Maintenance						
Initial Five (5) Year Term						
9.01	Annual - Year 1	LS	1		\$ -	
9.02	Annual - Year 2	LS	1		\$ -	
9.03	Annual - Year 3	LS	1		\$ -	
9.04	Annual - Year 4	LS	1		\$ -	
9.05	Annual - Year 5	LS	1		\$ -	
Subtotal - Initial 5 Year Term					\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 2 - ANNUAL OPERATIONS & MAINTENANCE

Offeror Name:

<i>See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.</i>						
OC Streetcar TVM Pricing Proposal						
Price Sheet Item #	Description	Unit	Estimated Quantity	Unit Price	Amount	Table 5 Note Number
Five (5) Year Option						
9.06	Option - Year 1 (Year 6)	LS	1		\$ -	
9.07	Option - Year 2 (Year 7)	LS	1		\$ -	
9.08	Option - Year 3 (Year 8)	LS	1		\$ -	
9.09	Option - Year 4 (Year 9)	LS	1		\$ -	
9.10	Option - Year 5 (Year 10)	LS	1		\$ -	
Subtotal - 5 Year Option					\$ -	
SUBTOTAL SOFTWARE MAINTENANCE					\$ -	
HOSTING, SOFTWARE & EQUIPMENT MAINTENANCE TOTAL					\$ -	

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 3 - ON CALL SUPPORT

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.

OC Streetcar TVM Pricing Proposal

Price Sheet Item #	Description	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Table 5 Note Number
Section 11.0	On Call Support	Loaded										
11.01	Project Manager											
11.02	Lead Engineer											
11.03	Senior Developer											
11.04	Developer											
11.05	Junior Developer											
11.06	Trainer											
11.07	Operations Manager											
11.08	Maintenance Technician											

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 4 - AS NEEDED EQUIPMENT

Offeror Name:

<i>See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.</i>							
OC Streetcar TVM Pricing Proposal							
Price Sheet Item #	Description	Unit	Unit Price	Annual Escalation %	Installation & Testing Price	Annual Escalation %	Table 5 Note Number
Section 12.0 As Needed Equipment							
12.01	Ticket Vending Machines, quantity of 1	EA					
12.02	Ticket Vending Machines, 2-5 quantity	EA					
12.03	Ticket Vending Machines, 6-15 quantity	EA					
12.04	Ticket Vending Machines, 16-25 quantity	EA					
12.05	Ticket Vending Machines, 26+ quantity	EA					
Section 13.0 As Needed Media							
13.01	Paper Ticket Stock, 1-50,000 quantity	EA					
13.02	Paper Ticket Stock, 50,001-99,999 quantity	EA					
13.03	Paper Ticket Stock, 100,000-499,999 quantity	EA					
13.04	Paper Ticket Stock, 500,000-999,999 quantity	EA					
13.05	Paper Ticket Stock, 1,000,000+ quantity	EA					
13.06	Receipt Paper, 1-49,999 quantity	EA					
13.07	Receipt Paper, 50,000-99,999 quantity	EA					
13.08	Receipt Paper, 100,000-499,999 quantity	EA					
13.09	Receipt Paper, 500,000-999,999 quantity	EA					
13.10	Receipt Paper, 1,000,000+ quantity	EA					
Section 14.0 As Needed TVM Storage							
14.01	TVM storage per month, 1-10 quantity	EA					
14.02	TVM storage per month, 11-25 quantity	EA					
14.03	TVM storage per month, 25+ quantity	EA					

RFP 1-3279: OC STREETCAR TICKET VENDING MACHINES
TABLE 5 - NOTES

Offeror Name:

See Instructions in Exhibit B of the RFP. Proposers shall only edit shaded cells.

OC Streetcar TVM Pricing Proposal

Note Number	Spec Section Reference	Clarification/Description/Explanation
1		
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EXHIBIT C: PROPOSED AGREEMENT

1 **PROPOSED AGREEMENT NO. C-1-3279**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND**

5
6 **THIS AGREEMENT** is effective as of this ____ day of _____, 2022
7 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street,
8 P.O. Box 14184, Orange, CA 92863-1584, a public corporation of the State of California (hereinafter
9 referred to as "AUTHORITY"), , , (hereinafter referred to as "CONSULTANT").

10 **WITNESSETH:**

11 **WHEREAS**, AUTHORITY requires assistance from CONSULTANT to develop, construct, and
12 implement the ticket vending machine system for the OC Streetcar; and

13 **WHEREAS**, said work cannot be performed by the regular employees of AUTHORITY; and

14 **WHEREAS**, CONSULTANT has represented that it has the requisite personnel and experience,
15 and is capable of performing such services; and

16 **WHEREAS**, CONSULTANT wishes to perform these services;

17 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CONSULTANT
18 as follows:

19 **ARTICLE 1. COMPLETE AGREEMENT**

20 A. This Agreement, including all exhibits and documents incorporated herein and made
21 applicable by reference, constitutes the complete and exclusive statement of the terms and conditions of
22 the Agreement between AUTHORITY and CONSULTANT and it supersedes all prior representations,
23 understandings and communications. The invalidity in whole or in part of any term or condition of this
24 Agreement shall not affect the validity of other terms or conditions.

25 B. AUTHORITY's failure to insist in any one or more instances upon CONSULTANT's
26 performance of any terms or conditions of this Agreement shall not be construed as a waiver or

1 relinquishment of AUTHORITY's right to such performance or to future performance of such terms or
 2 conditions and CONSULTANT's obligation in respect thereto shall continue in full force and effect.
 3 Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when
 4 specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written
 5 amendment to this Agreement and issued in accordance with the provisions of this Agreement.

6 **ARTICLE 2. AUTHORITY DESIGNEE**

7 The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act for and
 8 exercise any of the rights of AUTHORITY as set forth in this Agreement.

9 **ARTICLE 3. SCOPE OF WORK**

10 A. CONSULTANT shall perform the work necessary to complete in a manner satisfactory to
 11 AUTHORITY the services set forth in Exhibit A, entitled "Scope of Work," attached to and, by this
 12 reference, incorporated in and made a part of this Agreement. All services shall be provided at the times
 13 and places designated by AUTHORITY.

14 B. CONSULTANT shall provide the personnel listed below to perform the above-specified
 15 services, which persons are hereby designated as key personnel under this Agreement.

<u>Names</u>	<u>Functions</u>

21 C. No person named in paragraph B of this Article, or his/her successor approved by
 22 AUTHORITY, shall be removed or replaced by CONSULTANT, nor shall his/her agreed-upon function or
 23 level of commitment hereunder be changed, without the prior written consent of AUTHORITY.

24 D. Should the services of any key person become no longer available to CONSULTANT, the
 25 resume and qualifications of the proposed replacement shall be submitted to AUTHORITY for approval
 26 as soon as possible, but in no event later than seven (7) calendar days prior to the departure of the

1 incumbent key person, unless CONSULTANT is not provided with prior notice by the departing employee.
2 AUTHORITY shall respond to CONSULTANT within seven (7) calendar days following receipt of these
3 qualifications concerning acceptance of the candidate for replacement.

4 **ARTICLE 4. TERM OF AGREEMENT**

5 A. This Agreement shall commence upon written Notice to Proceed, and shall continue in full
6 force and effect through _____, unless earlier terminated or extended as provided in this
7 Agreement.

8 B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement an
9 additional five (5) years, commencing _____, and continuing through _____ (Option
10 Term), and thereupon require CONSULTANT to continue to provide services, and otherwise perform, in
11 accordance with Exhibit A, entitled "Scope of Work," and at the rates set forth in Article 5, "Payment."

12 C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its
13 right to terminate the Agreement for AUTHORITY's convenience or CONSULTANT's default as provided
14 elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending
15 through _____, which period encompasses the Initial Term and Option Term.

16 **ARTICLE 5. PAYMENT**

17 A. For CONSULTANT's full and complete performance of its obligations under this Agreement,
18 and subject to the maximum cumulative payment obligation provisions set forth in Article 7, AUTHORITY
19 shall pay CONSULTANT on a firm-fixed price basis in accordance with the following provisions.

20 B. Exhibit B, entitled "Price Summary Sheet," shall establish the firm-fixed payment to
21 CONSULTANT by AUTHORITY for each work task set forth in the Scope of Work. The schedule shall
22 not include any CONSULTANT expenses not approved by AUTHORITY including but not limited to
23 reimbursement for local meals.

24 C. CONSULTANT shall invoice AUTHORITY on a monthly basis for payments corresponding to
25 the work actually completed by CONSULTANT. Percentage of work completed shall be documented in
26 a monthly progress report prepared by CONSULTANT, which shall accompany each invoice submitted

EXHIBIT C

1 by CONSULTANT. CONSULTANT shall also furnish such other information as may be requested by
2 AUTHORITY to substantiate the validity of an invoice. At its sole discretion, AUTHORITY may decline to
3 make full payment for any task listed in paragraph B of this Article until such time as CONSULTANT has
4 documented to AUTHORITY's satisfaction that CONSULTANT has fully completed all work required
5 under the task. AUTHORITY's payment in full for any task completed shall not constitute AUTHORITY's
6 final acceptance of CONSULTANT's work under such task; final acceptance shall occur only when
7 AUTHORITY's release of the retention described in paragraph D.

8 D. As partial security against CONSULTANT's failure to satisfactorily fulfill all of its obligations
9 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
10 submitted for payment by CONSULTANT. All retained funds shall be released by AUTHORITY and shall
11 be paid to CONSULTANT within sixty (60) days of payment of final invoice, unless AUTHORITY elects
12 to audit CONSULTANT's records in accordance with Article 17 of this Agreement. If AUTHORITY elects
13 to audit, retained funds shall be paid to CONSULTANT within thirty (30) calendar days of completion of
14 such audit in an amount reflecting any adjustment required by such audit. CONSULTANT agrees to
15 release subcontractor retention within thirty (30) calendar days after the subconsultants work is
16 satisfactory completed. These prompt payment provisions are required to be incorporated in all
17 subcontract agreements issued by CONSULTANT. During the term of the Agreement, at its sole
18 discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based on
19 CONSULTANT's satisfactory completion of certain milestones. CONSULTANT shall invoice
20 AUTHORITY for the release of the retention in accordance with Article 5.

21 E. Invoices shall be submitted by CONSULTANT on a monthly basis and shall be submitted in
22 duplicate to AUTHORITY's Accounts Payable office. CONSULTANT may also submit invoices
23 electronically to AUTHORITY's Accounts Payable Department at vendorinvoices@octa.net. Each invoice
24 shall be accompanied by the monthly progress report specified in paragraph C of this Article.
25 AUTHORITY shall remit payment within thirty (30) calendar days of the receipt and approval of each
26 invoice. Each invoice shall include the following information:

- 1 1. Agreement No. C-1-3279;
- 2 2. Specify the task number for which payment is being requested;
- 3 3. The time period covered by the invoice;
- 4 4. Total monthly invoice (including project-to-date cumulative invoice amount) and
5 retention;
- 6 5. Monthly Progress Report;
- 7 6. Weekly certified payroll for personnel subject to prevailing wage requirements, if
8 applicable;
- 9 7. Certification signed by the CONSULTANT or his/her designated alternate that a) The
10 invoice is a true, complete and correct statement of reimbursable costs and progress; b) The backup
11 information included with the invoice is true, complete and correct in all material respects; c) All payments
12 due and owing to subcontractors and suppliers have been made; d) Timely payments will be made to
13 subcontractors and suppliers from the proceeds of the payments covered by the certification and; e) The
14 invoice does not include any amount which CONSULTANT intends to withhold or retain from a
15 subcontractor or supplier unless so identified on the invoice;
- 16 8. Any other information as agreed or requested by AUTHORITY to substantiate the
17 validity of an invoice.

18 **ARTICLE 6. PROMPT PAYMENT CLAUSE**

19 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to
20 facilitate timely payment to all subconsultants in accordance with regulatory mandates. The provisions of
21 this Article apply to both DBE and non-DBE subconsultants. Pursuant to Title 49 of the Code of Federal
22 Regulations (CFR) Part 26.29:

23 B. "CONSULTANT or subconsultant agrees to pay each subconsultant under this Agreement for
24 satisfactory performance of its Agreement no later than fifteen (15) days from the receipt of each progress
25 payment CONSULTANT receives from AUTHORITY on account of the work performed by the
26 subconsultant. CONSULTANT agrees further to return retainage payments to each subconsultant within

EXHIBIT C

1 fifteen (15) days after receiving payment for work satisfactorily completed and accepted including
2 incremental acceptances of portions of the Agreement work by AUTHORITY. Any delay or postponement
3 of payment from the above referenced time frame may take place only for good cause and with
4 AUTHORITY's prior written approval." CONTRACTOR shall incorporate this clause verbatim, set forth
5 above, in all subcontract, broker, vendor, supplier, purchase order or other source agreements issued to
6 both DBE and non-DBE firms. In the event that there is a dispute over all or any portion of the amount
7 due on a progress payment from CONSULTANT or subconsultant to a subconsultant, CONSULTANT or
8 subconsultant may withhold no more than 150 percent of the disputed amount.

9 C. Any violation of these provisions shall subject the violating CONSULTANT to the penalties,
10 sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions
11 Code and Section 3321 of the California Civil Code. This requirement shall not be construed to limit or
12 impair any contractual, administrative or judicial remedies otherwise available to CONSULTANT or
13 subconsultant in the event of a dispute involving late payment or nonpayment by CONSULTANT;
14 deficient subcontract performance or noncompliance by a subconsultant.

15 D. Failure to comply with these provisions without prior written approval from AUTHORITY will
16 constitute noncompliance, which shall result in the application of appropriate administrative sanctions to
17 the licensee, including, but not limited to, a penalty payable to the subconsultant, of two percent (2%) of
18 the invoice amount due per month, for every month that full payment is not made.

19 **ARTICLE 7. MAXIMUM OBLIGATION**

20 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and
21 CONSULTANT mutually agree that AUTHORITY's maximum cumulative payment obligation (including
22 obligation for CONSULTANT's profit) shall be _____ Dollars (\$_____.00) which
23 shall include all amounts payable to CONSULTANT for its subcontracts, leases, materials and costs
24 arising from, or due to termination of, this Agreement.

25 **ARTICLE 8. NOTICES**

26 All notices hereunder and communications regarding the interpretation of the terms of this

1 Agreement, or changes thereto, shall be effected by delivery of said notices in person or by depositing
2 said notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid and
3 addressed as follows:

4 To CONSULTANT:

To AUTHORITY:

5 Orange County Transportation Authority

6 550 South Main Street

7 P.O. Box 14184

8 Orange, CA 92863-1584

9 ATTENTION:

ATTENTION: Iris Deneau

10 Title:

Title: Senior Contract Administrator

11 Phone:

Phone: (714) 560 – 5786

12 Email:

Email: ideneau@octa.net

13 **ARTICLE 9. INDEPENDENT CONTRACTOR**

14 A. CONSULTANT's relationship to AUTHORITY in the performance of this Agreement is that of
15 an independent contractor. CONSULTANT's personnel performing services under this Agreement shall
16 at all times be under CONSULTANT's exclusive direction and control and shall be employees of
17 CONSULTANT and not employees of AUTHORITY. CONSULTANT shall pay all wages, salaries and
18 other amounts due its employees in connection with this Agreement and shall be responsible for all
19 reports and obligations respecting them, such as social security, income tax withholding, unemployment
20 compensation, workers' compensation and similar matters.

21 B. Should CONSULTANT's personnel or a state or federal agency allege claims against
22 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or
23 allegations involving any other independent contractor misclassification issues, CONSULTANT shall
24 defend and indemnify AUTHORITY in relation to any allegations made.

25 **ARTICLE 10. INSURANCE**

26 A. CONSULTANT shall procure and maintain insurance coverage during the entire term of this

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1 Agreement. Coverage shall be full coverage and not subject to self-insurance provisions. CONSULTANT
2 shall provide the following insurance coverage:

3 1. Commercial General Liability, to include Products/Completed Operations,
4 Independent Contractors', Contractual Liability, and Personal Injury Liability, and Property Damage with
5 a minimum limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate;

6 2. Automobile Liability Insurance to include owned, hired and non-owned autos with a
7 combined single limit of \$1,000,000 each accident;

8 3. Workers' Compensation with limits as required by the State of California including a
9 waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents;

10 4. Employers' Liability with minimum limits of \$1,000,000;

11 5. Professional Liability with minimum limits of \$1,000,000 per claim; and

12 6. Cyber Liability with minimum limits of \$1,000,000 per claim.

13 B. Proof of such coverage, in the form of a certificate of insurance, with the AUTHORITY, its
14 officers, directors, employees and agents, designated as additional insureds as required by contract. In
15 addition, provide an insurance policy blanket additional insured endorsement. Both documents must be
16 received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be
17 received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement. Such
18 insurance shall be primary and non-contributive to any insurance or self-insurance maintained by the
19 AUTHORITY. Furthermore, AUTHORITY reserves the right to request certified copies of all related
20 insurance policies.

21 C. CONSULTANT shall include on the face of the certificate of insurance the
22 Agreement No. C-1-3279; and, the Senior Contract Administrator's Name, Iris Deneau.

23 D. CONSULTANT shall also include in each subcontract the stipulation that subcontractors shall
24 maintain insurance coverage in the amounts required from CONSULTANT as provided in this Agreement.

25 E. CONSULTANT shall be required to immediately notify AUTHORITY of any modifications or
26 cancellation of any required insurance policies.

1 **ARTICLE 11. ORDER OF PRECEDENCE**

2 Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:

3 (1) the provisions of this Agreement, including all exhibits; (2) the provisions of
4 RFP 1-3279; (3) CONSULTANT's initial cost proposal dated; and (4) all other documents, if any, cited
5 herein or incorporated by reference.

6 **ARTICLE 12. CHANGES**

7 A. By written notice or order, AUTHORITY may, from time to time, order work suspension and/or
8 make changes in the general scope of this Agreement, including, but not limited to, the services furnished
9 to AUTHORITY by CONSULTANT as described in the Scope of Work. If any such work suspension or
10 change causes an increase or decrease in the price of this Agreement or in the time required for its
11 performance, CONSULTANT shall promptly notify AUTHORITY thereof and assert its claim for
12 adjustment within ten (10) calendar days after the change or work suspension is ordered, and an
13 equitable adjustment shall be negotiated. However, nothing in this clause shall excuse CONSULTANT
14 from proceeding immediately with the Agreement as changed.

15 B. CONSULTANT shall only commence work covered by an amendment after the amendment
16 is executed by AUTHORITY.

17 **ARTICLE 13. DISPUTES**

18 A. Except as otherwise provided in this Agreement, when a dispute arises between
19 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
20 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
21 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or
22 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the
23 final and conclusive administrative decision.

24 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
25 the performance of this Agreement and in accordance with the decision of AUTHORITY's Director,
26 CAMM. Nothing in this Agreement, however, shall be construed as making final the decision of any

1 AUTHORITY official or representative on a question of law, which questions shall be settled in
2 accordance with the laws of the State of California.

3 **ARTICLE 14. TERMINATION**

4 A. AUTHORITY may terminate this Agreement for its convenience at any time, in whole or part,
5 by giving CONSULTANT written notice thereof. Upon termination, AUTHORITY shall pay
6 CONSULTANT its allowable costs incurred to date of that portion terminated. Said termination shall be
7 construed in accordance with the provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition
8 Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for
9 convenience. If AUTHORITY sees fit to terminate this Agreement for convenience, said notice shall be
10 given to CONSULTANT in accordance with the provisions of the FAR referenced above and Article 8,
11 herein. Upon receipt of said notification, CONSULTANT agrees to comply with all applicable provisions
12 of the FAR pertaining to termination for convenience.

13 B. In the event either Party defaults in the performance of any of their obligations under this
14 Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party shall have the
15 option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party. Upon
16 receipt of such notice, CONSULTANT shall immediately cease work, unless the notice from AUTHORITY
17 provides otherwise. Upon receipt of the notice from AUTHORITY, CONSULTANT shall submit an invoice
18 for work and/or services performed prior to the date of termination. AUTHORITY shall pay
19 CONSULTANT for work and/or services satisfactorily provided up to the date of termination in compliance
20 with this Agreement. Thereafter, CONSULTANT shall have no further claims against AUTHORITY under
21 this Agreement. AUTHORITY shall not be liable for any claim of lost profits or damages for such
22 termination.

23 **ARTICLE 15. INDEMNIFICATION**

24 CONSULTANT shall indemnify, defend, and hold harmless AUTHORITY, its officers, directors,
25 employees and agents from and against any and all claims (including attorneys' fees and reasonable
26 expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries,

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1 including death, damage to or loss of use of property, arising out of, resulting from, or in connection with
2 the performance of CONSULTANT, its officers, directors, employees, agents, subconsultants or suppliers
3 under the Agreement. Notwithstanding the foregoing, such obligation to defend, hold harmless, and
4 indemnify AUTHORITY, its officers, directors, employees and agents shall not apply to such claims or
5 liabilities arising from the sole or active negligence or willful misconduct of AUTHORITY.

6 **ARTICLE 16. ASSIGNMENTS AND SUBCONTRACTS**

7 A. Neither this Agreement nor any interest herein nor claim hereunder may be assigned by
8 CONSULTANT either voluntarily or by operation of law, nor may all or any part of this Agreement be
9 subcontracted by CONSULTANT, without the prior written consent of AUTHORITY. Consent by
10 AUTHORITY shall not be deemed to relieve CONSULTANT of its obligations to comply fully with all terms
11 and conditions of this Agreement.

12 B. AUTHORITY hereby consents to CONSULTANT's subcontracting portions of the Scope of
13 Work to the parties identified below for the functions described below. CONSULTANT shall include in
14 the subcontract agreement the stipulation that CONSULTANT, not AUTHORITY, is solely responsible for
15 payment to the subcontractor for the amounts owing and that the subcontractor shall have no claim, and
16 shall take no action, against AUTHORITY, its officers, directors, employees or sureties for nonpayment
17 by CONSULTANT.

<u>Subcontractor Name/Addresses</u>	<u>Subcontractor Amounts</u>
	.00
	.00

21 **ARTICLE 17. ACCESS TO RECORDS AND REPORTS**

22 CONSULTANT shall provide AUTHORITY, the U.S. Department of Transportation (DOT), the
23 Comptroller General of the United States, or other agents of AUTHORITY, such access to
24 CONSULTANT's accounting books, records, payroll documents and facilities of the CONSULTANT which
25 are directly pertinent to this Agreement for the purposes of examining, auditing and inspecting all
26 accounting books, records, work data, documents and activities related hereto. CONSULTANT shall

1 maintain such books, records; data and documents in accordance with generally accepted accounting
2 principles and shall clearly identify and make such items readily accessible to such parties during
3 CONSULTANT's performance hereunder and for a period of four (4) years from the date of final payment
4 by AUTHORITY. AUTHORITY's right to audit books and records directly related to this Agreement shall
5 also extend to all first-tier subcontractors identified in Article 16 of this Agreement. CONSULTANT shall
6 permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts
7 and transcriptions as reasonably necessary.

8 **ARTICLE 18. CONFLICT OF INTEREST**

9 CONSULTANT agrees to avoid organizational conflicts of interest. An organizational conflict
10 of interest means that due to other activities, relationships or contracts, CONSULTANT is unable, or
11 potentially unable, to render impartial assistance or advice to AUTHORITY; CONSULTANT's
12 objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or
13 CONSULTANT has an unfair competitive advantage. CONSULTANT is obligated to fully disclose to
14 AUTHORITY in writing Conflict of Interest issues as soon as they are known to CONSULTANT.
15 CONSULTANT is obligated to fully disclose to AUTHORITY in writing Conflict of Interest issues as
16 soon as they are known to CONSULTANT. All disclosures must be submitted in writing to AUTHORITY
17 pursuant to the Notice provision herein. This disclosure requirement is for the entire term of this
18 Agreement.

19 **ARTICLE 19. CODE OF CONDUCT**

20 CONSULTANT agrees to comply with AUTHORITY's Code of Conduct as it relates to Third-
21 Party contracts, which is hereby referenced and by this reference is incorporated herein.
22 CONSULTANT agrees to include these requirements in all of its subcontracts.

23 **ARTICLE 20. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

24 CONSULTANT and all subconsultants performing work under this Agreement, shall be
25 prohibited from concurrently representing or lobbying for any other party competing for a contract with
26 AUTHORITY, either as a prime consultant or subconsultant. Failure to refrain from such

1 representation may result in termination of this Agreement.

2 **ARTICLE 21. FEDERAL, STATE AND LOCAL LAWS**

3 CONSULTANT warrants that in the performance of this Agreement, it shall comply with all
4 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
5 regulations promulgated thereunder.

6 **ARTICLE 22. EQUAL EMPLOYMENT OPPORTUNITY**

7 In connection with its performance under this Agreement, CONSULTANT shall not discriminate
8 against any employee or applicant for employment because of race, religion, color, sex, age or national
9 origin. CONSULTANT shall take affirmative action to ensure that applicants are employed, and that
10 employees are treated during their employment, without regard to their race, religion, color, sex, age or
11 national origin. Such actions shall include, but not be limited to, the following: employment, upgrading,
12 demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other
13 forms of compensation; and selection for training, including apprenticeship.

14 **ARTICLE 23. CIVIL RIGHTS ASSURANCE**

15 During the performance of this Agreement, CONSULTANT, for itself, its assignees and
16 successors in interest agree as follows:

17 A. Compliance with Regulations: CONSULTANT shall comply with the Regulations relative to
18 nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT")
19 Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter
20 referred to as the Regulations), which are herein incorporated by reference and made a part of this
21 Agreement.

22 B. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the
23 Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and
24 retention of subcontractors, including procurements of materials and leases of equipment. The
25 CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section
26 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth

1 in Appendix B of the Regulations.

2 C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all
3 solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be
4 performed under a subcontract, including procurements of materials or leases of equipment, each
5 potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's
6 obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of
7 race, color, or national origin.

8 D. Information and Reports: CONSULTANT shall provide all information and reports required
9 by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records,
10 accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be
11 pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information
12 required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this
13 information the CONSULTANT shall so certify to the AUTHORITY as appropriate, and shall set forth what
14 efforts it has made to obtain the information.

15 E. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with
16 nondiscrimination provisions of this Agreement, the AUTHORITY shall impose Agreement sanctions as
17 it may determine to be appropriate, including, but not limited to:

18 1. Withholding of payments to the CONSULTANT under the Agreement until the
19 CONSULTANT complies; and/or

20 2. Cancellation, termination, or suspension of the Agreement, in whole or in part.

21 F. Title VI of the Civil Rights Act: In determining the types of property or services to acquire, no
22 person in the United States shall, on the grounds of race, color, or national origin, be excluded from
23 participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program
24 or activity receiving Federal financial assistance in violation of Title VI of the Civil Rights Act of 1964, as
25 amended, 42 U.S.C. Sections 2000d et seq. and DOT regulations, "Nondiscrimination in Federally
26 Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of

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1 1964,” 49 CFR Part 21. In addition, FTA Circular 4702.1, “Title VI and Title VI-Dependent Guidelines for
2 FTA Recipients,” 05-13-07, provides FTA guidance and instructions for implementing DOT’s Title
3 VI regulations.

4 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101
5 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and
6 services of public entities, as well as imposes specific requirements on public and private providers of
7 transportation.

8 H. DISADVANTAGED BUSINESS ENTERPRISE (DBE): shall not discriminate on the basis of
9 race, color, national origin, or sex in the performance of this Contract. The CONSULTANT shall carry out
10 applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted
11 contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this
12 Agreement, which may result in the termination of this Agreement or such other remedy as the
13 AUTHORITY deems appropriate, which may include, but is not limited to:

- 14 (1) Withholding monthly progress payments;
- 15 (2) Assessing sanctions;
- 16 (3) Liquidated damages; and/or
- 17 (4) Disqualifying the CONSULTANT from future proposing as non-responsible.

18 I. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (A)
19 through (H) in every subcontract, including procurements of materials and leases of equipment, unless
20 exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT shall take such
21 action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of
22 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a
23 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as
24 a result of such direction, the CONSULTANT may request the AUTHORITY to enter into such litigation
25 to protect the interests of the AUTHORITY, and, in addition, the CONSULTANT may request the United
26 States to enter into such litigation to protect the interests of the United States.

1 **ARTICLE 24. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
2 **CONSULTANT CONTRACTS**

3 A. In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business
4 Enterprises in Department of Transportation Financial Assistance Programs," AUTHORITY has
5 established a four (4%) percent Disadvantaged Business Enterprise (DBE) participation goal for the
6 services required in this Agreement.

7 B. At the time of contract execution, CONSULTANT committed to utilize one or more
8 Disadvantaged Business Enterprise (DBE) Firms in the performance of this DOT-assisted contract.
9 CONSULTANT agrees to enter into agreements with the DBE subconsultants listed on Attachment A-1
10 "DBE Participation Commitment" and ensure they perform work and/or supply materials in accordance
11 with original commitments. No changes to CONSULTANT's DBE commitment shall be made until proper
12 review and approval by AUTHORITY is rendered in writing.

13 C. CONSULTANT must take appropriate actions to ensure that it will satisfy good faith efforts to
14 attain the DBE goal and/or the DBE commitment made at award (whichever is higher), when change
15 orders or other modifications alter the dollar amount of the Agreement or the distribution of work.
16 CONSULTANT must apply and report its DBE goal commitment against the total current Agreement
17 value, including any change orders and/or amendments.

18 D. If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must
19 complete and submit within the specified timelines, DBE documentation electronically through the
20 AUTHORITY-approved electronic reporting system (ECAT).

21 E. CONSULTANT shall comply with all the requirements set forth in Attachment A titled,
22 "DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-
23 ASSISTED CONTRACTS", which is attached to and, by this reference, incorporated in and made a part
24 of this Agreement.

25 **ARTICLE 25. PROHIBITED INTERESTS**

26 A. CONSULTANT covenants that, for the term of this Agreement, no director, member, officer

1 or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have any
2 interest, direct or indirect, in this Agreement or the proceeds thereof.

3 B. No member of or delegate to, the Congress of the United States shall have any interest, direct
4 or indirect, in this Agreement or to the benefits thereof.

5 **ARTICLE 26. OWNERSHIP OF REPORTS AND DOCUMENTS**

6 A. The originals of all letters, documents, reports and other products and data produced under
7 this Agreement shall be delivered to, and become the property of AUTHORITY. Copies may be made
8 for CONSULTANT's records but shall not be furnished to others without written authorization from
9 AUTHORITY. Such deliverables shall be deemed works made for hire and all rights in copyright therein
10 shall be retained by AUTHORITY.

11 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
12 descriptions, and all other written information submitted to CONSULTANT in connection with the
13 performance of this Agreement shall not, without prior written approval of AUTHORITY, be used for any
14 purposes other than the performance under this Agreement, nor be disclosed to an entity not connected
15 with the performance of the project. CONSULTANT shall comply with AUTHORITY's policies regarding
16 such material. Nothing furnished to CONSULTANT, which is otherwise known to CONSULTANT or is or
17 becomes generally known to the related industry shall be deemed confidential. CONSULTANT shall not
18 use AUTHORITY's name, photographs of the project, or any other publicity pertaining to the project in
19 any professional publication, magazine, trade paper, newspaper, seminar or other medium without the
20 express written consent of AUTHORITY.

21 C. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
22 released by CONSULTANT to any other person or agency except after prior written approval by
23 AUTHORITY, except as necessary for the performance of services under this Agreement. All press
24 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
25 handled only by AUTHORITY unless otherwise agreed to by CONSULTANT and AUTHORITY.

26 /

ARTICLE 27. PATENT AND COPYRIGHT INFRINGEMENT

1
2 A. In lieu of any other warranty by AUTHORITY or CONSULTANT against patent or copyright
3 infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim
4 or suit against AUTHORITY on account of any allegation that any item furnished under this Agreement
5 or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any
6 presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages
7 finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of
8 the suit or claim and given authority, information and assistance at CONSULTANT's expense for the
9 defense of same. However, CONSULTANT will not indemnify AUTHORITY if the suit or claim results
10 from: (1) AUTHORITY's alteration of a deliverable, such that said deliverable in its altered form infringes
11 upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination
12 with other material not provided by CONSULTANT when such use in combination infringes upon an
13 existing U.S. letters patent or copyright.

14 B. CONSULTANT shall have sole control of the defense of any such claim or suit and all
15 negotiations for settlement thereof. CONSULTANT shall not be obligated to indemnify AUTHORITY
16 under any settlement made without CONSULTANT's consent or in the event AUTHORITY fails to
17 cooperate fully in the defense of any suit or claim, provided, however, that said defense shall be at
18 CONSULTANT's expense. If the use or sale of said item is enjoined as a result of such suit or claim,
19 CONSULTANT, at no expense to AUTHORITY, shall obtain for AUTHORITY the right to use and sell
20 said item, or shall substitute an equivalent item acceptable to AUTHORITY and extend this patent and
21 copyright indemnity thereto.

ARTICLE 28. FINISHED AND PRELIMINARY DATA

22
23 A. All of CONSULTANT's finished technical data, including but not limited to illustrations,
24 photographs, tapes, software, software design documents, including without limitation source code,
25 binary code, all media, technical documentation and user documentation, photo prints and other graphic
26 information required to be furnished under this Agreement, shall be AUTHORITY's property upon

1 payment and shall be furnished with unlimited rights and, as such, shall be free from proprietary restriction
2 except as elsewhere authorized in this Agreement. CONSULTANT further agrees that it shall have no
3 interest or claim to such finished, AUTHORITY-owned, technical data; furthermore, said data is subject
4 to the provisions of the Freedom of Information Act, 5 USC 552.

5 B. It is expressly understood that any title to preliminary technical data is not passed to
6 AUTHORITY but is retained by CONSULTANT. Preliminary data includes roughs, visualizations,
7 software design documents, layouts and comprehensives prepared by CONSULTANT solely for the
8 purpose of demonstrating an idea or message for AUTHORITY's acceptance before approval is given
9 for preparation of finished artwork. Preliminary data title and right thereto shall be made available to
10 AUTHORITY if CONSULTANT causes AUTHORITY to exercise Article 12, and a price shall be
11 negotiated for all preliminary data.

12 **ARTICLE 29. COVENANT AGAINST CONTINGENT FEES**

13 CONSULTANT warrants, by execution of this Agreement, that he/she has not employed or
14 retained any company or person, other than a bona fide employee working for the consultant; to solicit or
15 secure this Agreement; and that he/she has not paid or agreed to pay any company or person other than
16 a bona fide employee, any fee,
17 commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from
18 the award, or formation of this Agreement. For breach or violation of this warranty, the AUTHORITY shall
19 have the right to annul this Agreement without liability, or at its discretion; to deduct from the Agreement
20 price or consideration, or otherwise recover the full amount of such fee, commission, percentage,
21 brokerage fee, gift, or contingent fee.

22 **ARTICLE 30. LOBBYING**

23 CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the certification
24 required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will
25 not or has not used Federal appropriated funds to pay any person or organization for influencing or
26 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee

1 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,
2 grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any
3 registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on
4 its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31
5 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

6 **ARTICLE 31. HEALTH AND SAFETY REQUIREMENTS**

7 CONSULTANT shall comply with all the requirements set forth in Exhibit __, titled "Level 2
8 SAFETY SPECIFICATIONS." As used therein, "Contractor" shall mean "Consultant," and "Subcontractor"
9 shall mean "Sub-consultant."

10 **ARTICLE 32. PRIVACY ACT**

11 CONSULTANT shall comply with, and assures the compliance of its employees with, the
12 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
13 Among other things, CONSULTANT agrees to obtain the express consent of the Federal Government
14 before the CONSULTANT or its employees operate a system of records on behalf of the Federal
15 Government. CONSULTANT understands that the requirements of the Privacy Act, including the civil
16 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
17 comply with the terms of the Privacy Act may result in termination of the underlying Agreement.

18 **ARTICLE 33. INCORPORATION OF FTA TERMS**

19 All contractual provisions required by Department of Transportation (DOT), whether or not
20 expressly set forth in this document, as set forth in Federal Transit Administration (FTA) Circular 4220.1F,
21 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
22 FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained
23 in this Agreement. CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply
24 with any requests, which would cause AUTHORITY to be in violation of the FTA terms and conditions.

25 **ARTICLE 34. FEDERAL CHANGES**

26 CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures

1 and directives, including without limitation those listed directly or by reference in the agreement between
2 the AUTHORITY and FTA, as they may be amended or promulgated from time to time during this
3 Agreement. CONSULTANT's failure to comply shall constitute a material breach of contract.

4 **ARTICLE 35. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

5 AUTHORITY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence
6 by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent
7 the express written consent by the Federal Government, the Federal Government is not a party to this
8 Agreement and shall not be subject to any obligations or liabilities to the AUTHORITY, CONSULTANT,
9 or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the
10 underlying Agreement. CONSULTANT agrees to include these requirements in all of its subcontracts.

11 **ARTICLE 36. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
12 **RELATED ACTS**

13 A. CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act
14 of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
15 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. Accordingly, by signing this
16 Agreement, CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has
17 made, it makes, it may make, or causes to be made, pertaining to the underlying Agreement of the FTA
18 assisted project for which this Agreement's work is being performed. CONSULTANT also acknowledges
19 that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or
20 certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil
21 Remedies Act of 1986 on the CONSULTANT to the extent the Federal Government deems appropriate.

22 B. CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious,
23 or fraudulent claim, statement, submission, or certification to the Federal Government under an
24 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
25 FTA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
26 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONSULTANT, to the extent the

1 Federal Government deems appropriate. CONSULTANT agrees to include this requirement in all of its
2 subcontracts.

3 **ARTICLE 37. RECYCLED PRODUCTS**

4 CONSULTANT shall comply with all the requirements of Section 6002 of the Resource
5 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
6 regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement
7 of the items designated in subpart B of 40 CFR Part 247. CONSULTANT agrees to include this
8 requirement in all of its subcontracts.

9 **ARTICLE 38. ENERGY CONSERVATION REQUIREMENTS**

10 CONSULTANT shall comply with mandatory standards and policies relating to energy efficiency,
11 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
12 Conservation Act.

13 **ARTICLE 39. CLEAN AIR**

14 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant
15 to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONSULTANT shall report each violation
16 to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the
17 appropriate EPA Regional Office. CONSULTANT agrees to include this requirement in all of its
18 subcontracts.

19 **ARTICLE 40. CLEAN WATER REQUIREMENTS**

20 CONSULTANT shall comply with all applicable standards, orders or regulations issued pursuant
21 to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONSULTANT shall
22 report each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn,
23 report each violation as required to assure notification to FTA and appropriate EPA Regional Office.
24 CONSULTANT agrees to include this requirement in all of its subcontracts.

25 **ARTICLE 41. DEBARMENT AND SUSPENSION**

26 CONSULTANT shall not do business with a subcontractor or other participant who is debarred,

1 suspended or otherwise disqualified. CONSULTANT shall comply with 2 CFR Part 180, as adopted and
2 supplemented by 2 CFR Part 1200. CONSULTANT shall include these requirements in any lower tier
3 covered transaction it enters into.

4 **ARTICLE 42. BUY AMERICA**

5 A. If the maximum cumulative payment obligation of this Agreement exceeds one hundred fifty
6 thousand dollars (\$150,000), CONSULTANT shall comply with the "Buy America" requirements of 49
7 U.S.C. Section 5323(j) and 49 CFR part 661, as amended, which provide that Federal funds may not be
8 obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in
9 the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

10 B. CONSULTANT shall furnish a Certificate of Compliance, conforming to the provisions of this
11 Article, for all steel and iron materials.

12 C. CONSULTANT shall ensure all subcontractors at every tier comply with these requirements.

13 **ARTICLE 43. LIQUIDATED DAMAGES**

14 If CONSULTANT fails to complete the work within the time specified in Article 4 of this Agreement,
15 or any AUTHORITY authorized extension thereof, the actual damage to AUTHORITY for the delay will
16 be difficult or impossible to determine. Therefore, in lieu of actual damages, CONSULTANT shall pay to
17 AUTHORITY as fixed, agreed-to liquidated damages for each calendar day of delay the sum of One
18 Thousand, Five Hundred Dollars (\$1,500.00). Alternatively, AUTHORITY may terminate this Agreement
19 in whole or in part as provided in Article 14 of this Agreement, and in that event, CONSULTANT shall be
20 liable, in addition to the excess costs provided in Article 14 of this Agreement, for such liquidated damages
21 accruing until such time as AUTHORITY may reasonably obtain delivery or performance of similar
22 supplies or services from a different source. CONSULTANT shall not be charged with liquidated
23 damages when the delay is determined to be excusable in accordance with Article 44 hereunder.
24 AUTHORITY shall ascertain the facts and extent of the delay and shall extend the time for performance
25 of the Agreement when in its judgment, the findings of fact justify an extension.

26 /

ARTICLE 44. FORCE MAJEURE

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act or omission by the other party; when satisfactory evidence of such cause is presented to the other party; and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

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1 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement No. C-1-3279 to be
2 executed as of the date of the last signature below.

3 **CONSULTANT**

ORANGE COUNTY TRANSPORTATION AUTHORITY

4
5 By: _____

By: _____

6 Darrell E. Johnson
7 Chief Executive Officer

8
9 **APPROVED AS TO FORM:**

10
11 By: _____

12 James M. Donich
13 General Counsel

14
15 **APPROVED:**

16
17 By: _____

18 Andrew Oftelie
19 Chief Financial Officer, Finance and Administration

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. DBE Participation

It is the CONSULTANT'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY's DBE program developed pursuant to these regulations.

CONSULTANT must complete and submit, within the specified timelines, the required DBE documentation in Section IV. of this Attachment, through the AUTHORITY's electronic reporting system (ECAT). CONSULTANT's submitted "DBE Participation Commitment Form," executed subcontracts and/or purchase orders, as well as on-going DBE documentation will be utilized to monitor CONSULTANT's DBE commitment. Unless otherwise directed and/or approved in writing by AUTHORITY prior, CONSULTANT must not effectuate any changes to its DBE participation commitment.

CONSULTANT must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY's U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONSULTANT'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY's DBE Program, CONSULTANT must:

- A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONSULTANT must apply and report its DBE goal commitment against the total Agreement value, including any change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), AUTHORITY has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY's DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORITY's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

CONSULTANT must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant. Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis

of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Recipient's disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
 - (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
3. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
 - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa";
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race";
 - iii. "Native Americans," which includes persons who are enrolled

- members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians”;
- iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong”;
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;”
 - vi. Women; and
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
4. **“Owned and Controlled”** means a business: (a) which is at least 51 percent owned by one or more “Socially and Economically Disadvantaged Individuals” or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more “Socially and Economically Disadvantaged Individuals”; and (b) whose management and daily business operations are controlled by one or more such individuals.
 5. **“Manufacturer”** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONSULTANT.
 6. **“Regular Dealer”** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
 7. **“Fraud”** includes a firm that does not meet the eligibility criteria of being a certified DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. AUTHORITY may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to

such action under 49 CFR, Part 31. AUTHORITY may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.

8. ***“Other Socially and Economically Disadvantaged Individuals”*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who, on a case-by-case basis, are determined by Small Business Administration or AUTHORITY to meet the social and economic disadvantage criteria described below.

B. “Social Disadvantage”

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

C. “Economic Disadvantage”

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

CONSULTANT must complete and submit within the specified timelines, the following DBE and Non-DBE documentation, electronically through the submission process detailed below:

Form/Electronic Submittal	Frequency of Submission	Process for Submission:
Monthly DBE Attainment and Subconsultant Prompt Payment Verification Report	Monthly by the 10 th of each month	Enter data and submit via ECAT to AUTHORITY
DBE Subcontract Agreements	Within ten (10) days of prime contract award, or with Request to Add for DBE firms added post-award	Upload Subcontract to Subconsultant profile and submit via ECAT to AUTHORITY
Request to Add Subconsultant	As needed (see instructions below)	Enter data and submit via ECAT to AUTHORITY
DBE Commitment Change Request(s)	As needed (see instructions below)	Enter data and submit via ECAT to AUTHORITY
On-Going Good Faith Efforts (GFE) Post-Award	As needed (see instructions below)	Upload GFE attachment and submit via ECAT to AUTHORITY
Final Report-Utilization of Disadvantaged Business Enterprises (DBE) and First-Tier Subconsultants	Within thirty (30) days from the date of project completion.	Enter data and submit via ECAT to AUTHORITY
Disadvantaged Business Enterprises (DBE) Certification Status Change	Within thirty (30) days from the date of project completion.	Enter data and submit via ECAT to AUTHORITY

A penalty of ten dollars (\$10) per day, per Form/Electronic submittal will be implemented for late submission of any of the above.

A. Monthly DBE Attainment and Subconsultant Prompt Payment Verification Data Submission

This submission serves to ensure CONSULTANT's DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service.

This submission further serves to monitor prompt payment to both DBE and non-DBE firms, and collect DBE utilization data as required under 49 CFR, Part 26.

CONSULTANT is required to enter data directly into ECAT and submit by the 10th of each month until completion of the Agreement. CONSULTANT's first submission is due following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONSULTANT must complete and submit Monthly by the required timelines.

If there is not a DBE goal and no DBE commitment has been made by CONSULTANT, CONSULTANT is required to enter data directly into ECAT and submit by bi-annually on April 10th and October 10th of each year. Additionally, upon completion of the contract, a final report must be submitted and marked final.

Data required for submission includes the amount(s) received by CONSULTANT from AUTHORITY and the amount(s) paid to lower-tier subconsultants during the Month. CONSULTANT to submit pertinent payment details for any firm (DBE and Non-DBE) to whom they have reported a payment within the reporting period. CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT's DBE attainment until the amount being claimed has been paid to the DBE.

Pertinent payment details include:

- Invoice Number
- Invoice Amount
- Payment Amount
- Invoice Date
- Check Number
- Date of Payment
- Corresponding Prime Invoice (associated to subconsultants' invoice)
- Retention
- Disputed or Withheld invoice amounts

If DBE trucking credit is being claimed, CONSULTANT must electronically report through ECAT the amount paid to DBE trucking companies and their lower-tier firms (including owner operators for the leasing of trucks). Pertinent payment details required for submission will include truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks paid during that month. If the DBE leases trucks from a non DBE, CONSULTANT may count only the fee or commission the DBE receives as a result of the lease arrangement.

Firms will receive a notification from ECAT when a payment is reported to them and will be required to log-in to ECAT to verify the payment information provided by CONSULTANT. A reported payment to a lower-tier DBE firm will not be credited towards the DBE goal until the DBE firm has validated the payment through ECAT. All payments reported by CONSULTANT must be validated by affected firm, prior to the 10th of each month following the reporting period.

Electronic submission of the Monthly DBE Commitment and Attainment Summary and Subconsultant Prompt Pay Verification Data includes a certification under penalty of perjury of the prompt payment assurance statement of compliance, providing assurance that timely payments have been issued to all subconsultants in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

B. DBE Subcontract Agreements

CONSULTANT must electronically submit to AUTHORITY via ECAT, copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONSULTANT must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

C. Additional DBE Firms

In the event CONSULTANT identifies additional DBE subconsultants not previously identified by CONSULTANT for DBE participation under the Agreement, CONSULTANT must notify AUTHORITY by filling out and submitting a "Request to Add," through ECAT. This will enable AUTHORITY to verify the firm's eligibility, capacity, CUF and scope of work. Proposed firms will not be applied towards CONSULTANT'S DBE participation until approved by AUTHORITY.

CONSULTANT must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation). This supporting documentation is a required upload by ECAT when submitting a Request to Add.

D. DBE Commitment Change Request(s), DBE Substitution, Termination and Increasing or Decreasing Commitment Values

CONSULTANT shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the CONSULTANT obtains AUTHORITY's written consent. CONSULTANT shall not terminate, decrease or substitute a listed DBE for convenience and perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, another DBE firm or obtain materials from other sources without prior written authorization from AUTHORITY. CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE on the DBE Participation

Commitment form, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY. This includes partial terminations.

CONSULTANT shall provide written notification to AUTHORITY in a timely manner of any changes to its anticipated DBE participation. This notice should be provided prior to the commencement of that portion of the work.

AUTHORITY shall only provide written consent to a request to use other forces or sources of materials if CONSULTANT has good cause to terminate or decrease its DBE commitment to a DBE firm. For the purposes of this section good cause includes any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on the requirements of the project.
2. Listed DBE firm fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of CONSULTANT.
3. Listed DBE firm fails or refuses to meet the CONSULTANT's reasonable, nondiscriminatory bond requirements.
4. Listed DBE becomes bankrupt or insolvent or exhibits credit unworthiness.
5. Listed DBE firm is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
6. AUTHORITY has determined that the listed DBE firm is not a responsible firm.
7. Listed DBE firm voluntarily withdraws from the project and provides written notice of its withdrawal.
8. Listed DBE is ineligible to receive credit for the type of work required.
9. Listed DBE owner dies or becomes disabled resulting in the inability of the DBE to perform the work on the Contract.
10. Other documented good cause that the Authority determines compels the termination (inclusive of decreases to commitment values and substitutions) of a DBE firm.

To submit a request to substitute, decrease or terminate a DBE subconsultant commitment, CONSULTANT is required to submit a DBE Commitment Change Request through ECAT. The DBE Commitment Change Request includes options to increase, decrease, substitute or terminate a DBE commitment.

If decrease, substitute or terminate is selected, CONSULTANT must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to decrease, substitute and/or terminate, and provide justification, allowing the DBE five (5) days to respond to CONSULTANT of the reasons, if any, why it objects to the proposed termination of its contract and why AUTHORITY should not approve CONSULTANT's request. The following documentation will be required by ECAT when submitting the DBE Commitment Change Request.

1. One or more of the good cause justifications listed above.
2. Notices from CONSULTANT to the DBE regarding the request.
3. Responses from the DBEs to CONSULTANT regarding the request.
4. Any documentation necessary to validate the good cause justification.
5. Proof of DBE certification of proposed firm (if requesting to substitute).
6. Written confirmation of work and amount signed by proposed firm (if requesting to substitute).

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONSULTANT within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONSULTANT. The substitute DBE must be certified as a DBE within the appropriate NAICS categories at the time of request for substitution.

CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY in writing. This includes partial terminations.

Should CONSULTANT elect to submit a good faith effort documentation in lieu of proposing additional DBE participation, AUTHORITY will review the documentation and provide a determination through ECAT to CONSULTANT stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed by AUTHORITY.

E. On-Going Good Faith Efforts Post-Award

During the term of the Agreement, CONSULTANT shall continue to make a Good Faith Effort (GFE) to ensure that DBEs have an opportunity to successfully perform in the Agreement, and that the CONSULTANT meets the DBE contract goal. These efforts shall include, but shall not be limited to, the following:

- a. Negotiating in good faith to attempt to finalize and execute a subconsultant agreement with the DBEs committed to;
- b. Continuing to provide assistance to DBE firms in obtaining bonding, lines of credit, etc.
- c. Notifying a DBE in writing of any potential problem and attempting to resolve the problem prior to formally requesting AUTHORITY approval to substitute the DBE.
- d. Paying all firms (DBEs and non-DBEs) in a timely manner, as listed in the Agreement specifications;

- e. Alerting AUTHORITY in a timely manner of any problems anticipated in attaining the DBE participation committed to in the proposal;
- f. If a DBE substitution is necessary, making a Good Faith Effort to replace the DBE with another DBE, subject to the approval of AUTHORITY.

Should CONSULTANT's DBE commitment fall below the DBE contract goal, submittal of good faith effort documentation will be required on a monthly basis until the goal has been met through executed DBE contract agreements. Documentation should include but is not limited to:

- a. Conducting market research to identify and solicit DBE firms that have the capability to perform the work on the Agreement. All reasonable and available means should be utilized. . This may include attendance at matchmaking meetings and events, advertising, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired and which are located in the area or surrounding areas of the project.
- b. CONSULTANT should solicit this interest as early in the process as practicable to allow the DBEs to respond to the solicitation and submit a timely proposal. CONSULTANT should determine with certainty if the DBEs are interested by taking appropriate steps to follow up on initial solicitations.
- c. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Agreement work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when CONSULTANT might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance.
- d. Effectively using the services of available minority/women community organizations; minority/women consultant groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

F. Final Report-Utilization of Disadvantaged Business Enterprises

Upon completion of the project, CONSULTANT must electronically designate their last Monthly DBE Attainment and Subconsultant Prompt Payment Verification Report as final and submit to the Authority utilizing ECAT within thirty (30) days from the date of project completion. The amount of ten-thousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

G. Disadvantaged Business Enterprises Certification Status Change

If a DBE subconsultant is decertified during the life of the project, the decertified subconsultant must notify the CONSULTANT in writing with the date of decertification and last date of work on the project while still certified. Within ten (10) days of receipt of decertification documentation, CONSULTANT must electronically furnish the written documentation to AUTHORITY via ECAT. Upon completion of the project, "Disadvantaged Business Enterprises Certification Status Change" must be signed and certified correct by the CONSULTANT indicating each DBE's existing certification status utilizing ECAT.

If there are no changes, CONSULTANT indicates "No Changes." The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project completion.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONSULTANT to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONSULTANT'S agreement, whichever is longer. These records will be made available for inspection upon request in accordance with Article 21 entitled "Access to Records and Reports", of this Agreement. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by posting CONSULTANT payment data to a website, database, or other place accessible to subconsultants to assist them in determining when they should expect to receive payment.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of proposal submission:

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program ("CUCP") at the time of proposal submission. A listing of DBEs certified by the CUCP is available the link to the CUCP web site, which can be accessed at:
<https://ucp.dot.ca.gov/licenseForm.htm>
2. A DBE may participate as a prime CONSULTANT, subconsultant, joint venture partner, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own work forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.

4. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONSULTANT is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
 1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the subconsultant is a certified DBE and performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONSULTANT'S DBE attainment.
 2. CONSULTANT is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
 - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a regular dealer; or
 - b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.
 3. The following types of fees or commissions paid to DBE subconsultants, Brokers, and Packagers may be credited toward CONSULTANT'S DBE attainment, provided that the fee or commission is reasonable and not excessive, as compared with fees or commissions customarily allowed for similar work including:
 - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Agreement;
 - b) Fees charged for delivery of material and supplies (excluding the cost of

- materials or supplies themselves), when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
- c) Fees and commissions charged for providing any insurance specifically required in the performance of the Agreement.
4. If the CONSULTANT listed a non-certified, 1st tier subconsultant to perform work on this Agreement, and the non-certified subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the Agreement. If a DBE CONSULTANT performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
5. CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT'S DBE attainment until the amount being claimed has been paid to the DBE.

VII. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY's U.S. DOT-assisted contracts. CONSULTANT is cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; by email at hotline@oig.dot.gov, or by mail to the following: DOT Inspector General, 1200 New Jersey Ave SE, West Bldg 7th Floor, Washington, DC 20590.

VIII. Dispute Resolution

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONSULTANTs violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONSULTANT shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONSULTANT and subconsultant agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

CONSULTANT and subconsultant further agree to proceed through informal meetings,

mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. INFORMAL MEETINGS:

AUTHORITY is available to assist CONSULTANT with coordination of informal meeting requests to assist in the resolution of disputes between CONSULTANT and subconsultant. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONSULTANT and subconsultant for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONSULTANT and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONSULTANT and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

IX. Administrative Remedies and Enforcement

CONSULTANT must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs," and ensure that all subconsultant, regardless of tier, are also fully compliant. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or

4. Disqualifying CONSULTANT from future proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONSULTANT identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONSULTANT will be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied with supporting documentation; and/or (2) Request a hearing with AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONSULTANT'S right to appeal. If CONSULTANT files an appeal, AUTHORITY, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If after review of CONSULTANT'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONSULTANT, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

EXHIBIT D: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed subconsultants and/or agent/lobbyist? Yes ____ No ____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ____ No ____
- Subconsultant Yes ____ No ____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ____ No ____

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your subconsultants, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Andrew Do, Chairman

Mark A. Murphy, Vice Chairman

Lisa A. Bartlett, Director

Doug Chaffee, Director

Barbara Delgleize, Director

Katrina Foley, Director

Brian Goodell, Director

Patrick Harper, Director

Michael Hennessey, Director

Gene Hernandez, Director

Steve Jones, Director

Joseph Muller, Director

Tam Nguyen, Director

Vicente Sarmiento, Director

Tim Shaw, Director

Harry S. Sidhu, Director

Donald P. Wagner, Director

EXHIBIT E: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS FORM

On the form provided below, Offeror/Bidder shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror/Bidder shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror/Bidder shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror/Bidder shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of the bid. Each form must be signed by an officer of the Offeror/Bidder confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Signature

Title

Date

**EXHIBIT F: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
REQUIREMENTS**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENTS**

1.0 DBE Goal

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **4%**.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1 Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3 Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4 Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6 Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 "Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 "Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 "Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - 3.3.2.6 Women; and
 - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

3.8 ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

- 3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
- 3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.
- 3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.
- 3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
- 3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
- 3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Proposer must complete and submit the following DBE Exhibit (form) with their proposal:

- DBE Participation Commitment Form

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)
- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)
- Bidders List

Required Forms	Submission
DBE Participation Commitment Form	Required at time of proposal
Written Confirmation (for each DBE firm listed on the DBE Participation Commitment Form)	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date

4.1 “DBE Participation Commitment Form” (Exhibit F-1)

The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The proposer shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value and scope of work listed on the DBE Participation Commitment Form. A signed quote or proposal from the DBE firm can be used in lieu of the written confirmation; however, the dollar amount and scope(s) in the quote/proposal, and the amount and scope reflected on the DBE Participation Commitment Form must match identically.

4.2 “DBE Information - Good Faith Efforts” (Exhibit F-2)

To be a responsible and responsive proposer, the proposer must make good faith efforts to meet the goal. The proposer can meet this requirement in two ways. (i) the proposer can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the proposer can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the proposer did not meet or obtain enough DBE participation to meet the DBE goal, the proposer must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the proposer made adequate good faith efforts to meet the goal.

If the proposer has met the DBE goal based on the participation of DBEs listed on the proposer’s “DBE Participation Commitment Form,” it is at the proposer’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the proposer’s eligibility for award of the contract if the Authority determines that the proposer failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the proposer made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the proposer is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

For further guidance, refer to instructions on Exhibit E-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR Part 26 - “Guidance Concerning Good Faith Efforts,” and the DBE Section of the Authority’s Pre-Proposal Power Point.

4.3 “Bidders List” (Exhibit F-3)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Proposers are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime proposer.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.



DBE PARTICIPATION COMMITMENT FORM

**THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE PROPOSAL AS A
CONDITION OF DBE RESPONSIVENESS**

NOTE: Refer to instructions on the reverse side of this form.

Proposer to Complete this Section

1. RFP No.: _____

2. Project Name/Description: _____

3. Prime Proposer Name: _____

4. Contract DBE Goal %: _____

5. Proposer's Total Bid Price _____
(If applicable)

Required DBE Commitment Information

6. DBE Firm (Name and Address)	7. DBE Certification Number	8. Description of Scope of Services/Work	9. Dollar Value (\$) or Percent (%) of Participation	10. Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment

Note: As a condition of responsiveness, the proposer is required to submit with the Proposal a written confirmation signed and dated from each DBE listed in Column 6 acknowledging that the DBE is participating in the contract for the specified dollar value (\$) or percent (%) and scope of work.

A quote or proposal from the DBE firm can serve in lieu of the written confirmation; however, the dollar and/or percentage amount in the written confirmation or quote/proposal and the amount shown on this form MUST match identically.

11. Total Dollar Value (\$) or Percent (%) of Eligible DBE Participation:

\$ _____

12. Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Proposal Price

_____ %

Proposer Assurance: The proposer certifies that information on this form is complete and accurate, that it has verified the listed DBE(s) certification status and is only crediting eligible DBE participation towards meeting the contract DBE goal.

13. Preparer's Name (Print)

14. Preparer's Signature

15. Preparer's Title

16. Date

()
17. Telephone No.

18. Email Address

INSTRUCTIONS - DBE Participation Commitment Form

Proposer is required to ensure all information is complete and accurate:

1. **RFP No.** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Prime Proposer Name** - Enter the proposer's firm name.
4. **Contract DBE Goal %** - Enter the contract DBE goal percentage.
5. **Proposer's Total Proposal Price** – Enter the proposer's total proposal price.
6. **DBE Firm** – Enter name and address of the proposed DBE firm. Identify all DBE firms being claimed for credit, regardless of tier.
7. **DBE Certification Number** - Enter the DBE's certification identification number. All DBEs must have a valid DBE certification at time of proposal due date.
8. **Description of Scope of Services/Work** – Enter the scope of services/work for each DBE firm listed to participate on this contract.
9. **Dollar Value (\$) or Percent (%) of Participation** - Enter the total dollar value or percent of participation for each listed DBE firm.
10. **Dollar Value (\$) or Percent (%) of Eligible DBE Participation/Commitment** - Enter the dollar value or percent of participation eligible to count towards meeting the contract DBE goal. This value should exclude work performed by lower tier subcontractors and account for the DBE's capacity based on their certification type in conformance with the DBE crediting provisions set forth in Title 49 CFR Part 26.55.
11. **Total Dollar Value (\$) of Eligible DBE Participation** - Enter the sum of all eligible participation listed in column 10.
12. **Eligible DBE Participation Represented as a Percentage (%) of Proposer's Total Price** - Enter the corresponding percentage of the total eligible DBE participation that the proposer is counting towards the proposer's DBE goal commitment (Formula: Item (11) Total Dollar Value (\$) of Eligible DBE Participation / Item (5) Proposer's Total Price = Proposer's DBE Goal Commitment Percent (%). If percent (%) is used in lieu of dollar value (\$) for Item (11), then Item (12) should equal percent listed in Item 11).
13. **Preparer's Name (Print)** - Clearly enter the name of the authorized person preparing the form on behalf of the proposer.
14. **Preparer's Signature** - Authorized person's signature.
15. **Preparer's Title** - Enter the position/title of the authorized person signing the form on behalf of the proposer.
16. **Date** - Enter the date the form is signed.
17. **Telephone No.** - Enter the area code and telephone number of the authorized person signing the form on behalf of the proposer.
18. **Email Address** - Enter the email address of the authorized person signing the form on behalf of the proposer.

NOTE: A firm is only eligible to count towards DBE participation in the NAICS codes contained within its California Unified Certification Program (CUCP) DBE Profile. Proposers are to verify that listed subconsultants contain DBE certification in the NAICS codes relevant to the scope they are being listed to perform.



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of 4% for this contract. The information provided herein shows that a good faith effort was made by _____(Proposer).

Proposer shall submit the following information to document adequate good faith efforts to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. Proposer should submit the following information even if the "DBE Participation Commitment Form" indicates that the proposer has met the DBE goal. This will protect the proposer's eligibility for award of the contract if Authority determines that the proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the proposer made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to proposal submission. Proposer to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

- A. Items of Work the Proposer Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the proposer, value of work items as a percentage of total contract work, breakdown of larger scopes of contract work (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the proposer's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation as follows (Provide documents that sufficiently evidence the efforts detailed below):

Description of Work Item	Proposer Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to repond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the proposer, the proposer solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, proposer to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. Rejected DBE Proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the proposer's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the proposer (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, proposer is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

- E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the proposer in response).

- F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, proposer to provide evidence of effort.

- G. Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, proposer to provide a list of any assistance provided to DBEs:

- H. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a proposer made adequate good faith efforts, the Authority will take into account the performance of other proposers in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary proposer, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Prime Proposer:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: _____yrs.
Contact Name:							
Address:							

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: _____yrs.
Contact Name:							
Address:							

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.

EXHIBIT G: RESTRICTIONS ON LOBBYING

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for

an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which

would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be

applicable.

- (2) Consultants may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of offeror) of
_____ that:
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20____

By _____
(Signature of authorized official)

(Title of authorized official)

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

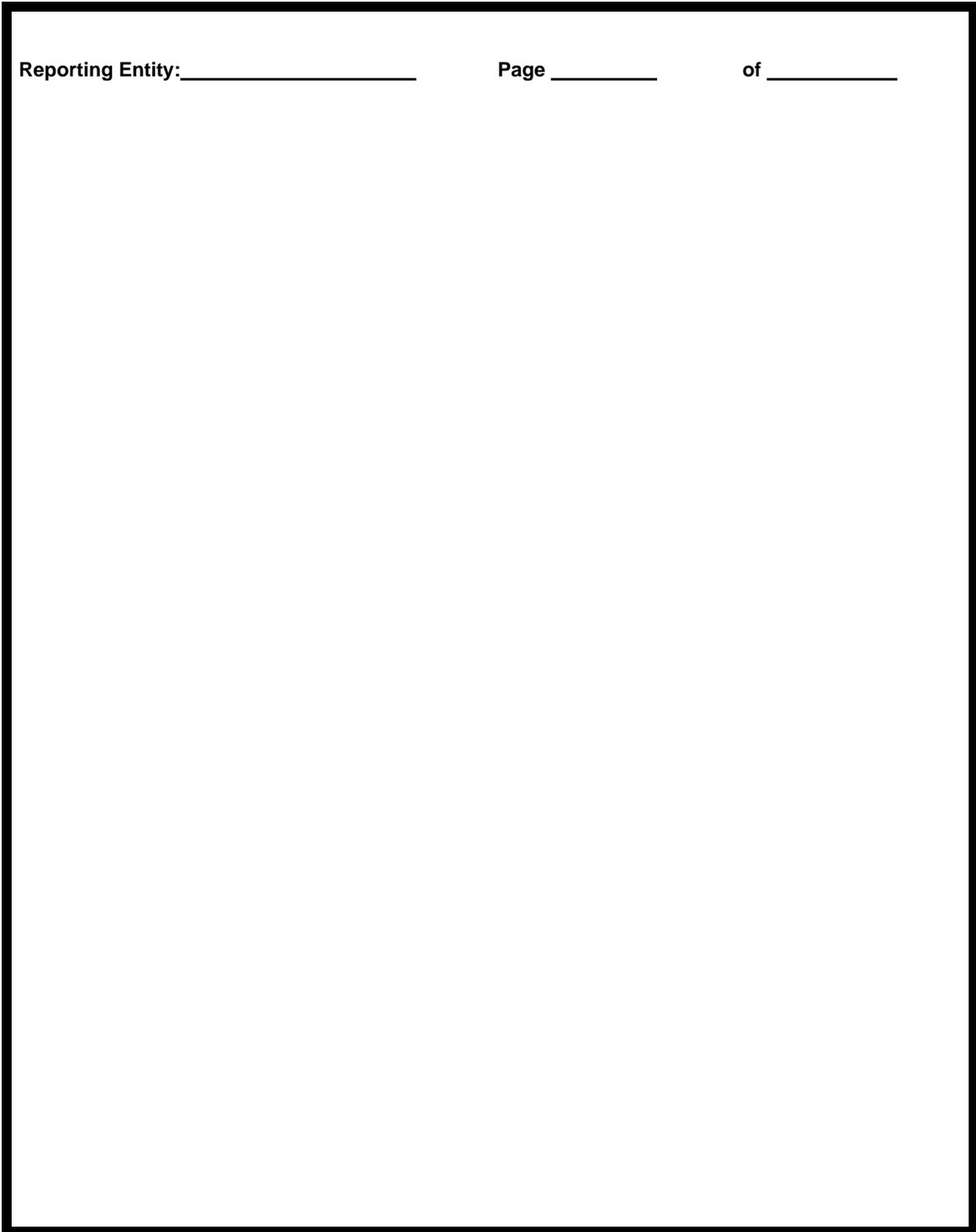
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

Approved by
OMB
003480045

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____



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EXHIBIT H: SAFETY SPECIFICATIONS

LEVEL 2 STANDARD HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC), requirements of this safety specification, project site requirements, and bus yard safety rules as well as all federal, state, and local regulations pertaining to scope of work or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be reason for termination of scope or agreements with the Authority, at the sole discretion of the Authority.

C. INJURY AND ILLNESS PREVENTION PROGRAM

The Contractor shall comply with CCR Title 8, Section with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

D. SUBSTANCE ABUSE PREVENTION PROGRAM

Contractor shall comply with the Policy or Program of the Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.

E. HAZARD COMMUNICATION PROGRAM

- 1. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of SDS for all applicable products used, if any. The program shall be provided to the Authority's Project Manager, upon request, within 72 hours.
- 2. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

F. STORM WATER POLLUTION PREVENTION PLAN

1. The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements. The program or plan if required by scope shall be provided to the Authority's Project Manager, upon request, within 72 hours.

G. DESIGNATED HEALTH, SAFETY, ENVIRONMENTAL (HSE) REPRESENTATIVE

1. Upon contract award, the contractor within 10 business days shall designate a health and safety representative and provide a resume and qualifications to the Authority project manager, upon request, within 72 hours.
2. This person shall be a Competent or Qualified Individual as defined by the Occupational, Safety, and Health Administration (OSHA), familiar with applicable CCR Title 8 Standards, and has the authority to affect changes in work procedures that may have associated cost, schedule and budget impacts.
3. The Contractor's HSE Representative is subject to acceptance by the Authority Project Manager, and the HSEC Department. All contact information of the HSE Representative (name, phone, and fax and pager/cell phone number) shall be provided to the Authority Project Manager, upon request, within 72 hours.
4. The Contractor's HSE Representative shall hold a current certification from the Board of Certified Safety Professionals (BCSP) and have five years of demonstrated construction/scope experience enforcing HSE compliance on construction, industrial or similar project scopes. The designated HSE Representative shall participate in any required HSE related submittals. The Authority reserves the right to allow for an exception and to modify these minimum qualification requirements for unforeseen circumstances, at the sole discretion of the Authority Project Manager and HSEC Department Manager.
5. Competent Individual means an individual who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees and/or property, and who has authorization to take prompt corrective measures to eliminate them.
6. Qualified Individual means an individual who by possession of a recognized degree, certificate, certification or professional standing, or who by extensive knowledge, training, and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the Project.

H. SCOPE PLANNING

Prior to any scope work activity or task, the Contractor shall evaluate the hazards of the scope of work and the work environment to ensure proper control measures are identified for employee public and property protection measures to prevent incidents. This evaluation shall be implemented by developing a written site specific Job Hazard Analysis (JHA) or similar tool designed for planning the work to prevent incidents. The plan shall be provided to the Authority's Project Manager, upon request, within 72 hours.

I. ORIENTATION

1. The Contractor shall conduct and document a project site safety orientation for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to performing any work on Authority projects. The safety orientation at a minimum shall include, as applicable, Personal Protection Equipment (PPE) requirements, eye protection, ANSI class 2 or 3 reflective vests, designated smoking, eating, and parking areas, traffic speed limit and routing, cell phone policy, and barricade requirements. When required by scope, additional orientation shall include fall protection, energy isolation/lock-out/tag-out (LOTO), confined space, hot work permit, security requirements, and similar project safety requirements.
2. Copies of orientation documents shall be provided to the Authority Project Manager within 72 hours upon request.

J. TRAFFIC & PARKING

The Contractor shall ensure that all Contractor vehicles, including those of their subcontractors, suppliers, vendors and employees are parked in designated parking areas, personal vehicles shall be parked in the employee parking lot, work vehicles required in the maintenance area of a bus base shall be identified by company name and/or logo, covered by the company insurance, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots. Vehicles without appropriate company name and logo are considered personal vehicles and not allowed in the maintenance area of the bus base.

K. GENERAL PROVISIONS

1. The Contractor shall provide all necessary tools, equipment, and related safety protective devices to execute the scope of work in compliance with Authority's HSEC requirements, CCR Title 8 Standards, and recognized safe work practices.
2. The Contractor shall immediately notify the Authority's Project Manager whenever local, state or federal regulatory agency personnel are identified as being onsite.

3. The Authority HSEC requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be pre-planned and performed, and safe conditions shall be maintained during the course of this work scope.
4. The Contractor shall specifically acknowledge that it has primary responsibility to prevent and correct all health, safety and environmental hazards for which it and its employees, or its subcontractors (and their employees) are responsible. The Contractor shall further acknowledge their expertise in recognition and prevention of hazards in the operations for which they are responsible, that the Authority may not have such expertise, and is relying upon the Contractor for such expertise. The Authority retains the right to notify the Contractor of potential hazards and request the Contractor to evaluate and, as necessary, to eliminate those hazards.
5. The Contractor shall instruct all its employees, and all associated subcontractors under contract with the Contractor who work on Authority property in the recognition, identification, and avoidance of unsafe acts and/or conditions applicable to its work.
6. California Code of Regulations (CCR) Title 8 Standards are minimum requirements, and each Contractor is encouraged to exceed minimum requirements. When the Contractor safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of the public and workers.

1.2 ENVIRONMENTAL REQUIREMENTS

- A. The Contractor shall comply with Federal, State, county, municipal, and other local laws and regulations pertaining to the environment, including noise, aesthetics, air quality, water quality, contaminated soils, hazardous waste, storm water, and resources of archaeological significance. Expense of compliance with these laws and regulations is considered included in the agreement. Contractor shall provide water used for dust control, or for pre-wetting areas to be paved, as required; no payment will be made by OCTA for this water.
- B. The Contractor shall prevent pollution of storm drains, rivers, streams, irrigation ditches, and reservoirs with sediment or other harmful materials. Fuels, oils, bitumen, calcium chloride, cement, or other contaminants that would contribute to water pollution shall not be dumped into or placed where they will leach into storm drains, rivers, streams, irrigation ditches, or reservoirs. If operating equipment in streambeds or in and around open waters, protect the quality of ground water, wetlands, and surface waters.
- C. The Contractor shall protect adjacent properties and water resources from erosion and sediment damage throughout the duration of the contract. Contractor shall comply with applicable NPDES permits and Storm Water Pollution Prevention Plan (SWPPP) requirements.

- D. Contractor shall comply with all applicable EPA, Cal EPA, Cal Recycle, DTSC, SCAQMD, local, state, county and city standards, rules and regulations for hazardous and special waste handling, recycling and/ disposal. At a minimum, Contractor shall ensure compliance where applicable with SCAQMD Rule 1166, CCR Title 8, Section 5192, 29 CFR Subpart 1910.120, 49 CFR Part 172, Subpart H, 40 CFR Subpart 265.16 and CCR Title 22 Section 6625.16. Contractor shall provide OCTA a schedule of all hazardous waste and special or industrial waste disposal dates in advance of transport date. Only authorized OCTA personnel shall sign manifests for OCTA generated wastes. Contractor shall ensure that only current registered transporters are used for disposal of hazardous waste and industrial wastes. The Contractor shall obtain approval from OCTA for the disposal site locations in advance of scheduled transport date.

1.3 INCIDENT NOTIFICATION AND INVESTIGATION

- A. The Authority shall be promptly notified of any of the following types of incidents including but not limited to:
 - 1. Damage incidents of property (incidents involving third party, contractor or Authority property damage);
 - 2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration), a minor injury, and near miss incidents;
 - 3. Incidents impacting the environment, i.e. spills or releases on Authority property.
- B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.
- C. A final written incident investigative report shall be submitted within seven (7) calendar days and include the following information. The Current Status of anyone injured, photos of the incident area, detailed description of what happened, Investigative photos of the existing conditions and area around the injury/incident scene, the contributing factors that lead to the incident occurrence, a copy of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of task planning documentation, copy of the Physician's first report of injury, copy of Cal/OSHA 300 log of work related injuries and illnesses, the Cal/OSHA 301 Injury Illness Incident Report, and corrective actions initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report provided to OCTA.
- D. A Serious Injury, Serious Incident, OSHA Recordable Injury/Illness, or a Significant Near Miss shall require a formal incident review at the discretion of the Authority's Project Manager. The incident review shall be conducted within

seven (7) calendar days of the incident. This review shall require a company senior executive, company program or project manager from the Contractors' organization to participate and present the incident review as determined by the OCTA Project Manager. The serious incident presentation shall include action taken for the welfare of the injured, a status report of the injured, causation factors that lead to the incident, a root cause analysis (using 5 whys and fishbone methods), and a detailed recovery plan that identifies corrective actions to prevent a similar incident, and actions to enhance safety awareness.

1. Serious Injury : includes an injury or illness to one or more employees, occurring in a place of employment or in connection with any employment, which requires inpatient hospitalization for a period in excess of twenty-four hours for other than medical observation, or in which an employee suffers the loss of any member of the body, or suffers any serious degree of physical disfigurement. A serious injury also includes a lost workday or reassignment or restricted injury case as determined by the Physician's first report of injury or Cal/OSHA definitions.
2. Serious Incident : includes but not limited to property damage of \$500.00 or more, an incident requiring emergency services (local fire, paramedics and ambulance response), news media or OCTA media relations response, and/or incidents involving other agencies (Cal/OSHA, EPA, AQMD, DTSC, Metrolink, FTA, FRA etc.) notification or representation.
3. OSHA Recordable Injury / Illness : includes and injury / illness resulting in medical treatment beyond First Aid, an injury / illness which requires restricted duty, or an injury / illness resulting in days away from work.
4. Significant Near Miss Incident : includes incidents where no property was damaged and no personal injury sustained, but where, given a slight shift in time or position, damage and/or injury easily could have occurred.

1.4 PERSONAL PROTECTIVE EQUIPMENT

Contractors, and all associated subcontractors, vendors and suppliers are required to provide their own personal protective equipment (PPE), including eye, head, foot, and hand protection, respirators, reflective safety vests, and all other PPE required to perform their work safely on Authority projects.

1.5 LANGUAGE REQUIREMENTS

The Contractor for safety reasons shall ensure employees that do not read, or understand English, shall have a bilingual supervisor or foreman when on the Authority property or projects.

1.6 WARNING SIGNS AND DEVICES

The Contractor shall provide signs, signals, and/or warning devices to be visible when and where a hazard exists. Signs, signals, and/or warning devices shall be removed when the hazard no longer exists.

1.7 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 1910 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. Construction Industry Institute (CII)
- E. Board of Certified Safety Professionals (BCSP)
- F. OCTA Yard Safety Rules

END OF SECTION

EXHIBIT I: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit A) and Proposed Agreement (Exhibit C). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No. : _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____



COMMITTEE TRANSMITTAL

October 11, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: Measure M2 Next 10 Delivery Plan: Market Conditions Key Indicators Analysis Forecast

Executive Committee Meeting of October 4, 2021

Present: Directors Do, Murphy, Bartlett, Hennessey, Jones, and Shaw
Absent: None

Committee Vote

This item was passed by the Members present.

Committee Recommendation

At the direction of the Board of Directors, the Orange County Transportation Authority monitors construction market conditions. Annually, a report on Market Conditions Key Indicators Analysis and Forecast is presented to the Board of Directors to provide insight into potential project delivery cost drivers that could affect the Measure M2 Next 10 Delivery Plan. The last effort was presented to the Board of Directors on November 9, 2020. An updated forecast has been prepared and a presentation on the results of this effort is provided.



October 4, 2021

To: Executive Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Measure M2 Next 10 Delivery Plan: Market Conditions Key Indicators Analysis and Forecast

A handwritten signature in blue ink, appearing to read "Darrell E. Johnson", is positioned to the right of the "From:" line.

Overview

At the direction of the Board of Directors, the Orange County Transportation Authority monitors construction market conditions. Annually, a report on Market Conditions Key Indicators Analysis and Forecast is presented to the Board of Directors to provide insight into potential project delivery cost drivers that could affect the Measure M2 Next 10 Delivery Plan. The last effort was presented to the Board of Directors on November 9, 2020. An updated forecast has been prepared and a presentation on the results of this effort is provided.

Recommendation

Continue to monitor market conditions key indicators and provide updates to the Board of Directors as appropriate.

Background

On November 7, 2006, Orange County voters approved the renewal of Measure M, the one-half-cent sales tax for transportation improvements. The Orange County Transportation Authority (OCTA) Board of Directors (Board) continues to advance the implementation of Renewed Measure M (M2) commitments by adopting a series of delivery plans. The delivery plans are designed to validate the ability to implement all projects and programs through 2041 as promised to the voters. The delivery plans consider the cost and timing of the transportation improvements, fluctuations in sales tax revenue projections, access to external revenue, and the use of bonding when necessary.

In 2016, the Board directed staff to acquire better insight into the construction market outlook. The intent was to provide insight into near-term construction market conditions in tandem with the revenue outlook to assist with prudent project delivery decisions. OCTA retained the Orange County Business Council (OCBC), led by Dr. Wallace Walrod, Chief Economic Advisor to OCBC,

and Dr. Marlon Boarnet, Professor and Chair of the Department of Urban Planning and Spatial Analysis at the University of Southern California.

The results of the initial analysis were presented to the Board in September 2017. The analysis identified several near-term cost indicators that could influence the construction market and, by extension, M2 project delivery. These included the pace of transportation construction programs in the neighboring counties (resulting in the strained supply of materials and workers), construction wage pressures, sustained low statewide unemployment, and residential construction demand. Overall, OCBC's analysis identified a strong potential that OCTA could experience an increasing cost environment in the near term.

Following the presentation, the Board directed staff to continue to work with OCBC to monitor and track the indicators and provide the Board with updates to cost risk factors for project delivery. In response, OCBC spent early 2018 analyzing trends and creating an Infrastructure Construction Cost Pressure Index (ICCPI) model. On September 10, 2018, OCBC presented its ICCPI model, and its forecast for 2018, 2019, and 2020 cost fluctuation ranges, to the Board.

Discussion

OCBC continues to monitor trends in material costs, labor costs, and general economic conditions and trends. Relevant data for each model component is analyzed to determine a range of potential cost impacts to update the forecast biannually. The fall 2021 update provides a three-year forecast through 2024. Attachment A summarizes the fall 2021 forecast and also includes prior forecasts for reference. The full report on the ICCPI model update is included as Attachment B.

The ICCPI model is designed to be a forecasting tool, with scores indicating public construction forecast cost fluctuation ranges. Index scores of two and three indicate somewhat normal inflationary environments. An index score of one is a low inflation/deflationary environment and, conversely, a score of four is a high inflation environment. Values of zero and five correspond to the extreme conditions observed in Orange County immediately before and during the Great Recession and the high-cost inflation environment that occurred in the building boom years of the early 2000s.

Using the ICCPI model, OCBC forecasts a score of four from 2022 through 2024, which represents a potential range of cost fluctuation of six to 11 percent.

OCBC Orange County Transportation ICCPI Score, 2022-2024		
Year	Index Score	Range of Cost Fluctuation
2022	4	6 percent to 11 percent
2023	4	6 percent to 11 percent
2024	4	6 percent to 11 percent

The updated forecast points to more volatile market conditions compared to the spring 2021 forecast as cost pressures have increased in the most recent data available. Major drivers include increases in building permits and, by correlation, the cost of materials. From 2018 through 2020, building permits in the State declined, but that trend has reversed and there was a sharp increase in 2021. Also, in previous updates, the pattern of material prices were mixed. More recent data reflect a more uniform trend of all material prices increasing due partly to market disruptions and those impacts to many industries as well as overall demand. Another factor that contributes to these inflationary pressures is unemployment. The spring 2021 update captured the sharp increase in unemployment due to the coronavirus (COVID-19) pandemic starting in 2020, which has since declined pointing to a potential additional cost pressure in the future. As in prior forecasts and especially with COVID-19, OCBC indicates that OCTA will also need to be aware and ready to respond to cost pressures that cannot be modeled. Examples of such forces include:

- Pent up demand may continue to drive costs higher,
- Shifting regulatory environment due to COVID-19, and
- Future potential economic shutdowns related to the COVID-19 spread and other variants.

Overall, OCBC’s analysis identifies a potential that from 2022 through 2024, OCTA may experience a high inflation cost environment. To mitigate potential cost pressures, OCTA’s Project Controls department monitors and adjusts project cost escalation assumptions according to market trends. Project Controls’ cost estimating process uses historical information, as well as current trends in the market, and follows a consistent and defined process. Looking back at the last 20 years, OCTA’s cost estimates have included a three percent escalation, which, on average during this timeframe, provided the appropriate escalation to deliver projects successfully. Currently, using 3.5 percent for construction escalation, as well as incorporating contingency based on the project type and complexity, is staff’s best estimate using industry standards on cost estimating. With extreme market fluctuations in the past year, staff recommends continuing this effort to monitor key indicators.

Summary

OCTA has prepared an update on construction market conditions to help with M2 project delivery planning. The update considers fluctuations in material costs, labor costs, and general economic conditions and trends. The Market Conditions Key Indicators Analysis and Forecast concludes that OCTA may experience a high inflation cost environment from 2022 through 2024.

Attachments

- A. Orange County Business Council, Orange County Transportation ICCI Score, Fall 2018 through Fall 2021 Forecasts
- B. Orange County Business Council, Orange County Transportation Infrastructure Construction Cost Pressure Index, Fall 2021, Prepared for the Orange County Transportation Authority

Prepared by:



Francesca Ching
Section Manager,
Measure M2 Program Management Office
(714) 560-5625

Approved by:



Kia Mortazavi
Executive Director, Planning
(714) 560-5741

**Orange County Business Council
Orange County Transportation ICCI Score
Fall 2018 through Fall 2021 Forecasts**

Orange County Business Council Orange County Transportation ICCI Score							
Year	Fall 2018	Spring 2019	Fall 2019	Spring 2020	Fall 2020	Spring 2021	Fall 2021
2018	4						
2019	3	4					
2020	3	3	3	3	0		
2021		3	3	2	1	1	5
2022			3	2	1	2	4
2023					3	4	4
2024							4

Range of Cost Fluctuations by Index Score			
Index Score	Low	Midpoint	High
0	-17%	-9.5%	-2%
1	-2%	-0.5%	1%
2	1%	1.5%	2%
3	2%	4%	6%
4	6%	8.5%	11%
5	11%	25.5%	40%

**Orange County Business Council
Orange County Transportation Infrastructure Construction
Cost Pressure Index
Fall 2021
Prepared for the Orange County Transportation Authority**

OCBC Research Team

Dr. Wallace Walrod – Chief Economic Advisor, Orange County Business Council
Dr. Marlon Boarnet – Professor and Chair, Department of Urban Planning and Spatial Analysis, USC

Background and Purpose

As a supplementary examination to the Next 10 Delivery Plan: Market Conditions Forecast and Risk Analysis study delivered by Orange County Business Council (OCBC) in September 2017, the Orange County Transportation Authority (OCTA) Board of Directors (Board) requested further study and exploration of potential cost fluctuations beyond existing cost analysis from the California Department of Transportation's (Caltrans) Construction Cost Index (CCI) and internal OCTA analysis. The OCTA Board requested an ongoing analysis of construction cost factors, with periodic updates. In response, the OCBC team developed the Orange County Transportation Infrastructure Construction Cost Pressure Index (ICCPI), which is updated every six months.

To develop the cost pressure index, the OCBC team analyzed annual trends in material costs, labor costs and general economic conditions to determine a range of potential cost increases with a time horizon that is typically three years into the future. The index updates begin by collecting relevant market data and indicators and then performing data analytics on to assess current cost pressure and forecast future cost pressure. In doing so, and providing these findings to OCTA's Board, more accurate budgets can be determined reducing the potential risk of cost pressure and project delivery slowdowns due to financial constraints. This September 2021 memo updates the March 2021 forecast of the Orange County Transportation ICCPI and provides annual cost pressure index forecasts for the remainder of 2021 and for 2022, 2023, and 2024.

Findings and Discussion

The most recent available input data were gathered to update the ICCPI. That includes annual 2020 data for the following index components: California's unemployment rate, California building permits, and the Caltrans index data on infrastructure construction materials costs. The 2021 values for building permits and unemployment rates were estimated from changes from second quarter 2020 to second quarter 2021 and construction wages from first quarter 2020 to first quarter 2021 – a period that spans from the coronavirus (COVID-19) recession to the 2021 second quarter recovery.

Orange County Business Council
Orange County Transportation Infrastructure Construction
Cost Pressure Index
Fall 2021
Prepared for the Orange County Transportation Authority

While that is an unusual time period, we believe that that period’s effects are most important for labor and materials markets that influence construction costs at the present time.

In March 2021, the Construction Cost Pressure Index predicted a low-inflation, close to zero cost-change environment for 2021, with cost pressures rising to six to 11 percent annual cost increases by 2023. The year-ago September of 2020 Construction Cost Pressure Index predicted similar low inflation (index of 1) environments in 2021 to moderate inflation by 2023 (index of 3).

Circumstances have changed substantially since the March 2021 update, as reflected in the new September 2021 index values in Table 1. Currently, with updated data, the new estimate for 2021 is an index value of 5, the highest inflation environment observed during the benchmark 1994-2017 time period, dropping to an index of 4 in 2022, 2023, and 2024.

Table 1: September 2021 Update to Three-Year Orange County Transportation ICCPI, with comparison to March 2021 and September 2020 index estimates

Year	Index (September 2021) with annual cost increase range	Index (March 2021) with annual cost increase range	Index (September 2020) with annual cost increase range
2020	not estimated	not estimated	0 (-17% to -2%)
2021	5 (11% to 40%)	1 (-2% to 1%)	1 (-2% to 1%)
2022	4 (6% to 11%)	2 (1% to 2%)	1 (-2% to 1%)
2023	4 (6% to 11%)	4 (6% to 11%)	3 (2% to 6%)
2024	4 (6% to 11%)	not estimated	not estimated

The index values correspond to ranges of forecast annual infrastructure construction cost increases, as shown in Table 2.

Forecasting Method

OCBC used a series of regression analyses and forward-looking projections to create the ICCPI. The ICCPI provides a ranking from 0 to 5, with each rank corresponding to a range of percent changes in overall construction costs. Table 2 below highlights each ICCPI ranking and the proposed range of cost fluctuations which have been provided on a low, midpoint, and high scale.

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Orange County Transportation Infrastructure Construction
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Table 2: OCBC Orange County Transportation ICCPI Scores

Implied Infrastructure Construction Cost Change, Orange County			
Index Value	Projected Annual Cost Increase, Low	Projected Annual Cost Increase, Midpoint	Projected Annual Cost Increase, High
0	-17%	-9.5%	-2%
1	-2%	-0.5%	1%
2	1%	1.5%	2%
3	2%	4%	6%
4	6%	8.5%	11%
5	11%	25.5%	40%

The ICCPI can range from 0 to 5, with values and the range of annual construction cost changes corresponding to each index value shown in Table 2. These ranges are built to be forecasting tools, with scores indicating public construction forecast cost increase. Values of 2 and 3 indicate somewhat normal inflationary environments. A value of 4 is a high inflation environment. A value of 1 is a low inflation/deflationary environment. Values of 0 and 5 correspond to the most extreme conditions observed in Orange County over the past three decades, and hence the ranges for those values are wide due to the unusual nature of the highly deflationary environment that occurred immediately prior to and during the Great Recession and the high-cost inflation environment that occurred in the building boom years of the early 2000s.

Methodology

To determine the Transportation ICCPI, the OCBC team started by aggregating several datasets, measures, and indicators on an annual basis as far back as 1972.

The index was built with the following key data inputs:

- California’s unemployment rate;
- Building permits in California;
- Selected construction materials costs for California, from Caltrans; and
- Orange County construction labor costs.

Orange County Business Council
Orange County Transportation Infrastructure Construction
Cost Pressure Index
Fall 2021
Prepared for the Orange County Transportation Authority

The OCBC team examined how the various measures and indicators of construction costs varied with changes and recent past trends in construction inflation. Using statistical analyses, the research team has built a forecasting model that projects forward cost increases and predicted cost increases are grouped into the categorical ranges shown in Table 2.

Recent Data Trends

Table 3 shows the recent data trends for three key components of the construction cost pressure index. From 2018 through 2020, building permits in the state declined. That has reversed sharply in the 2021 data. The estimated increase in building permits, 45.2 percent, is based on the change in permits from second quarter 2020 to second quarter 2021. This is a “trough” to “peak” comparison and so that increase based on quarterly changes likely exaggerates the annual growth. Still, building permits, which have been positively correlated with infrastructure construction costs, have shifted into a growth mode that will create inflationary pressures. The unemployment rate increased sharply in the first half of 2020 but has since declined. That drop in unemployment has also contributed to inflationary pressures. The change in Orange County construction salaries for 2021 is based in the change from first quarter 2020 to first quarter 2021 – again a “trough to peak” measure that will exaggerate annual changes. But the increase, less than one percent, is the lowest increase observed since we began forecasting the cost pressure index. In 2021, building permit and unemployment rate trends will contribute towards inflationary pressures. Construction salaries while currently estimated to see little growth in 2021, may see additional growth in the latter part of the year.

Table 3: Infrastructure Cost Correlates, Annual Percentage Changes, 2016-2021

Year	California Building Permits	% Change Year-on-Year	California Unemployment Rate	% Change Year-on-Year	OC Construction Labor Costs (avg. annual wage)	% Change Year-on-Year
2016	102,350	4.2%	5.5%	-11.6%	\$67,179	3.8%
2017	114,780	12.1%	4.8%	-12.9%	\$71,474	6.4%
2018	113,502	-1.1%	4.2%	-12.0%	\$74,669	4.5%
2019	109,904	-3.2%	4.1%	-3.4%	\$77,288	3.5%
2020	104,544	-4.9%	10.3%	153%	\$81,460	5.4%
2021	151,850*	45.2%	5.1%*	-50.2%	\$81,656**	<1%

* Estimated from Q2 change, 2020 to 2021, converted to annualized estimate

**Estimated from Q1 change, 2020 to 2021, converted to annualized estimate

Orange County Business Council
Orange County Transportation Infrastructure Construction
Cost Pressure Index
Fall 2021
Prepared for the Orange County Transportation Authority

The appendix shows annual changes in materials costs in recent years. Nearly all construction materials saw their price increase, with the most significant jump in structural steel (75.1 percent) and bar steel (62.1 percent). Only Portland Concrete Cement (PCC) pavement saw a decline in pricing of 5.3 percent. This is also a shift. In previous updates, the pattern of input costs was mixed, with some increases and some decreases. The pattern now trends more uniformly toward price increases for inputs and, in some cases (e.g., steel), large price increases. All price changes for 2021 in the appendix are also second quarter 2020 to second quarter 2021, and again while those are “trough to peak”, that reflects the current price pressure in the economy. These price increases and large swings in costs from quarter-to-quarter reflect the recent market disruptions which have been impacting many industries throughout the nation. We suggest continued modeling at sixth month intervals to keep up to date on these evolving trends.

The Caltrans CCI has experienced fluctuations in the past year largely related to the supply chain disruptions caused by the pandemic. While these fluctuations remain within past thresholds of growth and contraction experienced by the CCI, with quarter-over-quarter (measured from first quarter 2021 to second quarter 2021) at 21.4 percent and year-over-year (second quarter 2020 to second quarter 2021) growth at 12.4 percent, they are still indicative of a turbulent market and significant cost shifts.

Appendix: Changes in Infrastructure Materials Costs 2016-2020 (all values are percent year-on-year changes)

Year	Aggregate	PPC Pavement	PCC Structure	Steel Structure	Steel Bar
2016	9.4%	8.6%	7.7%	35.0%	26.3%
2017	24.2%	106.8%	26.8%	-21.0%	-51.0%
2018	18.9%	25.9%	17.2%	9.4%	-58.8%
2019	4.6%	-11.1%	-4.2%	53.6%	0.8%
2020	14.9%	-20.5%	10.0%	-9.3%	-36.2%
2021*	16.3%	-5.3%	62.6%	75.1%	9.0%

*The annual 2021 change in value represents the change between Quarter 2 2020 and Quarter 2 2021.

Measure M2 Next 10 Delivery Plan:
Market Conditions Key Indicators
Analysis and Forecast

Orange County Transportation Infrastructure Construction Cost Pressure Index, Fall 2021

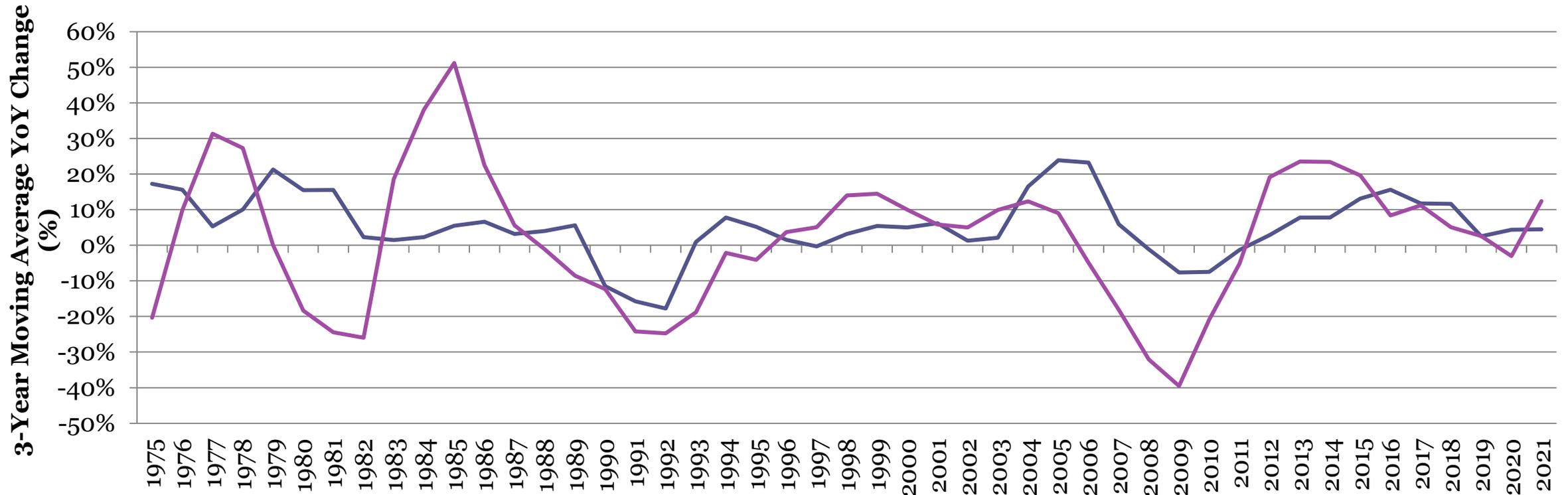
Orange County Business Council (OCBC)

September 2021

Orange County Transportation Infrastructure Construction Cost Pressure Index Model Components

- Economic Trends - State-level building permits and unemployment rate (Census and California Employment Development Department {EDD}).
- Material Costs - Construction aggregate, PCC pavement, PCC structural concrete, structural steel and bar steel (Caltrans).
- Labor Costs - Localized construction wages of NAICS defined sectors provided by Bureau of Labor Statistics (BLS).
- Economic Conditions - Tight economy in 2002-2005 and slack economy in 2007-2011.

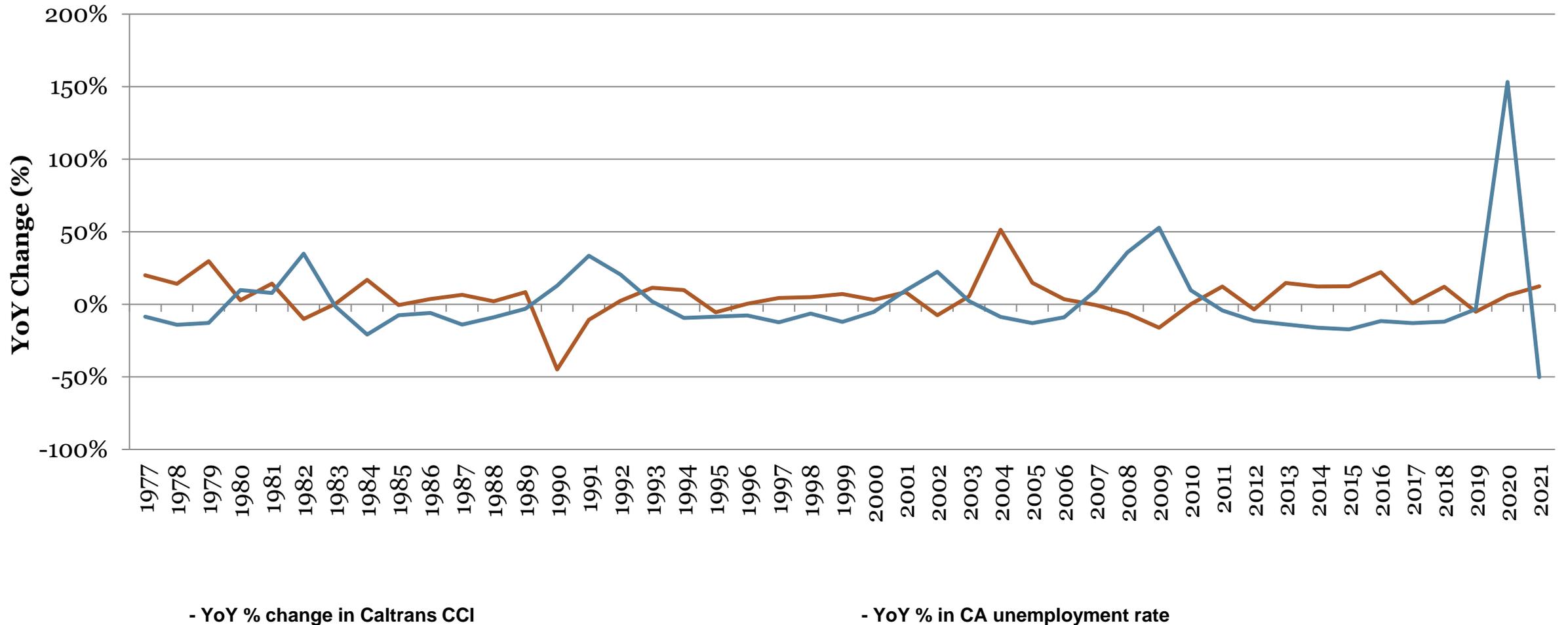
3-Year Moving Average of Year-Over-Year Percent Change in Caltrans CCI and Building Permits



- 3-year moving average of % of change in Caltrans CCI

- 3-year moving average of % of change in CA building permits

Year-Over-Year Percent Change in Caltrans CCI and CA Unemployment Rates



Forecast and Range of Orange County Transportation Infrastructure Cost Increases by Index Value

- 2021 - Forecasted Index Value: 5
- 2022 - Forecasted Index Value: 4
- 2023 - Forecasted Index Value: 4
- 2024 - Forecasted Index Value: 4

Range of Cost Fluctuations by Index Score			
Index	Low	Medium	High
0	-17%	-9.5%	-2%
1	-2%	-0.5%	1%
2	1%	1.5%	2%
3	2%	4%	6%
4	6%	8.5%	11%
5	11%	25.5%	40%

Impacts of the Pandemic Become Apparent

- Significant building permit issuance in Q1 2021 causes spike in estimate full-year building permits;
- California unemployment rates expected to continue to decline, sees slight jump in Q1 2021;
- Labor shortages push annual wages higher at the end of 2020; and
- Building materials (PCC structure and steel structure) see price jumps in 2021.

Year-over-Year Changes in California Building Permits, California Unemployment Rate and Orange County Construction Labor Costs, 2016-2021

Year	California Building Permits	% change year-on-year	California Unemployment Rate	% change year-on-year	OC Construction Labor Costs (avg. annual wage)	% change year-on-year
2016	102,350	4.2%	5.5%	-11.6%	\$67,179	3.8%
2017	114,780	12.1%	4.8%	-12.9%	\$71,474	6.4%
2018	113,502	-1.1%	4.2%	-12.0%	\$74,669	4.5%
2019	109,904	-3.2%	4.1%	-3.4%	\$77,289	3.5%
2020	104,554	-4.9%	10.3%	+153%	\$81,460	5.4%
2021*	151,850	45.2%	5.1%	-50.2%	\$81,656**	<1%

*2021 values projected from year-on-year changes in quarterly data, 2nd quarter 2020 to 2nd quarter 2021

** 2021 values projected from year-on-year changes in quarterly data, 1st quarter 2020 to 1st quarter 2021

Q1 – Quarter 1

OCBC Infrastructure Construction Cost Forecast

- Systematic Risks - currently experiencing large fluctuations due to COVID-19
 - Supply chain constraints
 - Direct measures of labor and materials cost continuing to fluctuate

OCBC OC Transportation Infrastructure Construction Cost Index Score, 2020-2024

Year	Index Score	Range of Cost Fluctuation
2021	5	11% to 40%
2022	4	6% to 11%
2023	4	6% to 11%
2024	4	6% to 11%

- Idiosyncratic Risks - not predictable and therefore not in model
 - Pent up demand may continue to drive costs higher
 - Shifting regulatory environment due to COVID-19
 - Future potential economic shutdowns related to COVID-19 spread/delta variant

Questions



October 11, 2021

To: Members of the Board of Directors

From: Darrell E. Johnson, Chief Executive Officer

Subject: Appeal to the Board of Directors to Protest Proposed Award of Contract: Request for Proposals 0-2690 Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Overview

The Orange County Transportation Authority has established a protest process as part of the Board of Directors-adopted Procurement Policy, which allows a proposer to appeal a contract award decision. A protest of the award of the contract for Request for Proposals 0-2690 Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County has been escalated pursuant to the Procurement Policy to the Board of Directors for its consideration and decision.

Recommendation

Rule on the protest from WSP USA Services, Inc., and provide whatever remedies that deems appropriate in its sole and absolute discretion.

Discussion

The Orange County Transportation Authority (OCTA) released Request for Proposals (RFP) 0-2690 on December 10, 2020. Three proposals were received on March 22, 2021. As a result of the evaluation of proposals submitted in response to RFP 0-2690, two firms were short-listed and interviewed: WSP USA Services, Inc. (WSP), and Cofiroute USA, LLC (Cofiroute).

At the Finance and Administration (F&A) Committee meeting held on July 28, 2021, the F&A Committee members deliberated and voted, 6 to 0 to approve the staff recommendation to award the contract for the subject services to WSP. At the August 9, 2021 Board of Directors (Board) meeting following additional deliberations, the Board voted, 10 to 6 to award the above referenced RFP to Cofiroute. This award was counter to the recommendation of the

Appeal to the Board of Directors to Protest Proposed Award of Contract: Request for Proposals 0-2690 Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

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evaluation committee and the F&A Committee, which both recommended award to WSP.

Following the Board action, WSP submitted a post-award protest on August 16, 2021, to OCTA Director of Contracts Administration and Materials Management (CAMM) in accordance with the Board-adopted Procurement Policy (Policy). The Director of CAMM denied WSP's protest on August 23, 2021. WSP then timely escalated its protest to OCTA Chief Executive Officer (CEO) on August 25, 2021, also in accordance with the Policy. The CEO denied the protest on August 30, 2021. Following the denial of the protest, WSP submitted a timely protest to the Board on September 3, 2021.

At the September 27, 2021 meeting of the Board, pursuant to the Policy, WSP made a presentation to the Board detailing their reasons for their protest. At that meeting, due to WSP asserting litigation should the Board not uphold their protest, the Board chose to take the protest under advisement in order to further consult with General Counsel in closed session at the October 11, 2021, meeting of the Board.

At the October 11, 2021 meeting, the Board will once again consider the protest from WSP and rule on the protest. Even though the Board is once again considering the protest, the Policy does not afford WSP another opportunity to make a presentation as that was made at the September 27, 2021 meeting.

Any ruling on the protest is the final administrative step provided in the Policy and the decision of the Board is final.

Summary

Staff recommends the Board of Directors consider the protest submitted by WSP USA Services, Inc., and provide a ruling on the protest and provide whatever remedies the Board of Directors deems appropriate in its sole and absolute discretion.

Appeal to the Board of Directors to Protest Proposed Award of Contract: Request for Proposals 0-2690 Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Page 3

Attachments

- A. Appeal to the Board of Directors to Protest Proposed Award of Contract: Request for Proposals 0-2690 Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County
- B. Letter from Michael Rizzo and Aaron S. Ralph, Counsel for WSC USA Services, Inc., to Darrell E. Johnson, Chief Executive Officer, and Bob Webb, Contracts Administration and Materials Management, Orange County Transportation Authority, re: Escalation of Protest of WSP USA Services, Inc. to Award of RFP 0-2690 Back Office System and Customer Service Operations Services (BOS/CSC) for the 405 Express Lanes in Orange County, dated August 25, 2021
- C. Committee Transmittal dated August 9, 2021, and Staff Report dated July 28, 2021: Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Prepared by:



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Approved by:



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August 16, 2021

VIA Hand Delivery

Orange County Transportation Authority
Contracts Administration and
Materials Management Department
600 South Main Street, 4th Floor
Orange, California 92688
Attention: BID PROTEST

Re: Protest of WSP USA Services, Inc. to Award of RFP 0-2690 Back Office System and Customer Service Operations Services (BOS/CSC) for the 405 Express Lanes in Orange County

Dear CAMM Management:

On behalf of our client WSP USA Services, Inc. (WSP USA), we hereby submit this protest of an intended contract award under Request for Proposal (RFP or Solicitation) No. 0-2690. We furnish the protest in accordance with the Orange County Transportation Agency¹ Contract Administration and Materials Management (CAMM) Procedures, Rev. 15 (July 2020), Paragraph Q (Vendor Protests)² and CAMM Policy Manual, Rev. 13 (August 2019), Section IV, E, 7. *See* Exhibit 2 (hereafter “the Manual”). Under these procedures, WSP USA had seven (7) calendar days from the date of “selection/award” to tender this protest. The OCTA Board of Directors voted to award the 405 Express Lane Back Office Contract (the Contract) to Cofiroute USA (CUSA) on Monday, August 9, 2021. This August 16, 2021 Protest, therefore, is timely and should be included in your Agency’s administrative record.

¹ Hereafter either “OCTA,” “the Authority,” “the Agency,” or “your Agency.”

² Exhibit 1. We attach only the excerpts of this provision because we do not have a full copy of the CAMM Procedures.

Summary of Protest and Resolution Sought: The Contract has federal, state, and local funding. We demonstrate herein that, during the process that led to the Board of Directors' August 9, 2021, vote to award the Contract to CUSA, OCTA impermissibly deviated from the evaluation criteria it published, approved, and committed to use to judge the merits of the parties' proposals when it disregarded the unanimous votes of both the Evaluation Committee³ and the Finance and Administration Committee (Finance Committee) to award the contract to WSP USA. We show that CUSA violated a mandatory RFP term by failing to disclose financial campaign contributions of CUSA agents as required in the RFP. We also establish that CUSA and its agents again violated the RFP when they did not comply with the OCTA Code of Conduct as required. For these reasons, or any one of them alone, OCTA should rescind the August 9, 2021, vote in favor of CUSA and, instead, immediately begin negotiations with WSP USA to finalize the Contract. As we explain in detail *infra* at pages 19-20, we believe no other resolution will assist OCTA's mission of allowing the public to use the I-405 Express Lanes within the Agency's desired time frame. Accordingly, no other resolution will allow the Agency to timely repay, through toll revenue, the federal loans it has accepted. And no other resolution will promote federal, state and local competition requirements designed to promote and reward fair competition.

I. Name and Address of Protester

WSP USA Services, Inc.
1100 W Town and Country Road, Suite 200
Orange, CA 92868

II. Solicitation Number and Project Description

REQUEST FOR PROPOSALS (RFP) 0-2690 Back Office System and Customer Service Operations Services (BOS/CSC) for the 405 Express Lanes in Orange County

III. Statement of the Grounds for Protest and All Supporting Documentation

In this subsection, we brief the grounds for this protest and provide citations to the supporting documentation and evidence. We provide a comprehensive exhibit list

³ The RFP Evaluation Committee's three OCTA representatives and three external members included subject matter experts with professional experience evaluating and overseeing back office system and customer service center operations providers. Two of the OCTA representatives worked for the Express Lanes Program and one worked for OCTA's Highways Program. With respect to the external members, one came from the Metropolitan Transportation Commission, another from the Kansas Turnpike Authority, and the third from the Santa Clara Valley Transportation Authority. *See* Exhibit 3, at p. 16, Attachment A; Exhibit 12 (RFP Addendum 10), Section III.B, at p. 32.

at Appendix A. The exhibit list fully describes each document referenced, so we provide only short citation to each exhibit in the body of this section. We furnish electronic copies of each exhibit on the flash drive that accompanies this protest.

A. Introduction to Argument

During calendar year 2015, the OCTA Board of Directors approved the commencement of a design-build Interstate 405 (I-405) improvement project commonly referred to as DB 405. *See* Exhibit 3, Staff Report, at pp. 1-2. In accordance with its plans, the improvement project was intended to add (1) a general purpose lane to I-405 between State Route 73 (SR73) and Interstate 605 (I-605), and (2) another lane in each direction of I-405 (also between SR73 and I-605) that will combine with existing high occupancy vehicle lanes to provide dual express lanes (405EL). *Id.*

OCTA funded DB 405 initial planning and finance efforts during 2015-2016. Following the conclusion of these preliminary efforts, on June 22, 2020, the OCTA Board of Directors approved the release of solicitation number 0-2352 (the “June 22, 2020 RFP”)⁴ to select a private company to provide back office system and customer support services for 405EL. *Id.* at p. 3. The Agency then conducted additional market outreach and, following that, issued the operative RFP (solicitation number 0-2690) on December 10, 2020 (the “December 10, 2020 RFP”).⁵ Both RFPs sought design, development, implementation and maintenance of a back office system (BOS) and customer service center (CSC) for 405EL. Both RFPs also required bidders to propose toll-related services such as back-office software; a telephone system; violations and processing collections methodology; customer account management; financial management; and transponder inventory management, among other services. Exhibit 3, at p. 3.

OCTA released the June 22, 2020 RFP only after its Board of Directors voted to approve it. *Id.* OCTA also released the December 10, 2020 RFP following a Board approval vote. Both votes necessarily included a commitment by OCTA to follow specific evaluation criteria. The RFP evaluation criteria did not change from June to December. The criteria mandated by the Board had five components:

- Qualifications, related experience and references (15% of the evaluation):

⁴ The June 22, 2020 RFP is Exhibit 13. OCTA cancelled this initial solicitation because it “didn't get sufficient response in the marketplace because people assumed that it was ... just kind of a flat slam-dunk towards Cofiroute.” *See* Exhibit 5, Board Transcript, at 31:20-31:25 (Director Hennessey); *see also* Exhibit 3, at p. 3 (“Based upon insufficient competition for this procurement, General Counsel notified the Board that after consultation with Executive Management, it would be in the best interest of OCTA to cancel RFP 0-2352 in November 2020.”).

⁵ Cited references are to the December 10, 2020 RFP (Exhibit 4) unless otherwise stated.

- Staffing and project organization (15%);
- Implementation work and technical approach to the BOS (30%);
- CSC operations and work plan approach (20%); and
- Cost and price (20%).

Id. at p. 4; *see also* Exhibit 4, at pp. 28-30; Exhibit 13, at pp. 28-30.

In fact, these evaluation criteria never changed. The weights assigned to each criterion never changed either. Most notably, the cost and price criterion weight was 20 percent from the initial June 22, 2020 RFP release date until August 9, 2021, when the OCTA Board (1) deviated from the evaluation criteria it committed to use to judge the merits of the parties' proposals, and (2) disregarded both the Evaluation Committee's and Finance Committee's unanimous votes to award the contract to WSP USA. "Familiarity," "comfort with an incumbent vendor," and "having one vendor lead both SR91 and I-405" were not and never became evaluation factors OCTA could legally consider.

The RFPs approved by the OCTA Board of Directors also made clear that OCTA would receive project funding from the United States Department of Transportation – thereby implicating federal law, federal regulation, federal public policy and federal agency oversight. Quite obviously, a failure to adhere with federal requirements jeopardizes federal funding going forward.

OCTA received three proposals by the December 10, 2020 RFP's March 22, 2021 deadline. It deemed two of the proposals responsive: the proposal submitted by WSP USA and a competing proposal submitted by CUSA. *See* Exhibit 3, at p. 4. The Evaluation Committee conducted discussions with both offerors on May 19, 2021, to gain a better understanding of each proposal and the parties' respective qualifications. *Id.* at p. 5. Pursuant to OCTA's request, both parties submitted best and final offers on June 10, 2020. Your Agency's Evaluation Committee scrutinized both offers between that date and July 14, 2021. *Id.* at pp. 1, 5. This Evaluation Committee prepared a detailed report outlining – by each of the five required evaluation factors – how it scored the proposals. *Id.* at p. 17, Attachment B.

- Both CUSA and WSP USA received a score of 12.25 on the qualifications, experience and references criterion.
- WSP USA received substantially higher scores for staffing approach (11.75 to 9.5); the BOS work plan (23 to 20.5); and the CSC work plan (16.67 to 14.67).
- CUSA narrowly defeated WSP USA on cost/price (20 to 19.44).

The Evaluation Committee was particularly impressed with the WSP USA staffing plan. The Evaluation Committee noted that “all proposed key personnel from WSP have at least ten years of experience, with six having over 20 years of experience. *Id.* at p. 8. The committee expressed strong reservations about CUSA’s proposed staffing (*id.* at p. 9):

[S]ome of the proposed key personnel did not demonstrate the required experience. The CSC operations manager in the implementation phase brings forth nearly 30 years of experience in CSC operations; however, she has limited tolling industry experience. The proposed QA manager for both phases currently serves as the roadside coordinator for the 91EL Traffic Operations Center but has limited QA experience. CUSA’s interview and demonstration supported the firm’s relevant experience, staffing, technical approach, and Project understanding. However, after the interviews, questions remained about the risk involved in CUSA’s plan to promote employees from within with limited or no directly-relevant experience for key positions and utilizing employees who are currently supporting the 91EL operations.

The Evaluation Committee also demonstrated a thorough understanding of the different interactive voice response technologies (IVR) that each party proposed for BOS implementation. In its proposal, WSP USA revealed that it planned to employ a more advanced technology developed by a vendor named TTEC. WSP USA decided to use TTEC to obtain a competitive advantage after learning about TTEC’s successful IVR deployment at Ford Motor Company, FedEx, Qantas Airlines, Citizen’s Bank, Nissan, and Volkswagen.⁶ The scoring shows that the committee deemed WSP USA’s BOS and CSC implementation approach superior to CUSA, which proposed the IVR technology it introduced in 2019 and currently uses on a SR91 project. *See Exhibit 3, at pp. 10-11.*

WSP USA earned a total score of 83 points. CUSA received 77 points. Thus, the Evaluation Committee, in the report endorsed by OCTA Chief Executive Officer Darrell Johnson (Exhibit 3), unanimously recommended to the Board of Directors, through the Finance Committee, that OCTA make an award to WSP USA. *Id.* at p. 14, Attachment B.

⁶ As we demonstrate *infra*, CUSA speculated incorrectly that WSP USA would use technology furnished by Electronic Transaction Consultants Corporation (ETC). CUSA’s lobbyists then misinformed the Board of Director members. Unfortunately, certain directors who voted for CUSA relied on the information provided by CUSA’s agents and made grossly inaccurate statements about WSP USA’s proposed technology during the August 9 Board meeting.

The next step in the process involved oversight by the Finance Committee.⁷ Following its July 28, 2021 deliberations, the Finance Committee unanimously voted to make the recommended Contract award to WSP USA. Of course, the Finance Committee has particular expertise in price and cost – the fifth evaluation factor (with a 20 percent weight). It noted that WSP USA proposed a higher price than did CUSA. The committee understood, however, that given WSP USA's superiority in personnel, strategy and technology, WSP USA nonetheless offered the taxpayers of Orange County a better value. We urge your Agency to listen again to these deliberations. We attach that audio file here:
http://octa.granicus.com/player/clip/2064?view_id=2&redirect=true (see Item 11 at 7:30-53:20).

Recognizing the uphill battle it faced, CUSA then unleashed its lobbyists on the OCTA Board of Directors. We understand that between July 28, 2021 (the date the Finance Committee convened), and August 9, 2021 in particular, those lobbyists met repeatedly with OCTA Board members. As we demonstrate, they were persistent. They spread misinformation in those meetings and in written communications – including in a letter CUSA submitted to each Board member the evening (a Sunday) before the August 9 vote. See Exhibit 7. The lobbyists played up the importance of the relationships CUSA had formed during its performance of an SR91 project, even though such relationships were not a permissible evaluation criterion. The lobbying efforts proved successful. On August 9, by a tally of ten to six during a second vote that followed a deadlock, the Board voted that CUSA, not WSP USA, should be awarded the Contract.

These events implicate three significant issues that WSP USA seeks to resolve through this protest. First, the Board of Directors did not stay within the limits of its authority. The Board had authority to approve the Evaluation Committee's recommendation. The Board also had authority to reject the recommendation and, consequently, remand the contract award recommendation to the Evaluation Committee for further deliberations *consistent with the evaluation criteria*. It even had authority to defer the vote for any reason or none at all. The Board, however, did not have authority under OCTA's rules to disregard unanimous recommendations supported by subject matter experts who carefully scrutinized the parties' proposals, and instead direct the Contract award to CUSA. But that is precisely what the Board did.

Second, even if the Board had authority to direct the Contract award to CUSA, the Board needed to establish its decision on the basis of the mandatory RFP evaluation criteria the Board approved on two occasions during the past 14 months.

⁷ The Finance Committee is comprised of the following six members of the Board: Michael Hennessey, Steve Jones, Brian Goodell, Patrick Harper, Gene Hernandez, and Joseph Muller. See <http://www.octa.net/About-OCTA/Who-We-Are/Board-of-Directors/Board-Committees/>.

That did not happen. In fact, many of the reasons that Board members cited to vote for CUSA are either altogether absent from these criteria or contrary to them. Chairman Do explained that, while CUSA would need to “scale up” from what it had proposed to meet the requirements, its 20 years of service to the Agency were enough to influence his vote. Director Chaffee voted for CUSA on the basis of his subjective preference that the OCTA use the same vendor on both the SR91EL and 405EL projects. Moreover, when explaining that he was likely to vote against the Evaluation Committee’s recommendation, Director Chaffee discussed an unsubstantiated concern about an event that allegedly occurred 10 years earlier in Washington state. Even if this event were true (we show herein it was not), the event was not subject to consideration given the RFP’s limitation to evaluate events of this type to the previous five years. Director Wagner focused largely on the slight price difference to support CUSA, seemingly unpersuaded by the fact that price/cost should be given only 20 percent weight.⁸ We highlight these and other examples of Board members using their own subjective criteria in lieu of the published evaluation criteria the Section III.C.1.d, *infra*.⁹

Finally, CUSA has lobbying and campaign contribution disclosure issues that require rectification. On the lobbying issue, CUSA agreed that it would comply with OCTA’s Code of Conduct. That Code of Conduct (Exhibit 6) requires honesty and integrity in the communication of bidders and their agents. CUSA’s lobbyists did not communicate with honesty. They inaccurately characterized a WSP USA subcontractor’s performance in Washington state. They misrepresented the maturity of WSP USA’s proposed technology. They also misrepresented that WSP USA had not implemented its technology in like circumstances. On the campaign contribution issue, CUSA failed to disclose certain contributions made by CUSA’s lobbying agents. Because CUSA violated mandatory RFP provisions tied to these issues, it submitted a non-responsive bid and should be disqualified.

Contractors and agencies within California – particularly those who use federal funds – must follow federal, state and local rules. When an agency’s Board of Directors does not adhere strictly to the authority vested in it, California’s courts resolve that failure by ordering the agency to follow its rules. Further, California courts do not allow agencies to award contracts on the basis of personal preferences

⁸ Exhibit 5 is a verbatim transcript of the August 9, 2021, Board meeting that WSP USA prepared, using Veritext Legal Solutions, for your convenience. We cite to that transcript throughout. We also attach here the link to the August 9 audio recording so your Agency can substantiate the veracity of WSP USA’s transcript citations:
http://octa.granicus.com/player/clip/2070?view_id=2&redirect=true.

⁹ Notably, there also is no evidence that any dissenting Board member has specialized education, training or experience in evaluating technical or cost proposals for back office system technology and customer service operations. No Board member made it clear that she or he had read the proposals either.

missing from or contradictory of established evaluation criteria. Finally, California courts have made clear that agencies cannot award contracts to companies that violate mandatory RFP requirements – particularly those related to important public policy concerns such as lobbying and campaign contribution disclosure.

WSP USA respectfully requests a fair and impartial review of this protest at the administrative level so WSP USA does not need to involve California courts to resolve these issues. WSP USA is confident that such a review will result in a contract award to WSP USA – the Evaluation and Finance Committees’ unanimous selection based on Board-approved selection criteria, and the only responsible and responsive bidder.

B. Relevant Legal, Regulatory, and Contract Provisions

In Appendix B, we furnish the full text of the applicable California statutes and regulations we refer to in this protest so you can review them as you consider the protest grounds. We also furnish the substance of the Contract provisions cited herein and implicated by the protest issues. *See* Appendix B.

The CAMM Manual requires the OCTA to maintain a Procurement History File for this and every RFP. *See* Exhibit 2, Section II.K, p. 9. WSP USA’s outstanding Public Records Act request seeks the documents in this file. We intend to add the OCTA’s Procurement History File to WSP USA’s exhibits following receipt of them. We indicate on the Exhibit List (Appendix A) that these documents will become Exhibit 15 when we supplement WSP USA’s Protest Exhibits.

C. Argument

As we demonstrate in Argument 1 below, the Board of Directors did not stay within the authority granted to it under controlling OCTA regulations when it voted to award the Contract to CUSA. The Board of Directors also disregarded the evaluation criteria that it previously approved, twice, in voting to award the contract to CUSA. For these reasons, we respectfully request a CAMM recommendation that OCTA rescind the vote to award the Contract to CUSA and direct the award to WSP USA.

1. The Board Presented No Legally Valid Reason to Deviate from the Evaluation Committee’s Unanimous Recommendation to Award the Contract to WSP USA

The Evaluation Committee adhered with applicable law and mandatory evaluation criteria. By contrast, the Board of Directors disregarded the evaluation criteria and decided, on the basis of comfort and prior relationships, that the Agency should award the Contract to CUSA. The Evaluation Committee acted legally and

objectively. The Board of Directors departed from the rules established to ensure a fair playing field and, on that basis, acted arbitrarily.

a. **The Evaluation Committee Determined the Agency Should Award the Contract to WSP USA on the Basis of the Evaluation Criteria**

The Evaluation Committee brought together technical experts from a variety of organizations, including OCTA's Express Lanes Programs and Highways departments, the Metropolitan Transportation Commission, Kansas Turnpike Authority, and Santa Clara Valley Transportation Authority. *See* Exhibit 3, p. 4; *see also* Exhibit 12, (RFP Addendum 10), Section III.B, at p. 32 (describing the committee composition). This committee conducted a multi-phase review of the proposals. An initial review was conducted on May 4, 2021. Interviews and technology demonstrations were then held with WSP USA and CUSA on May 19, 2021, followed by a review of best and final offers on June 10, 2021. *See* Exhibit 3, pp. 3-5.

The Evaluation Committee's review was extensive and thoroughly explained in a 27-page letter. *See* Exhibit 3. As summarized in the following matrix, after its comprehensive assessment of the proposals against the stated evaluation criteria, the evaluators unanimously found WSP USA's proposal to be superior to CUSA's:

FIRM: WSP USA Services Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications, Related Experience, and References of Firm	4.00	4.50	4.00	4.50	4.00	3.50	3.00	12.25
Staffing/Project Organization	4.00	4.00	4.00	3.50	4.00	4.00	3.00	11.75
Implementation Work Plan and Technical Approach to BOS*	4.00	4.00	4.00	3.50	3.50	4.00	6.00	23.00
CSC** Operations Work Plan and Approach	4.00	4.00	4.00	4.50	4.50	4.00	4.00	16.67
Cost and Price	4.86	4.86	4.86	4.86	4.86	4.86	4.00	19.44
Overall Score	83.4	84.9	83.4	82.4	82.4	81.9		83

FIRM: Cofiroute USA, LLC							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications, Related Experience, and References of Firm	4.00	4.50	3.50	4.00	4.50	4.00	3.00	12.25
Staffing/Project Organization	3.50	3.00	2.50	3.00	3.50	3.50	3.00	9.50
Implementation Work Plan and Technical Approach to BOS*	3.50	3.50	3.00	3.00	4.00	3.50	6.00	20.50
CSC** Operations Work Plan and Approach	3.50	4.00	3.50	4.50	3.00	3.50	4.00	14.67
Cost and Price	5.00	5.00	5.00	5.00	5.00	5.00	4.00	20.00
Overall Score	77.5	79.5	70.0	77.0	80.0	77.5		77

See Exhibit 3, Attachment B. This matrix demonstrates that *every member* of the Evaluation Committee found WSP USA’s proposal to be superior to the CUSA proposal overall: WSP USA established its supremacy in three evaluation criteria in particular. Price/cost was the only criterion where the Evaluation Committee deemed that CUSA had an advantage, and that advantage was small (*less than six tenths of one point* out of a possible 20 points).

b. The Finance Committee Unanimously Recommended Award to WSP USA

Once the Evaluation Committee completed its analysis, it drafted and forwarded its findings and unanimous recommendations to the Finance Committee. See Exhibit 3, at p. 14. The Finance Committee convened on July 28, 2021 and, after a presentation by Board Staff, discussions, and deliberations, it too unanimously voted to award the Contract to WSP USA.

Notably, the Finance Committee has particular expertise in issues such as price and cost. The Finance Committee clearly understood that WSP USA’s higher-priced proposal presented a better value to the Board – as defined by the criteria established by the Board and announced in the RFP – than did the CUSA proposal. The audio recording

[\[http://octa.granicus.com/player/clip/2064?view_id=2&redirect=true\]](http://octa.granicus.com/player/clip/2064?view_id=2&redirect=true) substantiates these events. *See, e.g.*, Director Muller¹⁰ at 52:09-52:49 (stating, “I worked really, really hard tried to figure out why we should stay with [CUSA], and [Director Hernandez], you got it right ... I worked really hard, but listening to the comments of the [Finance Committee] and Staff so I’m really struggling trying to justify not going with their recommendation, and so I think I am going to go ahead and support that [resolution to approve selection of WSP USA]”).

The Finance Committee’s unanimous decision following the Evaluation Committee’s unanimous decision should have resulted in a recommendation to award the Contract to WSP USA being placed on the Board’s Consent Calendar. *See* Exhibit 2 (Manual) at Section III.B.3, at p. 16 (stating that “[i]f the approval by the Committee is unanimous, it will move on to the Board as a Consent Calendar item”). Such an action would have led to the full Board approving award to WSP USA summarily with the slate composed of other non-disputed items. Following this typical procedure would have avoided the unsupportable actions that took place at the Board meeting, when members abandoned required selection criteria, gave weight to misinformation presented by CUSA lobbyists, and took the remarkable action to vote to award the Contract to CUSA.

c. The Board of Directors Did Not Have Authority to Vote to Award the Contract to CUSA

The issue of Contract award was moved to the Board as a Regular Calendar item rather than a Consent Calendar item. The result was a wide-ranging discussion by the Board that mostly strayed from the required evaluation criteria. The events culminated in the Board rejecting the Evaluation and Finance Committees’ unanimous recommendations to approve Contract award to WSP USA, and, ultimately, voting to award the Contract to CUSA. The Board exceeded its authority when it took the latter action.

The Board’s procurement policies vest the Board with the authority to “**approve** all procurements for values that exceed the CEO’s authorization.” *See* Exhibit 2 (Manual), Section III.B, at p. 16 (emphasis added); *see also id.* at Section III.A.2, at p. 15; *Id.* at Section VI.B.6, at p. 38; *id.* at Section IV.B.11.k.1, p. 43 (“when the Board of Directors approves the selection of Consultant”). A strict reading of this provision might lead to the conclusion that the Board could do nothing more than approve the award to WSP USA. A more logical reading – which comports with plain meaning – suggests that the Board could approve or disapprove the award. Rejecting the Evaluation and Finance Committees’ unanimous

¹⁰ Director Muller voted to approve the recommendation of award to WSP USA as a member of the Finance Committee and then voted against the recommendation at the Board meeting twelve days later.

recommendations and fashioning its own award decision, however, without (1) proper vetting through the Evaluation Committee and Finance Committee, or (2) regard to the RFP evaluation criteria, is action beyond the authority vested in the Board as the above provisions show. Moreover, even if the Board had authority to direct an award contrary to the unanimous recommendations of the Evaluation and Finance Committees, there is no authority for the proposition that the Board can do so on the basis of erroneous information or by employing evaluation criteria not itemized in the RFP.

WSP USA's reading of the Board's procurement policies provides bidders due process, consistent with other OCTA regulations. Specifically, the Manual requires advanced notice to offerors that they are not recommended for award. *See* Exhibit 2 (Manual), Section VI.B.11.j.4, at p. 42 ("Once the final recommendation has been made by the Evaluation Committee, the CA will notify all firms that submitted proposals in writing indicating who the recommended firm is and provide a statement indicating when the proposal evaluation data will be available."). This notice affords presumptively losing offerors a chance to prepare to address the Board – just as CUSA did in this procurement – and seek to convince the Board to reject the staff's recommendations.

The Board clearly had authority to approve the Evaluation Committee's recommendation (as routed through and unanimously approved by the Finance Committee) or to defer the vote. It also had authority to remand the contract award recommendation to the Evaluation Committee for further deliberations and revised recommendations. The Board did not have authority, however, to disregard the unanimous recommendations from the Evaluation and Finance Committees and direct an award to the losing offeror CUSA as it did. Under applicable legal principles, this course of action was arbitrary and capricious and cannot stand. We hope your Agency will resolve this error so a California court will not need to order the proper resolution.

d. **The Board of Directors Disregarded Mandatory Evaluation Criteria in Favor of Personal Preferences**

The Public Contract Code imposes limitations on each agency's discretion to award contracts, especially where, as here, federal funds are involved. *See* CA Pub. Contract Code, § 1100; *id.* at § 10344(c). The Code is designed to, among other things, provide bidders with a fair opportunity to compete and to eliminate favoritism and corruption. *Id.* at § 100; *see also Michaelis, Montanari & Johnson v. Superior Court*, 38 Cal.4th 1065, 1073 (2006) (stating that public contracting requirements are "intended to assure a healthy degree of competition, to guard against discrimination, favoritism, or extravagance and to assure the best social, environmental, and economic result for the public"). To effectuate these goals, "Bidders cannot be

required to guess at the standards by which they will be measured.” *Eel River Disposal & Res. Recovery, Inc. v. Humboldt*, 221 Cal. App.4th 209, 235 (2013).

It is black-letter federal and California law that in public procurements, the evaluation criteria set forth in the RFP are mandatory. *See, e.g., Schram Constr., Inc.*, 187 Cal. App.4th at 1052 (university’s award was improper where it relied upon criteria to select a bidder that was not contained in solicitation); *Pozar v. Department of Trans.*, 145 Cal. App. 3d 269, 271 (1983) (agency must comply with the terms in its own solicitation); *Y & K Maintenance, Inc.*, B-405310.6, Feb 2, 2012, 2012 CPD ¶ 93 (sustaining a protest because the agency failed to evaluate a proposal consistent with the RFP’s stated evaluation criteria); *Omniplex World Servs. Corp.*, B-290996.2, Jan. 27, 2003, 2003 CPD ¶ 7 (finding an agency improperly relied on an unstated requirement to exclude an offeror from the competitive range). For this reason, the California Public Contract Code, at Section 10344(c), directs that “[t]he contract shall be awarded to the bidder whose proposal is given the highest score by the Evaluation Committee.”

Here, the Board established the evaluation criteria, and the weight attributable to each criterion, on June 22, 2020, when it first approved the release the June 22, 2020 RFP. Then, the Board approved the evaluation criteria a second time when it voted to allow the release of the December 10, 2020 RFP. *See* Exhibit 3 at pp. 1-2; *see also* Exhibit 2 (Manual), Section III.B, at p. 16; *id.* at Section VI.B.6 p. 38. During the August 9, 2021, Board meeting, certain members set aside the very evaluation criteria the Board had mandated on two prior occasions. Unfortunately, this violated bedrock principles of public procurement and all notions of fundamental fairness.

If the Board was dissatisfied with the mandatory evaluation criteria established in the June 22, 2020, or December 10, 2020 RFPs, it could have directed responsible CAMM procurement personnel to revise the criteria, issue a different set of criteria, or change the weighing of criteria. Instead, the Board approved the mandatory evaluation criteria (which WSP USA relied upon) as written. This caused both CUSA and WSP USA to write their proposals in the manner each believed would best satisfy the criteria. This also caused the Evaluation Committee to evaluate each proposal against the established criteria rather than against the subjective preferences of Board members. Of course, this process would give both parties fair notice. Following the process also allowed both parties an equal, fighting chance to prevail.

The Board of Directors undid the intensive work by the offerors and comprehensive analysis by the subject matter experts who evaluated the parties’ proposals against the established evaluation criteria. On August 9, the Board changed the rules of the race after it was already run and evaluated the offers against their own personal preferences.

Chairman Do set the stage, instructing Board members that (*see Exhibit 5 (Board Transcript), at 35:13-35:16*):

as directors, we look at different factors, and then we come up with our own solution – or conclusion.

Following this instruction, mandatory rules, procedures and evaluation requirements were set aside and the Board considered a wide range of unannounced evaluation considerations, including: (1) granting CUSA additional credit for its experience with OCTA; (2) favoring a technical solution that was comparable to that used on SR91 (3) exploring demonstrably untrue and exceptionally prejudicial speculation about the performance of one of WSP USA's proposed subcontractors on prior projects, (4) making price the paramount factor, and (5) speculating about un-proposed technical solutions that an offeror may or may not be capable of delivering in the future (and at what price). None of these considerations were appropriate. None of them form a valid basis to make award to CUSA, much less to overrule the unanimous recommendations of the Evaluation and Finance Committees.

(1) *Improper Emphasis on Past Performance with OCTA*

No RFP evaluation criteria afforded more past performance credit for experience with OCTA and less for experience with other agencies. This would have been prohibited, as the Manual provides that “[e]qual weighting will be given to firms for past experience where working with the Authority and elsewhere.” *See Exhibit 2, Section VI.B.7.e.2, at p. 39.* Nonetheless, the Board granted considerably more weight to CUSA's performance with OCTA. For example, Director Chaffee cited CUSA's prior work for OCTA as a deciding factor when voting against WSP USA, stating (*see Exhibit 5, at 19:3-19:5*):

I think I would like to have the comfort of going with a vendor that has worked for us for so long...

Director Chaffee was not alone in this sentiment. Chairman Do stated (*see Exhibit 5, at 14:22-14:25*):

But I think what we have today, what we have enjoyed from Cofiroute, like I said, close to 20 years of good experience should count for something.

Director Wagner underscored that the Agency could and should hold WSP USA to a higher standard, notwithstanding its broader and more diverse experience than CUSA (*see Exhibit 5, at (28:6-28:12); 29:5-28:10*):

WSP and [its subcontractor] ETC have a larger and more diverse portfolio. But at the end of the day, we -- OCTA -- we are in Cofiroute's portfolio, and I didn't hear in the presentation, or I don't read in the staff report, any dissatisfaction with the job Cofiroute did with us in its portfolio.

...

I just -- you know, I hate to second guess staff, but I just don't think the -- you know, the argument's been made, the loop -- you know, the circle's been closed here to in fact justify bringing on a new vendor, making the kinds of changes that are suggested here.

Director Muller likewise downgraded WSP USA's experience with other agencies and upgraded CUSA for work it has done with OCTA (*see* Exhibit 5, at 42:13-42:16):

Director Wagner is correct. We are part of [CUSA's] portfolio. We know this company. We know how they operate, and that's worth something. (See Exhibit 5, at 42:13-42:16).

Vice Chair Murphy also had similar sentiments, stating (*see* Exhibit 5, at 52:16-52:17):

My inclination is to stick with people that we've had positive experiences with.

These statements demonstrate that the Board favored CUSA because of its prior work with OCTA. But this was not an established evaluation criterion. Accordingly, this favoritism violated the RFP, the Manual, and federal and California law that establish the mandatory nature of evaluation criteria in public procurements.

(2) *Improper Consideration on Combining Operations for SR91 and the I-405 Express Lanes*

The RFP did not place any weight on having the same vendor perform the SR91 and the I-405 express lane projects. That did not dissuade the Board from establishing this as an ad hoc evaluation criterion on August 9. According to Director Chaffee (*see* Exhibit 5, at 19:3-19:11):

I see less risk in that than going to a totally new vendor, and the issue of having two separate vendors on a similar claim, one on the 405, one on the 91. I would feel more comfortable if they were the same, and so I would -- I'm probably going to vote no on this ...

Director Muller shared a similar statement (*see* Exhibit 5, at 41:6-41:17):

My back office should be the same. It doesn't make a lot of sense to me. It's not efficient to have to operate two separate back offices. When I asked could you combine them, the answer was -- well, it was kind of a loaded question when I asked it, the answer is, "No, you're not going to be able to combine these two back offices. You're going to have to build a new one."

If the Board had wanted OCTA to demand that proposed 405EL BOS and CSC technical solutions mimic those used on the SR91 express lanes project, it was incumbent on the Board to instruct the CAMM staff to establish this as an evaluation factor. Instead, OCTA told offerors it will not combine portions of the 405EL activities with the 91EL activities. *See* Exhibit 12 (RFP Addendum 10), response to question no. 155, at pdf p. 46/650 ("Does the Authority foresee combining violations from the 91 EL program to violations acquired on the 405 EL at some point").

(3) *Improper Exploration of Alleged (Albeit Wrong) Past Performance*

The Solicitation committed to evaluate past performance under the Qualifications, Related Experience, and References of the Firm evaluation factor. *See* Exhibit 12, (RFP Addendum 10), Section III.A.1, at p. 30). OCTA made clear that it would scrutinize pending and recent litigation as a component of past performance. The RFP allowed OCTA to evaluate current litigation and that conducted and resolved during the previous five years. *See* Exhibit 4, RFP Form C (Status of Past and Present Contract Forms), referenced in Exhibit 12 (RFP Addendum 10), at p. 25.

Board members, however, expressed unease about an unsubstantiated (and demonstrably incorrect) concern about WSP USA subcontractor Electronic Transaction Consultants Corporation (ETC) that allegedly occurred 10 years earlier in Washington state. Here is one example, from Director Chaffee (*see* Exhibit 5, at 15:20-15:23):

I was concerned when I learned about the recommended vendor being late on a provision with the state of Washington, and apparently they paid a penalty[.]

No director should have considered this information – even if it were true – as it occurred ten years earlier. *See* Exhibit 8. Further, as explained in Section III.C.2.a., *infra*, ETC paid no penalty whatsoever. To the contrary, the State of Washington lauded ETC's contract performance. *See* Exhibit 9.

(4) *Improper Emphasis on Price*

The Board also disregarded the 20% weight afforded the cost and price factor and the Manual's admonition that the Authority make awards "to the proposer whose proposal offers the greatest business value to the Authority **based upon an analysis of a tradeoff of technical factors and price** to arrive at the proposal that represents the 'best value.'" See Exhibit 2 (Manual), Section VI.B.11(k), at p. 43.

Director Wagner heavily emphasized price (*see* Exhibit 5, at 28:13-19):

We've got a statement in here that the planning, technical, and operational aspects of the work and onsite staff available support the higher price, but nobody's identified shortcomings in Cofiroute in those areas that, to my mind, justify this significant additional increase in taxpayer dollars going to fund this.

Director Wagner acknowledged his support for the Board deviating from the RFP's 20% weight afforded to cost/price (*see* Exhibit 5, at 38:21-39:1):

We have a process. We followed it. Doesn't mean we can't overrule it here. Absolutely. But if that's going to be our criteria, that cost is much more important than the others, we need to weigh in and change that when we put this out to bid.

Of course, the Board did not put the revised criteria on the street and allow offerors an opportunity to compete on a fair footing. Instead, it changed the evaluation criteria and weight at the Board meeting without affording WSP USA a chance to revise its proposal to meet revised criteria and weight.

Further, the RFP instructed bidders to send price proposals and technical proposals in sealed volumes so the Evaluation Committee could evaluate price and technical approach separately, as is standard practice for best value award decisions. See Exhibit 12 (RFP Addendum 10), Section I.F.3, at p. 7 (requiring offerors to submit cost and price information separately from their technical proposals). This made sense since the technical aspects of the proposals were to be given significantly more weight than price (80 percent to 20 percent). Director Muller, however, showed his deviation from this concept when he stated (*see* Exhibit 5, at 39:13-39:21):

I had some concerns, and the more I thought about it over the last week, more of those concerns kept coming to the surface. We had a group of evaluators that looked at the separate proposals without cost in mind. And I guess that's fine, but I guess if they would've put the cost in front of it, maybe they would've had a different opinion.

(5) ***Improper Credit for the Potential to add Technical Features***

The Board gave CUSA credit for technical solutions it had not yet even proposed. Rather than accepting the Evaluation Committee's conclusion that WSP USA offered superior technical features, **Chairman Do offered the remarkable proposition that** (*see Exhibit 5, at 14:15-14:16*):

if necessary [CUSA] can scale up to provide the amenities that we want.

Vice Chairman Murphy agreed (*see Exhibit 5, at 52:18-52:23*):

if there's concerns about the levels of the proposals in terms of the technology or the rest, that's something that would be taken care of in the next round of things in terms of the final analysis and the stipulations.

Accordingly, in the Board's ad hoc technical evaluation, the Board limited WSP USA to what it had proposed. Conversely, it credited CUSA with boundless technical possibilities that CUSA had not offered. If this decision is not reversed, offerors like WSP USA will be burdened with the unachievable task of exceeding the brilliance of solutions unfairly credited by the Board to their competitors that are limited only by the Board members' imaginations. **No Court would deem this anything other than arbitrary and capricious.**

(6) ***None of the Improper Evaluation Factors Support Making an Award to CUSA***

The Board member comments highlighted above illustrate that the Board chose to substitute its judgment for that of the evaluators. It demonstrates that the Evaluation Committee used the RFP evaluation factors and weights – and that the Board of Directors set the RFP aside in favor of their subjective preferences. Of course, this occurred without finding any fault with the Evaluation Committee's application of the evaluation criteria or the Finance Committee's unanimous decision to recommend that WSP USA perform the Contract.

For example, Director Hennessey – who consistently supported selecting WSP USA for award – commended the staff and Finance Committee for their work (*see Exhibit 5, at 34:18-35:3*):

I do also want to extend my thanks to the members of the Finance Committee. They had a really robust dialogue and a debate, and I think members of our committee came in with one point of view and wound up with another point of view after the give-and-take of this

thing and a thorough examination. So I just want to -- you know, however this comes out, I just want to thank the finance committee for doing what is an excellent job for doing their job robustly...

And Chairman Do endorsed Director Hennessey's assessment that the Board wasn't second guessing the staff and was instead just "exercise[ing] our own independent judgment" because "we're at a different point now." See Exhibit 5, at 35:7-37:6.

As shown, Chairman Do admonished the directors to develop their own evaluation criteria at the final Board meeting – without notice to the bidders or deference to the experienced Evaluation and Finance Committees – and vote on the basis of their own individual preferences. The law does not allow this. See, e.g., CA Pub. Contract Code § 10344(c); *Eel River Disposal & Res. Recovery, Inc.*, 221 Cal. App.4th at 235; *Schram Constr., Inc.*, 187 Cal. App.4th at 1052; *Pozar*, 145 Cal. App. 3d at 271; *Y & K Maintenance, Inc.*, B-405310.6, Feb 2, 2012, 2012 CPD ¶ 93.

Consequently, we respectfully request that the Agency rescind the August 9, 2021 vote in favor of CUSA and, instead, approve award to WSP USA and immediately begin negotiations with WSP USA to finalize the Contract. This is the only viable resolution following rescission of the Board's vote.

In other words, the Agency cannot re-solicit *for a third time* for many reasons:

- **TIME:** As this RFP process has demonstrated, a re-solicitation would require six months of time, at a minimum. The Agency, however, wants to "Go-Live" within 738 days of the currently contemplated Contract award date, not within 738 days of the re-solicitation award date. A re-solicitation will result in a six month or more delay in commuters enjoying the express lanes.
- **COMPETITION:** As we have demonstrated in this protest, competition is a bedrock principle, regardless of whether this Agency uses Transportation Infrastructure Finance and Innovation Act (TIFIA) funds. The Board of Directors, however, has made it clear that it prefers CUSA, notwithstanding what the bid documents require or what an experienced evaluation team recommends. Accordingly, should the Agency order a re-solicitation, there will be no competition because no company other than CUSA will invest the time and money knowing it will be unsuccessful even if the Evaluation and Finance Committees unanimously recommend that it be awarded the Contract.
- **REPAYMENT:** The Agency likely has a TIFIA repayment plan premised on toll revenue commencing in accordance with a successful conclusion of this RFP. A re-solicitation, and the delay concomitant

with it, will defer that revenue stream and require this Agency to find other loan repayment sources.

2. OCTA Must Disqualify CUSA's Bid Because CUSA Violated Mandatory Ethics and Conflict of Interest Requirements

OCTA accepted California taxpayer and federal funding to assist in its administration and payment of the 405 Express Lane Back Office Project. In federally funded projects, awarding agencies (whether federal, state or local) must avoid even the appearance of impropriety. *See NKF Eng'g, Inc. v. United States*, 805 F.2d 372 (Fed. Cir. 1986) (contracting officer has authority to disqualify a bidder based solely on appearance of impropriety when done to protect the integrity of the contracting process). Contractors who lobby with inaccurate information during the award process or otherwise interfere with a fair evaluation are subject to automatic disqualification. *See Compliance Corp.*, B-239252, Aug. 15, 1990, 90-2 CPD ¶ 126, *aff'd on recon.*, B-239252.3, Nov. 28, 1990, 90-2 CPD ¶ 435 (A contracting officer may disqualify a bidder from competition whose actions fall short of a statutory violation, but call into question the integrity of the contracting process.).

The California Supreme Court also believes the public has a “legitimate and substantial interest” in a transparent and open public procurement process: The competitive bidding process is intended to assure a healthy degree of competition, to guard against discrimination, favoritism, or extravagance, and to assure the best social, environmental, and economic result for the public. Accordingly, the public may have a legitimate and substantial interest in scrutinizing the process leading to the selection of the winning proposal. *Michaelis, Montanari & Johnson v. Superior Court*, (2006) 38 Cal.4th 1065, 1073-1074.

For precisely these reasons, OCTA established strict lobbying and conflict of interest disclosure requirements in the RFP. OCTA modeled the requirements after terms OCTA codified in its Manual (Exhibit 2) and Code of Conduct (*see* Exhibit 6). Contractors must comply with the OCTA Code of Conduct. *See* Exhibit 12 (RFP Addendum 10) Section I.N, at p. 9 (“All offerors agree to comply with the Board’s Code of Conduct”).

The requirements addressed below were mandatory. CUSA did not adhere to them. Accordingly, the Agency has no choice – it must throw out the CUSA bid and award the Contract to WSP USA.

a. **CUSA Lobbyists Did Not Adhere to Mandatory RFP Requirements**

OCTA made clear in the RFP that offerors must adhere to the Agency's Code of Conduct. *See* Exhibit 12 (RFP Addendum 10) Section I.N. That Code of Conduct states: "OCTA is a public agency that shall conduct its business with integrity in an honest and ethical manner. Any attempt to evade or circumvent any requirements of this policy or of any rules or laws applicable to OCTA and its employees is improper." *See* Exhibit 6, Section I. Accordingly, the Agency demanded fair, honest and accurate communications from offerors and their agents, including their lobbyists. Failure to follow that mandatory requirement is grounds to disqualify a bidder. *See Woodbury v. Brown-Dempsey*, 108 Cal. App. 4th 421, 134 Cal. Rptr. 2d 124 (2003) (contractors who are directed to, or who agree to, satisfy requirements are under a mandatory obligation to do so). Offerors either comply with the mandatory requirement or, if they are non-compliant, must be excluded from the competition. *Konica Bus. Machs. U.S.A., Inc. v. Regents of Univ. of Cal.*, 206 Cal. App. 3d 449, 454 (1988) ("A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted.")

CUSA disclosed in its lobbying forms that four individuals lobbied on behalf of CUSA. We understand that the lobbying occurred on a regular basis both before and after the CAMM Evaluation Committee released its July 7, 2021, recommendation of contract award to WSP USA. These individuals were: Craig Reinhardt of Smith Public Affairs; Roger Faubel of Faubel Public Affairs; Peter Whittingham (Whittingham Public Affairs); and Gary Hausdorfer.¹¹

CUSA's lobbyists did not always furnish the OCTA Board members with accurate information. For example, during the August 9, 2021 OCTA Board meeting that facilitated the remarkable reversal of the contract award from WSP USA to CUSA, Directors Chaffee and Muller apparently voted for CUSA in part because they believed (on the basis of erroneous information the lobbyists provided) that a WSP subcontractor had paid a \$2 Million fine on a similar project in Washington state to settle performance claims. *See* Exhibit 5 (Transcript), at pp. 41-42. This was both legally irrelevant and factually wrong. It was legally irrelevant because the alleged event occurred more than 10 years ago. Under the RFP, evaluators were entitled to consider only relevant litigation that has transpired during the previous five years. *See* Exhibit 4 (RFP) Form C (Status of Past and Present Contract Forms), referenced in Exhibit 12 (RFP Addendum 10), at p. 25. It was factually wrong because WSP USA's subcontract partner, ETC, paid \$0.00 (zero dollars) related to this issue. *See*

¹¹ Mr. Hausdorfer is a familiar name and face to OCTA. Mr. Hausdorfer roamed OCTA halls regularly when he served as CUSA's President and Chief Executive Officer for 19 years until he left CUSA in March 2021 to become the President and Chief Executive Officer of the Diamond Group. <https://www.linkedin.com/in/gary-hausdorfer-b14866b/>

Exhibit 8 (“there was no cash involved in the settlement, [and] the agreement includes extension of the contract with ETC from 2014 to 2018”). ETC performed in an exemplary fashion for the State of Washington. In fact, the letter of thanks WSP USA obtained in its due diligence lauds ETC in every respect, including schedule. *See* Exhibit 9.

CUSA and its lobbyists also misrepresented WSP USA’s IVR technology. In the CUSA Sunday evening letter to the Board (Exhibit 7), for example, CUSA represented “WSP teamed up with [ETC], with ETC providing the back-office system.” *See* Exhibit 7, at p. 2. That is inaccurate. As WSP USA made clear, WSP USA teamed with TTEC to provide the IVR and other areas of innovation that the Evaluation Committee lauded. CUSA wrote that “ETC has proposed future technology for the 405 that has yet to be successfully implemented.” *Id.* at p. 3. Again, this is false information. WSP USA demonstrated in its proposal that it used TTEC, not ETC, and that the TTEC technology has operated previously in the customer service centers of numerous major corporations. The letter also queries irresponsibly “whether the system proposed by WSP has been successfully implemented anywhere.” *Id.* at p. 4. The answer, which was readily apparent in WSP USA’s proposal, was a resounding yes! TTEC successfully deployed the technology at, among other customers, the Ford Motor Company, Qantas Airlines, Citizen’s Bank, Nissan and Volkswagen. For all of these reasons, the evaluation staff had no obligation to “move the committee off the idea that WSP’s solution was technologically superior to Cofiroute’s.” *Id.* In the Evaluation Committee’s expert opinion, WSP USA’s technology was superior.

As demonstrated, the information CUSA and its lobbyists presented was false and misleading. Accordingly, CUSA and its agents did not adhere to the OCTA Code of Conduct requirement of honesty and business integrity. This gives the Agency grounds to disqualify CUSA from the competition.

Unfortunately, the spin provided by CUSA and its lobbyists changed the outcome of this competition. The experienced OCTA Evaluation Committee, which carefully analyzed both proposals against the RFP’s evaluation criteria, chose WSP USA unanimously. The OCTA Board’s Finance Committee seconded that unanimous recommendation. Armed with *misinformation* furnished by lobbyists, the Board of Directors abandoned the approved selection process and selected CUSA, at least in part, on false, misleading, and otherwise inappropriate criteria. We urge the Agency to right that wrong.

b. CUSA’s Undisclosed Campaign Contributions Also Violated Mandatory RFP Requirements

CUSA had a mandatory, affirmative obligation to disclose, via RFP Form B, the campaign contributions of CUSA and its agents. *See* Exhibit 12 (RFP Addendum

10), Section II. B.2, at p. 24 (“The prime Contractor, Subcontractors, lobbyists and agents are *required* to report all campaign contributions from the proposal submittal date up and until the date the Board of Directors makes a selection” (emphasis added)).

WSP USA obtained CUSA’s lobbyist and campaign contribution forms on Thursday, August 12, 2021, in response to a Public Records Act request. *See* Exhibit 10. The forms demonstrate unequivocally that Faubel Public Affairs lobbied on behalf of CUSA during the disclosure time period. WSP USA has learned, through the Orange County Registrar Office’s Campaign Finance Disclosures report (*see* Exhibit 11), that Lisa Faubel – the Controller of Faubel Public Affairs – made significant campaign contributions to OCTA Board of Director members within a year of the parties’ March 2021 submission of original proposals¹²:

- o \$2,100 to Andrew Do;
- o \$500 to Don Wagner;
- o \$1,100 to Lisa Bartlett; and
- o \$250 to Katrina Foley¹³

CUSA violated a mandatory requirement by not disclosing the Lisa Faubel contributions on RFP Form B. For this reason also, CUSA should be disqualified.

B. Conclusion

For the reasons set forth herein, we respectfully request that OCTA set aside its August 9, 2021, vote in favor of CUSA. As shown, both the law and fundamental

¹² Relatives of Peter Whittingham also made significant campaign contributions, including \$1,000 to Chairman Do, \$500 to Director Wagner, \$500 to Director Shaw and \$2,100 to Director Foley. While CUSA may not be required to disclose these contributions, we wanted to bring them to your attention.

¹³ Under the ethics rules and Code of Conduct admonitions against conflicts of interest, Board members should recuse themselves when bidders identify in bid documents that they or their agents have made campaign contributions to voting Board of Director members. The Board vote on this contract had no recusals.

Orange County Transportation Authority
August 16, 2021
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fairness demand that OCTA award the Contract to WSP USA. Further, practicalities dictate that re-solicitation is not a resolution option.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael R. Rizzo", written over a horizontal line.

Michael R. Rizzo
Aaron S. Ralph
Counsel for WSC USA Services, Inc.

Appendix A: Exhibit List

1. Vendor Protest Procedures (Paragraph Q) Excerpt from OCTA Contract Administration and Materials Management (CAMM) Procedures, Rev. 15 (July 2020)
2. OCTA Contract Administration and Materials Management (CAMM) Policy Manual, Rev. 13 (August 2019) (“the Manual”)
3. Memorandum from Darrell E. Johnson to: Finance and Administration Committee, Subj: Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County (July 14, 2021) (“Staff Report”)
4. RFP 0-2690 Back Office System and Customer Service Operations Services (BOS/CSC) for the 405 Express Lanes in Orange County (“the RFP” or “December 10, 2020 RFP”)
5. Transcript of OCTA Board Meeting, August 9, 2021, 9:00am, Agenda Item 16: 21-3563 Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County
6. OCTA Code of Conduct (HROD-BOD-101.00CONDUCT) (November 16, 2018)
7. Letter from Cofiroute USA to: Chairman Do and OCTA Board of Directors, Subj: Cofiroute USA Comment Submission re: Agenda Item 16 – Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County (dated August 9, 2021, and sent on Sunday, August 8, 2021)
8. Business Wire, *ETC Corporation and WSDOT Reach Settlement* (July 18, 2012)
9. Washington State Department of Transportation Thank You Card to Electronic Transaction Consultants Corporation (ETC) (July 1, 2021)
10. Cofiroute USA, LLC Form B FINAL (March 22, 2021)
11. Orange County Registrar’s Office Contribution Report, Schedule A (CA Form 460)
12. Addendum 10 (February 25, 2021) to RFP 0-2690 Back Office System and Customer Service Operations Services (BOS/CSC) for the 405 Express Lanes in Orange County (“RFP Addendum 10”)

13. RFP 0-2352 Back Office System and Customer Service Center Operations Services for the 405 Express Lanes In Orange County (June 22, 2020) (“June 22, 2020 RFP”)
14. Addendum 2 (December 16, 2020) to RFP 0-2690 Back Office System and Customer Service Operations Services (BOS/CSC) for the 405 Express Lanes in Orange County (“RFP Addendum 10”) (“RFP Addendum 2”)
15. RFP 0-2690 Procurement History File (to be furnished)

Appendix B: Statutory, Regulatory and Contract Provision References:

Competitive Bidding

1. The Public Contract Code applies to the State, its cities and counties, to public authorities and public agencies, and to any other political subdivision or public corporation in the state. *See* Pub. Contract Code § 1100. This statute states as follows:

“Public entity,” as used in this part, means the state, county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the state.

2. California enacted the Code to accomplish four primary goals. The statute provides as follows:

The Legislature finds and declares that placing all public contract law in one code will make that law clearer and easier to find. Further, it is the intent of the Legislature in enacting this code to achieve the following objectives:

- (a) To clarify the law with respect to competitive bidding requirements;
- (b) To **ensure full compliance with competitive bidding** statutes as a means of protecting the public from misuse of public funds;
- (c) To **provide** all qualified bidders with a **fair opportunity** to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices; and
- (d) To **eliminate favoritism**, fraud, and corruption in the awarding of public contracts.

Pub. Contract Code § 100 (emphasis added). Through this lens, California procurements must be conducted.

3. The Exhibit 2 CAMM Policy Manual required this Contract to follow a competitive procurement process:

Manual Section V, E makes clear that the Agency will use sole source procurements only when as item is available from a single source or there is a public exigency or emergency. Otherwise, the Authority must use a competitive, negotiated RFP that includes price among the factors considered and does not require award to the lowest bidder. *Id.* at Section V. B, at p. 38.

4. The Solicitation was a competitive procurement seeking proposals responsive the RFP. The solicitation did not seek a sole-source. *See* Exhibits 4 and 12 Key RFP dates; pp. i-ii; references to “offerors” *seriatim*.

The Evaluation Criteria:

1. The RFP established five evaluation criteria with weights:

Qualifications, Related Experience, and References of the Firm	15%
Staffing and Project Organization	15%
Implementation Work Plan and Technical Approach to BOS	30%
CSC Operations Work Plan and Approach	20%
Cost and Price	20%

OCTA required offerors to submit their cost and price proposals “in a sealed envelope, separate from the Technical Proposal package” so cost/price and technical approach could be evaluated separately. *See* Exhibit 12 (RFP Addendum 10), Section I.F.3, at p. 7.

2. Qualifications, Related Experience, and References had six subfactors:

- Overall strength of team.
- Strength of prime and all major Subcontractor’s financial condition.
- Experience of the team and relevant project experience in BOS and CSC Operations implementation, as well as operations and maintenance (experience with similar scopes of work, current installations of the BOS, current similar operations).
- Strength and relevance of reference projects.
- Strength and relevance of reference checks.

- Other on-going project commitments and priorities.

Id. at Section III.A.1, at p. 30.

3. Evaluation of litigation-related information was limited to relevant litigation during the previous five years. Exhibit 4 at Form C (Status of Past and Present Contract Forms), referenced on p. 25 of Exhibit 12 (RFP Addendum 10).

4. The CAMM Policy Manual provides that “[e]qual weighting will be given to firms for past experience where working with the Authority and elsewhere.” See Exhibit 2, Section VI.B.7.e.2, at p. 39.

NOTE: Not included among the evaluation factors or elsewhere in the RFP is consideration of whether or how well the offeror’s proposed 405EL solution could be integrated with the existing 91EL solution. In fact, the Agency told offerors that it will not combine portions of the 405EL activities with the 91EL activities. See Exhibit 12 (RFP Addendum 10), response to question no. 155 at pdf p. 46/650 (“Does the Authority foresee combining violations from the 91 EL program to violations acquired on the 405 EL at some point”).

RFP Revisions:

OCTA reserved the right to revise the RFP, but only by written addendum. See Exhibit 12 (RFP Addendum 10), Section I.C, at p. 2 (“Any changes made by the Authority to the requirements will be made by written addendum to this RFP.”); see also Exhibit 2 (Manual), Section VI.B.9 (“All changes to the RFP shall be addressed by a written addendum to the RFP and signed by the CA.”).

NOTE: Although the Authority issued a dozen amendments, none of them changed the five evaluation criteria or their relative weights.

Federal Nexus:

1. “Funding for this project includes TIFIA,¹⁴ federal, state, and local funds, and toll revenues.” See Exhibit 4, at Section II, L.

2. RFP Addendum 2 reiterates the federal nexus: “[f]unding for the Work on the 405 Express Lanes is funded by a combination of funds, including Transportation Infrastructure Finance and Innovation Act (TIFIA) funds. **As such all federal requirements apply to this project.**” See Exhibit 14, Att. A, at p. 10 (emphasis added).

¹⁴ The United States’ Transportation Infrastructure Finance and Innovation Act.

3. California public contract law has a selection process that local agencies must follow when they award consultant contracts with federal funding. *See* CA Pub. Contract Code §§ 10335-10339, 10344; *see also* Caltrans LAPM, Chapter 10, page 65. OCTA used this process – through which the contractor/consultant is selected following mandatory, step-by-step RFP evaluation procedures. CA Pub. Contract Code § 10344(c). The procedures directs that “[t]he contract shall be awarded to the bidder whose proposal is given the highest score by the evaluation committee.” *Id.*

OCTA Award Process

1. The Manual (Exhibit 2, Section VI.B.1, at p. 38) explains that OCTA will make best value awards in competitive, negotiated procurements:

Contract awards will be made to the responsible firm whose proposal is most advantageous to the Authority with price and other factors considered. In determining which proposal is most advantageous, the Authority may award to the proposer whose proposal offers the greatest business value to the Authority **based upon an analysis of a tradeoff of technical factors and price** to arrive at the proposal that represents the “best value” to the Authority.

2. For procurements of this magnitude, OCTA establishes factor trade-offs and relative factor importance. *See* Exhibit 2 (Manual), Section III.B, at p. 16 (“The Board of Directors shall approve the issuance of all RFP’s and IFB’s in excess of \$1,000,000 **including the weighted criteria.**”) (emphasis added); *see also id.* at Section VI.B.6, at p. 38).

3. The Manual provides that “[o]nce the final recommendation has been made by the Evaluation Committee, the CA will notify all firms that submitted proposals in writing indicating who the recommended firm is and provide a statement indicating when the proposal evaluation data will be available.” *Id.* at Section VI.B.11.j.4, at p. 42).

4. The Manual provides: “[t]he Board **shall approve** all procurements for values that exceed the CEO’s authorization” which is \$1,000,000. *See* Exhibit 2, Section III.B, at p. 16 (emphasis added); *see also id.* at Section IV.B.11.k.1 (“For procurements greater than \$250,000, the award of the contract shall occur when the Board of Directors **approves** the selection of the Consultant and authorizes the Chief Executive Officer to execute a contract.”); Section III.A.2 (p. 15) and Section VI.B.6, at p. 38. Before sending an award decision to the Board for a vote, however, the procurement is first reviewed by a Board Committee. The Manual explains that “[i]f

the approval by the Committee is unanimous, it will move on to the Board as a Consent Calendar item.” *Id.* at Section III.B.3, at p. 16.

5. The RFP provided for an Evaluation Committee “comprised of Authority staff and may include outside personnel” to evaluate offerors against the factors established by the Board. Exhibit 12 (RFP Addendum 10), Section III.B, at p. 32. This Evaluation Committee was supported by a technical review committee “comprised of subject-matter experts.” *Id.* These experts were to “review the technical components of the Proposals and provide their written assessment of their strengths and weaknesses, to assist the Evaluation Committee in their evaluation of the Proposals.” *Id.* The Evaluation Committee was to “evaluate the written Proposals **using criteria identified in Section III A. [Evaluation Criteria].**” *Id.* (emphasis added).

Lobbying and Contribution Disclosures

1. The parties had to disclose campaign contributions. *See* Exhibit 12 (RFP Addendum 10), Section II.B.2, at p. 25 (“The prime Contractor, Subcontractors, lobbyists and agents are *required* to report all campaign contributions from the proposal submittal date up and until the date the Board of Directors makes a selection” (emphasis added)).

2. The RFP Addendum 10 incorporates the OCTA Code of Conduct. *See id.*, Section I.N, at p. 9.

3. The Code of Conduct states: “OCTA is a public agency that shall conduct its business with integrity in an honest and ethical manner. Any attempt to evade or circumvent any requirements of this policy or of any rules or laws applicable to OCTA and its employees is improper.” *See* Exhibit 6, Section I.

CAMM Procedures

4. Upon receipt of proposals/bids, the CA shall prepare a memo and include the DBE forms that were submitted by the firms, to the DBE Officer for review. The DBE Officer will review the documents and provide a written response regarding the firm who meets the DBE goal or demonstrates good faith efforts. The CA shall maintain all DBE documents in the contract file.

5. The CA shall follow the appropriate remaining procedures for competitive procurements.

P. Vendor Bid List Procedures

1. CAMM will maintain a Vendor Bid List in the CAMMNET system. The Vendor Bid List is organized by commodity classifications and alphabetization.

2. CA will generate the Bid List from CAMMNET prior to posting the solicitation

3. CA will ensure a copy of Bid List is appropriately filed in the Contract File

Q. Vendor Protests Procedures

1. In the case of vendor protests, requesting departments and CAMM staff should refer to the Standards of Conduct for Procurements in the CAMM Policy Manual to ensure that the Authority's Conduct Code is adhered to.

2. The vendor should submit the protest in writing to the attention of CAMM Management, and the protest should include:

- a) The name and address of the protester
- b) The solicitation number and the project description
- c) A statement of the grounds for protest and all supporting documentation
- d) The grounds for protest must be fully supported
- e) The resolution to the protest desired from the Authority
- f) The following address if going through the US Postal service:

Orange County Transportation Authority
Contracts Administration and
Materials Management Department
550 South Main Street, PO Box 14184
Orange, California 92683-1584
Attention: BID PROTEST

- g) The following address if delivered in person or by means other than the US Postal service:

Orange County Transportation Authority
Contracts Administration and
Materials Management Department
600 South Main Street, 4th Floor
Orange, California 92868
Attention: BID PROTEST

CAMM Procedures

3. A copy of the protest will be distributed to appropriate parties which may include Legal, PM, and Executive Management.
4. **CAMM Management will be the initial party to determine a fair review process for all vendors who file a protest.** The CA will review the protest and prepare a receipt of protest response letter to be signed by the Director of CAMM and sent to the vendor. This letter should be sent to the vendor no later than five (5) days from receipt of protest.
5. The CA will review the protest and prepare a written summary and submit to their supervisor for review within seven (7) days from the receipt of the protest.
6. **If the procurement is federally funded the following shall apply:**
 - a) For FTA procurements, CAMM Management will notify the Grants Department and request that they notify FTA of the protest and keep FTA informed about the status of the protest.
 - b) **For FHWA funded procurements, CAMM Management will notify CALTRANS of protest.**
7. CAMM Management will review the summary prepared by the CA and all material submitted with the protest. The Director of CAMM shall issue a decision in writing on the merits of the protest.
8. Chief Executive Officer
 - a) **In the event of an adverse decision by the Director of CAMM for Board of Directors approved procurements, the protester may submit his/her protest in writing to the Chief Executive Officer no later than ten (10) days after the date the Director of CAMM has rendered a decision.**
 - (1) To expedite handing, the address should include "Attention: Bid Protest."
 - b) The protester will submit only the information previously submitted to CAMM as well as a copy of the Director of CAMM's decision.
 - c) The Chief Executive Officer will notify the protester in writing within five (5) days that the protest has been received and is undergoing review, and will render in writing a final decision within thirty days after receipt of the protest.
9. Authority's Board of Directors Review
 - a) **In the event of an adverse decision by the Chief Executive Officer of Board of Directors approved procurements, the protester may request in writing a review by the Authority's Board of Directors.**
 - b) To request a review, the protester shall submit only the documentation previously submitted to CAMM and the Chief Executive Officer, as well as the decisions previously rendered, to the Clerk of the Board within five days of the Chief Executive Officer's decision.
 - c) Upon receipt of request for review by the Board of Directors of the protest, the Clerk of the Board shall agenda a review for a regularly scheduled Board meeting.

CAMM Procedures

- d) The CA shall notify the protester in writing of the scheduled date of review of the Board of Directors.
- e) At the Board meeting, the protester may give an oral presentation of the information previously provided in writing.
- f) Staff will present its prior determinations and the reason for the determinations.
- g) The Board of Directors may ask questions of both staff and the protester.
 - (1) At the conclusion of the question and answer session, the Board of Directors shall make a determination
 - (2) The decision of the Board of Directors should be final and there should be no further administrative recourse
 - (3) The CA will notify the protester in writing of the Board's action.
- h) If the procurement is federally funded, staff will notify the FTA of the protest by including the information as part of its annual or quarterly progress reports. OCTA is responsible for settling all contractual and administrative issues arising out a procurement, using good administrative practice and sound business decision-making. The FTA will not substitute its judgement for that of OCTA's unless the matter is primarily a federal concern.
- i) Execution of any proposed agreement should be delayed pending the resolution of the protest, except under special circumstances.

10. Protest Remedies

- a) In determining the appropriate remedy, the Authority should consider all the circumstances surrounding solicitation or contract selection and/or award.
- b) If the Authority determines that the award or proposed award was not made in accordance with the applicable Authority statutes, regulations, procedures, and procedures, the Authority shall have the authority, in its sole discretion grant any of the following or any other remedy it deems appropriate, including:
 - (1) If pre-award, issue a new solicitation, make a new consultant selection or award a contract consistent with applicable statutes, regulations, procedures, and procedures
 - (2) If post-award, refrain from extending the term of the contract or awarding task orders under an existing task order agreement
 - (3) Take no further action
 - (4) Take any other action that is permitted by law to promote compliance

R. Cost and Price Analysis Procedures

- 1. The CA must perform a cost or price analysis in connection with every procurement action, including but not limited to contract amendments, interagency agreements and single bids/proposals. This analysis is used to determine if the purchase prices of services or goods are fair and reasonable. The method and degree of analysis is dependent on facts surrounding the particular procurement situation.

ORANGE COUNTY TRANSPORTATION AUTHORITY

CAMM Policy Manual

August 2019

This document is a step-by-step description of the CAMM Policies to inform employees on the day to day policies for procurement.

CAMM Policy Manual

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I. Introduction

The Policy Manual of the Orange County Transportation Authority (OCTA or the Authority) sets forth the general procurement policy and standards that will govern the conduct of OCTA procurement activities and of personnel engaged in these activities.

These policies are in place to ensure that goods and services are obtained timely, efficiently and economically, while adhering to principles of good public policy and practices and sound business judgment. The policies outlined in the Policy Manual have been established to foster free and open competition among vendors, consultants and contractors and incorporate the ethical standards set forth in the Authority's Code of Conduct. The Policy Manual is organized to provide for a common understanding of the methods for initiating, developing, executing and administering third-party contracts within the parameters of Federal, State, Local and OCTA requirements.

The Contracts Administration and Materials Management (CAMM) is responsible for the purchase and sale of all goods, equipment and services within OCTA. All activities of a contractual nature with vendors, suppliers and contractors are coordinated through and conducted by CAMM.

II. General Policies

A. Purchasing Policy

1. The Authority's responsibility for the purchase and sale of all goods and services rests with the Contracts Administration and Materials Management (CAMM).
 - a) CAMM has full authority and responsibility to question the quality, quantity and kind of material and services asked for, in order that the best interests of the Authority may be served.
 - b) CAMM Management can delegate purchasing authority to other departments within the Authority, but only for an emergency situation with a limited period and purpose, and always subject to CAMM review and consent.
2. **Purchase Requisition Processing**

The budget process shall be the first step in the procurement process. As departments develop their budget, they shall be required to specifically identify all scheduled procurements on a line item basis.
3. Requirements for the procurement of materials, supplies, equipment, services and construction (not covered by the petty cash procedure or the purchasing card procedure) are to be submitted to CAMM on a properly completed and approved requisition before CAMM may proceed with procuring the requirement.
 - a) Purchase requisitions shall be submitted as soon as possible.
 - b) The requisition shall contain a description of the requirement and all pertinent information known to the user, including accounting codes and funding sources.
 - c) Requisitions for purchases other than those of a routine nature, including noncompetitive procurements, shall be accompanied by additional information explaining the procurement in more detail or justifying the requested noncompetitive procurement.
 - d) Requisitions shall be assigned to the appropriate Contract Administrator (CA) as determined by the CAMM Management.
 - (1) CA shall contact requesting departments to discuss Invitation for Bid (IFB) and/or Request for Proposals (RFP) procurements.
4. All requirements will be processed in an expeditious manner and the CA shall make every effort to meet the completion dates requested by the requesting departments.
 - a) Should extenuating circumstances prevent compliance with the dates requested by the requesting department, the CA responsible for the requirement shall advise the requesting department of the situation and seek an alternate acceptable resolution to satisfy the requirement.
 - b) Critical or emergency requirements will be handled immediately and expedited in accordance with Emergency Procedures.

B. Independent Cost Estimate Policy

1. The requesting department shall provide an Independent Cost Estimate (ICE) with the procurement requisition, to assure that the scope of work is sufficiently funded to accomplish the tasks being requested or level of effort.
2. Departments shall obtain such estimates from sources, including but not limited to, published competitive prices, results of competitive procurements or estimates by Project Managers.

C. General Rules for Scopes of Work and Specifications Policy

1. The following general rules shall apply to scopes of work and specifications:
 - a) Provide a clear and concise Scope of Work and not impose unreasonable requirements.
 - b) Specifications and Scopes of Work shall identify all characteristics and specific tasks and functions of the items or services to be procured and meet the Authority's requirements.
 - c) Whenever possible, the expected quality of services to be provided or the performance characteristics of the item shall be specified.
 - d) The requestor shall identify the project location as well as all optional items, and the solicitation documents shall set forth the expected needs and the manner in which the related bid prices will be considered.
 - e) Brand name specifications must be accompanied by an explanation that clearly indicates that the specification is not intended to be restrictive.
 - f) The salient characteristics represented by the brand names shall be identified to allow for evaluation of possible "or equal" material.
 - g) Because standard specifications and requirements allow for more efficient operations and result in lower prices, they shall be used wherever suitable.
 - h) Industry, federal, state and local government specifications and requirements can be used.
2. Consultants are prohibited from writing the Scope of Work or assisting in the development or writing the Scope of Work in which they may bid.

D. Bonding Requirements Policy

1. It shall be the responsibility of the CAMM Management to ensure that bonding requirements are followed and applied impartially, to comply with state and federal requirements, and to protect the interests of the Authority.
2. The following are required by the State of California for all Public Works projects in excess of \$25,000:
 - a) Bid guarantees or securities
 - b) Performance bonds
 - c) Payment bonds

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3. The following are recommendations for Equipment and Technical Services on a discretionary basis:

<i>Category</i>	<i>Bond Type</i>		
	<i>Bid</i>	<i>Performance</i>	<i>Payment</i>
<i>Equipment (Discretionary)</i>	<i>Up to 10%</i>	<i>Up to 20%</i>	<i>Contracts between \$5M & \$10M may require a 25% bond</i>
<i>Technical Services (Discretionary)</i>	<i>Up to 5%</i>	<i>Up to 100%</i>	<i>Contracts up to \$10M may require a 25% bond</i>

4. Bid Guarantee or Security
- a) A bid guarantee or security shall be in the form of:
 - (1) Cash
 - (2) Cashier's Check
 - (3) Certified Check
 - b) The Authority shall require a bid bond or other security with each public works bid and for equipment and services when necessary as determined by the CAMM Management or Board of Directors.
 - (1) All bidders shall be so notified and the amount thereof stated in the solicitation documents.
 - (2) Public works bids for construction requirements shall require bid security equal to at least ten (10) percent of the amount bid or the amount set forth by the State of California.
5. Performance Bonds
- a) The Authority shall require a performance bond for all applicable public works contracts in the amount of one hundred (100) percent of the contract value, in accordance with regulations set forth by the State of California.
 - (1) The Authority may require performance bonds from vendors of services, supplies or equipment when deemed necessary by the CAMM Management or Board of Directors.
6. Payment Bonds
- a) The Authority shall require a payment bond for public works contract from construction contractors, to assure contractor's full discharge of obligations to the material-men and employees and labor used on the project for public works contracts.
 - (1) The percentage required is stipulated in Section 3248 of the Civil Code of the State of California.
 - (2) A payment bond shall be written by a corporate surety registered in the County of Orange in the State of California.

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7. Bid guarantees, performance bonds and payment bonds shall not be required unless the procurement involves equipment or services of a critical nature to the operations of the Authority and/or is specifically manufactured for the Authority thereby making procurement from another source difficult.

8. The Authority may use liquidated damages if it can reasonably expect to suffer damages from late completion or delivery, and the extent or amount of such damages would be difficult or impossible to determine. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time. A memo detailing how the liquidating damages were determined must be included in the contract file. The rate must be specified in the procurement solicitation as well as in the contractor's agreement.

E. Insurance Requirements Policy

CAMM is responsible for ensuring that all insurance requirements for procurements are reviewed and approved by Risk Management, based on the following criteria.

1. All procurements \$100,000 or greater, regardless of procurement type, must be approved by Risk Management.

2. All procurements for the following must be approved by Risk Management:

- a) Vehicle purchases
- b) Public works
- c) Environmental services
- d) Architectural and Engineering
- e) Paratransit services

F. Term of Agreements Policy

1. Multi-year contracts shall be utilized when appropriate.

2. Contract terms can exceed a total of five (5) years when:

- a) Requesting departments document rationale for contracts longer than five (5) years; and
- b) Board of Directors' prior concurrence is required before a contract can extend beyond five (5) years. The Recommendation section of the staff reports must specifically state the total number of years that the contract will be in effect.

3. For FTA funded rolling stock, five (5) years is the maximum contract term.

G. Bid or Proposal Rejections Policy

1. The Authority reserves the right to reject any and all bids or proposals, or to waive any informality or non-substantive defects in bids or proposals as the business interest of the Authority may require. The Authority shall document in the contract file the business reason for rejecting bids or proposals.

CAMM Policy Manual

2. Only those bids or proposals shall be considered which are deemed responsive to the Invitation for Bids (IFB) or Request for Proposals (RFP).
3. Bids and proposals submitted after the date and time specified in the solicitation shall be rejected by the Authority as non-responsive and will be returned to the bidder unopened. Any exception to this policy must be approved by the CAMM Management.

H. Cost and Price Analysis Policy

CAMM will perform a cost or price analysis in connection with every procurement action. This analysis shall be used in all instances to determine the reasonableness of contract prices. Refer to the Cost and Price Analysis Procedures.

I. Final Contract Approval and Distribution Policy

If Board approval is required, requesting departments shall draft their staff report in such a manner as to authorize the Chief Executive Officer to negotiate and execute the final contract based on standard contract terms.

1. The process for final contract approval shall be as follows:
 - a) Board selection and authorization (if required) is received
 - b) Final contract is developed
 - c) Final contract is signed by:
 - (1) Authority General Counsel
 - (2) Consultant, and
 - (3) Authority personnel
 - d) CAMM shall have responsibility for issuance of Notice to Proceed after contract execution.
2. The Board shall be required to approve a final contract if:
 - a) Final contract amount changed from the amount approved by the Board
 - b) Authority cannot reach agreement with the Board selected firm and there is a need to begin negotiating with a new firm
 - c) Final contract is successfully negotiated with the second or third ranked firm for architectural or engineering services
 - d) Specifically requested by the Board of Directors

J. Contract Encumbrances Policy

CAMM shall be responsible for making the determination for encumbrances for purchase orders and contracts.

K. Procurement History Files Policy

CAMM will be responsible for creating and maintaining a file for all procurements and contracts.

L. Contract Administration Policy

CAMM shall act as liaison between requesting departments, project managers and

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vendors, and shall be responsible for pre-award activities and post contract administration as defined in the CAMM Policy Manual.

M. Federal Procurement Policy

Federal procurement requirements apply to all federally funded procurements undertaken in support of the Authority's operations, as well as define good business practices which shall be followed by the Authority during procurement activities.

N. Cooperative Intergovernmental Agreements Policy

Intergovernmental agreements are contracts between the Authority, a city, county, state or federal agency or other public agency. These agreements are sometimes referred to as Cooperative Agreements. There are contractual documents that record cost-sharing arrangements, receipts of revenue or establish the roles and responsibilities of the Authority and other public entity or entities.

These contracts are not competitively bid because they involve another government agency. They are not subject to audit by the Internal Audit Department, unless a specific audit is requested by CAMM. These agreements and any amendments are subject to the same approval limits, signature authority and process as all other contracts.

O. Emergency Procurement Policy

1. Emergency requirements will be handled immediately by CAMM and expedited as required.
 - a) "Bus down" requirements will be completed within four (4) hours of receipt.
2. Emergency
 - a) Only in cases of emergency defined herein shall the department requesting the procurement have the authority to purchase the item directly with the approval of the CAMM Management.
 - b) An emergency shall be defined as:
 - (1) a purchase immediately necessary for the preservation of life or property, or, to prevent an immediate termination of a critical Authority function or activity.
 - c) In the absence of the Chief Executive Officer and/or the CAMM Management, anyone of the following (in descending order of preference) can act as an alternate for the necessary authorization:
 - (1) Deputy Chief Executive Officer
 - (2) Executive Director, Finance and Administration
 - d) The Authority employee making or placing the emergency procurement order personally assumes the responsibility of immediately following up the procurement order with a proper requisition for approval to CAMM.
 - e) An emergency is not a situation that develops due to poor planning on the part of the requesting department.

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P. Scrap and Surplus Items Policy

1. Items shall be deemed surplus or scrap by CAMM Management for noncapital items, and capital items.
 - a) Revenue vehicles, land, and improvements thereon, shall be excluded.
 - b) Items shall be deemed surplus or scrap by the Board of Directors for all other items.
2. The methods of disposal shall be:
 - a) Trade in on replacement equipment.
 - b) Solicit bids to sell to the highest bidder.
 - c) Dispose of items which have been declared surplus that are not traded in or for which no bids are received, in accordance with Authority and/or FTA guidelines as appropriate.
 - (1) The authority and responsibility for vehicles, equipment, and parts transactions rests with CAMM Management.
3. Responsibility
 - a) CAMM Inventory Analyst shall be responsible for developing and ensuring compliance with these procedures and the actual disposition of the item.
 - b) Maintenance department shall be responsible for identification of secured storage/ holding areas for maintenance items and vehicles and shall obtain approval to declare a maintenance item or vehicle surplus or obsolete.
 - c) General Services shall be responsible for determining further use, if any, Authority-wide, or any and all office equipment or furniture identified for disposal.
 - d) Accounting shall be responsible for receipt of all properly completed forms requesting disposition of an item and transfer of an item.
 - e) CAMM shall be responsible for identification and coordination of all items to be stored for disposal, and represent the Authority at the auction or conduct the sale or other disposal of items.
 - f) Maintenance Base Supervisor shall be responsible for supervising item relocation to/from the secured storage holding area.
 - g) Departmental Fixed Asset Custodian shall be responsible for initial preparation of all necessary documentation and forms required to surplus material in accordance with section of the Accounting Policy and Procedures Manual.
 - (1) The Custodian shall be responsible for the transfer of all fixed assets within their department
4. Presale Requirements
 - a) Fixed Asset Transfer Form (AFP-005) (see Forms) shall be completed and signed by the Departmental Fixed Asset Custodian for all items identified for storage, disposal or transfer. Each department has a Fixed Asset Custodian.

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- b) Authorization for Disposition or Retirement Form and Attachment (Form VAFP-049 and AFP-058) must be completed by the Departmental Fixed Asset Custodian in order to obtain and receive the required approval to dispose of the item(s).
- c) Prior to the transport of an item to secured storage or the disposition of an item, all required forms must be completed and the appropriate level of approval of the request to surplus an item must be obtained.
- d) The sale or disposal of FTA funded-assets shall be in accordance with federal requirements.
 - (1) All necessary approvals to surplus items must be obtained prior to disposal by CAMM.
 - (2) In those instances where surplus material is to be replaced, CAMM shall not begin the procurement process for replacement assets, until all necessary authorizations to dispose of the surplus or obsolete assets are obtained.
- e) After surplus or disposal of federally-funded fixed assets with an initial purchase price of \$5,000 or more, CAMM shall send notification to the Grants Administrator for inclusion in the Quarterly Report of Grant Activity.

5. Identification and Control

- a) Annually, each Departmental Fixed-Asset Custodian shall develop a list of items both capital and non-capital, that are obsolete or surplus to the operation of that department or are scheduled for replacement.
- b) The Departmental Fixed-Asset Custodian shall provide all necessary forms and documentation to the Manager of Accounting, in order to request approval to dispose of the items.
- c) The Departmental Fixed-Asset Custodian shall also prepare a list summarizing all items that have been requested for surplus.
 - (1) This list shall be provided to the Managers of Accounting and General Services.
- d) General Services shall review the lists submitted and shall physically locate, verify, and identify the items.
 - (1) The list shall be circulated to all Directors and Department Managers.
- e) If Directors or Department Managers have a need for any of the office equipment or furniture, they shall contact General Services, who shall:
 - (1) Arrange for an inspection of the items and a financial decision shall be made regarding the reassignment.
 - (2) Transfer of the asset from one department to another.
 - (a) General Services shall complete a Fixed-Asset Transfer Form (AFP-005) and submit it to the Manager of Accounting.

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- f) The Manager of Maintenance shall designate an appropriate secured storage area for all maintenance items and vehicles declared surplus and for which no further use has been identified.
 - g) Maintenance shall have the keys required for authorized access to the secured storage areas and shall be present at all times while items are being located therein and transported there from.
 - h) Maintenance shall have authorized access to this area in case of fires or other emergencies.
 - i) After determination of items to be reassigned or transferred, General Services shall arrange for the items (except vehicles) to be picked up at their designated locations and transported to the appropriate secured storage area.
 - (1) Prior to physical transportation of the items, General Services shall complete a Fixed-Asset Transfer Form (AFP-005) and submit it to Accounting.
 - j) Maintenance shall be present at the secured storage site, and shall complete a log of all material received into storage which shall include:
 - (a) Fixed-asset number
 - (b) Description
 - (c) Pan number
 - (d) Quantity
 - k) Maintenance shall arrange for the relocation and secured storage of all vehicles.
 - l) Upon the completion of vehicle relocation and storage, Maintenance shall notify Accounting and CAMM of the vehicle numbers assigned to secured storage.
6. Sale
- a) When CAMM receives the required Authorization to Retire Form, CAMM shall contact the Auctioneer to auction all items in public sale forum, or in a series of public sales, and CAMM shall use the most effective means of disposing of all material and equipment to be sold, as long as it is done on a competitive basis.
 - b) Sale of items shall not be permitted to:
 - (1) Authority Board of Directors
 - (2) Authority Employees involved in:
 - (a) Original procurement
 - (b) Determining the item as surplus
 - (c) Disposal of the item
 - (3) All CAMM employees
 - (4) Spouses or dependents of any of the above
 - c) Funds received shall be promptly submitted to the Accounting Department, with a copy of the Sales Agreement Only cash, a cashier's check, a certified check or payment in a form approved by Accounting may be accepted.
 - d) If no qualified bids are received, then CAMM shall negotiate a sale of such property.

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- (1) If it is not possible to negotiate a sale, CAMM may hold the property for future use or sale of the property, or discard as scrap.
 - e) Accounting shall receive written notice via the Authorization to Retire Form:
 - (1) All items sold, including asset number and description.
 - (2) The sales price
 - (3) The names of individuals or firms purchasing the item
 - f) Accounting shall receive the cash proceeds from the sale, not later than fifteen (15) working days after the auction transaction.
 - g) Unsold items, if any, shall remain in secured storage until final disposition.
7. Sale of FTA Funded Personal Property
- a) For Non-Expendable Personal Property with a unit cost of less than \$5,000, the Authority may use the property for other activities without reimbursement to FTA, or sell the property and retain the proceeds.
 - b) For Non-Expendable Personal Property with a unit acquisition cost of \$5,000 or more and has a useful life of more than three (3) years, the Authority may retain the property for other uses provided that compensation is made to FTA or transfer the property to another agency to sell the property.
 - c) The amount of compensation shall be computed in accordance with FTA Circular 50101E.
 - d) Upon completion of disposition of assets purchased with federal funds, defined under Non-Expendable Personal Property, CAMM shall provide the Grants Administrator with a record of the disposition for inclusion in the quantity report of grant's activity.
 - e) For Expendable Personal Property the Authority may either retain the property for use of non-FTA sponsored activities or may sell the property if:
 - (1) There is a residual inventory of such property exceeding \$5,000 in total aggregate fair market value, upon termination or completion of the grant, and the property is not needed for any other FTA sponsored project or program.
 - (2) The Authority must compensate FTA for its share.
 - (3) The amount of compensation shall be computed in the same manner as non-expendable personal property.

III. Signature Authority Levels

A. Procurement Delegation Policy

1. The Board shall delegate the following procurement authorities to the Chief Executive Officer and the Chief Executive Officer shall delegate procurement authorities to CAMM Management.
2. The Chief Executive Officer, through the CAMM department shall issue:
 - a) Request for Proposals or Invitation for Bids up to \$1,000,000
 - b) Procurements less than \$25,000 which have not been budgeted
 - c) Agreements and/or purchase orders for all budgeted services including:
 - (1) Architectural and engineering for an amount up to \$250,000
 - (2) Professional services for an amount up to \$250,000
 - (3) US Postal Service and services by utilities controlled and regulated by law regardless of type or amount, subject to budget limits
 - (4) Public Works Projects in accordance with existing legal limitations not to exceed \$50,000 for budgeted projects
 - (5) Sole Source up to \$25,000 for materials, equipment or supplies, and services
 - (6) Fixed Assets acquisitions up to \$250,000 if budgeted
 - (7) Inventory materials, equipment and supplies, if competed, may be awarded in any amount.
3. Amendments
 - a) Contract values may be amended as follows and may not exceed:
 - (1) Fifteen (15) percent of the original contract amount or \$250,000, whichever is less
 - (2) Five (5) percent or \$250,000, whichever is less, of the original agreement amount, for equipment
 - (3) Fifty (50) percent of the original contract amount, or \$8,333, whichever is less for procurements \$50,000 or less. Total amount of contract plus amendment cannot exceed \$50,000.
 - b) Inventory amendments, when the original purchase order or contract value is \$250,000 or less and is competitively bid or is a sole source, can be made to the purchase order or contract regardless of the dollar amount by approval of CAMM management.

Inventory amendments, when the original purchase order or contract value is greater than \$250,000 and is competitively bid or is a sole source, can be made if the increase is thirty (30) percent or less of the original value by approval of CAMM management. If the amendment exceeds thirty (30) percent of the original contract or purchase order value, the Chief Executive Officer will execute the amendment. If the contract or purchase order does not specify a maximum obligation, then CAMM management

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can approve an increase that is thirty (30) percent or less of the annual budgeted amount. If the increase exceeds thirty (30) percent, the Chief Executive Officer will approve the increase.

4. The Chief Executive Officer shall have the authority to issue construction change orders up to \$210,000, as set forth in the State of California Public Contracting Code section 20142.

a) The Chief Executive Officer shall have the authority to approve change orders up to \$5,000 when the total amount of the original contract does not exceed \$50,000.

b) The Chief Executive Officer shall have the authority to approve change orders up to ten (10) percent of the original contract amount for contracts with a value between \$50,000 and \$250,000.

c) The Chief Executive Officer shall have the authority to approve change orders up to \$25,000 plus five (5) percent of the original contract amount in excess of \$250,000.

B. Board Approval Policy

1. The Board of Directors shall approve the issuance of all RFP's and IFB's in excess of \$1,000,000 including the weighted criteria.

2. The Board shall approve all procurements for values that exceed the CEO's authorization.

3. All procurements that exceed, or will exceed, \$250,000 require approval by the Authority's Board of Directors. For all Architectural and Engineering procurements that exceed \$250,000 and all other procurement actions \$750,000 or greater, the procurement will be presented as a Regular Calendar item at the Committee meeting. If the approval by the Committee is unanimous, it will move on to the Board as a Consent Calendar item. If the Committee feels there is a need for further discussion, it will move to the Board as a Regular Calendar item. For all other procurement actions less than \$750,000, the procurement will be presented as a Consent Calendar item at the Committee and Board meetings. It is at management's discretion whether to present procurement actions less than \$750,000 as a Regular Calendar item at Committee and/or Board meetings.

C. Chief Executive Officer Approval Policy

The Chief Executive Officer is responsible for updating the procurement policies as necessary. Board of Directors must approve major policy matters, such as determining what contract actions are significant enough for Board review or approving procurement methods for general categories or procurements.

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D. Approval Limits and Hierarchy Table

Procurement Process	Dollar Amount	Board Approvals Required
Micro Purchase	Budgeted and Non-budgeted ≤ \$2,500	None
Informal	Budgeted and Non-budgeted > \$2,500 and < \$50,000	None
Fixed Asset Purchases	IFB >\$1,000,000	Approval prior to release of IFB
	Budgeted and ≤ \$250,000	None
	Budgeted and > \$250,000	Award
	Non-budgeted and ≤ \$25,000 Non-budgeted and > \$25,000	None Release of IFB, Award
Public Works and Construction Projects	IFB >\$1,000,000	Approval prior to release of IFB
	Budgeted and ≤ \$50,000	None
	Budgeted and > \$50,000	Award
	Non-budgeted and ≤ \$25,000 Non-budgeted and > \$25,000	None Release of IFB, Award
Architectural and Engineering Service	RFP>\$1,000,000	Approval prior to release of RFP
	Budgeted and ≤ \$250,000	None
	Budgeted and > \$250,000	Selection of Top Ranking Firms
	Non-budgeted and ≤ \$25,000 Non-budgeted and > \$25,000	None Release of RFP & Selection of Top Ranked Firms
Procurement Process	Dollar Amount	Board Approvals Required
Professional and Technical Services	RFP>\$1,000,000	Approval prior to release of RFP
	Budgeted and ≤ \$250,000	None
	Budgeted and > \$250,000	Selection of Consultant
	Non-budgeted and ≤ \$25,000 Non-budgeted and > \$25,000	None Release of RFP Selection of Consultant
Amendments/ Formal Procurements	Lesser of 15% of Original Contract Amount or \$250,000	None
Change Orders	Pursuant to State of California Public Contract Code, Section 20142 and less than \$210,000 per change.	None

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Amendments/ Informal Procurements	50% of the original, total contract amount, or \$8,333, whichever is less, provided that total contract amount does not exceed \$50,000.	None
Equipment Amendments	Lesser of 5% of Original Contract Amount or \$250,000	None
Sole Source	\leq \$25,000 $>$ \$25,000	None Award
Cooperative Agreements and Revenue Agreements	$<$ \$250,000 $>$ \$250,000	None Award
Inventory Amendments for Purchase Orders and Contracts over \$250,000	\leq 30% increase $>$ 30% increase	None None; requires CEO signature

IV. Standards of Conduct for Procurement

A. Authority's Conflict of Interest Code Policy

1. The Authority's Board of Directors has adopted a Code of Conduct which adheres to a strict code that governs accepting gifts, relationships with contractors, maintaining confidentiality and avoidance of conflicts of interest. (See Form Section for entire Code of Conduct.)

B. Procurement Standards of Conduct Policy

1. There shall be uniform and equitable application of the Authority's Standards of Conduct involving all activities associated with the procurement of goods and services.

a) Authority personnel shall not be involved in any procurement decisions in which he or she or persons related to same have a financial interest.

(1) In cases where there may be a benefit, either direct or indirect, Authority personnel shall be responsible to report in writing to the Director of CAMM.

(a) If Authority personnel fail to report such benefit, he or she shall be subject to any disciplinary proceeding deemed appropriate by the Authority, including possible dismissal.

(2) No employee shall participate in the selection, award or administration of a contract or purchase order, if a conflict of interest real or implied would be involved.

(3) Such a conflict would arise when any one of the following has a financial or other interest in the firm selected for award:

(a) The employee

(b) Any member or his or her household or immediate family

(c) An organization that employs or is about to employ any of the above

b) No Authority employee shall solicit, demand or accept from contractors, subcontractors or parties to sub-agreements, anything of a financial value, favors or gratuities for or because of any action taken, or not to be taken, in the performance of their duties.

(1) Employees may accept unsolicited gifts of nominal intrinsic value.

(2) Employees are not to accept paid meals from vendors or consultants that are then billed back to the Authority.

(3) An employee failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by the Authority, including possible dismissal.

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- c) No Authority employee shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to such Authority employee by blood, marriage, or by common commercial or financial interest.
 - (1) An employee failing to adhere to the above will be subject to any disciplinary proceeding deemed appropriate by the Authority, including possible dismissal.

C. State and Federal Conflict of Interest Code Policy

- 1. Employees of the Authority shall also be subject to the conflict of interest laws of the State of California and the U.S. Department of Transportation; Federal Transportation Administration.
 - a) Employees who violate the laws shall be subject to the penalties, sanctions or other disciplinary actions provided for therein.

D. Vendor Relations Policy

- 1. Requesting department personnel:
 - a) Shall solicit only general information from vendors, consultants, and contractors
 - b) Shall obtain price-range estimates for budgeting purposes only
 - c) Shall not act in a manner that implies a conflict of interest or preferential treatment of one vendor, consultant, or contractor over another
 - d) Shall not make contractual obligations to vendors
 - (1) Only the Board of Directors, Chief Executive Officer, or CAMM can contractually bind the Authority.
 - e) Shall not divulge confidential information to any vendor unless such information is a specific part of a project under discussion
 - f) Must stop all discussions with vendors, consultants, or suppliers once a requisition has been sent to CAMM, and all discussion by staff must go through CAMM.
 - g) If a member of the Proposal Evaluation Committee has a need to meet with individuals from one of the proposing firms on an unrelated matter, the evaluator must document the meeting notice on their Outlook calendar with a notice to the evaluators' supervisor and the Director of CAMM and must prepare a brief synopsis of what occurred after the meeting.
 - h) The proposal evaluation period shall be defined as the period beginning on the date that the solicitation is released through the date that the contract is fully executed. Proposing firms, subcontractors and advocates will be prohibited from making contact with members of the proposal evaluation committee during this period.
- 2. Visits or other communication by requesting departments with vendors concerning details of their products or services shall be coordinated through CAMM.

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3. All contacts with vendor, suppliers, or consultants that relate to a particular procurement that is in the solicitation, evaluation, negotiations, or award phase must be conducted by CAMM staff.
 - a) Only CAMM personnel shall discuss prices and quantities with supplier's representatives.
 - b) All correspondence with suppliers of a contractual nature or that modify the scope of work shall be handled through CAMM.
4. Conflict of Interest
 - a) All Offerors responding to the Request for Proposals must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, an Offeror is unable, or potentially unable to render impartial assistance or advice to the Authority; an Offeror's objectivity in performing the work identified in the Scope of Work is or might be otherwise impaired; or an Offeror has an unfair competitive advantage. Conflict of Interest issues must be fully disclosed in the Offeror's proposal.
 - b) Firms that are hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with Authority, either as a prime or subcontractor.

E. Vendor Protest Policy

1. The Authority shall ensure to the greatest extent possible uniform, timely, and equitable consideration of all complaints received by the Authority concerning procurement activities.
2. For Board of Directors approved procurements, the initial responsibility for granting a fair review and disposition of any protest shall be that of the CAMM Management.
 - a) If the protest is not resolved at that level, the protester may pursue a resolution at the level of Chief Executive Officer and ultimately by the Board of Directors.
 - b) It shall be the responsibility of the CAMM Management to see that all information regarding any protest is made available to the Chief Executive Officer and/or Board of Directors upon their request.
3. For staff approval procurements, the responsibility of protest resolution shall rest solely with the Director of CAMM.
4. Protest Term Definitions
 - a) Protest shall mean a written objection by an interested party to a solicitation for offers for a proposed contract for the acquisition of supplies or services or a written objection by an interested party to a proposed selection or the award of such a contract.
 - b) "Days" shall mean calendar days.
 - c) "File" or "Submit" shall mean the date of receipt by the Authority.

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- d) “Interested Party” shall mean all bidders/candidates on a procurement, whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
 - e) “Bid” shall mean and include the term "offer" or "proposal" as used in the context of small purchase procedures:
 - (1) Competitive sealed bids [Invitation for Bids (IFB)]
 - (2) Competitive negotiations [Request for Proposals (RFP)]
5. Basis for Protest
- a) It is in the policy of the Authority to ensure that free and open competition takes place in all procurement activities and that no restrictive specifications are issued.
 - b) If, in the course of a procurement action, an interested party has reason to believe that these conditions do not exist, the interested party may file a protest in accordance with the provisions of these Protest Procedures with the CAMM Management requesting a review of the claim and a timely resolution of the issue as defined in Protest Deadline section of document.
6. Submission of Protest
- a) The protest shall be submitted in writing to the attention of the CAMM Management, and shall include:
 - (1) The name and address of the protester
 - (2) The solicitation number and the project description
 - (3) A statement of the grounds for protest and all supporting documentation
 - (4) The resolution to the protest desired from the Authority
7. **Types of Protests**
- a) A "pre-bid" or "solicitation phase protest" is received prior to the bid opening or proposal due date.
 - b) A "pre-award protest" applies only when:
 - (1) A bidder/proposing firm protest the recommendation to a particular contractor
 - (2) It is received after receipt of bids/proposals, but before award of a contract
 - c) A "post-award protest" is a protest received after selection of a Consultant/Bidder by staff or Board of Directors.
8. **Protest Deadline**
- a) "Pre-bid or solicitation phase protests" shall be filed no less than fifteen (15) days prior to the bid opening or proposal due date.
 - b) "Pre-award protests" shall be filed within five (5) days after Bid/Proposal due date.
 - c) "Post-award protests" shall be filed within seven (7) days after the selection/award has been made.

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9. Where to File
- a) All protests shall be directed to the CAMM Management.
 - b) Protests delivered using the US Postal Service shall be addressed as follows:

Orange County Transportation Authority
CAMM Management
550 South Main Street, PO Box 14184
Orange, California 92683-1584
Attention: BID PROTEST
 - c) Protests delivered in person or by means other than the US Postal service shall be submitted to the following address:

Orange County Transportation Authority
CAMM Management
600 South Main Street, 4th Floor
Orange, California 92868
Attention: BID PROTEST
10. Review Levels
- a) Upon receipt the CAMM Management shall promptly consider the protest and may give notice of the protest and its basis to other persons including bidders/candidates involved in or affected by the protest.
 - b) The CAMM Management shall notify the protester in writing within five days that the protest has been received and is undergoing review.
 - c) If the procurement is federally funded, the Authority shall notify FTA in writing of the receipt of the protest and keep FTA informed about the status of the protest.
 - (1) This written notification shall be sent within ten (10) days from receipt of the protest.
 - d) The CAMM Management shall review all material submitted with the initial protest.
 - e) No additional material shall be accepted for consideration during the protest review unless specifically requested by the CAMM Management.
 - f) If additional material is requested, it shall be submitted by the requested date.
 - g) The CAMM Management will render a decision in writing to the protester within thirty (30) days after receipt of the protest.
11. Chief Executive Officer Review
- a) In the event of an adverse decision by the CAMM Management for Board of Directors approved procurements, the protester may submit his/her protest in writing to the Chief Executive Officer no later than ten (10) days after the date the CAMM Management has rendered a decision.

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- b) The protester shall submit only the information previously submitted to the CAMM Management as well as a copy of the CAMM Management's decision.
- c) The Chief Executive Officer shall not consider any additional material that was not submitted to the CAMM Management.
- d) The Chief Executive Officer shall notify the protester in writing within five (5) days that the protest has been received and is undergoing review.
- e) The Chief Executive Officer shall render in writing a final decision within thirty (30) days after receipt of the protest.
- f) The Chief Executive Officer may delegate his/her authority and responsibility to a designee.

12. Board of Directors Review

- a) In the event of an adverse decision by the Chief Executive Officer for Board approved procurements, the protester may request in writing a review by the Authority's Board of Directors.
 - (1) This shall be subject to the requirement that the protest is based on information not previously presented to the Board of Directors.
- b) To request a review, the protester shall submit only the documentation previously submitted to the CAMM Management and the Chief Executive Officer, as well as the decisions previously rendered, to the Clerk of the Board within five (5) days of the Chief Executive Officer's decision.
- c) The Board of Directors shall not consider any data not submitted to the CAMM Management and the Chief Executive Officer.
- d) Upon receipt of request for review by the Board of Directors of the protest, the Clerk of the Board shall agenda a review for a regularly scheduled Board meeting.
- e) The CAMM Management shall notify the protester in writing of the scheduled date of review of the Board of Directors.
- f) At the Board meeting, the protester may give an oral presentation of the information previously provided in writing.
 - (1) At the conclusion of the presentation, the Board of Directors shall make a determination.
 - (2) The decision of the Board of Directors shall be final and there shall be no further administrative recourse.
 - (3) The CAMM Management shall notify the protester in writing of the Board's action.
- g) If the procurement is federally funded, staff will notify the FTA of the protest by including the information as part of its annual or quarterly progress reports. OCTA is responsible for settling all contractual and administrative issues arising out a procurement, using good administrative practice and sound business decision-making. The FTA will not substitute its judgement for that of OCTA's unless the matter is primarily a federal concern.

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h) Execution of any proposed agreement shall be delayed pending the resolution of the protest, unless one or more of the following conditions is present:

- (1) The items or services being procured are urgently required.
- (2) Delivery or performance will be unduly delayed by failure to make award promptly.
- (3) Failure to make prompt award will otherwise cause undue harm to the Authority.

13. Protest Remedies

a) There shall be no Limitation on Remedies selected by the Authority.

(1) Nothing contained herein shall be construed to neither act as a limitation on the Authority's choice of remedies nor confer any right upon any interested party to a remedy.

b) In determining the appropriate remedy, the Authority shall consider all the circumstances surrounding solicitation or contract selection and/or award, which shall include:

- (a) The seriousness of any deficiency found to exist in the contracting process.
- (b) The effect of the action of the competitive process
- (c) Any urgency surrounding the contract requirement
- (d) The effect that implementing the remedy will have on the Authority's overall ability to accomplish its mission

c) If the Authority determines that the award or proposed award was not made in accordance with the applicable Authority statutes, regulations, policies, and procedures, the Authority shall, in its sole discretion, grant any remedy it deems appropriate.

14. Vendors Involved in the Protest Process

Vendors involved in the protest process with the Authority are not prohibited from submitting proposals on new work. The vendor's proposal for new work will be evaluated as part of the proposal evaluation process. At the time of Board action for the new work, the Board of Directors will be made aware that a selected vendor is currently protesting the Authority under a different procurement. If the vendor in dispute is being recommended for consideration, the Board will make a decision to approve or not approve the vendor selection on a case by case basis.

Types of Procurements

V. Informal Competitive Procurements

A. Purchasing Credit Card Policy

1. The Purchasing Credit Card (PCC) may replace some purchase orders, invoices and small dollar payment requests as well as petty cash, to simplify the procurement process for low dollar purchases in order to meet procurement needs in a timely manner.
2. Purchasing Card Administrator
 - a) Authority's PCC Program Administrator shall be CAMM's Senior Financial Analyst.
3. Cardholder
 - a) Employee must pass employment probationary period
 - b) Before a PCC is given to any employee, their department manager(s)/director(s) must give their approval for the employee to have the ability to purchase small dollar items.
 - c) The Cardholder shall be responsible for:
 - (1) Security of the card
 - (2) Use of the card
 - (3) Compliance with Authority's PCC Policies and Procedures
 - (4) Reconciliation of the monthly bank statement
 - (5) Compliance with Authority's Business Policies and Procedures
4. Transaction Limits
 - a) The PCC has a single transaction limit of \$2,500 with a monthly limit of \$5,000
 - b) A transaction shall include the purchase price, sales tax, freight, handling fees and any other costs associated with buying the item.
 - c) Transaction will not exceed the approved amount.
5. Restricted Uses
 - a) Certain items shall be restricted from purchase.
 - b) The lending of purchasing card or giving the card number to other employees shall be considered a misuse.
 - c) Misuse of the card shall result in the revocation of the purchasing card and may result in disciplinary action, up to and including termination.
6. Ordering Process
 - a) The Cardholder is responsible for determining that the transaction total does not exceed the single purchase limits, which shall include tax, freight and handling.
 - b) When a purchase request is made, the supplier will validate the transaction against the pre-set limits established by the Authority.

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- (1) All transactions shall be approved or denied based on whether the single purchase limit has been exceeded or the monthly spending limit.
 - c) The Cardholder shall be responsible for inspecting any shipment of goods ordered.
 - d) In case of returns, the Cardholder shall coordinate first with the supplier.
 - (1) If a dispute situation occurs, the Cardholder shall follow the procedures detailed in the CAMM PCC Manual.
7. Purchasing Card Transaction Log
 - a) It is required that a Purchasing Transaction Log be maintained by the Cardholder.
 - b) Cardholders must always obtain a detailed receipt for each purchase when using the Purchase Card.
 - c) All packing slips must be retained by the Cardholder as part of the Purchasing Card documentation.
 - d) The log and receipts shall be retained as backup to the monthly bank statement and a copy sent to Accounting for the correct recording of charges to the department's budget.
 - e) It is mandatory to retain all vendor receipts/documentation to simplify reconciliation for purchases made with the Purchasing Card.
 - f) Cardholders shall ask the vendors to send the invoices and/or receipts directly to the Cardholder and not Accounting.
 - (1) It is the Cardholder's responsibility to ensure that there is a receipt for each purchase.
8. Reconciliation
 - a) Payment to the bank shall be made by Accounting. Each cardholder will receive from the bank a monthly statement. This statement along with the transaction log and copies of all receipts must be sent to Accounting by the deadline set each month
 - (1) The Cardholder shall, to the greatest extent possible, reconcile the monthly bank statement the same day it is received from the bank, to verify its accuracy.

B. Micro-Purchase Policy

1. A Micro-Purchase is an informal method of procuring goods and services with a value of \$2,500 or under. A micro-purchase may require obtaining competitive quotations. If quote is obtained, the CA shall award to lowest responsive and responsible bidder. The following procurement methods may be used for Micro-Purchases:
 - a) The purchasing credit card may be used.
 - b) For those vendors who do not accept purchasing credit cards, payment requests shall be submitted to Accounting.
 - c) Procurements shall not be divided or reduced in size merely to fall within the micro-purchase limit.

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2. The CA shall document in the file that a determination was made that the price is fair and reasonable, and the method used to make that determination.

C. Informal Purchase Policy

1. Informal purchases for services:
 - a) For those purchases of \$2,501 to \$50,000, the Request for Quote (RFQ) process may be used.
 - (1) An Evaluation Committee consisting of the CA and Project Manager shall use factors such as cost/price analysis and proposal content to determine award.
 - (2) The CA shall document results of all such informal procurement actions, including that the price was fair and reasonable, and the method used to make that determination.
2. Informal purchases for goods:
 - a) For those purchases of \$2,501 to \$50,000, the RFQ process may be used.
 - (1) Award is made to the lowest bidder.
 - (2) The CA shall document results of all such informal procurement actions, including that the price was fair and reasonable, and the method used to make that determination.

D. Blanket Purchase Orders Policy

1. Blanket Purchase Orders (PO) shall be used to cover annual requirements of small, repetitive type procurements of goods.
2. Permission to use the Blanket PO may be delegated by the department manager to an individual within the requesting department.

E. Sole Source Procurement Policy

1. Sole Source procurements may be used only when:
 - a) The item is available only from a single source.
 - b) The public exigency or emergency for the requirement exists which will not permit a delay resulting from competitive solicitation.
 - (1) Failure to submit requirements in a timely manner to meet project deadlines is not an emergency situation.
 - c) After solicitation of a number of sources, competition is determined inadequate.
 - d) The item is an associated capital maintenance item as defined in 49 USC and 5307(a)(1) that is procured directly from the original manufacturer or supplier of the item to be replaced.
 - (1) The staff must first certify in writing (i) that such manufacturer or supplier is the only source for such item; and (ii) that the price of such item is no higher than the price paid for such item by like customers.
 - e) When FTA awards a grant agreement or enters into a cooperative agreement with a team, consortium, joint venture or partnership, or provides FTA assistance for a research project in which FTA has approved

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the participation of a particular firm or combination of firms in the project work, the grant agreement or cooperative agreement constitutes approval of those arrangements.

2. Sole Source procurements shall be avoided whenever possible.
3. A contract amendment or change order that is not within the scope of the original contract shall be considered a Sole Source procurement and must comply with the same requirements identified in this section.
4. Requests for Sole Source procurement must first be approved by the Director of CAMM.
 - a) A cost analysis, verifying the proposed cost data, the projections of the data, and the evaluation of the specific elements of cost and profit, shall be required.
 - b) An analysis of the level of effort that will be extended by the sole source firm
 - c) For PO or contracts above \$50,000 Internal Audit will be required to perform a price review to determine fair and reasonableness.
 - d) If the procurement is \$50,000 or less, a price review will be performed by CAMM.
5. Sole Source procurements up to \$25,000 shall be approved by the Chief Executive Officer or CAMM Management.
6. Sole Source contracts or purchase orders over \$25,000 shall be approved by the Board of Directors.
7. Sole Source purchase orders for annual hardware and software licensing, maintenance, and emergency support that are approved by the Board of Directors as part of their action on approving the annual budget are not subject to price review by Internal Audit unless the total purchase order value exceeds \$50,000 and is more than 15% higher than the previous year's total purchase order value.

F. Unsolicited Proposal Policy

An unsolicited proposal is a written proposal that is submitted to the Orange County Transportation Authority (Authority) for the purpose of developing a partnership and/or obtaining a contract that is not in response to a current, recent or anticipated request for proposals or bids. An unsolicited proposal should be for an innovative and unique concept, service or product. The unsolicited proposal should be prepared and submitted without supervision or direction by Authority personnel.

The Authority may accept unsolicited proposals as written submissions, for the purpose of obtaining innovative and unique methods and procedures. Unsolicited proposals must contain the following information in order to be considered. Unsolicited proposals must be delivered to the following address:

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Orange County Transportation Authority
Contracts Administration and Materials Management Department (CAMM)
550 South Main Street,
P.O. Box 14184
Orange, CA 92863-1584

Nothing in the policy or this procedure requires the Authority to act or enter into a contract based on an unsolicited proposal. The Authority, at its sole discretion, may return or reject the unsolicited proposal at any time during the review process.

1. Proposal Information

a) General Information

Proposers shall provide the following information for unsolicited proposals:

- (1) Name, address, telephone number and/or email address of the firm, joint venture or organization
- (2) Names of contact person(s), telephone numbers, and email addresses for the technical and financial aspects of the proposal
- (3) Type of organization: profit, non-profit, educational institution, etc.
- (4) Identification of any other parties/agencies to whom the proposal was also submitted
- (5) Signature of binding authority

b) Technical Proposal

Proposers shall provide a technical proposal that includes the following:

- (1) Introduction with background information about the proposer's relevant experience, capabilities and accomplishments
- (2) A clear and concise overview of the proposed effort describing what makes the solution innovative or unique
- (3) Problem statement identifying any related deficiencies or gaps the proposed effort is intended to support
- (4) Proposed solutions or recommendation including supporting statistical data
- (5) Identification of any impediments that may prevent your proposal from being implemented.
- (6) Benefits and value to be derived from the proposed effort including how the proposal advances the Authority's mission and goals
- (7) Proposal objective which should be measurable and result oriented
- (8) Proposal methodology, including:
 - (a) How and why the project activities were selected
 - (b) Timeframe and sequence of events
 - (c) Staffing plan

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- (d) Tasks to be accomplished over the period of performance
 - (e) Milestone chart
 - c) Financial Proposal
 - (1) Proposers shall provide a financial proposal that includes the following:
 - (a) A detailed cost proposal that includes itemized prices for each line item or cost categories using a narrative format
 - (b) Total cost to implement, operate, maintain, and finance the project
 - (c) Expected return on investment for the Authority
 - (d) Ability for project to generate revenue or increase cost efficiencies for the Authority, if applicable
 - (e) Proposers' ability to finance the project, including identifying funding commitments from other sources and financial capabilities of the proposers
 - d) Confidential Information
 - (1) All proposals submitted to the Authority whether they are unsolicited or submitted as part of a competitive procurement, are subject to the provisions of the California Public Records Act. (California Government Code section 6250 et. seq.). Proposers must clearly mark each page of the unsolicited proposal that contains confidential or proprietary information, and trade secrets. Financial records and documents must also be marked as confidential to be protected. Concepts and ideas are not considered proprietary to the proposer.
- 2. Proposal Review
 - a) Notification of Unsolicited Proposal
 - (1) CAMM will provide a prompt notification to the proposer in writing that the Authority has received the proposal and indicate an intent to review it for further consideration. This notice will be issued within ten (10) business days from receiving the unsolicited proposal.
 - b) Review Process – Initial Conceptual Review
 - (1) Within sixty (60) days from receipt of the unsolicited proposal, CAMM will review the proposal and determine whether that proposal meets the following requirements of an unsolicited proposal:
 - (a) Is innovative and unique in what it offers
 - (b) Is independently developed and originated by proposer
 - (c) Prepared without Authority supervision, involvement or direction

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- (d) Includes the General Information, Technical Proposal and Financial Proposal described above
 - (e) Provides adequate detail to determine the value and benefit to the Authority
 - (f) Not an advanced proposal for a known or planned Authority requirement or solicitation
 - (2) If CAMM determines that the unsolicited proposal meets the requirements above, CAMM will review the unsolicited proposal with the appropriate department(s), division(s) and executive office to ensure there is sufficient interest in proceeding with the detailed review of the unsolicited proposal.
 - (3) If the Authority determines not to consider the unsolicited proposal beyond the initial review by CAMM, a written notification will be sent to the proposer.
 - (4) If the proposal is considered a valid unsolicited proposal with value and benefit to the Authority, CAMM will work with the department and executive office and convene a multi-departmental review committee to assess the proposal in greater detail. Upon completion of the review, a recommendation will be made to the Chief Executive Officer. While CAMM may not be a member of the technical review committee, CAMM will serve as the meeting facilitator, attend all meetings to document the process and be the main contact for the proposer and for internal review committee members.
 - (5) The Authority is not required to perform a comprehensive evaluation of an unsolicited proposal under the following conditions:
 - (a) It is unrelated to the Authority's mission;
 - (b) It does not offer a measurable benefit to the Authority;
 - (c) It does not include sufficient information to support a comprehensive evaluation; or
 - (d) It is not in the best interest of the Authority.
- 3. Review Process – Detailed Review
 - a) The review committee will examine the details of the proposal, by evaluating the technical and financial aspects of the proposal. The committee has the ability to request the following:
 - (1) Additional supporting documentation
 - (2) Proof of proposer's ability to finance the project i.e. detailed financial records or audited financial statements
 - (3) More specific data or detailed analysis or clarification
 - (4) Meeting(s) with the proposer to discuss proposal details
 - (5) Demonstration of the project being proposed, if applicable
 - (6) Any additional information or details necessary to answer questions raised by the review committee.

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b) At the conclusion of the evaluation of the proposal, the review committee will make a determination of the proposal's merits, and recommend its approval. The decision will be sent to the Chief Executive Officer for review and concurrence.

4. Recommendation

a) The acceptance and review of an unsolicited proposal does not bind the Authority into awarding a contract to the proposer.

b) If the proposal offers a product or service that contains proprietary information, data, or concepts and is truly a unique one-of-a-kind item, then the Authority, following its existing policies and procedures may proceed with a sole source agreement. If it is impossible to describe the product, property or service offered without revealing proprietary information or disclosing the originality of thought or innovativeness of the product, property or services offered, the Authority may make a sole source award.

c) If the unsolicited proposal does not meet the criteria for a sole source contract award, the Authority will seek to obtain full and open competition by following the actions below before entering into a contract resulting from an unsolicited proposal:

(1) Receipt of Unsolicited Proposals – the Authority will publicize receipt of the unsolicited proposal on the Authority's CAMM-NET website and also advertise for it in a publication of general circulation and, if appropriate, in any relevant trade publications.

(2) Adequate Description – the Authority will publicize an adequate description of the product, property or service offered without improperly disclosing proprietary information or disclosing that originality of thought or innovativeness of the product, property or service.

(3) Interest in the Product, Property or Service - the Authority will state in the publication, its interest in acquiring the product, property or service described in the unsolicited proposal

(4) Opportunity to Compete – the Authority will provide an adequate opportunity (a minimum twenty-one (21) days) for interested proposers to comment or submit competing proposals or to request an opportunity to respond within a given timeframe.

(5) Contract Award Based on Proposals Received - the Authority will publicize on its website, its intent to award a contract based on the unsolicited proposal or another proposal submitted in response to the publication.

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5. Contract Resulting from an Unsolicited Proposal
 - a) Nothing in this policy or procedure requires the Authority to act or enter into a contract based on an unsolicited proposal or another proposal submitted in response to the publication using the same or similar methods provided above.
 - b) Contract negotiation may occur prior to final approval of the contract. Contract approval and award may require approval by the Authority's Board of Directors.

VI. Formal Competitive Procurements

A. Competitive Sealed Bids (Invitation for Bids – IFB) Policy

1. The following conditions must be present for an IFB to be used:
 - a) A complete, adequate and realistic specification or purchase description is available
 - b) Two or more responsive and responsible bidders are willing and able to compete effectively for the business
 - c) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price
 - d) No discussion is needed with bidders
2. Invitation for Bid (IFB) is used for:
 - a) Public works/construction projects \$50,000 or greater. Contractors may be hired on an On-Call basis for \$50,000 or under.
 - b) The Authority shall utilize the definition found in California Public Contracts Code Section 1101 to determine if procurement is a public works project.
 - c) These projects must be awarded to the lowest, responsive, responsible bidder.
 - d) If a single bid is received greater than \$50,000, an internal audit report shall be issued.
 - (1) The CA shall provide recommendation, data, copy of current Dunn & Bradstreet report, and request for audit report.
 - (2) Internal Auditor shall contact contractor, solicit financial data and review to ensure the following:
 - (a) Fair and competitive procurement process
 - (b) Financial stability of the contractor
 - e) Fixed Asset Purchases
 - (1) Fixed assets are those with unit costs greater than \$5,000 and a useful life of at least three (3) years.
 - (2) Award is made to the lowest responsive and responsible bidder.
 - (3) Board approval of contract award is required for budgeted procurements greater than \$250,000.
 - (4) Non-budgeted procurements for projects greater than \$25,000 require Board approval for both the release of the IFB and contract award.
 - f) Capital purchases greater than \$50,000.
 - g) Miscellaneous purchases whose cumulative value will exceed \$50,000.
3. The requesting department shall initiate the process by submitting a requisition, Specification or Statement of Work and an ICE.

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4. The IFB packet shall include:
 - a) General instructions to the bidders concerning the bid format, pre-contractual expenses, contract conditions, pre-bid conferences, and other information
 - b) A blank bid form used by the bidder to summarize the bid and that bind the bidder to a legal offer
 - c) Required forms to be completed by the bidder and submitted with the IFB
 - d) Documents which display key facts, specifications, maps, report formats, and other important information to clearly define the goods or services needed in order for the bidder to properly respond to the IFB. Imposing unreasonable requirements on bidders shall be prohibited.
5. A CAMM Manager will review the IFB package prior to its release to the public.
6. If the procurement has a value greater than \$1,000,000, Board approval is required prior to releasing the IFB. The requesting department and the CA will prepare a staff report.
 - a) Draft IFBs shall be sent to the Clerk of the Board's office which will be available for review by Board members or the public.
7. After the Board approves the release of the IFB, a public notice must be published in a newspaper of general circulation for two (2) consecutive weeks prior to the bid closing date.
 - a) The public notice shall include:
 - (1) General description of the service or goods to be purchased
 - (2) Directions on how to obtain the IFB
 - (3) Bid submittal date and time
 - (4) Location in which bids will be publicly opened
 - (5) Applicable FTA clauses per FTA Circular 4220.1.F
 - (6) DBE goal percentage if federally funded
8. CAMM shall post the IFB on CAMMNET
 - a) The CA may issue a solicitation without posting it on CAMMNET, with prior approval by the CAMM Management.
9. Addenda to the IFB package may be issued only by CA.
 - a) Addenda must be issued in writing.
 - b) All addenda will be posted on CAMMNET.
 - (1) Those firms who are currently registered on CAMMNET and have identified the appropriate commodity codes shall be notified electronically of the Addenda release.
 - (2) If the solicitation was not posted on CAMMNET, the addenda shall be mailed to those firms who received the original solicitation.

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10. Sealed bids shall remain unopened and stored in a secure location until the public opening.
 - a) The CA shall open the bids publicly at the time and place specified in the IFB package. The CA shall record the following information for each bid:
 - (1) Time and date the bid was submitted
 - (2) Time and date the bid was opened
 - (3) Signature of the person opening the bid
 - (4) Signature of the person witnessing the opening
 - b) The public may review bids at the time of opening, and during the evaluation period up to the award of the bid.

11. Each bid shall be recorded, reviewed and evaluated by the CA and the Project Manager.
 - a) Payment discounts may not be used to determine low bid.
 - b) Upon conclusion of evaluation, the contract award shall be made by written notice to the responsive and responsible bidder whose bid, conforming to all the material terms and conditions of the IFB, is lowest in price.
 - c) The CA shall prepare a report summarizing the bids and the report shall be made available to the requesting department.
 - d) The award shall be made by the Board of Directors, Chief Executive Officer, or the CAMM Management depending on value of the order and other factors.
 - e) All bids shall be open to public review after an award has been made.
 - f) If a single bid is received, an analysis must be made to determine if there were any elements in the procurement documents that may have restricted competition. The analysis must be documented and placed in the contract file.

12. CAMM will request an analysis to be conducted by the Internal Audit Department, for any construction, equipment or service procurements over \$50,000 if only a single bid is received.

13. If Board approval is required for the award of the contract, the requesting department and the CA shall prepare a staff report authorizing the Chief Executive Officer to execute the final purchase order or contract, and the report shall include:
 - a) Objectives of the project
 - b) Identification of all bidders responding to the IFB
 - c) Description of the procurement and evaluation process

14. In the event a tie situation exists for an IFB, award may be made to one of the bidders by drawing lots or all bids may be rejected.

B. Competitive Negotiated Procurements – Request for Proposal (RFP) Policy

1. The RFP process is a competitive proposal method used when proposals can be solicited from an adequate number of qualified vendors. Proposals are evaluated on a number of factors including price, which are identified in the solicitation along with their relative importance. Award is made to the responsible firm whose proposal is most advantageous to the Authority with price and other factors considered. The Director of CAMM has the authority to cancel a solicitation. A cancellation notice will be provided.
2. The requesting department must always initiate a requisition for services, scope of work, and an independent cost estimate prior to the start of the RFP process. Imposing unreasonable requirements on proposers shall be prohibited.
3. The following conditions must exist in order to use a competitive negotiated procurement method:
 - a) There must be a complete and adequate scope of work which would allow for competition.
 - b) The competitive negotiated procurement process does not require award to the lowest bidder.
 - c) The contract award amount, whether a firm fixed price or cost reimbursement, is determined based on the original vendor proposal, which may be changed using a Best and Final Offer (BAFO) and/or through negotiation between the two parties.
 - (1) Discussions or negotiations may also be used to address technical requirements.
 - d) If time and material contract is to be used, a determination must be made in writing that no other type of contract is suitable. The determination must demonstrate that it is not possible at the time of contract execution to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. Each Time and Expense Agreement shall include a clause that specifies a ceiling price that shall not be exceeded by the contractor, except at its own risk.
 - e) Cost plus a percentage of cost type contract shall be prohibited nor shall a cost plus percentage of construction cost type contract be used in pricing Architectural/Engineering contracts.
4. If the requirement is for an Architectural/Engineering and/or Professional service, the following shall apply:
 - a) Architectural and Engineering services must be competitively solicited and evaluated based solely on technical merit. Cost is not an evaluated factor.
 - b) Board authorization shall be required for release of RFPs on non-budgeted projects greater than \$25,000 but not on specifically budgeted projects.

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- c) Board approval of selection of the top ranked firms shall be required for budgeted procurements greater than \$250,000 and non-budgeted projects greater than \$25,000.
5. An RFP generally includes the sections below. A CAMM manager will review the RFP package prior to its release to the public:
- a) Purpose of the procurement
 - b) Procurement schedule
 - c) Proposal submittal requirements
 - d) Scope of work
 - e) Project schedule
 - f) Selection criteria
 - (1) The evaluation process that will be used
 - g) Proposed Agreements
 - h) Cost and Price forms
 - i) Applicable federal requirements
 - j) Other forms as applicable (See Forms)
6. The Board of Directors must approve the release of the RFP and evaluation criteria and weights for all procurements where the budget for the initial term is over \$1,000,000. If Board of Directors' approval is required, the requesting department and the CA will prepare their respective sections of the staff report for review by CAMM Management.
7. Preparation of the Request for Proposal (RFP)
- a) When the procurement is budgeted and over \$250,000, RFP shall clearly state that the selection of a consultant and award of a contract is the decision of the Board of Directors.
 - b) Draft RFPs over \$1,000,000 shall be sent to the Clerk of the Board, which will be available for review by Board members and the public.
 - c) Upon completion of these tasks, CAMM shall post the RFP on CAMMNET and advertise in a newspaper of general circulation for two (2) consecutive weeks prior to the RFP closing date.
 - d) The CA may issue a solicitation without posting it on CAMMNET, with prior approval by CAMM Management.
 - e) Each criterion shall demonstrate a norm of twenty-five (25) percent weighting. (With the exception of A&E RFPs)
 - (1) Variations are allowed in the weighting with a written justification by the CA and shall be identified in the Board Report, if applicable.
 - (2) Equal weighting will be given to firms for past experience where working with the Authority and elsewhere.
 - (a) In evaluating the qualifications of the firm criteria, any information obtained from the Past and Present Contracts form, regarding any of the candidate's contracts have been terminated due to a dispute or legal proceeding, will be taken into consideration.

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8. Pre-Proposal Conference
 - a) It may be necessary to hold a Pre-Proposal Conference, prior to proposal submission, to provide firms with a clarification of the RFP requirements.
 - (1) The CA, prior to the release of the RFP, shall, along with the Project Manager, make the determination as to whether or not a Pre-Proposal Conference will be required. This decision will be based on the complexity of the project, and need to inform prospective offerors of the requirements.
 - (2) Information regarding the Pre-Proposal Conference shall be clearly identified in the RFP, and if applicable, the public notice.
9. Addenda
 - a) The CA shall prepare and issue all Addenda to the solicitation, when necessary to make changes to the RFP or respond to questions submitted by firms.
 - b) All changes to the RFP shall be addressed by a written addendum to the RFP and signed by the CA.
10. Proposal Receipt and Disposition
 - a) CAMM shall be responsible to assure all proposals are received in accordance with the terms identified in the RFP.
 - b) Consultants may withdraw a proposal by written notice to the CA.
 - (1) A request for withdrawal must be in writing and received by the CA prior to the proposal due date.
 - c) Proposals shall be considered late if received after the date and time established in the RFP.
 - (1) When a proposal is late, CAMM staff shall return the unopened proposal promptly to the Consultant.
 - d) If a single proposal is received, an analysis must be made to determine if there were any elements in the procurement documents that may have restricted competition. The analysis must be documented and placed in the contract file.
11. Evaluation Committee
 - a) As part of preparing the procurement, the CA with input from the Project Manager shall select the proposal evaluation committee. The committee should represent diverse backgrounds who are subject matter experts in their particular field.
 - (1) An outside representative may be included on the evaluation committee if the project is one that has outside stakeholders or if the Project Manager and the CA decide it is in the best interest of the procurement.
 - (2) Negotiated procurements with a total dollar value greater than \$250,000 require a minimum of five (5) evaluation committee members.
 - (3) Negotiated procurements with a total dollar value greater than \$50,000 but less than \$250,000 may use a three (3) to five (5)

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member evaluation committee.

(4) The CA and the Project Manager shall ensure that the Evaluation Committee is sufficiently large enough, so the Authority departments affected by the procurement have adequate representation on the evaluation committee.

(5) Evaluation Committee members shall be selected based on the expertise needed to thoroughly evaluate the proposals.

(6) In select instances members of the Board of Directors may participate as members of evaluation committee; such as procurements for state and federal advocacy services; legal services and external financial auditing services.

b) A pre-evaluation meeting shall take place on all procurements prior to proposal submittal. At the pre-evaluation meeting, the CA will review with the committee members the criteria weighting and scoring. The PM will also have an opportunity to discuss pertinent features or desires of the project. The members will receive copies of the proposals received and will be asked to sign the Declaration of Impartiality and Confidentiality Form.

c) The CA shall chair the evaluation committee and is a voting member.

d) Each Evaluation Committee member shall have one vote.

e) Evaluation Committee members and others who may on a need to know basis, will be required to complete a Declaration of Impartiality and Confidentiality Form to safe guard against unauthorized disclosure of information as well as identify any potential conflict of interest. If a conflict of interest has been identified, the Director of CAMM will authorize their removal.

f) The Committee shall read and score each proposal as well as provide narrative statements to explain the rationale for the scoring.

g) The Committee shall come together as a whole to reveal their scores and discuss the rationale for their decision.

h) A short list of firms, whose technical scores fall into a competitive range, shall be invited to participate in an interview.

i) Evaluation Policy

(1) If a member of the Proposal Evaluation Committee has a need to meet with individuals from one of the proposing firms on an unrelated matter, the evaluator must document the meeting notice on their Outlook calendar with a notice to the evaluators' supervisor and the Director of CAMM and must prepare a brief synopsis of what occurred after the meeting.

(2) If, during the evaluation process, Evaluation Committee member(s) requires clarification of a proposal, the CA may request such clarification in writing from the proposing firm.

(a) If the proposing firm provides information that changes its proposal beyond the clarification, the evaluation committee members shall not evaluate the information.

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- (3) For Architectural and Engineering services only, the proposing firm's qualifications shall be evaluated, and the most qualified proposing firm shall be selected subject to negotiation of fair and reasonable compensation.
 - (a) Price shall not be considered as an evaluation factor in determining the most qualified firm.
 - (4) For Contract Task Order (CTO) based procurements, all firms must meet all the requirements identified in the Statement of Work.
 - (5) If in reviewing the evaluation documents, there is a score or scores that differ significantly from the other Evaluation Committee members, the CAMM Management may instruct the CA to reconvene the Proposal Evaluation Committee to discuss the scoring.
 - (a) If the Committee member(s) cannot provide an adequate justification for the score(s), then the CAMM Management shall have the authority to eliminate that member(s) score(s) from the overall evaluation process.
- j) Discussions / Negotiations Policy
- (1) The Evaluation Committee may conduct discussions and/or negotiations with all of the short-listed firms prior to final selection.
 - (2) The CA shall have the authority to negotiate and speak for the Authority's negotiating team.
 - (a) Negotiations shall be a team effort lead by the CA.
 - (b) The CA shall request and receive all data required from the Consultant to enter into negotiations.
 - (c) The CA shall confer with appropriate departments, such as Internal Audit or Legal, when data received requires their special expertise.
 - (3) Negotiations may be concluded prior to final selection of the consultant or conclude after a final selection has been made.
 - (a) Once the CA declares negotiations to be concluded, he or she shall write a memo of negotiations to be signed by both the CA and the Project Manager.
 - (4) Once the final recommendation has been made by the Evaluation Committee, the CA will notify all firms that submitted proposals in writing indicating who the recommended firm is and provide a statement indicating when the proposal evaluation data will be available (same date that the staff report for the procurement becomes a public document).
 - (5) Board members and their staff will not distribute any evaluation documents other than information provided in the staff report to other proposing firms or their advocates until after the Board takes final action on the procurement.

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- (6) Once the final selection of a consultant has been made, the CA shall draft the contract and obtain signatures. The contract shall reflect the formal negotiation results.
- k) Award of Contract
Contract awards will be made to the responsible firm whose proposal is most advantageous to the Authority with price and other factors considered. In determining which proposal is most advantageous, the Authority may award to the proposer whose proposal offers the greatest business value to the Authority based upon an analysis of a tradeoff of technical factors and price to arrive at the proposal that represents the “best value” to the Authority.
- (1) For procurements greater than \$250,000, the award of the contract shall occur when the Board of Directors approves the selection of Consultant and authorizes the Chief Executive Officer to execute a contract.
- (2) For procurements \$250,000 or less, the award of the contract shall occur when the evaluation process has been completed and CAMM Management concurs with the Evaluation Committee.
12. Debriefings
The Consultant may request, in writing, a debriefing within three (3) business days of receipt of the on-line notification of contract award.
13. Contract Administration
The CA and the Project Manager shall be responsible for monitoring and reviewing the contract to determine whether the terms and conditions are being met.
14. Formal Contract Amendments Policy
- a) Amendments for contracts or purchase orders which amount to fifteen (15) percent or less of the total original contract amount or \$250,000, whichever is less, do not require Board approval.
- b) For equipment contracts, amendments for five (5) percent or less of the total contract amount or \$250,000, whichever is less, do not require Board approval.
- c) The Board of Directors may authorize changes or additions in the work being performed under construction public works contracts.
- (1) Any increase to the contract’s maximum obligation for any change or addition to the work ordered shall:
- (a) Not exceed \$5,000 when the total amount of the original contract does not exceed \$50,000
- (b) Not exceed ten percent of the amount of the original contract that is greater than \$50,000, but does not exceed \$250,000
- (c) Not exceed \$25,000, plus five (5) percent of the original contract that exceeds \$250,000

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(d) Change Orders in excess of \$210,000 must be approved by the Board.

d) The Board must approve all contracts with option terms that if the option term is exercised would result in a contract amount greater than \$250,000. When this occurs, the Board shall approve the initial term plus all individual options.

e) A significant change to the scope of work that deviates from the original purpose of the scope of work that is so extensive that, in effect, the contractor is performing different work from that described in the original contract is considered a cardinal change and will be viewed as a sole source.

f) Request for changes to contract terms and conditions that alter or eliminate the requirement must be submitted in writing detailing the justification for the change and signed by a supervisor.

C. Contract Task Order Policy

1. Contract Task Order (CTO) is used to provide an opportunity under master agreements to contract on an on-call basis (sharing one pool of funds).

2. CTOs shall require review by the CAMM Staff and Project Manager and review and signature from CAMM Management and General Counsel.

3. Master CTO agreements shall be issued to the on-call firms, and as the need for the particular service arises during the term of the agreements, CTOs shall be issued.

4. Master CTO agreements for a particular service may only be issued for the services as defined in the master agreement. Example: If the Master CTO agreement is for financial services, the CTOs may only be issued for financial services. All firms awarded a CTO Agreement must be able to perform all the services identified in the Statement of Work.

5. There are two (2) awarding CTO procedure types available, Competitive Awards and Sequential Awards. CAMM and the requesting department shall decide which procedural type will be used. The decision to use competitive pricing or sequential awards must be documented in the file as to the rationale for the decision.

a) The awarding procedure type shall be clearly discussed in the RFP, and consistently applied during the term of the agreements.

b) The CTO amount must be supported by a written cost proposal from the consultant.

c) The CTO amount cannot exceed the cost proposal.

6. Competitive Awards

a) The CTO process shall start with the Requisition, ICE and a Scope of Work which shall be forwarded to CAMM for review and processing.

b) For non-architectural and engineering services, the CTO firms must receive the Scope of Work with a request to provide pricing quotes based on the Scope of Work, and the rates included in the master

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agreements.

c) For architectural and engineering services the CTO firms must receive the Scope of Work with a request to provide a work plan, staffing and level of effort.

7. Sequential Awards

a) Sequential CTO awards shall be made to prequalified firms

b) The sequence must be consistent throughout the term of the CTO agreements and awarded by a predetermined (identified in the RFP), sequential process.

(1) CAMM, with input from the requesting department, shall decide the sequential process that will enable all firms to be awarded work.

(a) The selection may be based on an alphabetical order or a numeric process based on final ranking.

8. General Procedures

a) Other than utilizing the Competitive or Sequential Award method, CTO Amendments must follow the same procedures shown in this section.

(1) Amendments shall not be utilized for cardinal changes in the scope of work.

b) Only upon receipt of a fully executed CTO, shall the consultant commence work.

(1) The requesting department shall be responsible for project management and maintaining accurate accounting procedures to ensure meeting the appropriate contractual maximum payment obligations and encumbrance requirements.

D. Cooperative Procurement Policy

1. CAMM will make the determination to purchase goods and services from other public agencies when it is in the best interest of the Authority to do so. Cooperative Agreements may be initiated with the State of California, using the California Multiple Awards Schedule (CMAS), the County of Orange, or with other appropriate public agencies.

2. The CA will evaluate all cooperative procurement terms and conditions for the purchase of goods and services and advise the Project Manager of notable issues, and with legal assistance if necessary. The CA will review and ensure there is sufficient justification for the cooperative purchase (price and/or schedule) and document such in the contract file.

E. Status of Past and Present Contracts Policy

The Authority requires Offerors to submit with their proposal, the Status of Past and Present Contracts form where the Offeror's firm has either provided services as a prime contractor or a subcontractor during the past five (5) years in which the contract has ended or will end in a termination, settlement or in legal action.

VII. Other Procurement Types

A. Fixed Asset Purchases Policy

1. Fixed Assets are those with unit costs greater than \$5,000 and a useful life of at least three years.
2. If the procurement is less than \$50,000 the Informal Procurement Process shall be used.
3. If the procurement is \$50,000 or greater, a formal Invitation for Bid (IFB) shall be used.
4. In either case, the award is made to the lowest responsive and responsible bidder.
5. Board approval of vendor selection is required for budgeted procurements greater than \$250,000.
6. In order for the Authority to determine the best value when purchasing fixed assets, a lease vs. purchase analysis must be performed prior to making the final procurement decision.

B. Bus Inventory Purchases Policy

1. CAMM's highest priority is to ensure that buses are available to be placed in revenue service. Because of this, routine bus parts, fluids and inventory items, if purchased using a competitive process, do not require Board approval but can be approved by CAMM Management in any dollar amount.
2. Bus parts with a unit price at \$2,500 or less shall be purchased using the micro-purchase procedures. Bus parts with a unit price greater than \$2,500 shall be purchased using the Informal Procurement procedures.
3. Bus Downs are situations when a bus is unable to be assigned into revenue service because of a mechanical problem. The buyer has four (4) hours to find the required part(s) and place the order. The selection is made based on who can deliver the part the quickest.
 - a) Inventory amendments, when the original purchase order or contract value is \$250,000 or less and is competitively bid or is a sole source, can be made to the purchase order or contract regardless of the dollar amount by approval of CAMM management.
4. Inventory amendments, when the original purchase order or contract value is \$250,000 or less and is competitively bid or is a sole source, can be made to the purchase order or contract regardless of the dollar amount by approval of CAMM management.

Inventory amendments, when the original purchase order or contract value is greater than \$250,000 and is competitively bid or is a sole source, can be made if the increase is thirty (30) percent or less of the original value by approval of CAMM management. If the amendment exceeds thirty (30) percent of the original contract or purchase order value, the Chief Executive Officer will execute

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the amendment. If the contract or purchase order does not specify a maximum obligation, then CAMM management can approve an increase that is thirty (30) percent or less of the annual budgeted amount. If the increase exceeds thirty (30) percent, the Chief Executive Officer will approve the increase.

C. Public Works/Construction Services Policy

1. The Authority is required to follow California Public Contract code as related to public works contracting.
2. A Public Works contract is an agreement for erection, construction, alteration, repair or improvement of any public structure, building, road, or other public improvement of any kind.
3. Public works and construction projects shall be awarded through a competitive IFB process and must be awarded to the lowest responsive and responsible bidder.

D. Architectural and Engineering Services Policy

1. Architectural and Engineering (A&E) applies to procurements of professional consultants for engineering, architectural, land surveying or other support services.
2. A&E services must be competitively solicited and evaluated based solely on technical merit, pursuant to the state and/or federal Brooks Act.
3. A&E services are procured through the Request for Proposal (RFP) procedure.
4. Only the highest ranked firms' cost proposal will be reviewed for fair and reasonableness and included in the final negotiated and approved contract.

E. Payment Policy

1. Contract funds should not be expended prior to completion of contract.
 - a) Payment for additional work is not allowed by check or payment request.
 - b) A contract amendment must be created prior to all additional work that requires any type of fee or payment.
2. Any payment over \$2,500 will require a Payment Request Form as a cover sheet for payments that do not require or have a formal contract, purchase order, cooperative agreement or travel expense report.
3. The Authority shall not make advanced payments on any contract, except for contracts for the payment of rents, public utility connections, insurance premiums, software licenses and maintenance agreements and subscriptions and construction mobilization costs.

The Authority may pay advanced costs if there is a sound business reason justifying the advanced payment and adequate security of the payment. If the contract is funded by the FTA, prior written concurrence from the FTA must be received before an advanced payment can be made.

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4. Progress Payments – Progress payments are payments for contract work that has not yet been completed. For a fixed price contract, tasks or deliverables will be included in the contract. Progress payments may be made based on the percentage of work completed for each deliverable or task that has not been previously included in a previous invoice.

In order to make progress payments, the contract must include adequate security sufficient enough to protect the Authority's financial interest in the progress payment. Such security may be in the form of withholding a certain percentage from each invoice (i.e. retention amount), performance bonds, use of escrow accounts or letter of credit.

The contractor must submit documentation that justifies the amount of the progress payment and the PM must verify that the documentation submitted is sufficient to approve the payment. The PM may not make progress payments or increase the contract price beyond the funds obligated under the contract.

F. Construction Change Orders Policy

1. The Authority shall comply with the California Public Contract Code, Section 20142. Amendments to construction contracts may be authorized by the Chief Executive Officer as follows:

- a) \$5,000 per change when the total amount of the original contract does not exceed \$50,000, or
- b) Ten (10) percent of the amount of any original contract that exceeds \$50,000 but does not exceed \$250,000, or
- c) For contracts greater than \$250,000, the change shall not exceed \$25,000, plus five (5) percent of the amount of the original contract in excess of \$250,000.

2. Changes in excess of \$210,000 require Board approval.

G. Design-Build Policy

1. Design-Build procurement method consists of contracting for the design and construction simultaneously with a contract award to a single contractor, joint venture, team or partnership that will be responsible for both the design and construction.

2. To determine what procurement method will be used for the design-build procurement, various activities must be separated and classified as design or construction activities, then the total value of each must be estimated. If the construction costs of a design-build project are the predominant costs, then a sealed bid method must be used for the entire procurement. If the design costs for the design-build procurement are the predominant costs, then a qualification based procurement method must be used (see Architectural and Engineering Services policy). For whichever method of procurement is determined, the Authority must follow the state and federal laws for that particular procurement method and document in the contract file how the determination was made.

H. Revenue Contracts Policy

1. A revenue contract is any third party contract whose primary purpose is to either generate revenues in connection with a transit related activity or to create business opportunities utilizing locally funded or FTA funded assets.
2. The requirements for competitive negotiated procurements apply to all revenue generating contracts. If the revenue contract uses FTA funds, all FTA requirements as specified in Circular 4220.IF apply.

I. Letter Amendments

1. A letter amendment is a method used to make changes to an existing contract. A letter is written, sent to the contracting firm notifying them of the change to their Agreement with the Authority. The letter amendment is signed by an authorized person in CAMM, but the contracting firm is not required to sign the letter and return it to the Authority.
2. Letter amendments may only be used to make on-going staff changes (other than key personnel); time extensions, and to exercise an option term if no Board approval is required or there is no increase to the contract's maximum payment obligation.

J. Services Marketed by Brokers

The Authority may contract for services that are marketed by brokers, including but not limited to, property insurance policies and health insurance related policies. For these services, the broker firm is responsible to market, procure, evaluate, negotiate, and contract for the services on behalf of the Authority. The broker firm will obtain a minimum of two quotes for the services they broker, and provide copies to the Authority for review. The services procured by brokers will adhere to the same signature authority levels defined in this policy.

K. Pre-Qualification Process

The Authority may prequalify bidders/consultants when the Authority is procuring critical equipment and/or services with specified performance requirements. The purpose of pre-qualification is to impartially evaluate a bidder by its business practices, work experience, manpower and financial capacity. The pre-qualification procedures developed and implemented by the Authority must ensure that the pre-qualification process does not restrict full and open competition and that restrictions are not placed in the solicitation that prevent potential bidders from qualifying. The use of the pre-qualification procurement method must be approved in advance by the Authority's Board of Directors.

VIII. Disadvantaged Business Enterprise (DBE) Program Policy

A. Policy Statement

The Orange County Transportation Authority has established a Disadvantaged Business Enterprise (DBE) Program in accordance with Title 49 Code of Federal Regulations (CFR), Part 26: *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs* and subsequently issued U.S. Department of Transportation (U.S. DOT) Guidance (Race-Neutral Policy Implementation Directives). The Authority receives federal financial assistance from the U.S. DOT and, as a condition of receiving this assistance, the Authority has signed an assurance that it will fully comply with Title 49 CFR, Part 26. These regulatory provisions and the Authority's DBE Program apply to all of the Authority's U.S. DOT-assisted contracts.

B. Program Objectives

It is the policy of the Authority to ensure that DBEs, as defined in Title 49 CFR, Part 26, have an equitable opportunity to compete for and participate in the Authority's U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program and the following objectives, which are designed to:

1. Ensure non-discrimination in the award and administration of the Authority's U.S. DOT-assisted contracts.
2. Create a level playing field by which DBEs can fairly compete for the Authority's U.S. DOT-assisted contracts.
3. Ensure that the Authority's DBE Program and overall annual goals are narrowly tailored in accordance with applicable law.
4. Ensure that only firms that fully meet Title 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority's DBE Program.
5. Help remove barriers which impede the participation of DBEs in the Authority's U.S. DOT-assisted contracts.
6. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program.
7. Provide appropriate flexibility to recipients of federal financial assistance in establishing and providing opportunities for DBEs.

The Authority further ensures that implementation of its DBE Program is afforded the same priority as compliance with all other legal obligations incurred by the Authority in its financial assistance agreements with the U.S. DOT. It is the expectation of the Chief Executive Officer that all Authority personnel shall adhere to the full spirit and intent of the DBE program and carry out all DBE requirements and procedures accordingly.

C. Non-Discrimination

The Authority will not exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract governed by Title 49 CFR, Part 26 on the basis of race, color, sex or national origin.

In administering its DBE Program, the Authority will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishments of the objectives of the DBE Program with respect to individuals of a particular race, color, sex or national origin, and will further require such contract assurance in every U.S. DOT-assisted contract and subcontract.

Through such efforts, the Authority will ensure that its contracting and procurement-related processes promote equity in access, consideration and opportunity for DBEs in response to the requirements set forth under Title 49 CFR, Part 26: *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*.



July 14, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Overview

On June 22, 2020, the Orange County Transportation Authority Board of Directors approved the release of a request for proposals to retain contractor services to provide the back-office system and customer service center operations for the 405 Express Lanes in Orange County. Board of Directors' approval is requested for the selection of a firm to perform the required work.

Recommendations

- A. Approve the selection of WSP USA Services Inc., as the firm to provide the back-office system and customer service center operations services for the 405 Express Lanes in Orange County.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2690 between the Orange County Transportation Authority and WSP USA Services Inc., in the amount of \$110,981,893, to provide the back-office system and customer service center operations services for the 405 Express Lanes in Orange County, for an initial term up to eight and a half years, with one three-year, and one two-year option terms.

Discussion

The Orange County Transportation Authority (OCTA), in cooperation with the California Department of Transportation, is implementing the design-build Interstate 405 (I-405) Improvement Project (DB 405) between State Route 73 (SR-73) and Interstate 605 (I-605). The 405 Improvement Project will add one general purpose lane from Euclid Street to I-605, consistent with Measure M2 Project K, and will add an additional lane in each direction that

would combine with the existing high-occupancy vehicle lane to provide dual express lanes in each direction on I-405 from SR-73 to I-605, otherwise known as the 405 Express Lanes (405EL). The 405EL is a greenfield toll facility with no existing history.

On October 12, 2015, the OCTA Board of Directors (Board) approved assumptions for the 405EL as described in the 405EL Toll Policy and Finance Plan Decisions Document (Decisions Document). This document identified that the facility would operate in a manner similar to the 91 Express Lanes (91EL) with all-electronic tolling using transponders and with the same account types and violation process. On May 23, 2016, the Board approved the 405EL Toll Policy and Preliminary Finance Plan using the operating assumptions outlined in the Decisions Document.

This project includes the design, development, implementation, and maintenance of the back-office system (BOS) and customer service center (CSC) operations for the 405EL (Project). The BOS retrieves data from the in-lane Electronic Traffic and Toll Management System and charges to the customer account or establishes a violation for the trip, if applicable. In addition, the contractor will be responsible for the day-to-day operations for the 405EL, including the following toll-related services:

- Back-office software system
- Hardware and software monitoring and maintenance
- Telephone system and other customer contact systems
- Customer service
- Violations processing and collections
- Customer account management
- Payments and other mail processing
- Revenue collections and transaction processing
- Financial management, reconciliation, and settlement
- Transponder inventory management

Although the 405EL is not anticipated to go live until calendar year 2023, the contractor will design, develop, install, and test the BOS prior to that time. In addition, contractor efforts for mobilization of the CSC operations, including staff recruitment and training, and all other services required for the opening of the customer service operations, will also be taken into account in the Project schedule.

Procurement Approach

This procurement was handled in accordance with Board-approved procedures for professional and technical services. Various factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal, considering such factors as qualifications of the firm, staffing and project organization, prior experience with similar projects, work plan, technical approach, as well as cost and price.

The Project had previously been introduced to the tolling industry through an industry forum, held at OCTA's administrative offices to gauge industry interest and gather its input for potential incorporation into the request for proposals (RFP) documents, and inform potential proposers of OCTA's requirements.

On June 22, 2020, the Board authorized the release of RFP 0-2352 which was electronically issued on CAMM NET. Based upon insufficient competition for this procurement, General Counsel notified the Board that after consultation with Executive Management, it would be in the best interest of OCTA to cancel RFP 0-2352 in November 2020. The new approach was to issue a new RFP after conducting additional industry outreach in the hopes of obtaining more participation. After conducting substantial industry outreach, RFP 0-2690 was issued on December 10, 2020. The project was advertised on December 10 and December 17, 2020, in a newspaper of general circulation, and in trade magazines. A pre-proposal conference was held on January 5, 2021, with 47 attendees representing 19 firms. Twelve addenda were issued to make available a copy of the pre-proposal conference registration sheets and presentation, respond to questions received, and handle administrative issues related to the RFP.

On March 22, 2021, three proposals were received. A responsiveness evaluation was conducted on all proposals. As a result, one firm was found to be non-responsive for failure to meet the Disadvantaged Business Enterprise (DBE) participation goal or demonstrate sufficient good faith effort (GFE) as required by the Transportation Infrastructure Finance and Innovation Act, a United States (U.S.) Department of Transportation funding program, which is providing funding for the Project. The DBE goal established for this Project was three percent. The non-responsive firm did not commit to any DBE participation and did not demonstrate GFE, which resulted in the elimination of the firm's proposal from the evaluation process.

Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

An evaluation committee consisting of staff from OCTA's Express Lanes Programs and Highways departments, as well as external representatives from the Metropolitan Transportation Commission, Kansas Turnpike Authority, and Santa Clara Valley Transportation Authority met to review the remaining two proposals.

The proposals were evaluated based on the following Board-approved evaluation criteria and weights.

Qualifications, Related Experience, and References of the Firm	15 percent
Staffing and Project Organization	15 percent
Implementation Work Plan and Technical Approach to BOS	30 percent
CSC Operations Work Plan and Approach	20 percent
Cost and Price	20 percent

Several factors were considered in developing the criteria weights. The criteria for qualifications of the firm, related experience, and references, as well as staff and project organization were assigned a weight of 15 percent each to emphasize the equal importance of the experience of the firm in handling similar work, and the staff's understanding of, and similar experience to, the Project, its challenges, and the approach to implementing the various elements of the scope of work. Implementation work plan and technical approach together were given a combined weight of 30 percent due to the highly technical requirements of the BOS' software and its architecture. CSC operations work plan and approach were given a weight of 20 percent due to the importance of successfully carrying out the day-to-day operations of the toll facility and managing customer services. Cost and price was weighted at 20 percent to ensure competitive price proposals are submitted for the delivery of services over the term of the agreement.

On May 4, 2021, the evaluation committee reviewed the two proposals based on the evaluation criteria and found both firms qualified to perform the required services. The qualified firms are listed below in alphabetical order:

Firm and Location

Cofiroute USA, LLC (CUSA)
Irvine, California

WSP USA Services Inc. (WSP)
Orange, California

On May 19, 2021, the evaluation committee conducted interviews with the two firms. Each firm demonstrated their proposed BOS and had the opportunity to present its approach for accomplishing the requested services and demonstrate the detailed capabilities and various aspects of its BOS solution and approach to CSC operations in supporting the Project's requirements. Each firm presented its key team members, qualifications, and roles on the Project. During the interview, each firm also described its understanding of the requirements of the Project in the areas of design, implementation, operation, and maintenance of its proposed BOS and CSC operations. In addition to answering questions of a general nature, both firms also answered specific clarifying questions related to their respective proposals relative to staffing, the scope of work, and requirements.

After considering the firms' solutions, demonstrations, and responses to the questions asked during the interviews, the evaluation committee adjusted the preliminary scores for the two firms. However, WSP remained as the top-ranked firm with the higher cumulative score.

On May 27, 2021, a request for best and final offer (BAFO) was issued to the firms to secure the best pricing for these services. On June 10, 2021, the evaluation committee reconvened to review the BAFO pricing. As a result of this review, there was no change to the ranking, although both firms lowered their total prices for the initial term of the agreement and the two option terms by approximately three percent each.

Based on the evaluation of written proposals, the information obtained from interviews, and the BAFO, it is recommended that WSP be selected as the top-ranked firm to provide the BOS and CSC operations for the 405EL. The following is a summary of the proposal evaluation results:

Qualifications, Related Experience, and References of the Firm

The two firms were found to be qualified to perform the types of services requested by the RFP. The firms demonstrated experience and understanding of the scope of work and the Project's needs in the areas of BOS development and CSC operations. Both firms are knowledgeable about California tolling laws and environment and have familiarity with the California Toll Operators Committee agencies. Both firms are established with relevant experience and resources.

With over 56,000 employees globally and 150 offices across the U.S., WSP provides the program management expertise for establishing the management, logistics, technology implementation (including performing transitions into live operations), personnel, and operating functions necessary to provide 24-hour operations services for public- and private-sector clients. WSP offers experience gained from more than 80 years of participation in toll road, transportation, and traffic management projects.

WSP's services provided on the E-470 Public Highway Authority project have encompassed the full project lifecycle from planning, design, and construction management of the roadside infrastructure for the initial segment of the E-470 toll road and subsequent expansion of this toll highway around the City of Denver, Colorado. In addition, WSP has been operating the CSC for E-470 since 1997. For the E-470 project, WSP scope of services entails operation of the service center, which handles all customer contacts, consisting of calls, emails, mail, and walk-in customers. WSP also handles violations processing which includes disputes, hearing scheduling, vehicle registration holds, general inquiries, and administrative court processing, as well as managing transponder inventory and fulfillment. For 2019, the service center was supporting over 991,000 active accounts with over 1.8 million active transponders, 90.2 million annual transactions, and servicing over one million calls annually, with customer satisfaction levels at 98.9 percent and first call resolution at 98.8 percent.

WSP operates the Minnesota Department of Transportation (MnPASS) CSC. WSP developed, transitioned, and delivered the new BOS and is currently maintaining and operating the electronic tolling collection account management system for customers of the MnPASS Program, which encompasses toll facilities on Interstate 394, Interstate 35W, Interstate 35E, and future additions to the MnPASS system. WSP also staffs the CSC and provides the image processing for the Northwest Parkway CSC.

WSP has proposed Electronic Transaction Consultants, LLC (ETC) part of its proposed Project team to provide the BOS software solution and related maintenance and support during the Operations and Maintenance (O&M) phase. Founded in 1999, ETC is a provider of electronic toll collection systems and services, including BOS development and implementation. ETC services three of the top 15 toll authorities in North America, with eight active toll systems and five BOS. Since 2001, ETC has been delivering and maintaining the BOS for the Harris County Toll Road Authority (HCTRA) in the City of Houston, Texas. After going through a competitive procurement, ETC was awarded a contract for the design, development, and implementation of the new BOS for which it

received final acceptance from HCTRA in 2018. The International Bridge, Tunnel and Turnpike Association awarded ETC the 2019 Toll Excellence Private Sector Award for the development of a centralized interoperable hub across seven participating toll agencies in three states, paving the way towards national interoperability.

As another key part of the WSP-proposed team, TTEC Government Solutions, LLC (TTEC) will provide the omni-channel communications platform WebEx Contact Center for the customer contact functionality of the BOS. TTEC is a technology innovator with more than 120+ patents for omni-channel communication and customer journey orchestration and specializes in contact center analytics, artificial intelligence and machine learning, bot utilization and learning, and system integration with clients such as the Massachusetts Department of Labor, the Los Angeles Department of Water and Power, and several Fortune 500 companies.

Clients of WSP and ETC provided favorable references and feedback for recent work performed by the firms.

CUSA is part of the VINCI Group, one of the largest concessions and construction groups in the world, which employs more than 220,000 people in more than 100 countries. CUSA is a tolling and express lanes operator specializing in the management, operation, and maintenance of express lanes systems. CUSA brings forth experience in BOS and CSC implementation and operations. CUSA has been the operator for the 91EL since OCTA purchased the franchise rights from the California Private Transportation Company (CPTC) in 2003. Furthermore, CUSA was part of CPTC's consortium in the 1990s that was selected to finance, develop, and operate the 91EL. CUSA currently has 201 employees in California and Texas.

As a major subcontractor to CUSA, TollPlus will be responsible for delivering the BOS for the 405EL. TollPlus, founded in 2009, specializes in BOS deployment and customization for electronic toll collection. CUSA and TollPlus have worked together for over a decade on similar scopes of work, jointly designing, implementing, and maintaining BOS and CSC operations projects, including the current 91EL BOS and CSC operations for both OCTA and the Riverside County Transportation Commission (RCTC) segments. On November 25, 2019, CUSA and TollPlus were selected to provide BOS and CSC operations for the 91EL in Orange and Riverside counties. CUSA and TollPlus have also jointly worked on the design, development, integration, and transition of Pay by Mail BOS and CSC operations for the Central Texas Regional Mobility Authority/Northeast

Texas Regional Mobility Authority. In 2018, TollPlus was selected by North Texas Tollway Authority to design, implement, and maintain a new BOS. The system was deployed in January 2021.

Clients of CUSA and TollPlus provided positive references and feedback for recent work performed by the firms.

Staffing and Project Organization

Both firms proposed qualified and diversified staff to adequately handle the work described in the scope of work and meet the RFP requirements.

WSP has proposed experienced and qualified teams for both the BOS implementation and O&M phases. WSP brings forth a project team that has direct relevant experience. The proposed project manager has 15 years of wide-ranging experience and knowledge relating to the tolling industry and systems. He served as a project manager for the San Diego Association of Governments Interstate 15 Express Lanes Toll System Implementation and Operations Project. He has detailed knowledge of the DB 405 and a keen awareness of the criticality of project delivery dates. Before his recent hire by WSP, he worked for Parsons Transportation Group, Inc., as a tolling industry expert supporting OCTA on both the 91EL and 405EL projects. The other proposed key personnel also bring extensive experience from similar projects across the U.S. The tolling software technology manager, who will lead the technical team in delivering the BOS application, has delivered 11 major toll projects, ranging from \$10 million to \$100 million. The proposed CSC manager has recent experience as the operations manager for the Los Angeles County Metropolitan Transportation Authority, Express Lanes Electronic Tolling Project, and led the implementation efforts to launch the project and hired a staff of 130 employees. All proposed key personnel from WSP have at least ten years of experience, with six having over 20 years of experience. All of the proposed key personnel from ETC have at least 17 years of experience.

In addition to identifying key personnel in the required area of expertise, WSP proposed other resources, including additional key personnel, helping to ensure the Project will be completed to meet critical deadlines and for overall successful delivery of the Project. WSP's team includes a BOS tolling application quality assurance (QA) manager, who serves as a subject matter expert (SME) and as an accounting system architect to ensure accurate accounting workflow and entries for the BOS for HCTRA. WSP proposes to have a facility design team that will be engaged to assist OCTA with the conceptualization and

implementation of the new CSC to create an effective and efficient workspace that is designed and built to support day-one staffing needs and planned for future growth.

WSP lists availability and time commitment of key personnel proposed to work on the Project in percentage of time, with the vast majority showing 100 percent availability and commitment, including local presence throughout the Project term. WSP team's interview and demonstration supported the team's relevant experience, staffing, technical approach, and project understanding and demonstrated cohesion and clear demarcations of responsibilities.

CUSA has proposed capable teams for both the BOS implementation and O&M phases, with most key personnel having direct relevant experience. The proposed project manager for the BOS implementation and O&M phases has five years of experience in the toll industry and currently serves as the project manager for the 91EL, providing oversight of the day-to-day operations for both the OCTA and RCTC segments. During his tenure as the 91EL operations project manager since 2016, he successfully oversaw the expansion of the CSC operations as a result of the extension of the 91EL into Riverside County and successfully managed the 6C transponder protocol conversion program.

However, some of the proposed key personnel did not demonstrate the required experience. The CSC operations manager in the implementation phase brings forth nearly 30 years of experience in CSC operations; however, she has limited tolling industry experience. The proposed QA manager for both phases currently serves as the roadside coordinator for the 91EL Traffic Operations Center but has limited QA experience. CUSA's interview and demonstration supported the firm's relevant experience, staffing, technical approach, and Project understanding. However, after the interviews, questions remained about the risk involved in CUSA's plan to promote employees from within with limited or no directly-relevant experience for key positions and utilizing employees who are currently supporting the 91EL operations.

Implementation Work Plan and Technical Approach to BOS

Both firms met the requirements of the RFP, and each firm adequately discussed its technical approach and work plan for the delivery of the BOS, including the design, development, installation, operations, and maintenance, and how each firm will accomplish the Project's objectives and overall schedule.

The WSP team proposed a fully cloud-native solution that leverages a tightly integrated BOS, contact center, and business applications residing within a multi-cloud framework, making it highly redundant, secure, and scalable. The BOS is comprised of the underlying technology environments: ETC's tolling software solution, riteHorizon, and the contact center omni-channel solution provided by TTEC. The riteHorizon BOS solution is a unified suite of comprehensive tolling specific modules that is integrated with enterprise resource planning and customer relations management. RiteHorizon has a library of over 136 pre-built report templates and is capable of ad hoc reporting, using drag and drop. In addition, the dashboard provides real-time snapshots of operational statuses. The system supports a variety of prepaid and post-paid account types and provides capability to implement various discount plans at the account or vehicle level. As part of its financial module, the system allows for comprehensive reconciliation and auditability, having multiple reconciliation points to ensure the operating system data reconciles with the financial ledger. Having prior experience of cloud deployments, WSP's team plans to have processes and procedures in place detailing the recurring support and maintenance activities for the cloud environment. During the interview, WSP provided a live system demonstration of certain key components of the BOS, including account opening, transaction workflow and management features, case management, violation dispute, and performance monitoring and reporting, demonstrating the system's capabilities.

With an emphasis on security and disaster recovery (DR), the WSP team plans to develop a detailed System Security Plan and Vulnerability Management Policy, which describes all systems and services that will undergo monthly vulnerability scans and the associated assessments and remediation activities and timelines. WSP proposes to utilize call guard software to ensure that the necessary safeguards around personal cardholder data and live customer service representatives (CSR) handling of the data are in place. This includes dial tone multi-frequency masking and audio redaction capabilities to ensure no cardholder data makes it to the call recordings. In terms of DR, WSP proposes to assign a DR manager to the Project to ensure ownership and coordination of activities across the technical teams and CSC operations staff. The DR manager will be responsible for maintaining the DR plan and executing quarterly DR tests.

CUSA's proposed system is an end-to-end toll management solution with Customer Relationship Management (CRM) capabilities, which integrates with the interactive voice response system (IVR), interoperable agencies, and other third-party interfaces. The solution will be hosted on the cloud and be highly redundant, secure, and scalable. Its modular architecture allows components to

be changed independently without adversely affecting another component. During the interview, CUSA provided a live system demonstration of certain key components of the BOS, including account opening, transaction workflow, case management, violation dispute, and performance monitoring and reporting, demonstrating the system's capabilities.

CUSA provided a comprehensive BOS implementation work plan and technical approach, which incorporates management of key project activities and deliverables to ensure on-time delivery of the BOS. Its detailed narrative demonstrated a clear understanding of the Project's requirements. Since the requirements of the 405EL BOS are similar to the 91EL BOS, CUSA will not need to make major modifications to the BOS to deploy it on the 405EL. CUSA knows OCTA's business rules gained through its experience operating the 91EL. As a result, CUSA proposes to address any existing business rules that differ from the 91EL, or any new rules that need to be adopted specifically for the 405EL.

CSC Operations Work Plan and Approach

Both firms discussed their work plans and approaches to CSC operations in meeting the Project's requirements. The firms identified approaches to continuous improvement through the term of the agreement. Both firms understand the California tolling environment and can incorporate their knowledge and experience into the CSC operations.

WSP's approach to CSC operations is customer centric, focusing on creating the best experience for the customer. WSP proposes to use a variety of platforms, e.g., chat, chatbots, SMS text, email, social media, and phone for customer engagement leveraging proven systems and technology and using artificial intelligence to improve the customer experience. During the interview as part of the violation dispute demonstration, WSP presented its IVR System. By using voice and chat artificial intelligence and integration to the BOS, it can direct callers to the website or escalate to a live agent for more challenging tasks resulting in faster resolution of customer issues. WSP proposes to actively monitor all interactions for predictive insights and use speech analytics to identify solutions to improve efficiencies and optimize customer satisfaction. Due to the ease of transferring between the different omni-channel platforms, WSP proposes to have CSRs be cross-trained to interact through the various platforms. WSP proposes to deploy technology which will allow customers to sign up for appointment and services online, via text message or electronic registration. Call and text alerts can be sent to customers reminding them of their

appointment and customers will be able to see wait times at the walk-in center in advance of their arrival.

In addition to using technology to optimize the customer experience, WSP plans to adopt best practices to maintain a high-quality customer experience and evaluate the CSRs performance daily and in many cases, intraday. WSP plans to use the Knowledge Management System (KMS) so that the CSRs are providing uniform information and processes and are relying on the KMS for the most current information. Demonstrating an understanding of the demographic area of the 405EL, WSP has set a goal for the CSR workforce to be bilingual with about 20 percent with high proficiency in Spanish and about seven percent with high proficiency in Vietnamese for the CSC, in addition to the availability of third-party live translation services. WSP proposes to implement a Key Performance Indicators (KPI) / Service Level Agreements (SLA) dashboard to track its operational performance and its ability to meet the KPIs. Having deployed this dashboard on another project, WSP proposes to utilize the dashboard to improve performance on this Project. WSP further proposes to employ innovative incentives to motivate the CSRs.

As part of the risk mitigation strategies, WSP proposes to create a “hyper-care” team to implement and exercise detailed checklists of all ramp-up activities to ensure readiness of go-live. This hyper-care team will continue after go-live to validate processes, assess BOS functionality and stability, and to reconcile the data to ensure the protection of the revenue stream. In addition, WSP proposes to deploy additional SMEs on the floor to support the customer service staff during initial go-live.

CUSA’s approach to project management and planning of CSC operations proposes to utilize project management plan, operations plan, and other process controls to ensure effective project management, a seamless transition from the implementation phase, and support to ongoing project management during the O&M phase. CSC SMEs are proposed to be involved with the design of the BOS and in reviewing business rules and performing system walk-throughs, allowing for potential opportunities for system improvements. CUSA proposes to conduct multiple workshops, prepare comprehensive plans and documentation, and perform testing and validation to ensure operational readiness of the system. CUSA proposes to implement best practices for security policies and procedures to adhere to Personally Identifiable Information and PCI regulations and standards. CUSA, in its role as the current 91EL operator, has a proven history of strong internal control processes related to financial management.

Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County **Page 13**

CUSA proposes all staff at all levels of the organization undergo a Lean Six Sigma (LSS) white belt course and certification so that the team member is equipped with a basic understanding of LSS principles. In addition, CUSA proposes the creation of an LSS process team, where the team is made up of representatives from each functional group, as well as management and an LSS leadership team to discuss process for improvements.

Cost and Price

Cost was weighted at 20 percent of the overall score. Both firms submitted the detailed price proposals as requested for the initial and option terms of the contract, as required by the terms of the RFP. However, contract award is for the price of the initial term only. Option terms will be exercised with Board approval at a future date.

Pricing scores were based on a formula which assigned the higher score to the firm with the lower total price and scored the other proposal's total price based on its relation to the lower total price. The total price was solicited separately from the firm's technical proposal, evaluated, and scored. The pricing received for the initial term was reviewed relative to OCTA's independent cost estimate (ICE) for the same term. Total price is summarized below:

Firm	Initial Term	Option Term 1	Option Term 2	Total Price
CUSA	\$102,895,469	\$51,106,537	\$38,402,200	\$192,404,206
WSP	\$110,981,893	\$50,267,417	\$36,556,251	\$197,805,561
OCTA ICE	\$105,510,100	N/A	N/A	

While the price proposed for the initial term, after the BAFO, by WSP was \$8,086,424 higher than CUSA's price, the firm's qualifications in the planning, technical, and operational aspects of the work, and on-site staff availability of experts support the higher price. WSP's proposed price for the initial term was about five percent above OCTA's ICE of \$105,510,100, and is inclusive of all requirements of the RFP and thus considered fair and reasonable.

Procurement Summary

Based on the evaluation of the written proposals, the firm's experience, the team's qualifications, the BOS implementation and technical approach, CSC operation work plan, cost and price, information obtained from the interviews, and the BAFO, the evaluation committee recommends the selection of WSP as

the top-ranked firm to provide the BOS and CSC operations services for the 405EL in Orange County.

Although WSP's pricing was higher than CUSA's, the evaluation committee recommends WSP as the top-ranked firm for the following reasons:

- WSP and ETC have a larger and more diversified portfolio of BOS tolling deployments and customer service center operations.
- WSP and ETC proposed staff that are highly qualified and have more relevant experience with the Project's requirements.
- WSP's team highlighted their integrated BOS solution and its experience deploying cloud-based solutions.
- WSP's team emphasized the innovation and robustness of the proposed BOS solution.
- WSP's BOS and CSC approach is customer centric, emphasizing optimization of the customer experience and satisfaction.

Fiscal Impact

Funding of the first year of BOS implementation is included in OCTA Fiscal Year 2021-22 Budget, 405EL Account No. 0037-9028-A9510-1GO and will be budgeted in the following year. Funding for the O&M phase will be included in the 405EL budget for the subsequent years.

Summary

Staff recommends Board of Directors approve the Chief Executive Officer to negotiate and execute Agreement No. C-0-2690 between the Orange County Transportation Authority and WSP USA Services Inc., in the total amount of \$110,981,893, to provide the back-office system and customer service center operations services for the 405 EL in Orange County, for an initial term of up to eight and a half years, with one three-year, and one two-year option terms.

Attachments

- A. Review of Proposals, RFP 0-2690 Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County
- B. Proposal Evaluation Criteria Matrix, RFP 0-2690 Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County
- C. Contract History for the Past Two Years, RFP 0-2690 Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Prepared by:



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and Materials Management
(714) 560-5619

Review of Proposals

RFP 0-2690 Back-Office System and Customer Service Center Operation Services for the 405 Express Lane in Orange County

Presented to the Finance and Administration Committee on July 14, 2021

3 proposals were received, 2 firms were interviewed, 1 firm is being recommended

Overall Ranking	Overall Score	Firm & Location	Subcontractors	Evaluation Committee Comments	Price for Initial Term
1	83	WSP USA Services, Inc. Orange, California	Electronic Transaction Consultants, LLC (ETC) TTEC Government Solutions, LLC (TTEC) Douglas Stuart, LLC TransPerfect International, LLC Greystone Technology Group, LLC GCM Consulting, Inc.	Firm has experience with customer service center for tolling on well-regarded E-470 toll project. Subconsultant ETC has recent experience with Harris County Toll Road Authority back-office system (BOS) implementation in a complex tolling environment. Considered all aspects of the requirements in selecting its listed subcontractors and providers including TTEC's omni-channel customer contact solution. Qualified staff with required experience or certification including project manager who oversaw Interstate 15 Express Lane Toll System Implementation and Operations project. Recently developed BOS allows for customization, development, and new technology to meet OCTA's needs. Firm was able to quickly adjust to changes in law on Harris County, Texas project. Availability and commitment of experienced key personnel exceeds scope of work requirements, with local presence throughout project term. Detailed approach to customer service center (CSC) operations. Thorough project schedule that meets project's go-live date. Comprehensive interview and demonstration of BOS system and CSC experience employing leading edge technology. Favorable reference for recent relevant experience.	\$110,981,893
2	77	Cofiroute USA, LLC Irvine, California	TollPlus Larson Consulting Associates, LLC Two Roads Professional Resources Modern Times, Inc. Proponisi Duncan Solutions Elavon Bank of the West Alliance JP Morgan Chase Paymentech Infosend, Inc. David Cyprien Avtex LA Federal Armored Service Coresivity Unity Courier Service One Nine Architecture Worksters Millennium Franchise Group, LLC DBA Hacking Solutions Peacock Enterprises, Inc.	Firm and major subcontractor TollPlus working together since 2011. TollPlus worked on the legacy BOS for OCTA's 91 Express Lanes (91EL). Considered all aspects of the requirements in selecting its comprehensive list of subcontractors and providers. Qualified staff with experience; however, several key personnel are being promoted to new responsibilities in which staff has no demonstrated experience. BOS allows for customization and new development to meet OCTA's needs. Availability and commitment of key personnel is unclear given current commitments to 91EL project. Several identified personnel also are committed to the 91 toll project. Detailed approach to CSC operations with cross-functionally trained staff. Thorough project schedule that meets project's go-live date. Comprehensive interview and demonstration of BOS system and CSC operations. Positive references from recent clients.	\$102,895,469

Evaluation Panel: Six Members

Internal:

- Express Lanes Programs (2)
- Highway Programs (1)

External:

- Metropolitan Transportation Commission (1)
- Kansas Turnpike Authority (1)
- Santa Clara Valley Transportation Authority (1)

Evaluation Criteria:

- Qualifications of the Firm
- Staffing/Project Organization
- Implementation Work Plan and Technical Approach to BOS
- CSC Operations Work Plan and Approach
- Cost and Price

Weight

- 15 percent
- 15 percent
- 30 percent
- 20 percent
- 20 percent

PROPOSAL EVALUATION CRITERIA MATRIX

**RFP 0-2690 Back-Office System and Customer Service Center Operations
for the 405 Express Lanes in Orange County**

FIRM: WSP USA Services Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications, Related Experience, and References of Firm	4.00	4.50	4.00	4.50	4.00	3.50	3.00	12.25
Staffing/Project Organization	4.00	4.00	4.00	3.50	4.00	4.00	3.00	11.75
Implementation Work Plan and Technical Approach to BOS*	4.00	4.00	4.00	3.50	3.50	4.00	6.00	23.00
CSC** Operations Work Plan and Approach	4.00	4.00	4.00	4.50	4.50	4.00	4.00	16.67
Cost and Price	4.86	4.86	4.86	4.86	4.86	4.86	4.00	19.44
Overall Score	83.4	84.9	83.4	82.4	82.4	81.9		83
FIRM: Cofiroute USA, LLC							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications, Related Experience, and References of Firm	4.00	4.50	3.50	4.00	4.50	4.00	3.00	12.25
Staffing/Project Organization	3.50	3.00	2.50	3.00	3.50	3.50	3.00	9.50
Implementation Work Plan and Technical Approach to BOS*	3.50	3.50	3.00	3.00	4.00	3.50	6.00	20.50
CSC** Operations Work Plan and Approach	3.50	4.00	3.50	4.50	3.00	3.50	4.00	14.67
Cost and Price	5.00	5.00	5.00	5.00	5.00	5.00	4.00	20.00
Overall Score	77.5	79.5	70.0	77.0	80.0	77.5		77

CONTRACT HISTORY FOR THE PAST TWO YEARS

RFP 0-2690 Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
Cofiroute USA, LLC						
Contract Type: Contract Task Order	C-9-1177	Back-Office System and Customer Services Center Operations for the 91 Express Lanes in Orange and Riverside Counties	January 28, 2020	January 21, 2027		\$ 35,420,566 (OCTA share)
Subconsultants:						
TollPlus						
Proponisi						
Penn Credit						
SWC Group						
Elavon Bank of the West Alliance						
Chase Paymentech						
InfoSend, Inc.						
David Cyprien						
Avtex Solutions, LLC						
LA Federal Armored Service						
Kinsbury Brothers International (KBI)						
USA Waste of California , Inc. dba Enviroserv						
Iron Mountain						
Unity Courier Service						
MailFinance Inc.						
Cell Buisness Equipment/De Lage						
Landen Financial Services, Inc.						
Johnson Controls, Inc.						
American Alarm Systems						
DialogTech Inc.						
Contract Type: Contract Task Order	C-5-0300	Management and Operational Services for the 91 Express Lanes	October 24, 2005	June 30, 2021		\$ 82,552,604
Subconsultants:						
IBI Group					\$ -	
SIRIT Corporation US					\$ -	
Frank Wilson & Associates, Inc.					\$ -	



Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Background

- Board of Directors (Board) approved the release of a request for proposals (RFP) for BOS/CSC* operations services for the 405 Express Lanes in June 2020
- Utilized 91 Express Lanes BOS/CSC Operations Services procurement documents as a base for this procurement
- Scope of work developed with the assistance of a project management consultant with tolling experience
- 405 Express Lanes are anticipated to open in October 2023

Procurements



Design-Build
Selection
November
2016



Toll Lane Systems
Integrator
Selection
February 2018



BOS/CSC Operations
Procurement
2020-2021



Roadway
Services
Procurement
2022

Procurement Includes

- BOS software
- Hardware and software maintenance
- CSC staffing and activities
- Customer account management
- Payments and other mail processing
- Violations processing and collections
- Revenue collections and transaction processing
- Financial management, reconciliation, and settlement
- Transponder inventory management
- Telephone system

Procurement Process

- RFPs released on December 9, 2020
- Evaluation team established from four tolling/transportation agencies
- Received three proposals
- Short-listed two firms and held interviews on May 19, 2021
 - Cofiroute USA, LLC
 - WSP USA Services Inc.
- Evaluation committee recommends the selection of WSP USA Services Inc.

Proposed Costs

Firm	Initial Term	Option Term 1	Option Term 2	Total Price
CUSA	\$102,895,469	\$51,106,537	\$38,402,200	\$192,404,206
WSP	\$110,981,893	\$50,267,417	\$36,556,251	\$197,805,561
Independent Cost Estimate	\$105,510,100			

CUSA – Cofiroute USA, LLC
WSP – WSP USA Services Inc.

Staff Recommendations

- Approve the selection of WSP USA Services Inc., as the firm to provide the BOS and CSC operations services for the 405 Express Lanes in Orange County.
- Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2690 between the Orange County Transportation Authority and WSP Services USA Inc. in the amount of \$110,981,893, to provide the BOS and CSC operations services for the 405 Express Lanes in Orange County, for an initial term up to eight and a half years with one three-year and one two-year option terms.

Next Steps

- Finalize contract and issue notice to proceed
- Work with selected firm on the design, development, and implementation of the BOS/CSC operations systems
- Seek Board approval on a customer service and operations center location
- Seek Board approval for release of roadside services RFP's in Spring 2022

REQUEST FOR PROPOSALS (RFP) 0-2690

**BACK OFFICE SYSTEM AND CUSTOMER
SERVICE CENTER OPERATIONS SERVICES
FOR THE 405 EXPRESS LANES IN
ORANGE COUNTY**



ORANGE COUNTY TRANSPORTATION AUTHORITY

**OCTA OFFICES
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date	December 9, 2020
Pre-Proposal Conference	December 17, 2020
Offeror Technical Questions Submittal Deadline	February 5, 2021
Authority Technical Questions Response Deadline	February 12, 2021
Offeror Pricing and Non-technical Questions Submittal Deadline	February 19, 2021
Authority Pricing and All Non-technical Questions Response Deadline	February 26, 2021
Proposal Due Date	March 22, 2021
Interview Dates:	May 19 & 20, 2021

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NOTICE OF REQUEST FOR PROPOSALS

(RFP): 0-2690 BACK OFFICE SYSTEM AND CUSTOMER SERVICE CENTER OPERATIONS SERVICES FOR THE 405 EXPRESS LANES

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (“Authority”) invites Proposals from qualified firms to provide Back Office System (BOS) and Customer Service Center (CSC) Operations for the 405 Express Lanes (“405 Express Lanes”).

Required work (“Work”) under this RFP includes the implementation and operations and Maintenance of the BOS and CSC for the 405 Express Lanes. Over the term of the Agreement the Authority may implement other toll facilities that may be added to this Project.

The Agreement will include both firm fixed and variable pricing elements. The Initial Term of the Agreement will be up to nine years, which includes an Implementation Phase and a six-year Operations and Maintenance Phase. Two optional Contract extension periods are included for a total optional extension of up to five years. Option Term 1 is for an extension period of up to three years and Option Term 2 is for an additional extension period of up to two years. Each may be executed at the sole determination of the Authority.

The Authority intends to provide a facility for Contractor’s Customer Service Center Operations, which may also house other Authority contractors. The Contractor must provide space for its data center at another location in accordance with the Scope of Work and Requirements.

Authority’s budget commitment, for the Initial Term of this Agreement, is anticipated to be \$133,876,546.

Close coordination will be required between the Contractor awarded the Contract resulting from this procurement (“the Contractor”) and the 405 Express Lanes roadway toll system contractor.

Offerors are advised that the reference documents provided with this RFP are for the purpose of providing certain information to Offerors. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors. Reference documents include the following:

- Toll Operating Agreement with California Department of Transportation (Caltrans) for the 405 Express Lanes in Orange County.
- OCTA 91 BOS and CSC Operations Historical Volumes

The Authority has set a three percent (3%) Disadvantaged Business Enterprise (DBE) participation goal for this project, as it is mainly funded with federal funds. Award of this contract is contingent upon Contractor's commitment to meet the DBE attainment requirements including good faith effort to meet the established goal.

Offerors are advised that by signing their Proposal, they are certifying that they and their Subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

The following restrictions/prohibitions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management services contract for the Authority's Highway Delivery Department, may not submit a Proposal to this procurement.
- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management consultant contract for the Authority's I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of Offeror team composition with regards to conflicts of interest will be done on a case-by-case basis.

Proposals must be received in the Authority's office at or before 2:00 p.m. on Monday, March 22, 2021.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Mr. Robert Webb, Principal Contracts Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
 Contracts Administration and Materials Management
 P.O. Box 14184
 Orange, California 92863-1584
 Attention: Mr. Robert Webb, Principal Contracts Administrator**

Proposals and amendments to Proposals received after the date and time specified above will be returned to the Offerors unopened.

All firms interested in responding to this procurement, are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

Offerors are advised that the Authority is now on Facebook, at www.facebook.com/Cammnetconnect. Cammnet Connect was created by the Authority to provide a tool for firms to build business and partnering relationships with other firms interested in business opportunities with the Authority.

Firms interested in obtaining a copy of this Request For Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

To receive all further information regarding this RFP 0-2690, prime firms and Subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category	Commodity
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software
	Servers and Storage Equipment

Category	Commodity
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting
	Consultant Services - Tolling Systems Design and Development

Category	Commodity
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

A Pre-Proposal conference will be held on **December 17, 2020**, 9:00 am via Skype.

Prospective Offerors may call-in using the following credentials:

- Call-in number: (714) 560-5666
- Conference ID: 139016

No on-site meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to the pre-proposal conference.

The Authority has established May 19 and 20, 2021, as the dates to conduct interviews. All prospective Offerors must keep these dates available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this Contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed Agreement including the identified Scope of Work and Requirements.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held via Skype on **December 17, 2020**, beginning at 9:00 a.m. The Pre-Proposal conference is not mandatory; however, all prospective Offerors are encouraged to attend the Pre-Proposal conference.

Prospective Offerors may call-in using the following credentials:

- Call-in number: (714) 560-5666
- Conference ID: 139016

No on-site meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Offeror represents that it has thoroughly examined and become familiar with the Work required under this RFP (including all exhibits and addenda) and that it is capable of performing quality work to achieve the Authority's objectives. Failure of Offeror to so examine and inform itself shall be at its sole risk, and no relief for discrepancy, deficiency, ambiguity, error, or omission will be provided by the Authority.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any changes made by the Authority to the requirements will be made by written addendum to this RFP. Where applicable, written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral or written instructions. Offerors shall acknowledge receipt of all addenda in their Proposals. Failure to acknowledge receipt of addenda may cause the Proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Mr. Robert Webb, Principal Contracts Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184

Orange, CA 92863-1584
Phone: 714.560.5743, Fax: 714.560.5792
Email: 405ELBOS-CSC@OCTA.net

Commencing on the date of the issuance of this RFP and continuing until award of the Contract or cancellation of this RFP, no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority staff or officers; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, Subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of Offeror at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should the Authority find in its sole discretion that the point in question is not clearly and fully set forth in the RFP, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the Pre-Proposal conference must be put in writing, using the attached Form A, Offeror's Questions Form, and must be received by the Authority no later than 5:00 p.m. (local PT) on the dates stated in the Key RFP Dates Table provided on the RFP Cover Sheet. The Authority is not responsible for failure to respond to a request that has not been submitted as such.
- b. Any of the following methods of delivering written requests for clarifications, questions, and comments are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Email (preferred method): 405ELBOS-CSC@OCTA.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than the dates shown on the Key RFP Dates Table on the RFP cover sheet. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing the request to Mr. Robert Webb. To the extent that responses are provided, they will not be considered part of the Contract documents, nor will they be relevant in interpreting the Contract documents, except as expressly set forth therein.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and Subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category	Commodity
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software
	Servers and Storage Equipment
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service

Category	Commodity
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting
	Consultant Services - Tolling Systems Design and Development
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

Offeror inquiries regarding RFP content or Technical Proposal content will be accepted by the Authority at or before 5:00 p.m. on February 5, 2021. Inquiries regarding these matters will not be responded to after this date and time.

Offeror inquiries regarding Price Proposal and all non-technical matters including forms will be accepted by the Authority at or before 5:00 p.m. on February 19, 2021 no later than 5:00 p.m. (local PT). Inquiries regarding these matters will not be responded to after this date and time.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Both Technical and Price Proposals must be received together, separately packaged as described below, in the Authority's office at or before **2:00 p.m. on March 22, 2021.**

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Mr. Robert Webb, Principal Contracts Administrator**

Proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (Camm)
P.O. Box 14184
Orange, California 92863-1584
Attention: Mr. Robert Webb, Principal Contracts Administrator**

3. Identification of Proposals

Offeror shall submit **one (1) original, eight (8) hard copies, and one (1) electronic PDF copy (on a flash drive)** of its Technical Proposal in a sealed package, addressed as shown in F.2. Offeror shall include the Excel version of the Conformance Matrix on the flash drive. The outer envelope must show the Offeror's name and address and must be clearly marked with the RFP number.

The Price Proposal must be submitted in a sealed envelope, separate from the Technical Proposal package. **One (1) original and one (1) hard copy** are to be submitted, with **one (1) electronic copy on a flash drive**, in Excel file format.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals or in the procurement process.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority make no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the Project.
- d. The Authority reserves the right to postpone Proposal openings for its own convenience and modify any dates set for the Project in the RFP.
- e. Submitted Proposals are not to be copyrighted, as they are subject to the Public Records Act. Confidential and proprietary materials must be marked as such.
- f. Each Proposal will be received with the understanding that acceptance by the Authority of the Proposal to provide the Work described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Proposal and specifications.
- g. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the Work.
- h. The Authority reserves the right to approve or disapprove of an Offeror's Key Team Personnel or changes in an Offeror's organization.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its Proposal. Offeror shall not include any such expenses as part of its Proposal.

By way of example but not limitation, pre-contractual expenses include expenses incurred by Offeror in:

1. Preparing its Proposal in response to this RFP;

2. Submitting that Proposal to the Authority;
3. Negotiating with the Authority any matter related to this Proposal; or
4. Any other expenses incurred by Offeror prior to Effective Date of Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single Proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' Proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the Agreement.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be an agreement between the Authority and the Contractor, as a fixed and variable price Contract specifying fixed prices for individual Implementation Phase milestones, and variable pricing for portions of the Work during the Operations and Maintenance Phase, as specified in the Scope of Work and Requirements, included in this RFP as Exhibit B and in Exhibit D, Price Proposal and Instructions and in the Agreement, included as Exhibit E.

L. FUNDING

Funding for the Project includes TIFIA, federal, state and local funds, and toll revenues.

M. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, Offeror is unable, or potentially unable to render impartial assistance or advice to Authority; Offeror's objectivity in performing the Work identified in the Scope of Work and Requirements is or might be otherwise impaired; Offeror has an unfair competitive advantage, or is engaging

in activities that the Authority considers adverse to the 405 Express Lanes. Conflict of interest issues must be fully disclosed in the Offeror's Proposal.

Offeror shall disclose any financial interests it may have in the 405 Express Lanes, and any other financial, business, or other relationship with the Authority that may have an impact upon this Project, or any ensuing Authority planned or current project. Offeror shall also list current clients who may have a financial interest in the outcome of this Project, or any ensuing Authority project, which will follow.

All Offerors must disclose in their Proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

N. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct, available at www.octa.net, as it relates to third-party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its Subcontracts.

O. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a three percent (**3%**) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," offerors must complete the following forms:

- Consultant Proposal DBE Commitment Form (10-O1)
- Written Confirmation (required from each proposed DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1).
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the "Consultant Proposal DBE Commitment Form (10-O1).
- Bidders List

P. PROHIBITION

The following restrictions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management

services contract for the Authority's Highway Delivery Department, may not submit a Proposal to this procurement.

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management consultant contract for the Authority's I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of Offeror's team composition with regard to conflict of interest will be done on a case-by-case basis.

Q. NONDISCRIMINATION

The Authority hereby notifies all Offerors that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

R. PRIME AND LOWER TIER DEBARMENT

Offerors are advised that by signing their Proposal, they are certifying that they and their Subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

S. PREVAILING WAGES

Certain labor categories under this Project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The Offeror to whom a Contract for the Work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the Work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

T. PERMITS AND INSPECTION COSTS

Successful Offeror shall procure all permits and licenses; pay all charges, assessments

and fees, as may be required by the ordinances and regulations of the public agency having jurisdiction over the areas in which the Work is located and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

U. EXECUTION OF CONTRACT

Within ten (10) Business Days after notification of Contract award from the Authority, the successful Offeror shall submit to the Authority: the required Contract bonds and endorsements shown in Forms I, J and K, and acceptable insurance certificates as required by the proposed Agreement. Failure to sign the Contract and submit applicable bonds, and acceptable insurance certificates within the specified time shall be cause to cancel the award. Transfers of Contract, or of interest in Contracts, are prohibited.

Additionally, at Authority' sole discretion, a letter of guaranty may be requested from Offerors if deemed necessary.

V. LIQUIDATED DAMAGES

Authority reserves the right to assess liquidated damages related to Contractor's performance, Key Team Personnel availability, and delays in Guaranteed Completion Dates for Go-Live, as detailed in the Proposed Agreement included in this RFP as Exhibit E.

W. PUBLIC RECORDS AND INFORMATION

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP. The Offeror must complete the Form M, Public Records Act Indemnification-Proposal Documents and submit with its Proposal.

If a request is received by Authority for the release of information identified by Offeror as propriety, trade secret or confidential, the request will be referred to the Offeror for review and consideration. If Offeror asks that the information be withheld from release, Offeror shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Form M, Public Records Act Indemnification-Proposal Documents.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts, figures, resumes, schedules, and pre-printed materials may contain smaller fonts and line spacing as required. Charts, diagrams and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed one-hundred (100) pages in length excluding from the page limits, the cover letter, Executive Summary, all appendices, resumes, project schedule, tabs, title page, table of contents, and required completed forms.

Offer shall complete and submit with the Technical Proposal the following appendices:

1. Preliminary bill of materials for all Equipment, Software and Hardware including manufacturer, model number, and quantities.
2. Product cut sheets.
3. Audited financial statements which may be submitted in electronic PDF format only on a clearly marked flash drive.
4. Resumes and References.
5. Completed Conformance Matrix.
6. Proposed Implementation Schedule.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Mr. Robert Webb, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of Proposal evaluation. Licensing information, if applicable, such as license number and status of license, must be submitted.

- b. Identification of all proposed Subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; role of Subcontractor on Project, and relationship between Offeror and Subcontractors, if applicable. Licensing information, if applicable, such as license number and status of license, must be submitted.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the Proposal shall remain valid for a period of not less than 210 days from the date the Proposal was due.
- e. Signature of a person authorized to bind Offeror to the terms of the Proposal.
- f. Signed statement attesting that all information submitted with the Proposal is true and correct.

3. Executive Summary

The Executive Summary shall be a brief overview, not to exceed five (5) pages, summarizing the Technical Proposal, and explaining how the Proposal being offered best addresses the evaluation criteria listed in this RFP. Include summaries of Offeror's understanding of the Authority's needs, and proposed approach to coordinating with the Authority, developing and implementing the BOS and CSC Operations, and providing operations and Maintenance services.

4. Technical Proposal

The Technical Proposal shall include the following sections:

- Qualifications, Related Experience and References
- Staffing and Project Organization
- Implementation Work Plan and Technical Approach
- CSC Operations Work Plan, Operational Startup, and Approach

Offerors must specifically answer all of the following information requests using the lettering sequence provided below. Please place the full lettering/numbering of the information request that is being responded to immediately above your response for each item. If the information request includes sub-parts (such as a, b, c...), please adhere to that format and specifically respond to each sub-part and do not provide any part of the response under the introductory portion of your response; rather, the response shall be provided under the relevant sub-part only.

Proposal Section A - Qualifications, Related Experience and References

This section of the Proposal should establish the Offeror's ability to perform the required Work based on the team's structure, strength and stability of the team, prior experience performing similar work, references and availability of resources. Use diagrams and organizational charts as necessary.

Offeror to:

1. Provide an overview of the team (prime and Subcontractors) and a brief profile of each organization, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees. In addition, for each organization provide a primary address, contact person, telephone number, and email address using Form P, List of Subcontractors, for all Subcontractors.
2. Explain the team's (prime and Subcontractors) structure, areas of responsibility, and describe team's experience in working with each other, if applicable.
3. Provide a general description of the prime's and all major Subcontractors' financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the team's ability to complete the Project. The Offeror, primary BOS provider if a Subcontractor, and primary CSC Operations provider, if a Subcontractor, shall provide audited financial statements for the last Fiscal Year in Appendix 3.
4. Provide the team's current and future commitments that will coincide with the Implementation Phase and the Operations and Maintenance Phase.
5. Provide a completed Form N, Offeror Recent Client List.
6. Describe the team's (prime and Subcontractors) experience in performing work of a similar nature to that solicited in this RFP.
7. Using Form O-1 Part 1 (BOS implementation and Maintenance), provide a minimum of two (2) and a maximum of four (4) reference projects for BOS implementation and Maintenance similar in scope to this Project. Include in Appendix 4.
8. Using Form O-1 Part 2 (Operations) provide a minimum of two (2) and a maximum of four (4) reference projects for Customer Service Center planning and operations similar in scope to this Project. Include in Appendix 4.

Proposal Section B - Staffing and Project Organization

This section of the Proposal should establish the method which will be used by the Offeror to manage the Project, as well as identify Key Team Personnel assigned.

Offeror to:

1. Include Project organization charts, including the organization that each staff person works for and their physical location, for each phase:
 - a. Implementation Phase
 - b. CSC Operations during the Operations and Maintenance Phase
 - c. BOS Maintenance during the Operations and Maintenance Phase.
2. Identify Key Team Personnel (see Scope of Work and Requirements Volume 1 for a complete list of Key Team Personnel) proposed to perform the Work. Include the person's name, organization, proposed position for this Project, current location and assignments, level of commitment to his/her current assignments, and how long employed with the organization. Also identify Key Team Personnel proposed locations, availability for Work on this Project and time commitments on the Project.
3. Furnish resumes (not more than two [2] pages each) for all Key Team Personnel, that include the organization they work for, proposed position, education, applicable experience, and applicable professional credentials. Include in Appendix 4.
4. Describe the Offeror's philosophy and approach to training and staffing the CSC Operations to ensure operational readiness.
5. Provide references for Key Team Personnel using Forms P-2 Reference Projects Key Team Personnel Forms. Include in Appendix 4.

Proposal Section C: Implementation Work Plan and Technical Approach to BOS

Offerors shall carefully review Volume II: BOS Technology and Functionality and shall fully complete the required information in the columns of the Requirements Conformance Matrix in accordance with the instructions provided therein. The Conformance Matrix is included as Form Q in Excel format. as part of the RFP forms. The form shall be completed and submitted in searchable PDF format in

Appendix 5 of the Technical Proposal and in Excel format on the flash drive with the Technical Proposal, as directed in Section I, F. 3, Identification of Proposals.

Offerors should provide a narrative and diagrams, which address the Scope of Work and Requirements, and describe the Offeror's approach to the BOS. Offerors should note experience with California Law and the California tolling environment where applicable.

The Proposal shall address the following:

1. Approach to project management of the BOS Implementation Phase.
2. Approach to project management of the BOS during the Operations and Maintenance Phase.
3. Approach to BOS Quality Assurance/Quality Control (QA/QC) during the Implementation Phase.
4. Approach to BOS QA/QC during the Operations and Maintenance Phase.
5. Describe the proposed system and Software architecture.
6. Discuss generally the BOS Software (including other agencies or customers using the product) that is the genesis of the proposed BOS and what overall level of new development versus customization or configuration is planned (response should align with the detailed information provided in the Conformance Matrix).
7. Approach to developing and efficiently incorporating Authority's Business Rules and policies into the BOS.
8. Approach to the design and development of the BOS and the expected level of Authority interaction and participation.
9. Approach to delivery of all BOS documentation.
10. Approach to testing of the BOS.
11. Approach to complying with all Security Standards.
12. Approach to delivering the BOS in the timeframe described in the Proposal (include a proposed Project Implementation Schedule as Appendix 6).
13. Identify any risks and mitigation strategies related to the delivery of the BOS within the required timeframe.

14. Approach to meeting the requirements in Volume II:

- a. Account Management
- b. Image Transfer and Transaction/Trip Processing
- c. Account Notification
- d. Payment Processing
- e. Case Management
- f. Violation Processing
- g. Collection and Registration Holds
- h. Transponder Inventory
- i. Customer Portals
- j. Customer communications across all channels
- k. Financial Requirements
- l. Reporting
- m. Performance Management and Monitoring System.

15. Approach to maintaining BOS Software and keeping the Self-Service Website and mobile application (if option executed) current over the Term of the Agreement.

16. Approach to monitoring and reporting on the BOS performance against the Performance Measures.

17. Approach to maintaining and administering the BOS.

18. Approach to refreshing the BOS Hardware CSC Operations Desktop Environment over the Term of the Agreement.

19. Approach to providing BOS support to the CSC Operations and Authority's staff.

20. Approach to selection of Merchant Services Providers and tokenization provider:

- a. Name the provider, discuss the Offeror's experience with Merchant Services Provider #1 and explain why this provider was selected.

- b. Provide a Merchant Services Provider #1 detailed cost table (separate ACH from Credit Card) breaking out the detailed costs, excluding interchange fees assessed by the card brands, and fees related to processing of ACH and Credit Cards. For example there should be separate lines for each cost item such as:
- Discount rates
 - Transaction fees
 - Gateway fees
 - Tokenization fees
 - Monthly and annual fees
 - Chargeback fees
 - Voice authorization fees
 - Account updater fees
 - Other fees as applicable.
- c. Name the provider, discuss the Offeror's experience with Merchant Services Provider #2, and explain why this provider was selected.
- d. Provide the same cost table for Merchant Services Provider #2 as described in (b) above.

Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach

Offerors should provide a narrative and diagrams, which address the Scope of Work and Requirements, and describe the Offeror's approach to CSC Operations focusing on the Work provided by staff rather than the BOS. The Offeror should note experience with California Law and the California tolling environment where applicable.

The Proposal shall address the following:

1. Approach to project management and planning of CSC Operations during the Implementation Phase.
2. Approach to project management of CSC Operations during the Operations and Maintenance Phase.

3. Approach to CSC Operations QA/QC during the Operations and Maintenance Phase.
4. Approach to providing process improvements through the Term of the Agreement.
5. Approach to incorporating Authority's Business Rules and policies into the CSC Operations.
6. Approach to monitoring and reporting on the CSC Operations performance against the Performance Measures.
7. Describe how operations staff will provide system design input to BOS provider during initial design and after Go-Live.
8. Approach to staffing, hiring and training initial staff. Identify any risks and mitigation strategies related to achieving CSC Operations Readiness (Identify the CSC Operations related major milestones within the Preliminary Implementation Schedule provided as part of Section C).
9. Provide a detailed list of anticipated predecessor tasks required in order to achieve Acceptance of Operational Readiness prior to Go-Live.
10. Approach to properly staffing the CSC Operations during the Operations and Maintenance Phase to ensure that the CSC Operations performance requirements are met.
11. Approach to security and privacy compliance.
12. Approach to Disaster Recovery and Business Continuity. Specifically address proposed handling of events similar to the COVID 19 pandemic, including plan for shift to work-at home CSRS, and what lessons have been learned in that regard.
13. Approach to providing excellent customer service.
14. Approach to effectively managing customer contacts across all channels.
15. Approach to in-bound mail processing and handling of undeliverable mail.
16. Approach to rental car transactions.
17. Approach to violations and the organization of staff to support the process.
18. Approach to Registration Holds.

19. Approach to processing payments and refunds.
20. Approach to financial management.
21. Approach to managing and distributing transponders.
22. Approach to Collections:
 - a. Name the provider and describe the collections approach of Collections Agency #1 and the resulting benefit to the Authority.
 - b. Provide a Collections Agency #1 cost table detailing the rates and fees for collections services in the Scope of Work and Requirements. The table shall separately address Collections Placements that are 1) new placement, but for which the CSC Operations has attempted the initial collection and failed and 2) new placement, for which no previous collection has been attempted. In addition, provide the cost of successful and unsuccessful skip-traces and cost for processing of civil judgements.
 - c. Name the provider and describe the collections approach of Collections Agency #2 and the resulting benefit to the Authority.
 - d. Provide the same cost table as described in (b) above for Collections Agency #2.
23. Approach to initial (pre-Collections Placement) collections attempts by CSC Operations.
24. Approach to postage rate discounts:
 - a. Describe the day-to-day mailing strategies that will be employed to save postage costs while meeting the Requirements.
 - b. Provide a detailed Postage Rate Table for all Orange County zip codes for different types and volumes of mailing (the table should be placed in Appendix 7: Postage Rate Table).

5. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibit B) and Proposed Agreement (Exhibit E), using the form entitled "Proposal Exceptions and/or Deviations" (Form F) included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original Proposal submitted by the Offeror.

If no technical or contractual exceptions and/or deviations are submitted as part of the original Proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibit B) and Proposed Agreement (Exhibit E.) Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the Proposal submittal due date identified in the RFP. Exceptions and/or deviations submitted after the Proposal submittal date will not be reviewed by the Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviations that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

6. Cost and Price Proposal

As part of the cost and Price Proposal ("Price Proposal"), the Offeror shall submit proposed pricing to provide the Work described in the Scope of Work and Requirements (Exhibit B).

The Offeror shall complete the "Price Proposal" form (Exhibit D) included with this RFP and submit in a separately sealed envelope from the Technical Proposal. **The Price Proposal must be completed in its entirety in accordance with the Price Proposal Instructions.**

All boxes, packages, and envelopes containing Price Proposals shall be clearly labeled with Offeror's name, "Price Proposal" and this RFP title and number (along with the package number (e.g., 1 of 1). The original Price Proposal envelope shall be marked "Original".

Price Proposals shall be submitted in the manner and quantities identified in Section I (paragraph F3). File names shall also be clearly identified with the Offeror's name and contents clearly labeled. In the event of a discrepancy between the signed hard copy Price Proposal and the electronic copy, the signed hard copy submittal will take precedence.

It is anticipated that the Authority will enter into a fixed and variable price Contract specifying fixed prices for Deliverables in the Implementation Phase, as well as variable prices for Work performed during the Operations and Maintenance Phase,

as further specified in the Scope of Work and Requirements and the Price Proposal Instructions.

7. Required Appendices

Offerors shall provide the following required appendices in their Proposal as follows:

- Appendix 1: Preliminary bill of materials for all Equipment, Software and Hardware including manufacturer, model number, and quantities.
- Appendix 2: Product Cut sheets.
- Appendix 3: Audited financial statements.
- Appendix 4: Resumes and References.
- Appendix 5: Completed Conformance Matrix.
- Appendix 6: Project Implementation Schedule.
- Appendix 7: Postage Rate Table.

Information considered by Offeror to be pertinent to this Project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section labeled Additional Appendices. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

Unless otherwise noted above in Section A, Proposal Format and Content, or in this Section B, completed forms are to be submitted in a separate Technical Proposal section entitled "Forms". The following forms are included in the RFP:

1. Offeror's Questions Form – Form A

Offerors shall use this form to submit any questions they may have with respect to this RFP or any part thereof.

2. Campaign Contribution Disclosure Form – Form B

Offerors shall complete Form B In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed boards of directors, Offeror is

required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime Contractor, Subcontractors, lobbyists and agents are required to report all campaign contributions from the Proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for July 26, 2021.

Offeror is required to submit only **one** copy of the completed Form B as part of its Proposal and it should be included in only the **original** Technical Proposal.

3. Status of Past and Present Contracts Form – Form C

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror’s Proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its Proposal and it should be included in only the original Technical Proposal.

4. Disadvantaged Business Enterprise Program Requirements and Forms – Form D

Offerors must complete the following forms:

- Consultant Proposal DBE Commitment Form (10-O1)
- Written Confirmation (required from each proposed DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1).
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the “Consultant Proposal DBE Commitment Form (10-O1).
- Bidders List

5. Certification of Restrictions on Lobbying Form – Form E

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes, under Form E, the following forms: a certification form entitled “Certification of Restrictions on Lobbying,” the office of Management and Budget (OMB) Standard Form E entitled “Disclosure of Lobbying Activities,” and a document entitled “Limitation on Payments to Influence Certain Federal Transactions.”

The Offeror to this solicitation will be required to complete and submit to the Authority in their Technical Proposal, the certification form entitled “Certification of Restrictions on Lobbying” whether or not any lobbying efforts took place. If the Offeror did engage in lobbying activities, then OMB Standard Form E “Disclosure of Lobbying Activities” must also be completed and submitted to the Authority.

6. Proposal Exceptions and/or Deviations Form – Form F

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original Technical Proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the Proposal submittal date will not be reviewed nor considered by the Authority.

7. Surety Commitment Letter – Form G

Offerors shall complete, sign, seal, and submit this Surety Commitment Letter with the Price Proposal.

8. Intellectual Property Escrow Agreement – Form H

This is a sample form of the Intellectual Property Escrow Agreement, to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

9. Performance Bond – Form I

This is the sample form of Performance Bond, to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

10. Payment Bond – Form J

This is the sample form of Payment Bond to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

11. Operations and Maintenance Bond – Form K

This is the sample form of Operations and Maintenance Bond to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

12. Iran Contracting Act Certification – Form L

Offerors shall complete and submit this Iran Contracting Certification form with the Technical Proposal.

13. Public Records Act Indemnification Proposal Documents – Form M

Offerors shall complete and sign this form with the Technical Proposal.

14. Offeror Recent Client List – Form N

Offerors shall complete and submit this Recent Client List with the Technical Proposal. Provide a list of all Offeror's contracts in the most recent three years, up to a maximum of 20 contracts.

15. Reference Forms – Form O

Offerors shall complete and submit reference forms P-1, Parts 1 and 2, and P-2 with the Technical Proposal. References must be independent from Offeror's own firm, and must be from third party agencies or companies for which similar work has been performed by Offeror or Key Team Personnel as applicable to the specific form.

16. List of Subcontractors – Form P

Offerors shall complete and submit with their Technical Proposal a list of all Subcontractors proposed on this Project, including their role on the Project.

17. Conformance Matrix- Form Q

Offerors shall complete the Conformance Matrix in accordance with the instructions provided in the form and shall submit the PDF version in Appendix 5 and the Excel version of the completed matrix on the flash drive used for the electronic version of the Technical Proposal.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the Proposals received based on the following criteria:

1. Qualifications, Related Experience, and References of the Firm (Proposal Section A) 15%

- Overall strength of team.
- Strength of prime and all major Subcontractor's financial condition.
- Experience of the team and relevant project experience in BOS and CSC Operations implementation, as well as operations and maintenance (experience with similar scopes of work, current installations of the BOS, current similar operations).
- Strength and relevance of reference projects.
- Strength and relevance of reference checks.
- Other on-going project commitments and priorities.

2. Staffing and Project Organization (Proposal Section B) 15%

- Strength of team's organization (completeness, clear delineation of communication and reporting relationships of staff and firms).
- Experience of the proposed Project Manager and other Key Team Personnel relative to this Project, including resumes.
- Key Team Personnel Reference projects, including relevance of role and reference check results.
- Commitment to meeting local presence requirements of Key Team Personnel.
- Logic and depth of Implementation Phase organization.
- Logic and depth of Operations and Maintenance Phase organization.
- Demonstrated ability to provide and train CSC Operations staff to meet Operational Readiness requirements.

3. Implementation Work Plan and Technical Approach to BOS (Proposal Section C) 30%

- Demonstrated ability to meet the Authority's schedule requirements.

- Completeness and effectiveness of project management and risk management approach.
- Completeness and effectiveness of QA/QC approach.
- Demonstrated process for developing and efficiently incorporating Authority's Business Rules and policies into the BOS.
- Knowledge of California tolling environment.
- Completeness and efficiency of approach to design, development, documentation and testing.
- System architecture logic, configurability, reliability and flexibility.
- Proven success of architecture and software on a similar project.
- Demonstrated ability to comply with the BOS related Security Standards.
- Understanding and approach to delivering technical Requirements in Volume II.
- Demonstrated ability to meet the BOS performance Requirements in Volume IV.
- Commitment to delivering a BOS that emphasizes customer self-service.
- Solution to providing adequate BOS redundancy and Disaster Recovery.
- Demonstrated ability to maintain, administer and Update the BOS to ensure KPI's are met.
- Demonstrated commitment to serving CSC Operations and Authority staff.
- Approach to payment processing through the Merchant Service Provider and controlling processing costs.

4. CSC Operations Work Plan, Operational Startup and Approach (Proposal Section D) 20%

- Demonstrated ability to meet the Authority's schedule requirements.
- Demonstrated process for developing and efficiently incorporating Authority's Business Rules and policies into the CSC Operations.
- Commitment to operations staff involvement in BOS design and testing.
- Commitment to providing and training adequate staff initially and through the Term of the Agreement.
- Commitment to providing excellent customer service.

- Demonstrated ability to meet the CSC Operations performance Requirements in Volume IV.
- Thoroughness of QA/QC program.
- Thorough understanding of California Law and tolling environment.
- Demonstrated understanding and ability to provide the Work described in Volume III.
- Commitment to providing current customer service best practices resulting in efficient processes, customer self-service and accuracy.
- Demonstrated ability to provide strong financial controls.
- Demonstrated ability to comply with the CSC Operations related Security Standards.
- Approach to Collections.
- Approach to minimizing postage costs.

5. Cost and Price

20%

Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all Proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written Proposals using criteria identified in Section III A. The evaluation committee will also be assisted by a technical review committee comprised of subject-matter experts. The technical review committee's role will be to review the technical components of the Proposals and provide their written assessment of their strengths and weaknesses, to assist the evaluation committee in their evaluation of the Proposals. A list of top ranked Proposals within a competitive range, will be developed based upon the totals of each evaluation committee member's score for each Proposal.

During the evaluation period, the Authority may interview some or all of the Offerors. The Authority has established May 19 and 20, 2021, as the dates to conduct interviews. All prospective Offerors are asked to keep these dates available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its Proposal may be eliminated from further discussion. The Authority will provide an agenda for the interview which will consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's Proposal and qualifications. In addition, the Authority may send out questions to some or all of the Offerors to respond to in writing in advance of the interviews. Offeror responses may be subject to discussion at the interview.

At the conclusion of the Proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues, and submit a final Price Proposal. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Authority's Board Committee, the Offeror with the highest final ranking within the competitive range whose Proposal(s) is most advantageous to the Authority.

C. AWARD

The Board Committee for the Authority will review the evaluation committee's recommendation and forward its decision to the Board of Directors for final action regarding selection. The Authority may also negotiate Contract terms with the selected Offeror prior to award, and expressly reserve the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the Proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing Work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a Proposal in response to this RFP shall be notified via CAMM NET of the Contract award. Such notification shall be made within three (3) Business Days of the date the Contract is awarded.

Offerors who were not awarded the Contract may obtain a debriefing concerning the strengths and weaknesses of their Proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) Business Days of notification of the Contract award.

EXHIBIT A: DEFINITIONS AND ACRONYMS

Definitions

The following terms, as used in this RFP and the Agreement, are capitalized and shall have the meaning as provided herein.

Note: Terms that are specifically defined within the Agreement or are generally understood from the context are generally not included in the definitions below. Titles of Deliverables which are fully described and detailed in the Scope of Work and Requirements are also generally not included in this exhibit.

Term	Definition
Acceptance	Approval of the BOS as further set forth in Article 23.
Account Plan(s)	Various plans are available to 405 Express Lanes account holders associated with payment of tolls. Each of the Account Plans have unique account establishment amounts, monthly account fees, and discounts.
Additional Work Order	A Change made to the Work when Work is considered within Scope but not currently tasked, in accordance with Article 16.
Adjustment	A reduction of the monthly fee amount paid to the Contractor based on the Contractor not meeting the Performance Measures set forth in the Scope of Work and Requirements and Agreement.
Administrative Review Hearing	Appearance in front of an Administrative Hearing Officer, in person, via teleconference or via written record related to contesting a Notice of Toll Evasion Violation.
Administrative Hearing Officer	Person responsible for conducting Administrative Review Hearing.
Affidavit of Non-Liability	Form to be filled out by a motorist proving they were not liable for the violation in question.
Agreement	The contract for this RFP and Project executed by the Authority and the Contractor, containing the terms and conditions, all exhibits, and reference documents, including all amendments thereto. The sample Agreement is included as RFP Exhibit E.
Alert(s)	Electronic message generated by the BOS to notify users of an issue or status in accordance with the Scope of Work and Requirements and Approved Business Rules.
Amendment	The means of making Changes to the Agreement pursuant to Article 16, Changes. Also referred to as "Change Order".
Anniversary Day	The Anniversary Day is used in the calculation of an invoice period, statement or Violation Notice. It is based on account attributes, such as account type, account creation date, date of first transaction, date of initial invoice, date of last invoice date of Violation Notice issuance.
Approve	The term "Approve" and its variations (e.g., "Approval" or "Approved"), when capitalized in this Agreement refer to acceptance of a process, vendor, document, condition, action, Submittal, or Deliverable in writing by the Authority. Approval by the Authority shall not be construed to mean endorsement or assumption of liability by the Authority nor shall it relieve the Contractor of its responsibilities under the Agreement.

Term	Definition
Approved Baseline Implementation Schedule	The Baseline Implementation Schedule that is Approved pursuant to the Agreement, which shall be the basis for Implementation Phase Work progress measurement.
Authority	See "Orange County Transportation Authority".
Authority's Data	Any Authority's information, data, records and information to which the Contractor has access, possession or otherwise provided to the Contractor, whether or not intended under or for the purposes of the Agreement, and includes, without limitation, any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household including, but not limited to, name, address, e-mail address, passwords, account numbers, social security numbers, Credit Card information, personal financial or healthcare information, personal preferences, demographic data, geographic location, marketing data, credit data, or any other identification data. For the avoidance of doubt, Authority's Data shall include, but not be limited to, (i) all "nonpublic information," as defined by the Gramm-Leach-Bliley Act (15 United States Code (U.S.C.) §6801 et seq.), (ii) personal information as defined by California Civil Code sections 1798.29, 1798.82, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020) and/or (iii) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679). For the further avoidance of doubt, Authority's Data is not limited to proprietary or confidential information, and need not constitute trade secret information.
Authorized Designee	In addition to the account holder, any person specifically identified by the customer to access the her/his account (e.g. spouse or assistant).
Authorized User	Authorized Users are Approved users that have role-based credentials to access the BOS such as an employee of the Contractor, employee of the Authority, Third-Party Service Provider, or contractor of the Authority.
Automated Clearing House (ACH)	An electronic payment delivery system which allows payments or collection of funds electronically through the ACH network.
Automatic Call Distribution (ACD)	A system commonly used to handle a large volume of inbound calls, as further defined in the Scope of Work and Requirements.
Back Office System (BOS)	All Hardware, hosted services, cloud-based services, Equipment, Software, Interfaces, Third-Party Service Providers services, and other Work, that in combination provide the technology, functionality and processes required in the Scope of Work and Requirements.
Back Office System (BOS) Maintenance	Work required to be performed as set forth in Volumes I and II of the Scope of Work and Requirements in order to maintain, support, and administer the BOS.
Back Office System (BOS) Requirements	Work required to be performed as set forth in Volumes I, Volume II, and Volume IV included as Exhibits B through D of the Agreement.
Bank Account	A customer account with a bank whereby they may deposit and withdraw money.

Term	Definition
Banking Services	Depository accounts into which merchant and other deposits are made. The Authority has multiple depository accounts depending on the payment method (e.g. Credit Card payments, checks and cash) and what the payment is for (e.g., prepaid tolls and Violation payments). The Authority has selected and contracted with a Banking Services provider.
Baseline Implementation Schedule	The implementation schedule submitted for Authority's Approval within fifteen (15) Calendar Days of the Effective Date, based on the Contractor's Preliminary Implementation Schedule included in the Agreement.
Bond	A security for performance or payment provided in accordance with the terms of the Agreement, Article 13, Bonds.
BOS Acceptance	Completion and Approval of the BOS testing and other milestones as set forth in Agreement Article 23, Acceptance and in the Scope of Work and Requirements.
Business Continuity	Continuance of the Authority's CSC Operations in the event of serious incidents or disasters such that the Authority is able to recover to an operational state and proceed with operations quickly and efficiently.
Business Day	A weekday, excluding the Authority's observed Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 pm (local Pacific time).
Business Rules	A set of operational and system rules that detail how the BOS processes, CSC Operations, and the Authority's FasTrak program operates.
Calendar Day(s)	Every day, including weekends and Authority's observed Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 pm (local Pacific time).
California Toll Operators Committee Agency (CTOC Agency)	The California Toll Operators Committee (CTOC) is a collaborative organization composed of California's toll facility operators/owners of which the Authority is a member. CTOC is the primary resource for Interoperability and coordination among tolling facilities, and education and advocacy regarding tolling in California.
Case(s)	Work items that are tracked within a Case management system.
Certified Disposal Service Provider	Third-Party Service Provider certified to dispose of transponders with batteries identified for disposal.
Change	Modification, addition, deduction, or suspension of Work pursuant to Article 16, Changes.
Change Control Board	Authority representatives responsible for planning, controlling and monitoring Approved changes to the BOS in which the Contractor shall participate.
Change Order	See "Amendment".
Check 21	The Check Clearing for the 21 st Century which allows the recipient of the original paper check to create a digital version of the original check, a process known as check truncation, into an electronic format called a "substitute check", thereby eliminating the need for further handling of the physical document.
Clean Air Vehicle	A designation provided by the California Air Resource Board (CARB) and decals by the California Department of Motor Vehicles (DMV) which

Term	Definition
	identifies a vehicle as a low emission vehicle which may be privy to discounts and/or use of the carpool or Express Lanes.
Collection Agency	A Third-Party Service Provider provided by the Contractor engaged in the collection of debts on behalf of the Authority.
Collections	The activities that occur when a debt has been sent to the Collection Agency.
Collections Placement	A customer account or violator account debt, grouping of unpaid toll transactions/trips, grouping of unpaid Violation transactions/trips, or unpaid Violation Notice(s), placed with a Collection Agency in accordance with the Business Rules.
Commercial Off-the-Shelf	Commercially available off-the-shelf Hardware and Software that is sold to the general public in the same precise form and requires little to no modification to use.
Configurable	Functionality provided such that changes to the related thresholds, values, methods, parameters and/or settings shall not require additional Software development and Software testing effort. Verification of the change for this purpose is not considered testing. This same meaning applies to all variations, e.g. Configured.
Contract Deliverables Requirements List (CDRL)	The document developed and maintained by the Contractor that identifies and tracks the status of all deliverables/submittals on the Project.
Contract	See "Agreement".
Contractor	The person, firm, corporation or entity undertaking the execution of the Work with whom the Authority has entered into an Agreement, including Subcontractors.
Convenience Plan	Account Plan that allows customers to pay a one-time lifetime fee (Configurable) at the time of account establishment in lieu of monthly fees.
Corrective Action Plan	A plan to be developed by the Contractor for each failure to meet a Performance Measure identifying the root cause(s), the extent of the problem and providing a plan to rectify the current situation and prevent future occurrences.
Courtesy Credit	Credit given to customers due to an inconvenience experienced which cannot be associated with a specific Violation, transaction/trip or fee.
Credit Card	Card issued by a financial company giving the holder an option to borrow funds, with eligible Credit Cards on this Project as identified in the Scope of Work and Requirements.
Credit Card Update Service Provider	A Third-Party Service Provider provided by the Contractor that automatically updates customer Credit Card information (for example, updating expiration dates on expired cards).
Customer Satisfaction Survey	A service provided by a Third-Party Service Provider for Customer Satisfaction Surveys focused on improving customer interactions by measuring customer perceptions of how well the Contractor delivers on the critical business functions.

Term	Definition
Customer Satisfaction Survey Provider Subcontractor	Third-Party Service Provider provided by the Contractor that performs Customer Satisfaction Surveys.
Customer Service Center (CSC)	The place or places of businesses and Facilities that provide for all operations activities required by the Agreement.
Customer Service Center Operations or Operation	Work, including services, and activities performed, such as customer support, account management, and violations/payment processing and which in total make up the CSC Operations in accordance with and as further set forth in the Scope of Work and Requirements.
Debit Card	Payment mechanism similar to a Credit Card, but unlike a Credit Card, the payment funds come directly from the user's Bank Account when performing a transaction.
Deliverable(s)	All documentation and any items of any nature submitted by the Contractor to the Authority for review and Approval pursuant to the terms of this Agreement and the Scope of Work and Requirements. See "Submittal".
Desktop Environment	Any and all Equipment, computers, and peripherals necessary for CSC personnel to perform their job duties within their workspace.
Disaster Recovery	The process of re-establishing and making available the BOS due to an event which renders it partially or fully inoperable, as further set forth in the Scope of Work and Requirements.
Disentanglement	The process by which the Contractor provides an orderly transition of Work at end of Agreement, for whatever the reason, in accordance with Article 36, Transition and Succession, and the Scope of Work and Requirements.
Drivers Privacy Protection Act (DPPA)	18 US Code, Section 2721, which serves to protect the privacy of personal information assembled by states' departments of motor vehicles
Effective Date	The date the Agreement commences and Contractor is authorized to commence Work.
Electronic Document Management System (EDMS)	The Contractor-provided document repository which is used as the master repository for all Project documentation.
Electronic Toll and Traffic Management (ETTM) System	The lane systems and hardware and the Roadway Support Systems and all associated systems, hardware and components on the 405 Express Lanes. The ETTM System will communicate with the BOS for purposes of toll collection.
Electronic Toll and Traffic Management (ETTM) System Contractor	The ETTM System for the 405 Express Lanes, unless otherwise noted to refer to the contractor providing these services on the 405 Express Lanes.
Eligible Surety	Provider of performance and payment bonds that meets the eligibility requirements established in Article 13, Bonds.
End of Agreement Transition	Process of transitioning to a new contractor for the BOS and/or CSC Operations at the end of the Agreement Term, in accordance with the End of Agreement Transition Plan.

Term	Definition
End of Agreement Transition Plan	A Contractor-developed plan which addresses how the Contractor will support the Authority and the Contractor's successor to facilitate a seamless transition and Disentanglement upon termination or expiration of the Agreement.
Enhancement	Any change that provides new and significant Software or Hardware functionality, above that specified in the Scope of Work and Requirements and Agreement and is not an Upgrade or Update.
Equipment	An all-inclusive term to mean the Hardware, components, associated peripherals, associated firmware, electrical and other materials and supplies necessary to provide Work pursuant to the Agreement and Scope of Work and Requirements, inclusive of all solutions, including any Facility on-premise, hosted or cloud-based Equipment or Hardware.
Escheatment	Unclaimed funds that are sent to the State in accordance with current California law and Authority's policies. Includes other forms of the word including "escheat" and "escheated".
Escrow	The depository for Contractor Intellectual Property agreed-to in accordance with the terms of Agreement Article 25, Intellectual Property and Article 26, Contractor Intellectual Property Escrow.
Escrow Agent	The company with whom the Authority and Contractor enter into an Escrow Agreement.
Escrow Agreement	Agreement entered into with Escrow Agent, Contractor, and Authority for purposes of depositing and storing Contractor Intellectual Property in accordance with Article 25, Intellectual Property and Article 26, Intellectual Property Escrow.
Event of Default	A material breach of the Agreement as detailed in Agreement Article 21, Default.
Evidence Package	The supporting documentation supplied by the BOS to support the Authority when a customer is granted an Administrative Review Hearing or is taken to court for non-payment of tolls and applicable fees and a review has been scheduled.
Excessive I-Tolls	A Configurable threshold, which when exceeded, initiates the creation of a Flag on the license plate/transponder, which may result in a Notification and additional toll amounts or fees.
Excessive I-Toll Notification	Notification to a customer that their vehicles is receiving an excessive number of I-Tolls.
Express Lanes	A generic term used to describe lanes within existing expressway, arterial highway facilities or lanes comprising a separate facility where multiple operational strategies, including pricing, may be utilized and actively adjusted as needed for the purpose of achieving pre-defined performance objectives.
Express Lanes Facility	A Toll Facility that is comprised of Express Lanes. In the case of this Agreement, an Express Lane Facility is the 405 Express Lanes.
Facility(ies)	The Authority's provided buildings in which the CSC Operations Work is performed.

Term	Definition
FasTrak®	Trademarked electronic toll system that allows customers to use any toll road, bridge, or express lane in California without stopping to pay.
Final Acceptance	Final Acceptance of the Implementation Phase will be considered by the Authority to have occurred, when the conditions for Final Acceptance set forth in Article 23, Acceptance have been met.
Financial Account	A subledger account designed to aggregate Financial Transactions related to multiple accounts that enables the Authority to record Financial Transactions in its general ledger system.
Financial Transaction	A toll transaction/trip, replenishment or a financial adjustment. A financial adjustment is any transaction that is not a payment, a toll, a fee or a fine, which changes the balance in a customer's account.
Fiscal Year	The financial period for the Authority, defined as July 1 through the subsequent June 30th.
Flag(s)	A mark that signals a particular condition or status or that an event has occurred. The Flag is said to be set when it is turned on. Flags may be related to a specific account(s) or transaction(s), or may relay information to Authorized Users accessing the account, or they may direct the BOS to take some form of action.
Force Majeure	The circumstances as defined in the Agreement, whereby a party is excused from meeting a requirement(s) specified in this Agreement as further set forth in Article 72, Force Majeure.
Fulfillment	The process of delivering a transponder to a customer.
Go-Live	The date on which revenue operations commence; when the BOS has been commissioned and the Contractor's operation of the CSC has commenced, in accordance with the Scope of Work and Requirements.
Guaranteed Completion Date	The date set forth in the Approved Baseline Implementation Schedule upon which Contractor agrees the BOS will Go-Live, and for which Contractor shall be subject to liquidated damages for failure to meet such date.
Hardware	See "Equipment".
Holiday(s)	Days that are designated by the Authority as Holidays for purposes of this Agreement.
Image Toll (I-Toll) Transaction/Trip	Initially an Image-Based Transaction/Trip created at the lane level, but which is subsequently determined to be associated with a valid transponder account and is further processed as such.
Image-Based Transaction/Trip	A transaction/trip that is originated in the lane, using image capture technology (as opposed to a Transponder-Based Transaction/Trip).
Implementation Phase	The phase of the Project, which begins at the Effective Date and ends at Final Acceptance, that includes but is not limited to, the BOS design, development, installation, pre-Go-Live testing, transition, data migration, Go-Live and Acceptance Testing.
Indemnitees	Parties identified in the Agreement to be indemnified by Contractor as further set forth in the Agreement.
Initial Term	Term of the Agreement, excluding any extensions thereto.

Term	Definition
Insufficient Balance Threshold	Amount set by the Authority at which the customer account is changed to invalid status and the transponder(s) is no longer accepted for toll payment.
Intellectual Property	All current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Software, Work, Project and/or services. Without limiting the generality of the foregoing, Intellectual Property includes Software, Authority's Data, and information collected, stored, processed or analyzed.
Intellectual Property (IP) Materials	All physical, digital or mechanical embodiments of Intellectual Property in any media or form including without limitation, reports, documents, programmer notes, documentation, or Deliverables.
Interface	A software program that facilitates data exchange from one component of a system to another or between separate systems and is generally documented in an Interface control document (ICD).
Interoperable (Interoperability)	A relationship between tolling agencies or entities where their systems are capable of capturing and transmitting transactions/trips generated on one agency's roads by customers of the other agency or entity. Generally, requires that reciprocity agreements between agencies and entities are in place to govern payments and reconciliation.
Interoperable Agency(ies)	Entities that have agreed to accept each other's transponders and/or license plates, to identify customers and settle payment. In the case of this Agreement, such entities will have entered into a reciprocity agreement which dictates the processes and payment policies, for example CTOC.
Investigative Review	Review of information provided by the motorist in dispute of a Violation.
Jurisdiction (License Plate)	The governing entity, such as state or country that controls the issuing of a particular vehicle license plate and provides registered vehicle owner information.
Key Team Personnel	Contractor positions that are designated as most critical to performing and managing the Work in the RFP, Agreement, and the Scope of Work and Requirements, with associated specific conditions and responsibilities identified therein.
License Plate Status File (LPSF)	List of license plates listed on valid customer accounts belonging to the Authority and Interoperable Agencies created in accordance with the current version of the CTOC ICD.
Local Area Network	A computer network that interconnects computers within a limited area.
Lockbox	A service offered by a Third-Party Service Provider to companies in which the Lockbox company receives payments by mail and deposits them into the company's account and notifies the company of the deposit.

Term	Definition
Lockbox Exceptions	Items received by the Lockbox that cannot be posted to an account because of the absence of information or a discrepancy in the information required to automatically apply the payment. Lockbox Exceptions are researched and resolved by the Contractor.
Lockbox Service Provider	A Third-Party Service Provider that may be used under the Agreement that receives and processes mailed payments related to customer accounts and violations.
Maintenance and Software Support Services	Services to be performed by Contractor related to the Maintenance of the BOS Hardware and network and monitoring, support and administration of the Software.
Maintenance	The Maintenance and related services required to be furnished by the Contractor, in accordance with the Scope of Work and Requirements
Maintenance Plan	Contractor Deliverable detailing the comprehensive Maintenance approach, subject to Approval, as further set forth in the Scope of Work and Requirements.
Maintenance Services	See "Maintenance".
Merchant Service Provider	The Third-Party Service Provider provided by the Contractor who provide the services of the payment processor and acquiring bank for Credit Card payments.
Module	A group of functions developed simultaneously for specific tasks, such as a reporting Module, a security Module or a maintenance Module.
Money Services Provider	A retail location that provides customers the ability to add funds to their account, pay invoices or Violation Notices or purchase a transponder.
Monthly Performance Scorecard	A component of the Performance Report which details the Contractor's operational performance measurement and points, as described in the Scope of Work and Requirements.
National Change of Address (NCOA)	The NCOA Link Product is a secure dataset of permanent change-of-address (COA) records consisting of names and addresses of individuals, families and businesses who have filed a change of address with the USPS.
Near Field Communication	A set of communication protocols that enable two electronic devices to establish communication by bringing them within proximity of each other.
Notice	A formal communication made pursuant to the terms of the Agreement, Article 11, Notices, addressing legal and contractual matters, not applicable to daily Implementation Phase and Operations and Maintenance Phase communications.
Notice of Closeout	Notice sent to Contractor by Authority closing out the applicable Phase.
Notice of Default	A Notice sent to the Contractor declaring an Event of Default.
Notice of Delinquent Toll Evasion Violation	A Notice that is sent to violator 30 days after Notice of Toll Evasion Violation and includes a late penalty.
Notice of Publication of Unclaimed Funds	Notice placed to advertise that unclaimed checks will be Escheated.
Notice of Termination	A Notice sent to Contractor initiating termination of the Agreement.

Term	Definition
Notice of Toll Evasion Violation	Image-Based Transactions/Trips that do not post to a Registered account and are not paid within the specified period are considered violations. A Notice of Toll Evasion Violation is sent to violators and it will contain violations a fee amount and a penalty.
Notice to Proceed for Ramp-up/Customer Services	Notice by the Authority that Contractor shall commence the Work associated with Ramp-up/Customer Services as further set forth in the Scope of Work and Requirements.
Notification(s)	Communication via all the methods supported by the BOS between the Authority and customers, as set forth in the Requirements. Examples include statements, invoices, Violation Notices and letters to customers and violators.
Occupancy Declaration Correction List	A file-based electronic list developed by the Contractor for each Toll Facility which identifies vehicles which the ETTM System ODS has found problematic in properly verifying the occupancy, based on customer disputes or CSC Operations quality control.
Occupancy Detection System	ETTM System equipment which captures and analyzes an image(s) of the passenger compartment to determine the number of occupants. This result may be compared with the number of occupants declared by the customer.
Occupancy Setting	Setting on the FasTrak transponder to designate the number of occupants travelling in the vehicle for the purpose of identifying as a high occupancy vehicle (HOV).
Offeror	A firm that has submitted a Proposal for this RFP.
Operational Alert Notification	Role-based signal, prompt or message sent to BOS operational personnel, notifying them of a BOS condition that requires their attention or an issue that they should be aware of.
Operational Readiness Demonstration	Demonstration conducted by the Contractor in accordance with the Scope of Work and Requirements, which will prove that the BOS and the CSC Operations are ready to Go-Live.
Operations and Maintenance Phase	The Phase beginning upon Go-Live through the end of the Agreement.
Operations Plan	The Operations Plan is a comprehensive document provided by the Contractor that details how the CSC will be managed and operated in accordance with the Scope of Work and Requirements, subject to Approval.
Optical Character Recognition (OCR)	A software process that automatically recognizes license plate characters without requiring human intervention and which, in this application, extracts and provides the license plate numbers and Jurisdiction from the image of the license plate.
Option Term 1	First Agreement extension period executed at Authority's sole discretion pursuant to Article 5, Term of Agreement.
Option Term 2	Second Agreement extension period executed at Authority's sole discretion pursuant to Article 5, Term of Agreement.

Term	Definition
Orange County Transportation Authority (OCTA)	The Orange County Transportation Authority owns and operates the segment of the 405 Express Lanes in Orange County and is the agency responsible for this procurement and Agreement. Also referred to as "Authority".
Party	Any signatory to this Agreement.
Payment Schedule	Milestone Payment Schedule for completed and Approved Deliverables and Submittals set forth in RFP Exhibit H, Contractor Price Proposal, and Agreement Exhibit _ that constitutes Authority's full payment obligations for the Implementation Phase.
Performance Management and Monitoring System (PMMS)	An automated, fully integrated system that includes performs tasks including but not limited to: monitors the status of Equipment, processes and systems in real time, records failures, notifies Maintenance personnel, generates and tracks work orders, maintains Preventative Maintenance schedules, generates repair history, and maintains parts inventory and asset management, all in accordance with the Scope of Work and Requirements.
Performance Measures	The metrics established in the Scope of Work and Requirements used for determining adherence to performance requirements.
Performance Report	A report to be developed monthly by the Contractor detailing the Contractor's performance against each Performance Measure, with details related to the failure events that resulted in the non-compliance, provide in accordance with the Scope of Work and Requirements.
Personally Identifiable Information (PII)	Sensitive personal information as identified in the Security Standards and established by relevant applicable law, as further set forth in the Agreement and Scope of Work and Requirements.
Pervasive Defect	A failure determined by the Authority to be recurring or repetitive as further set forth in Article 30, Defects/Failure.
Plan(s)	Contractor Deliverable submitted for Approval that identifies approach to a particular aspect of the Work, including but not limited to Transition, Training, Project Management, Staffing, Maintenance, System Support, Disaster Recovery, and Business Continuity Plans.
Plate Correction List	A file-based electronic list developed by the Contractor for each Toll Facility which contains license plate numbers that have been problematic for automated or manual image review and require special manual review and verification.
Plate Type	Categorization required by some states which issue more than one license plate with the same number/letter combination, thereby making the Plate Type the only differentiator.
Point-of-Sale (POS)	Electronic terminal that allows processing of Credit Card payments at retail locations.
Positive Pay	A cash-management service employed to deter check fraud. A process by which checks issued by an entity are compared with those presented for payment. Any check considered to be potentially fraudulent is sent back to the issuer for examination.
Post(ing)	The recording of a transaction/trip on an account in the BOS.

Term	Definition
Posting Day	The day of Posting to an account.
Preliminary Implementation Schedule	The Project implementation schedule provided by Contractor and included in the executed Agreement, which will be updated, further detailed and submitted by Contractor for Approval following Effective Date, in accordance with Agreement Article 6, Time and Schedule/Completion Dates and Scope of Work and Requirements.
Preventative Maintenance	Repairs, cleaning, adjustments and replacements of components as necessary to maintain the BOS Equipment in normal operating condition.
Prime Contractor	The signatory to the Agreement with the Authority excluding any Subcontractors. Prime Contractor may be referenced in the context of utilizing Subcontractors to perform part of the Work.
Price Proposal	Offeror pricing provided in response to this RFP and in accordance with the instructions provided therein. Contractor Price Proposal will be included as an Exhibit in the executed Agreement.
Print/Mail House Service Provider	Third-Party Service Provider provided by the Contractor that handles the printing and mailing of customer-related Notifications for the Authority.
Processing Exception List	List of license plates and transponders used to identify transactions and images that require manual review and disposition prior to final processing due to known customer service and/or processing issues.
Project	The total Work set forth in the Scope of Work and Requirements and as further set forth and detailed in the Agreement.
Project Management Plan (PMP)	Deliverable submitted by Contractor for Approval used to guide Project execution, management and control, as further detailed in the Scope of Work and Requirements.
Project Manager	The Contractor's duly authorized representative designated to manage the Contractor's performance of the work in accordance with the Agreement.
Proposal	The entire submission made by an Offeror as a part of this RFP. Contractor's entire submission in response to this RFP incorporated into to the Agreement.
Protected Plate	A license plate registered to a motorist affiliated with federal, state or local agencies who are allowed to shield their addresses under the Confidential Records Program.
Pure Zero Emission Vehicle	A Pure Zero Emission Vehicle is a vehicle that emits no exhaust gas from the onboard source of power as determined by the California Air Resources Board.
Quality Assurance (QA)	A process which occurs after the final Work product is complete, to ensure the Work was completed as expected and required.
Quality Control (QC)	A process which occurs before a final product is produced or presented, to ensure the Work product is accurate.
Quick Response Code (QRC)	A machine-readable matrix barcode used to provide access to information via mobile tagging using a smartphone device.

Term	Definition
Ramp-up/Customer Services	Work provided by Contractor upon a Ramp-up/Customer Services Notice to Proceed, providing services and Work prior to Go-Live of the 405 Express Lanes, as further set forth in the Scope of Work and Requirements.
Readiness for Go-Live	The milestone that indicates the BOS and CSC Operations have achieved the required predecessor steps and are ready to go into live, revenue operations, subject to Authority Approval.
Recovery Point Objective (RPO)	The maximum acceptable amount of data loss measured in time. It is the age of the files or data in backup storage required to resume normal operations if a computer system or network failure occurs.
Recovery Time Objective (RTO)	The duration of time and a service level within which a business process must be restored after a disaster in accordance with the Scope of Work and Requirements.
Refund Account	Bank Account(s) from which customer refunds are made. The Refund Account(s) is part of the Authority's Banking Services.
Region of Interest	A portion of an image that is filtered or isolated, typically used for license plate identification.
Registered	Registered is a term that applies to accounts that are proactively established by the customer and are typically associated with a valid transponder(s).
Registered Owner of Vehicle (ROV)	The party legally responsible for a vehicle at the time of the toll transaction in accordance with applicable state statutes and regulations.
Registered Owner of Vehicle (ROV) Lookup	The process of identifying the Registered Owner of Vehicle.
Registered Owner of Vehicle (ROV) Lookup Provider	Third-Party Service Provider provided by the Contractor that conducts out-of-state ROV Lookups.
Registration Hold	The process of preventing a vehicle from being registered, by contacting CA DMV or out-of-state DMV and notifying them to place a hold on a vehicle's registration due a toll Violation, in accordance with applicable state statutes and regulations.
Rental Car Service Provider	Either a rental car agency or a separate company that facilitates the vehicle identification, transaction exchange and payment processing between the toll agency and the rental car agency.
Report on Compliance (ROC)	Form to be completed by Credit Card merchants undergoing a PCI DSS (Payment Card Industry Data Security Standard) audit. The ROC form is used to verify that the merchant being audited is compliant with the PCI DSS standards.
Requirement(s)	Each of the required work activities in numbered form that the Contractor shall perform, including but not limited to technical, functional, Project management, operations and Maintenance and performance.
Requirements Traceability Matrix (RTM)	The structured collection of information that identifies and track each of the requirements in the Scope of Work and Requirements, which is submitted by the Contractor for Approval by the Authority and serves to track completion of design, development and testing.

Term	Definition
Responsibility Matrix	The matrix that defines respective responsibilities of the Agreement parties and other interfacing third-party contractors.
Retailer(s)	A retail location that sells the Authority's transponders.
Revenue Day	The 24-hour toll collection day expressed from 00:00:00 a.m. to 11:59:59 p.m. in military time unless otherwise Approved during design. Provided In local Pacific time.
Scope of Work and Requirements	The Agreement documents incorporated as Exhibits B, Scope of Work and Requirements, that capture and define the Work activities, Submittals and Deliverables and performance that the Contractor must execute in performance of the Work.
Secure File Transfer Protocol	Secure File Transfer Protocol (SFTP) is a secure version of File Transfer Protocol (FTP), which facilitates data access and data transfer.
Security Standards	Standards enumerated in the Scope of Work and Requirements and Agreement related to physical, data and personal security and privacy, under which the BOS shall be designed, maintained and operate; and the CSC shall operate.
Self-Service Mobile Application	The mobile application that allows customers to create and manage accounts or pay invoices through an application installed on their mobile device.
Self-Service Website	The public website that presents Authority-provided information and allows customers to create and manage accounts, including adding funds to an account or paying Violations.
Sites	Any location where Work on this Project is conducted or performed.
Skip Trace	The process by which alternative contact information is gathered for a customer for which the account-holder or DMV provided information is not sufficient.
Skip Trace Service Provider	Third-Party Service Provider provided by the Contractor that gathers alternate contact information for customers.
Software	All computer programs, media, procedures, rules and associated documentation pertaining to the control and operation of the data processing and data storage for the BOS. Software includes all associated features and functions described in the Scope of Work and Requirements, including all Agreement Change Orders, updates, derivative works, enhancements, modifications or upgrades thereto, and all error corrections, patches and bug fixes provided by the Contractor and which is made part of the BOS, as well as all related or ancillary data files, modules, libraries, tutorial and demonstration programs, and other components thereof, all source and object code, firmware and all documentation.
Special Access Plan	Payment plan which provides free or discounted toll rates for vehicles that meet the eligibility conditions identified in the Scope of Work and Requirements for the Special Access Plan, subject to change at the Authority's discretion.
SSAE-18	Statement on Standards for Attestation Engagements (SSAE) No. 18, Reporting on Controls at a Service Organization.

Term	Definition
Standard Plan	Account Plan which requires a monthly fee and provides for discounts for a configurable number of transactions per month (Configurable) and offers a discount (Configurable) for each tolled trip taken on the 405 Express Lanes, with a capped discount (Configurable).
State	The State of California.
Subcontractor	Any person, firm or corporation, other than the Contractor's employees, who contracts to furnish labor, or labor and materials, at the Site(s) or in connection with the services, whether directly or indirectly, on the Contractor's behalf and whether or not in privity with the Contractor.
Submittal	See "Deliverable".
Supplier	Any person, firm, or corporation who contracts to furnish materials, Equipment, or supplies for incorporation in or in connection with the Work.
Surety	Provider of the Bonds under the Agreement.
Tax Intercept	Violation debt, in Collections, can be placed with the California Franchise Tax Board (FTB). The FTB's program called the Interagency Intercept Collection (IIC) Program intercepts (offsets) refunds when individuals have delinquent debts owed to government agencies and California colleges. The Collection Agency administers this program on behalf of the Authority.
Term	Length of the Agreement as set forth in Article 5, Term of Agreement, including the Initial Term and any extensions executed thereto.
Third-Party Service Providers	Entities which have a relationship with the Authority and the Contractor to perform work and/or request that work be performed, such as collection companies.
Title 21	California Code of Regulation that provides the requirements for open compatibility specifications for a two-way communications protocol for automatic vehicle identification (AVI) including an initial set of Transaction Record Type codes mandated for statewide electronic toll collection use.
Toll Facility	The OCTA 405 Toll Facility.
Toll Rate Changeable Message Sign (CMS)	The signs installed before all entrances to the Express Lanes that display the rate information and variable text.
Toll Zone	The area which vehicles pass through, where information from automatic vehicle detection, license plate image capture, and automatic vehicle identification is captured and is used to create a transaction/trip.
Transaction/Trip Date and Time	The date and time the vehicle crosses through each Toll Zone.
Transaction/Trip Entry Date and Time	The date and time the vehicle entered a segment of the Express Lane.
Transponder Status List (TSL)	List of valid transponders belonging to the Authority and Interoperable Agencies created in accordance with the current version of the CTOC ICD.

Term	Definition
Transponder-Based Transactions/Trips	A transaction/trip that is originated in the lane using transponder technology (as opposed to an Image-Based Transaction/Trip).
Unavailable	A Key Team Personnel member 's absence or inability to perform the Work that meets the conditions set forth in Agreement Article 4, Contractor's Personnel.
Uniform Resource Locator (URL)	The address of a web page.
United States Postal Service (USPS) Coding Accuracy Support System (CASS™)	A certification offered by the USPS to all mailers and software vendors to evaluate the quality of their address-matching software and improve the accuracy of their ZIP+4, carrier route, and five-digit coding.
United States Postal Service (USPS) Intelligent Mail Barcode	A 65-bar barcode applied to mail in the United States for tracking mail pieces.
Unregistered	Applies to accounts that are created using the information provided by the DMV, Registered Owner of Vehicle (ROV) Lookup Provider or Affidavit of Non-Liability. May include more than one vehicle if the owner information is an exact match.
Update	Generally, refers to a patch released for existing Software to fix any existing bugs, errors, or security issues; can also provide support for new Hardware, as well as performance tuning. Updates are to be performed as a part of Operations and Maintenance Phase at no additional cost to the Authority in accordance with of the Agreement, including Article 28, Warranties.
Upgrade	Generally, refers to transforming existing Software to a new version; provides new features and functionalities rather than fixing existing bugs, errors or security issues. Upgrades are to be performed as a part of Operations and Maintenance Phase at no additional cost to the Authority in accordance with the Agreement, including Article 28, Warranties.
Violation	A Transaction which occurs when the vehicle was not registered to a valid FasTrak account and did not have a valid Transponder. Non-compliance with the Business Rules regarding toll payment generates a Violation Notice.
Violation Notice	The notification sent to a violator as determined by the Business Rules and Approved design, in accordance with applicable laws, rules and regulations. Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation are collectively referred to as Violation Notice(s).
Waiver Form	Formal request made by the Contractor for a specific item of performance to be excluded from an associated performance measurement calculation.
Walk-in Center (WIC)	Physical location which will provide in-person customer service (including transponder fulfilment, account replenishment, Violation payment or account management).
Wide Areas Network	Telecommunications network or computer network that extends over a large geographical distance/place.

Term	Definition
Work	Includes, without limitation, all plant, labor, materials, Equipment, Systems, services, Software, licenses, leases, facilities, design, development, installation, testing, data transition and migration, training, operations and Maintenance and other things necessary or proper for or incidental to carrying out and completing the Project in accordance with the terms of the Agreement.
Work Directive	Directive from the Authority to perform or proceed with Work in accordance with Agreement Article 16, Changes.
Write-Off	A cancellation of a customer balance made as a result of a debt being deemed uncollectible or unworthy of pursuit. Items are eligible for Write-Off based on criteria and eligibility to be determined by the Authority.

Acronyms

The following Acronyms shall have the following meanings:

Acronym	Meaning
ACH	Automated Clearing House
ACD	Automatic Call Distribution
ACK	Acknowledgement
AD	Active Directory
ADA	Americans with Disabilities Act
AVI	Automatic Vehicle Identification
BCP	Business Continuity Plan
BOS	Back Office System
CAD	Computer Aided Design
Caltrans	California Department of Transportation
CCB	Change Control Board
CCTV	Closed-Circuit Television Camera
CDRL	Contract Deliverables Requirements List
COTS	Commercial Off-the-Shelf
CPA	Certified Public Accountant
CRF	Customer Review Form
CSC	Customer Service Center
CSR	Customer Service Representative
CSWRD	Conformed Statement of Work Requirements Document

Acronym	Meaning
CTOC	California Toll Operators Committee
DMV	Department of Motor Vehicles
DR	Disaster Recovery
DRP	Disaster Recovery Plan
DVAS	Digital Video Audit System
EEOC	Equal Employment Opportunity Commission
EMV	Europay, MasterCard and Visa,
ETL	Extract, Transform and Load
ETTM	Electronic Toll and Traffic Management
FFCRA	Federal Fair Credit Reporting Act
FIFO	First in First Out
FTP	File Transfer Protocol
GAAP	General Accepted Accounting Principles
GASB	Government Accounting Standards Board
GUI	Graphical User Interface
HOV	High Occupancy Vehicle
HTML	HyperText Markup Language
HTTPS	Hypertext Transfer Protocol Secure
ICD	Interface Control Document
ID	Identification
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
IOP	Interoperability
IP	Intellectual Property
IP	Internet Protocol
IRS	Internal Revenue Service
ISA	Internal Security Assessor
ISO	International Standards Organization
I-Toll	Image Toll
IT	Information Technology
ITS	Intelligent Transportation Systems

Acronym	Meaning
IVR	Interactive Voice Response
LAN	Local Area Network
LOS	Level of Service
MS	Microsoft
MSP	Merchant Services Provider
NACK	Negative Acknowledgement
NCOA	National Change of Address
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NTP	Notice to Proceed
OCR	Optical Character Recognition
OCTA	Orange County Transportation Authority
OSHA	Occupational Safety and Health Administration
PCI	Payment Card Industry
PCI-DSS	Payment Card Industry Data Security Standards
PDF	Portable Document Format
PII	Personally Identifiable Information
PIN	Personal Identification Number
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMMS	Performance Management and Monitoring System
PMP	Project Management Plan
POS	Point-of-Sale
PZEV	Pure Zero Emission Vehicle
QA	Quality Assurance
QC	Quality Control
QSA	Qualified Security Assessor
RDBMS	Relational Database Management System
RFP	Request for Proposal
RMA	Return Merchandise Authorization
ROC	Report on Compliance

Acronym	Meaning
ROI	Region of Interest
ROV	Registered Owner of Vehicle
RPO	Recovery Point Objective
RSS	Roadway Support System
RTM	Requirements Traceability Matrix
RTO	Recovery Time Objective
SDDD	System Detailed Design Document
SFTP	Secure File Transfer Protocol
SME	Subject Matter Expert
SMS	Short Message Service
SOW	Scope of Work
SSAE-18	Statement on Standards for Attestation Engagements No. 18
TSL	Transponder Status List
UPS	Uninterruptible Power Source
URL	Uniform Resource Locator
USPS	United States Postal Service
WAN	Wide Area Network
WBS	Work Breakdown Structure
WIC	Walk-in Center
XML	Extensible Markup Language

EXHIBIT B: SCOPE OF WORK AND REQUIREMENTS

Exhibit B

Scope of Services

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1. INTRODUCTION

The Orange County Transportation Authority (“OCTA” or “Authority”) currently operates the Orange County portion of the Express Lanes on SR 91. The I-405 Express Lanes Back Office System (BOS) and Customer Service Center (CSC) Operations Project (Project) is for the implementation, operations and Maintenance of a new BOS and CSC Operations to support the I-405 Express Lanes, which are scheduled to open to traffic in 2023. This Scope of Work includes the Project’s technical requirements to be performed by the toll systems integrator and customer service operations provider (Contractor).

Kapsch TrafficCom USA (“Kapsch”) is separately contracted but serves as the Electronic Toll and Traffic Management (ETTM) System Contractor for the I-405 Express Lanes. The ETTM System will provide fully formed Transponder and Image-Based Trips to the BOS. Substantial testing and both technical and operational coordination will be required throughout the Term of the Agreement.

A new I-405 CSC and WIC Facility, provided by the Authority, near the I-405 corridor will serve as the main Facility for the Contractor’s direct customer service staff and CSC Operations and will house other OCTA contractors as well. A separate walk-in-center (WIC) supporting both the 91 and I-405 Facilities is located at the existing OCTA Store WIC, which is adjacent to the OCTA offices in the City of Orange and will be staffed by OCTA employees using desktop computers and peripherals provided by OCTA. However, the Contractor will support the initial setup, security, Interface and ongoing Maintenance of the I-405 BOS application on these desktop computers as required.

The Authority will not provide data center space for the I-405 BOS and the Contractor is required to provide a hosted or cloud-based implementation in accordance with the Requirements.

All definitions and acronyms for this Scope of Work and Requirements are included as Exhibit A.

The Requirements are numbered to track Contractual obligations and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and required database fields. The intent of these “including but not limited to” lists is to indicate the intent and scope of the Requirement. During design the naming and number of items and fields will vary; however, all items and fields shall be addressed by the BOS unless the Contractor is formally relieved of the Requirement by the Authority.

1.1. Project Timing

Related tolling projects and timing include:

- OCTA has selected OC 405 Partners to design and build the I-405 Improvement Project, which includes the I-405 Express Lanes. The Project is expected to be open to traffic in 2023.
- OCTA has selected Kapsch to provide the I-405 ETTM System. Kapsch and OC 405 Partners will coordinate the installation and testing of the ETTM prior to the beginning of revenue collection.
- Approximately 120 days prior to the anticipated Go-Live and I-405 revenue operations commencement, the Contractor will receive Notice to Proceed for Ramp-up/Customer Services, and the Contractor must reach several milestones thirty (30) Calendar Days thereafter as detailed in the Requirements, including the provision of portions of the BOS and

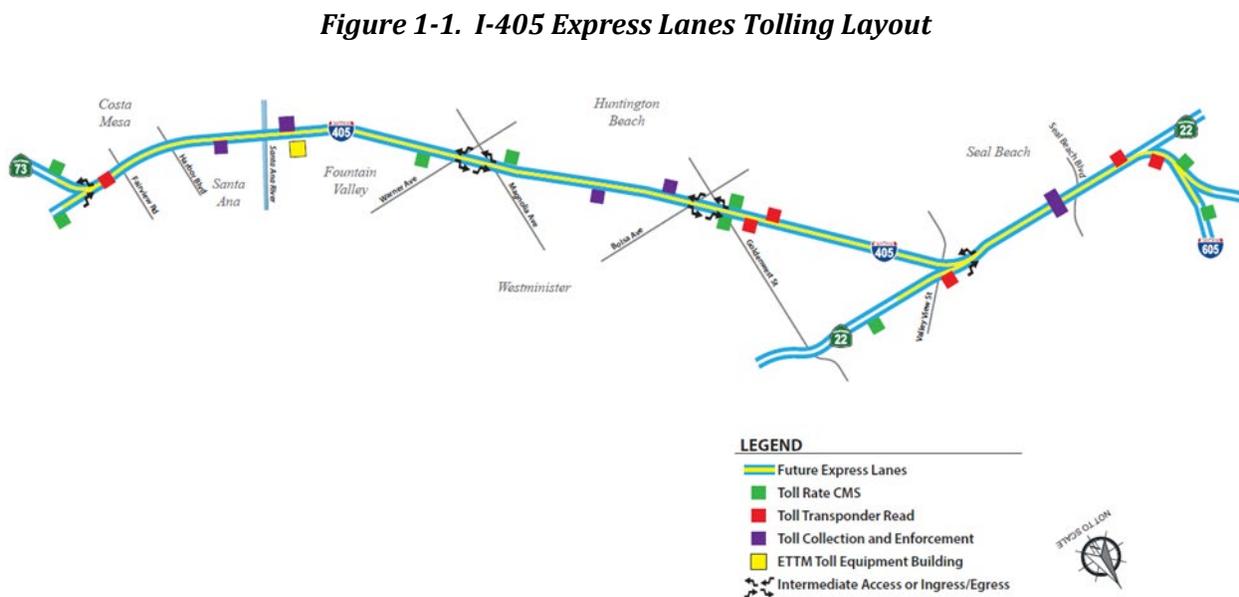
the Self-Service Website for account creation, ordering of transponders and customer communications.

- At the Authority's direction, transponders will be mailed approximately one (1) month prior to anticipated Go-Live and I-405 revenue operations commencement and the Contractor shall be responsible for processing Interoperable transactions and handling other CTOC agency inquiries from that point forward.
- Providing Notice to Proceed for Ramp-up/Customer Services also allows the Contractor guidance on the anticipated Go-Live date for the purposes of mobilizing for CSC Operations and mobilizing within the new CSC Facility.

1.2. I-405 Express Lanes

OCTA in cooperation with the California Department of Transportation (Caltrans) is widening the San Diego Freeway (I-405) between State Route 73 (SR-73) and Interstate 605 (I-605). The project will improve 16 miles of I-405 between the SR-73 freeway in Costa Mesa and I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction between Euclid Street and I-605 and making improvements to freeway entrances, exits and bridges. In addition, the project will add the I-405 Express Lanes, incorporating the existing carpool lanes and a new lane in each direction between SR-73 and I-605. The I-405 Express Lanes will give solo drivers the choice to speed up their commute for a toll and give options for carpoolers to use the lanes for free. When the express lanes open, two-person carpools will pay a toll only during peak hours and carpools of three or more will be free at all times.

Figure 1-1: I-405 Express Lanes Conceptual Tolling Layout identifies the entry/exit, Toll Zone and Toll Read Site locations for the I-405 Express Lanes.



1.3. Support of New Toll Facilities

The BOS and CSC Operations shall be designed to support the future, potential addition of new OCTA Toll Facilities, such that the BOS does not require structural or fundamental changes at that time.

1.4. New I-405 CSC Facility

A new I-405 CSC and WIC Facility, provided by the Authority, near the I-405 corridor will serve as the primary Facility for the Contractor's direct customer service staff and CSC Operations and will house other OCTA contractors as well. Immediately after NTP, the Contractor will be responsible for working closely with the Authority in the design of the Facility. With regards to the new Facility, the following will be the responsibility of OCTA:

1. Acquisition of the building;
2. Building design (primary);
3. Building construction permitting;
4. Facility buildout;
5. Cubicles;
6. Furniture, desks and chairs;
7. File cabinets;
8. Walk-in Center furniture;
9. Training room furniture;
10. Storage cabinets and shelves;
11. Space at I-405 CSC Facility for storage of retained and/or sensitive paper-documents;
12. CSC personnel lockers (if required);
13. Communications closets;
14. Conference rooms and tables;
15. Large presentation screens within conference rooms;
16. Breakroom furniture and appliances;
17. All power and network cabling;
18. All uninterruptable power and generators (including any on-going system/software Maintenance agreements);
19. Responsibilities as described in Volume II, Section 1.1.1.8 Network, Communications, Telephony, Security and Surveillance;
20. CCTV surveillance Equipment (including any on-going system/software Maintenance agreements);
21. Physical building security system (including any on-going system/software Maintenance agreements);
22. Janitorial services;
23. Trash pickup;
24. Building Maintenance and
25. Additional buildout and provision of items above to support growth.

Contractor – All items below shall be provided within the Implementation and Operations and Maintenance Phases pricing.

1. Desktop computer environments;
2. All phone systems (internal operations and direct customer support);
3. Desktop computer environments and phone systems for two (2) permanent Authority personnel;
4. All printers (personal and group);
5. All copiers (personal and group);

6. All scanners (handheld, paper, personal and group);
7. Desktop computer environments and phone systems for an additional three (3) Authority-designated oversight personnel during mobilization of the Facility and during Operational and Acceptance Testing;
8. All training room desktop computer environments and Equipment, including presentation screens;
9. All network Equipment (routers, firewalls, switches, hubs, gateways, etc.);
10. Responsibilities as described in Volume II, Section 1.1.1.8 Network, Communications, Telephony, Security and Surveillance;
11. All consumables;
12. Paper shredding services;
13. Point of contact and management of all OCTA provided building Maintenance, power and generator Maintenance or servicing, trash pickup and janitorial services;
14. Point of contact and coordination of any additional buildout to support growth (at no additional labor costs to the Authority);
15. Physical human security as deemed necessary by the Contractor;
16. Receptionist or Walk-in Center greeter as deemed necessary by the Contractor and
17. Provision of items above to support growth.

1.5. Back Office Systems and CSC Operations Statement of Work

In this Request for Proposals (RFP), the Authority is requesting written technical and Price Proposals from qualified proposing contractors ("Offerors") interested in providing BOS and CSC Operations. The Project includes the design, development, testing, installation, operations and Maintenance of a complete and integrated BOS and CSC Operations that meets the needs of OCTA as specified in the Scope of Work and Requirements.

The BOS functionality which shall be provided, implemented, operated and maintained by the Contractor include but are not limited to the following:

- Account management;
- Self-Service Website;
- Self-Service Mobile Application (Phase II and optional);
- Customer communications and Notifications;
- Case management;
- Payment processing;
- Transponder inventory management;
- Financial management, reconciliation and settlement;
- Initial CSC-based collections;
- Collections Placements;
- Printing and mailing;
- Violation processing;
- Vehicle Registration Hold processing;
- Post-contact customer satisfaction surveys;
- Searches and reporting;
- Data warehouse (Phase II and optional);
- BOS and CSC performance monitoring and reporting;
- Interfaces to all Third-Party Service Providers and
- Interface monitoring and reconciliation.

BOS Hardware, systems and services which shall be provided, implemented, operated and maintained by the Contractor include but are not limited to the following:

- BOS production environment;
- Multiple supporting computing environments;
- Desktop Environments;
- CSC Equipment;
- Customer contact systems;
- Automatic Call Distribution (ACD), Interactive Voice Response (IVR) and telephony systems;
- Network Equipment;
- Network and systems monitoring systems;
- Data center and other identified Equipment;
- Disaster Recovery (DR) and Business Continuity systems;
- Training systems and
- Capability to support work-at-home CSRs and operations and in accordance with the Approved Disaster Recovery and Business Continuity Plans. For example, during an event similar to the COVID-19 outbreak.

Third-Party Service Providers which shall be provided and managed by the Contractor include but are not limited to the following:

- Collections Agencies - two (2);
- Registered Owner Identification (ROV) Lookup Provider;
- Print/Mail House Service Provider (optional at Contractor's discretion);
- Lockbox Service Provider (optional at Contractor's discretion);
- Customer Satisfaction Survey Provider Subcontractor;
- Payment Card Industry (PCI) Qualified Security Assessor Services (or qualified Internal Security Assessor (ISA));
- Merchant Service Providers - two (2) and
- Off-Site Data Storage Provider.

1.5.1. Contractor Implementation Phase Responsibilities

During the BOS and CSC Operations Implementation Phase (from Effective Date until Go-Live of the BOS and CSC Operations) the Contractor shall be responsible for the following, including but not limited to:

- Implementation of BOS server environment at Contractor provided location;
- Design inputs to the new I-405 CSC Facility;
- Support of I-405 BOS access from the current OCTA Store WIC;
- Staffing of all BOS support and CSC Operations;
- Operational planning and mobilization;
- BOS implementation and testing;
- Facilitation and participation in meetings and coordination with the Authority, the ETTM System Contractor and existing and new Third-Party Service Providers;
- Coordination, planning and testing with all Third-Party Service Providers;
- Contractor required additional build-out/fit-out of the Authority-provided Facilities;
- Provision of all additional Contractor required furniture and furnishing required for the CSC;
- Provision of all required CSC office Equipment;
- Development of all plans and documentation described herein;
- Development of all CSC standard operational procedures (SOPs);

- Compliance with all Security Standards;
- Compliance with all Approved plans;
- Development of all training material;
- Conducting training of all Contractor and Authority's staff;
- Learning and adhering to the Authority's processes, procedures, Business Rules and policies relative to Express Lanes operations and financial administration;
- Establishing direct processor agreements with California and other state DMVs;
- Operational Readiness Demonstration and
- Numerous other coordination, planning and preparation activities.

1.5.2. Contractor Operations and Maintenance Phase Services

After commencement of CSC Operations (the "Operations and Maintenance Phase"), the Contractor's Operational responsibilities include but are not limited to:

- Operational activities related to the functional use of the BOS:
 - Account establishment, Maintenance and closures;
 - Customer service, including Violation-related activities, via phone, mail, email, fax, text messaging, chat and in-person;
 - Provision of customer support for problems with customer interfaces;
 - Payment and refund processing;
 - Credit Card processing, including authorizations, refunds and reconciliation;
 - Production of all customer Notifications;
 - Inbound and outbound mail processing;
 - Sending e-blasts to customers through the email system at the direction of the Authority;
 - Return mail processing;
 - Violation payment processing;
 - Case creations and management;
 - Document imaging of incoming work (such as, customer communications) and outgoing work (such as, scanning checks before deposit);
 - Use of skip tracing services to acquire updated mailing addresses;
 - Transponder inventory management, including customer order Fulfillment support, transponder recall and recycling;
 - Customer dispute processing;
 - Coordination and support with resolution of disputed tolls and other issues with Interoperable Agencies;
 - Initial CSC-based collections;
 - Coordination with Collection Agency(ies) pursuing payment of debts owed by individuals or businesses, including payment processing and reporting;
 - Coordination with the DMV(s) for registration suspensions and/or holds, as well as releases once tolls, fees, and other charges are paid;
 - California Franchise Tax Board Tax Intercept support;
 - Bankruptcy support and associated account updates;
 - Investigative Review and hearing support;
 - Financial management and reporting;
 - Reporting for CTOC and the Western Regional Hub;
 - All transaction and financial reconciliation activities;
 - All Interface reconciliation activities;
 - Compliance with all Security Standards;
 - BOS performance management and reporting;

- CSC staff and process performance monitoring and reporting;
- Adding/removing/modifying users in the BOS and modifying the user-Configurable elements of the telephony system such as call queue routing and message on-hold selections and
- Toll adjustment implementation.
- Operational activities not directly related to functional use of the BOS:
 - Complete BOS operations and Maintenance and monitoring of all processes and interfaces;
 - Complete network and systems security monitoring and resolution of issues;
 - Compliance with all Security Standards;
 - Compliance with all Security Standards while operating with at-home agents, if required;
 - Complete PCI compliance, monitoring and resolution of issues;
 - Disaster Recovery (DR) and Business Continuity management;
 - Complete BOS Maintenance and Software Support Services;
 - Enhancement and upgrades to the BOS per the Requirements;
 - Enhancements to the BOS at Authority's direction;
 - Onsite technical support for Contractor's staff and Authority's staff;
 - Monitoring and optimization of Registered Owner of Vehicle (ROV) identification processes;
 - Monitoring of incoming and outgoing mail services, including address correction and update;
 - CSC customer service staffing and operational management;
 - CSC Work processing and management;
 - CSC Facility Maintenance not covered by the Authority;
 - On-going recruitment and management of the personnel required to operate the CSC and meet the Requirements of this Agreement;
 - On-going training of all Contractor staff and Authority's staff;
 - Physical security of the operations Facilities, funds, personnel, and Equipment;
 - Payment Card Industry Data Security Standards (PCI DSS) compliance;
 - Provision of audit(s) performed by an independent Qualified Security Assessor or qualified Internal Security Assessor (ISA);
 - Compliance with all National Automated Clearing House Association (NACHA) requirements;
 - Support for the Authority's audits of BOS and CSC Operations;
 - Management of Customer Satisfaction Survey information;
 - Production and distribution of customer materials;
 - Distribution of transponders, mounting strips;
 - Distribution of non-BOS generated customer notifications by mail;
 - Annual SSAE 18 Type II performed by independent auditor;
 - Paper document storage (at I-405 CSC) and destruction and records management;
 - Quality Control (QC) and Quality Assurance (QA) activities for the CSC;
 - Quality review of BOS-generated notifications;
 - Quality review of image processing using the ETTM System-provided tool;
 - Assist with internal/external audits;
 - Assist with data collections/analysis stemming from litigation and
 - Assist with insurance/risk management activities.

1.6. Phase II Services

The following services shall be included in Phase II of the Work which will commence after the BOS Acceptance. Optional items are at the Authority's discretion to implement:

- Self-Service Mobile Application (Phase II and optional);
- Data warehouse and data analytics/business intelligence (Phase II and optional) and
- Collection Agencies direct access to BOS.

1.7. Future Functionality

The following functionality shall not be assumed for the base Agreement, but should be considered as potential future functionality:

- Occupancy Detection System (ODS) integration;
- Integration with Money Services Provider;
- Customer invoicing prior to the Violation process and
- Adherence to national Interoperability.

1.8. Services Not Included

The services procured under this Agreement *does not* include:

- ETTM Systems;
- Trip building;
- Image review services for the purpose of trip building (QA/QC reviews are required) and
- Provision of retail transponder distribution provider.

1.9. Pass Through Costs

The following items and Services shall be provided by the Contractor, with costs passed through to the Authority via invoice:

- Postage (not including any efforts, mail-house costs or other costs required to obtain the postage rate);
- Skip-Tracing and
- Facilities related incidental costs as directed and Approved by the Authority.

1.10. Direct Payment Items

The following items and services shall be entered into the Authority's accounts payable weekly batch by the Contractor for direct payment from the Authority to the vendor and not the paid for by the Contractor:

- Welcome/transponder kits;
- Transponder shipping supplies/materials including envelopes, sealing wafers, special inserts, and stickers;
- Transponder readers and programmers, if pre-approved by the Authority;
- Domain names and Uniform Resource Locators (URLs). Does not include any related software or licenses related to security and/or encryption (for example, secure socket layer certificates) and
- Other items as determined solely by the Authority.

Exhibit B

Volume I: Project Management and Controls

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1. PROJECT MANAGEMENT

1.1. Project Management and Control

The Project is divided into two overlapping phases: The Implementation Phase (from Effective Date until BOS Acceptance) and the Operations and Maintenance Phase (after commencement of CSC Operations through the end of the Agreement).

1	The Contractor shall provide all management, supervisory, financial and operations staff, including qualified management, professional, technical and clerical personnel, to professionally design and implement the BOS and operate and administer the Authority’s operations in a manner that meets all required performance criteria. The Contractor shall put in place the organizational structure and staffing required to meet these Requirements.
2	The Contractor shall perform and provide all services in accordance with all applicable laws, rules, regulations, ordinances and in compliance with all applicable Authority policies. All Plans and procedures prepared by the Contractor shall be Approved by the Authority, as set forth in these Requirements.

1.2. Project Management Plan (PMP)

The Contractor shall develop and employ a Project Management Plan (PMP) in accordance with Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) latest edition that is sufficiently detailed to enable the Authority to review and confirm that the Contractor has the necessary management, staff and controls in place to meet the Agreement Requirements

The PMP describes how the Contractor shall deliver, implement and manage the Project, including staffing, scheduling and communication procedures for controlling all correspondence, Submittals and other communications between the Contractor and the Authority, as well as communications with other third-party entities. The PMP shall be in accordance with system engineering methodology wherever applicable.

3	The PMP shall include, but is not limited to:
	<ul style="list-style-type: none"> • Project scope and key Deliverables, tracked using a numbered Contract Deliverables Requirements List (CDRL);
	<ul style="list-style-type: none"> • a description of the staff management and organization of the Project; an organization chart; identification of Key Team Personnel and their associated responsibilities, and identification of the resources to be used in fulfilling the Requirements;
	<ul style="list-style-type: none"> • a description of Project planning, documenting and reporting methods to be utilized, both for use within the Contractor’s staff and externally with the Authority;
	<ul style="list-style-type: none"> • approach to issue management, including communication, escalation and resolution of Project issues with the Authority;
	<ul style="list-style-type: none"> • approach to communication management, including meeting schedules and team meetings;

	<ul style="list-style-type: none"> • the format of the Implementation Phase monthly progress report;
	<ul style="list-style-type: none"> • inclusion of the Approved Baseline Implementation Schedule;
	<ul style="list-style-type: none"> • a description of the process for reporting and tracking the Approved Baseline Implementation Schedule and Project performance;
	<ul style="list-style-type: none"> • approach to change control management, consistent with Agreement Requirements, including a description of the process for documenting and submitting change requests, the Approval process and how the change control management approach will be integrated into day-to-day Project management;
	<ul style="list-style-type: none"> • process for resolution if a change request scope and cost proposal is rejected by the Authority;
	<ul style="list-style-type: none"> • approach to document control, including utilizing the Contractor-provided Electronic Document Management System (EDMS) that is accessible to the Project team by username and password (the Authority shall have the capability to download documents using this Software);
	<ul style="list-style-type: none"> • approach to risk management, including communication, escalation and resolution of Project risks with the Authority;
	<ul style="list-style-type: none"> • approach to Quality Assurance and Quality Control;
	<ul style="list-style-type: none"> • approach to Subcontractor management, including how issues with Subcontractors will be resolved in a timely manner;
	<ul style="list-style-type: none"> • approach to procurement management which adheres to the Authority's policies;
	<ul style="list-style-type: none"> • approach to operational readiness including a Go-Live check list;
	<ul style="list-style-type: none"> • documenting the invoice submission; invoice backup information; verification, and Approval process;
	<ul style="list-style-type: none"> • a section with all Approved Project forms;
	<ul style="list-style-type: none"> • approach to Project closeout and
	<ul style="list-style-type: none"> • an emergency contact list.
4	The Contractor shall provide as a part of the PMP and then maintain both a Contractor and Authority contact list. The contact list shall include all Implementation Phase Key Team Personnel and backups, personnel title and areas of Project participation. The list will be superseded by Operations and Maintenance Phase documentation and processes.
5	The Contractor shall develop and submit the PMP to the Authority within ten (10) Business Days of the Agreement's Effective Date for review and Approval.
6	The Contractor shall identify the tools and products used to manage the Project and the internal controls instituted by the Contractor to guarantee successful delivery of the Project.

7	<p>The Contractor shall develop and submit communications procedures to the Authority for review and Approval that address the following, including but not limited to:</p> <ul style="list-style-type: none"> • Correspondence – all correspondence shall be identified as to originator and designated receiver and contain the Agreement name and number; • Document control – tracking of document versions and changes; • Invoices – all invoices shall be submitted with accompanying backup information as required by the Agreement and consistent with the Authority process and invoicing and auditing policies. The Contractor shall work with the Authority to develop the appropriate invoice and back-up materials as a part of the PMP development. Contractor shall address costs that are netted out from the Contactor’s toll revenue payment to the Authority, for example credit card fees and collections fees and • Submittals – all Submittals shall be delivered as an enclosure to the Contractor's submittal letter. Each Submittal letter shall be limited to a single subject or item. The Contractor's letter shall identify the Agreement number, Agreement name and subject of the Submittal, CDRL name if applicable, and the version number.
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1.3. Coordination

1.3.1. Coordination with ETTM System Contractor

The Contractor shall work with the ETTM System Contractor in the design, implementation and operations of the BOS as well as the management and operation of the CSC. The ETTM System Contractor is responsible for around-the-clock monitoring of the ETTM System and support of operations and operational staff with respect to the ETTM System. The Contractor shall nonetheless be responsible for the timely reporting of any issues or failures it has identified related to the ETTM System to both the ETTM System Contractor and the Authority, and for cooperating with the ETTM System Contractor to resolve the issues as expeditiously as possible.

8	The Contractor shall report any observed ETTM System anomalies and errors to the ETTM System Contractor via Cases; the Contractor shall track these issues through to timely resolution in coordination with the ETTM System Contractor.
9	The Contractor shall select the appropriate priority level or level of urgency when reporting ETTM System errors to the ETTM System Contractor based on the levels identified in the Operations Plan. The Contractor shall make best efforts to ensure that critical and high-priority items are quickly and effectively communicated to the ETTM System Contractor within a time period agreed-to in the Operations Plan.
10	The Contractor shall notify the Authority of all issues and errors identified in the Operations Plan as requiring simultaneous notification to the Authority.
11	The Contractor shall participate in Coordination and Status meetings with the Authority and the ETTM System Contractor.
12	The Contractor shall participate in other meetings with the Authority and the ETTM System Contractor.

1.3.2. Cooperation with Other Contractors and Providers

13	The Contractor shall cooperate to the fullest extent with other contractors, the Authority, and Third-Party Service Providers to ensure the BOS Implementation and Operations and Maintenance Phase activities do not conflict with, have any detrimental effect, or cause any interruption in capability or service or safety issues to the traveling public, customers, the Authority, other OCTA BOS and CSC Operations or existing OCTA operations.
14	<p>The Contractor shall cooperate to the fullest extent with external parties in accordance with the terms and conditions of the Agreement, including but not limited to:</p> <ul style="list-style-type: none"> • employees of the Authority; • designated representatives of the Authority; • Authority legal counsel; • other Interoperable Agencies, states and parties, as directed by the Authority; • all entities that directly access the BOS; • all entities that use or require output from the BOS; • law enforcement; • auditors and • All Third-Party Service Providers.
15	The Contractor shall cooperate with and immediately notify the Authority (via Authority - provided distribution list) regarding any issues with or customer complaints related to the BOS or ETTM System that come to Contractor's attention during the course of the Implementation Phase, testing or during the Operations and Maintenance Phase.

1.4. Project Meetings

The Contractor is required to facilitate (plan, lead, coordinate, and report on) or participate in both regularly scheduled and ad-hoc meetings during the course of the Project.

16	<p>The Contractor shall set up, facilitate and participate in meetings during the Implementation Phase, including but not limited to:</p> <ul style="list-style-type: none"> • Project reporting and progress meeting (monthly); • Change Control Board meetings (as required, but no less than every two weeks or per the Project Management Plan); • installation coordination meetings (weekly during specific Implementation Phase timeframe) and • Various workshops, comment review and BOS design meetings as required.
17	The Contractor shall set up, facilitate and participate in meetings during the Operations and Maintenance Phase, including but not limited to:

	<ul style="list-style-type: none"> Weekly project status meetings;
	<ul style="list-style-type: none"> Ad-hoc meetings (as needed);
	<ul style="list-style-type: none"> Change Control Board meetings (as needed);
	<ul style="list-style-type: none"> CSC Operations performance review and operational status meetings (to include review of performance relative to the Performance Measures, Customer Satisfaction Surveys, training schedule, identified BOS issues and other relevant findings);
	<ul style="list-style-type: none"> BOS performance review and operational status meetings (to include review of performance relative to the Performance Measures, training schedule, Upgrades and Enhancements list, bug list and general status updates) and
	<ul style="list-style-type: none"> Operations and Maintenance Phase meetings shall be structured and scheduled per the Approved Maintenance Plan.
18	The Contractor shall provide and maintain a schedule for all meetings which it leads.
19	All meeting locations shall be designated by the Authority.
20	No less than three (3) Business Days prior to meetings which it leads, the Contractor shall provide a meeting agenda that the Authority can comment on and the Contractor shall then update.
21	No more than three (3) Business Days after meetings it leads, the Contractor shall submit draft meeting minutes for the Authority's review, which capture the summary of the discussions. No more than two (2) Business Days after receiving the Authority's comments to the meeting minutes, the Contractor shall submit updated meeting minutes for the Authority's review. This process shall continue until the meeting minutes are Approved.

1.4.1. Project Reporting and Progress Meetings During Implementation Phase

Bi-weekly Project reports and progress meetings shall enable the Authority and the Contractor to monitor the status, progress and quality of the Work performed on the Project and to take proactive steps to ensure successful delivery of the Project.

22	The calendar for meeting days shall be scheduled by the Contractor following the Agreement's Effective Date.
23	With the meeting agenda submission, the Contractor shall submit a progress report to the Authority. The Authority may review and comment on the progress report prior to the meeting and the Contractor shall update accordingly.
24	The format of the progress report shall be agreed upon as one of the initial Project tasks upon the Agreement's Effective Date and shall be incorporated by the Contractor into the PMP.
25	The Contractor shall manage, facilitate and conduct the meetings in accordance with the agreed to format.

26	The progress report includes but is not limited to:
	<ul style="list-style-type: none"> • a summary, outlining progress, status and percentage of Work performed for each task, as compared to planned activities in the Approved Baseline Implementation Schedule. Comments shall be included where appropriate. The summary should be a dashboard-style report and shall identify status of key milestones;
	<ul style="list-style-type: none"> • an analysis of all critical path tasks, potential risks associated with the tasks and proposed contingency/work around plans to circumvent or mitigate delays to the Project;
	<ul style="list-style-type: none"> • identification of any Approved changes to Approved milestone dates and Approved Baseline Implementation Schedule, clearly noting the details and identifying the Agreement Change;
	<ul style="list-style-type: none"> • a discussion of schedule compliance and an updated Baseline Implementation Schedule showing current status against the baseline Approved Baseline Implementation Schedule;
	<ul style="list-style-type: none"> • a risk log that tracks the status of all outstanding risks that need decision/resolution;
	<ul style="list-style-type: none"> • an updated action items list that tracks the status of all outstanding Deliverables, activities and issues that need decision/resolution;
	<ul style="list-style-type: none"> • open invoices, if applicable;
	<ul style="list-style-type: none"> • a list of Approved and pending change requests (Contractor and Authority -initiated) and their status;
	<ul style="list-style-type: none"> • the previous meeting final minutes and
	<ul style="list-style-type: none"> • a six (6) week look-ahead schedule.

1.5. Quality Assurance Program

The Contractor shall establish an effective Quality Assurance (QA) program to ensure compliance with the Agreement. This QA program shall detail the process and procedures instituted by the Contractor to ensure the QA program is in place.

27	The Contractor shall establish an effective QA program that ensures adequate quality throughout all areas of Agreement performance.
28	All systems and services under this Agreement, whether performed within the Contractor's facilities or at any other source, shall be managed by the Contractor at all points necessary to ensure conformance to the Requirements of the Agreement.
29	The QA program shall provide for the prevention and early detection of discrepancies and for timely and positive corrective action.
30	The QA program shall include effective Quality Control of purchased services and materials and subcontracted Work.

31	The Contractor shall make evidence of quality conformance readily available to the Authority, and the Authority shall have the right to review and verify the Contractor's compliance to the process. For the Implementation Phase, evidence includes documentation of adherence to testing procedures and achieving expected test results and for the Operations and Maintenance Phase, evidence includes the Monthly Operations Report, results of quality audits and system reports.
32	The Contractor's Quality Assurance Manager shall lead the team of Contractor's staff to meet all the Requirements related to quality and to assure the Authority that the Work of the Contractor is in accordance with the Quality Plan as defined in Section 4.2.1.

1.5.1. Control of Purchase

33	The Contractor shall be responsible for ensuring all systems, supplies, components, developmental tools, assemblies, subassemblies and services procured from Subcontractors, Third-Party Service Providers conform to the Requirements and the Agreement.
34	The Contractor shall establish procedures for the selection of Third-Party Service Providers in accordance with the Agreement. The Contractor shall ensure the Subcontractors, Third-Party Service Providers control the quality of the supplies and services provided.
35	The Contractor shall provide all procurement documents to the Authority upon request.

1.5.2. Visits to Contractor's Facilities

36	The Authority reserves the right to both unannounced and scheduled visits to all Contractor's facilities and all areas of those facilities where Software development/support and services related to the BOS and CSC Operations are performed.
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1.6. Baseline Implementation Schedule and Contract Deliverables Requirements List (CDRL)

The Approved Baseline Implementation Schedule (also referred to as "the Schedule" below) is a comprehensive list of Project milestones, activities and Deliverables, with planned start and finish dates, including a detailed Work Breakdown Structure (WBS) that identifies Project tasks down to the Work package level and the activities required to complete the Work package Deliverables. The Contract Deliverables Requirement List (CDRL) (Section 10) is used with the schedule to track the Project Deliverables.

37	The Contractor shall provide and maintain a detailed Baseline Implementation Schedule in Microsoft Project format (Project 2016 or above and include backward compatibility with earlier versions as required by the Authority) that lists all Project activities, tasks and sub-tasks, and sub-phases including but not limited to:
	<ul style="list-style-type: none"> • staffing;

	<ul style="list-style-type: none"> • key intersection points/dependencies with the ETTM System Contractor:
	<ul style="list-style-type: none"> • document development;
	<ul style="list-style-type: none"> • any required improvements to CSC and WIC Sites;
	<ul style="list-style-type: none"> • fit-out/installation (including communications infrastructure installation) at CSC and WIC facilities;
	<ul style="list-style-type: none"> • training;
	<ul style="list-style-type: none"> • mobilization;
	<ul style="list-style-type: none"> • BOS and operations Go-Live and
	<ul style="list-style-type: none"> • all ongoing Project activities throughout the Implementation Phase, such as scheduled meetings and their frequency/periodicity.
38	The Schedule shall include the milestone dates shown in RFP Exhibit C as modified and Approved per the Agreement.
39	The Schedule shall also include coordination activities with the Authority, other contractors, and all Third-Party Service Providers and shall clearly document all coordination tasks.
40	Upon Approval of the Baseline Implementation Schedule by the Authority, the schedule shall become the Approved Baseline Implementation Schedule.
41	The Schedule shall identify all milestones and tasks, starting with the Agreement’s Effective Date through the BOS Acceptance.
42	The Schedule shall be resource loaded, shall include all draft submissions and review cycles and shall include all tasks required of the Authority. All Authority tasks and durations shall be clearly highlighted and differentiated from Contractor tasks.
43	The Schedule shall identify all critical path tasks and shall be used to manage the Project.
44	Once the Baseline Implementation Schedule is Approved, the Contractor shall update progress against the Approved Baseline Implementation Schedule on a monthly basis, showing percent complete for all Project tasks and identifying actual start and finish dates against the Approved Baseline Implementation Schedule.
45	The Contractor shall use the Approved Baseline Implementation Schedule throughout the duration of the Project and shall notify the Authority of any anticipated schedule changes along with a plan for mitigating them, if applicable.
46	The Contractor shall obtain Approval from the Authority for all changes to the Approved Baseline Implementation Schedule. No revisions shall be considered Approved or accepted without this Approval in writing.

47	In parallel and concurrent with the Schedule, the Contractor shall report and track the status of all Contractor Deliverables via a separate CDRL that lists delivery dates (planned and actual), review cycles, workshops (if applicable), comment review meetings and Approval dates.
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2. STAFFING AND KEY TEAM PERSONNEL

The Contractor is responsible for maintaining and assigning a sufficient number of competent and qualified professionals to meet the Requirements of the Agreement in accordance with the Approved Baseline Implementation Schedule.

2.1. General Staffing Requirements

48	The Contractor shall provide staff at all times sufficient to meet the Project Requirements.
49	The Contractor shall provide all staff and services to professionally operate the CSC and provide professional customer service in accordance with the procedures and policies documented in the Operations Plan, SOPs, and the Requirements. Staff shall include all management, supervisory, financial, technical, and operations personnel.
50	The Contractor shall ensure Key Team Personnel are readily accessible to the Authority during the Implementation and Operations and Maintenance Phases.
51	The Contractor shall submit replacement requests for Key Team Personnel to the Authority for review and Approval prior to replacement of an individual. Key Team Personnel shall not be replaced without the prior Approval of the Authority as to the replacement.
52	The Authority shall have the right to request replacement of any Contractor personnel in accordance with the terms and conditions of the Agreement.
53	The Contractor shall replace Key Team Personnel immediately with an acting replacement after the position is empty. Failure to promptly replace open Key Team Personnel positions with a full-time replacement shall result in penalties as described within the Agreement and/or Performance Measures.
54	The Contractor shall provide a staffing plan for the Operations and Maintenance Phase ninety (90) days before Go-Live.
55	The Contractor shall ensure all personnel are trained and conduct themselves in a professional manner that is based upon the best practices of customer service. The Contractor's employee code of conduct shall be included in the Operations Plan.
56	The Contractor shall provide, update and maintain a complete organizational chart during both the Implementation Phase and Operations and Maintenance Phases and provide to the Authority upon request.

2.2. Key Team Personnel

57	The Contractor shall provide the following Key Team Personnel for this Project, shown Table 2-1: Key Team Personnel, subject to the Approval of the Authority. The list in Table 2-1 is not an exhaustive list of key personnel, but the minimum required Key Team Personnel to be included in the Contractor's organizational structure.
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58	The Contractor shall attempt to fill Key Team Personnel positions with the minimum experience provided in Table 2-1: Key Team Personnel. The Authority will use the experience levels provided in assessing and Approving Key Team Personnel.
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Table 2-1: Key Team Personnel

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Project Principal – responsible for the oversight of the Project Manager and a point of contact for any escalated Project issues that cannot be resolved by the Project Manager.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Full-time employee of the Contractor or its parent company for at least one (1) year at the time of Proposal submission • Ten (10) years’ experience in the toll industry • Five (5) years of senior management responsibility for major toll projects • Senior management responsibility for at least one (1) project of \$25 million or more in value 	X	X	As requested by the Authority	As needed from the Agreement’s Effective Date
<p>Project Manager (Implementation Phase) – shall be Contractor’s day-to-day contact person for all Project matters and shall be responsible for the overall management and delivery of the Work.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience as a Project Manager in the toll industry or other related customer service operations environment • Project Manager for at least one (1) tolling Back Office System deployment • Project Manager for at least one (1) project of \$10 million or more in value • Project management certification such as PMP is desired 	X		For all status meetings, workshops and reviews 100% on-site from the beginning of On-site Installation and Commissioning Testing through BOS Acceptance	100% from Agreement’s Effective Date

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Project Manager (Operations and Maintenance Phase) – shall be Contractor’s day-to-day contact person for all CSC Operations matters and shall be responsible for the overall management and delivery of the CSC-related Work.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience in the toll industry or other related customer service operations environment • Project Manager for at least one (1) tolling CSC Operation • Project Manager for at least one (1) project of \$10 million or more annually 		X	<p>For all status meetings, workshops and reviews</p> <p>100% on-site from six months prior to Go-Live to end of Agreement</p>	100%
<p>Deputy Project Manager – supports the Project Manager in delivery of the services and stands-in for the Project Manager as needed.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Three (3) years’ experience in the toll industry or other related customer service operations environment • Three (3) years’ experience in project management 	X		<p>For all status meetings, workshops and reviews</p> <p>100% on-site from the beginning of On-site Installation and Commissioning Testing through BOS Acceptance</p>	100% from the Agreement’s Effective Date
<p>Quality Assurance Manager – assures consistent quality throughout the design, development, testing and installation of the BOS and the planning and implementation of the CSC Operations per the Quality Assurance plan. Ensures consistent quality during the Operations and Maintenance Phase per the Quality Assurance plan. Oversees development, implementation</p>	X		<p>For all QA related meetings and workshops and activities.</p> <p>For all formal testing and from Go-Live through BOS Acceptance.</p>	50%

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>and ongoing management of the Quality Assurance Plan and all other quality related documentation.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years as Quality Assurance Manager on projects of a similar scope to the services on this Project • Three (3) years of experience in toll BOS and CSC Operations • Two (2) years of experience in Quality Assurance • Specialized training and/or certification in quality management 		X	100%	100%
<p>Software Development Manager – responsible for the Software and database design, integration and implementation, on-going resolution of Software bugs and development of new functionality.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Experience with technical management of a Software development project of a similar scope to this Project • Three (3) years’ experience as Software development lead • Eight (8) years’ experience in Software development • Served as the Software Development Manager for at least one (1) project of similar scope to the BOS provided on this Project. 	X		<p>For all Software and functionally related meetings and workshops.</p> <p>All formal testing through BOS Acceptance.</p>	100%
		X	<p>For all Software-related functionality, upgrades and enhancements meetings and workshops.</p> <p>For all Software performance and bug related meetings.</p>	As required

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Technology Manager – responsible for management of overall BOS design, security (including PCI and PII), network and BOS implementation.</p> <ul style="list-style-type: none"> Ten (10) years’ experience with system design and implementation Ten (10) years’ experience with systems security for systems which include credit card processing Direct project experience using the proposed solution Experience with BOS design and implementation of a similar scope to the systems provided on this Project 	X		<p>For all BOS design related meetings and workshops and comment resolution meetings.</p> <p>From Go-Live through BOS Acceptance.</p>	50%
		X	<p>For all BOS-related functionality, Upgrades and enhancements meetings and workshops.</p> <p>For all BOS performance related meetings.</p>	As required
<p>Mobilization and Facility Coordination Manager – responsible for the overall planning, implementation and monitoring of the BOS and CSC Operations mobilization, as well as the coordination of all CSC facility design inputs and scheduling.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> Five (5) years’ experience with customer service operations, mobilization and CSC facility design. Has performed similar role in at least one (1) mobilization project of similar scope. 	X		<p>For all facility and mobilization related meetings and workshops and comment resolution meetings</p>	100% during mobilization and through Go-Live until BOS is stable

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>On-site Installation Manager – responsible for the physical installation and all required testing of the on-site BOS, including all systems installed in Authority’s facilities.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience with technology implementations and installations • Experience with the installation and configuration of systems and networks of a similar scope to the systems provided on this Project 	X		For all BOS installation meetings and workshops	100% during installation and through Go-Live until BOS is stable
<p>On-site Technology and Support Manager – responsible for onsite technical and desktop support of CSC, Authority and Third-Party Service Providers staff.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience with systems, networks and end-user support • Experience with proposed BOS solution 	X		For all BOS support and administration meetings and workshops. 100% from beginning of on-site BOS installation through Go-Live	As required
		X	100%	100%
<p>CSC Operations Manager – responsible for participating in all operations planning and the on-going CSC Operations throughout the Operations and Maintenance Phase.</p> <p>Should meet or exceed the following:</p>	X		For all CSC Operations related meetings and workshops. 100% from a minimum of three (3) months prior to Go-Live	As required

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<ul style="list-style-type: none"> Five (5) years' experience with CSC management of a similar scope to this Project Three (3) years' experience in toll industry customer service Three (3) years' experience in collections Experience with multi-channel customer contact center and systems 		X	100%	100%
<p>Violations Processing Manager – responsible for participating in all operations planning and the on-going CSC Operations throughout the Operations and Maintenance Phase.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> Three (3) years' experience with toll violations processing Three (3) years' experience with California tolling statutes 	X		<p>For all CSC Violation processing and CSC Operations related meetings and workshops.</p> <p>100% from a minimum of three (3) months prior to Go-Live</p>	As required
		X		100%
<p>Finance Manager - ensures the BOS and CSC Operations operates in accordance with Generally Accepted Accounting Principles (GAAP) – shall be a Certified Public Accountant (CPA)</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> Bachelor's degree in accounting or related field Five (5) years of financial and accounting experience, including management or leadership position (e.g. Accounting Manager, Sr. Accountant, Accounting Lead) 	X		<p>For all finance and reconciliation related meetings and workshops.</p> <p>For all formal testing of financial reconciliation and reporting.</p> <p>100% from Go-Live through BOS Acceptance.</p>	As required

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
overseeing accounting operations in a GAAP compliant, high-volume, transaction/trip processing environment performing revenue management, process audits and similar functions <ul style="list-style-type: none"> • Experience with proposed BOS solution preferred • Ability to package and present quantitative data effectively 		X	100%	100%

2.3. Other Required Personnel

In addition to the Key Team Personnel list in Section 2.2, the Contractor must provide adequate staff to perform the Requirements. This includes, but is not limited to, the following dedicated staff:

- Human Resources Manager;
- Training Manager;
- Desktop Support Personnel and
- Data Analytics Specialist.

59	The Contractor shall provide a Human Resources Manager, with at least five (5) years' experience as a Human Resource Manager on projects of a similar scope to this Project, responsible for all Project personnel. Responsible for human resources management during the Operations and Maintenance Phase.
60	The Contractor shall provide a Training Manager, with at least five (5) years' experience in customer service, responsible for providing assessments, planning, developing, delivering and evaluating employee training.
61	The Contractor shall provide On-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.
62	The Contractor shall provide a Data Analytics Specialist for the duration of the Agreement to assist the Authority in formatting queries and running analytics reports on its behalf.

2.4. Staff Selection Requirements

The Contractor shall screen all candidates for potential employment at the CSC. Screening and the subsequent decision to hire shall be based upon fair, equitable and job-related criteria. Additional screening may be required for the Contractor's operation's staff prior to promotion or transfer to job roles with increased access to sensitive or critical information.

The level of background investigation required shall be dependent upon job function (for example, a receptionist who has limited access to customer and financial information shall require a lower level of investigation than a clerk in the finance department who may have access to customer and financial information).

63	All Contractor employees shall undergo screening, including but is not limited to:
	<ul style="list-style-type: none"> • business/personal references;
	<ul style="list-style-type: none"> • illegal substance screening;
	<ul style="list-style-type: none"> • past employment history;
	<ul style="list-style-type: none"> • education verification;

	<ul style="list-style-type: none"> • financial credit history;
	<ul style="list-style-type: none"> • professional license and certification verification;
	<ul style="list-style-type: none"> • military service verification;
	<ul style="list-style-type: none"> • criminal records including misdemeanor and felony convictions and
	<ul style="list-style-type: none"> • I-9 immigration status.
64	<p>The Contractor shall comply with all applicable laws and regulations related to operating and staffing the CSC, including but not limited to:</p> <ul style="list-style-type: none"> • Americans with Disabilities Act (ADA); • Occupational Safety and Health Act (OSHA); • Equal Employment Opportunity Commission (EEOC); • Federal Fair Credit Reporting Act (FCRA); • Drivers Privacy Protection Act - 18 US Code, Section 2721 (DPPA); • California State statute regarding protection of Personal Identifying Information (PII) and • Security Standards.
65	<p>The Contractor, when conducting background investigations, shall consider and take into account the following:</p> <ul style="list-style-type: none"> • name search - married name, previous names, aliases and • investigations must be completed and reviewed by the Contractor prior to the employee beginning work.
66	<p>The Contractor shall maintain hardcopy and electronic, as applicable, backup documentation on-site for all background checks.</p>
67	<p>The Contractor shall maintain records of adjudication and hiring decisions on each candidate interviewed or considered for a position.</p>
68	<p>All staff shall understand, read, write and speak English fluently and shall be U.S. citizens or otherwise legally permitted to work in the U.S.</p>
69	<p>The Contractor shall provide for bilingual (Spanish) customer service staff to support Spanish-speaking customers who call or visit during all business hours.</p>

3. SYSTEM DEVELOPMENT AND DESIGN REQUIREMENTS

3.1. System Development Meetings and Workshops

To ensure the design Requirements for the BOS are fully understood by the Authority and the Contractor, a series of Requirements and design review steps are specified following a sequential design process. The Conformed Statement of Work Requirements Document (CSWRD) is developed in coordination with the Authority and the Contractor, upon selection of the Contractor. The CSWRD shall be the basis for the Contractor to develop a Requirements Traceability Matrix (RTM). The RTM details the Requirements in tabular format with columns that allow for verification that each of the Requirements in the CSWRD have been addressed in the design and documented in the System Detailed Design Document (SDDD) and the Master Test Plan (MTP) and its test procedures. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.

The ETTM System Contractor shall attend meetings and workshops as required and at the Authority's discretion based on the meeting content.

70	The Contractor shall establish and maintain a Software design and development program to ensure compliance with the BOS Requirements.
71	The Contractor shall employ appropriate techniques and methodologies to develop the BOS Requirements and ensure compliance with the Business Rules for the Project.
72	The Contractor shall, for all Phase II and optional (if applicable) functionality, follow the design, development and test process that mimics the Approved Implementation Phase Software design, development and testing process.
73	Prior to conducting any workshops, Requirements reviews, focus group meetings or design reviews, the Contractor shall develop all necessary documentation for the Authority to review and shall submit the documentation for review no less than ten (10) Business Days prior to such meetings.

3.2. Business Rules Workshops

The Contractor shall conduct a series of Business Rules workshops with the Authority to address the Business Rules document with any information required by the Contractor to design, develop and configure the BOS or operations related documentation and processes.

74	The Contractor shall manage, facilitate and conduct Business Rules review workshops with the Authority to discuss, update and modify the Business Rules to accommodate the implementation of the BOS and CSC Operations.
75	The Business Rules review workshops shall include Contractor and Authority staff with expertise on the current and future business operations.
76	The Contractor shall facilitate and conduct a minimum of three Business Rules workshops.
77	The workshops shall continue until the Business Rules are updated to the satisfaction of both the Contractor and the Authority.

3.3. Software Walkthroughs

The intent of the Software walkthrough is to provide transparency into the planning process for the Contractor’s Software development to ensure the Contractor is on track to deliver the Project on schedule and to obtain the Authority’s feedback on the direction of the development prior to the full rollout of the Software. Lastly it allows the Authority to observe the BOS in operation. Unlike Software detailed design reviews, these walkthroughs shall demonstrate actual transactions/trips in a test environment. As part of the walkthrough process, the Contractor shall validate all Requirements and ensure Contractor’s understanding of the Requirements.

78	The Contractor shall manage, facilitate and conduct the walkthroughs.
79	The Contractor shall conduct a series of Software walkthroughs including product demonstrations and/or planned functionality to solicit input from the Authority during the development of the BOS Software. The Contractor will segment each meeting by functional area and schedule each walkthrough meeting to align with the participants’ availability.
80	Prior to the Software walkthrough the Contractor shall provide a listing of the functionality that will be covered, high-level use cases to be demonstrated and identify all Requirements that need clarification and discussion.
81	During the Software walkthroughs, the Contractor shall outline and demonstrate how the BOS Requirements will be met. The outcome of these meetings shall be documented in a revised RTM document.
82	Prior to the Software walkthrough, the Contractor shall develop and submit high-level use cases that shall be demonstrated to the Authority for review and Approval.
83	To the extent possible, the product shall be demonstrated in an environment that allows data to flow as it will in the final integrated BOS.
84	The Software walkthrough shall demonstrate to the Authority that the Software design meets the technical and functional Requirements.
85	Comments and feedback provided during the Software walkthrough shall be documented and resolved by the Contractor and the resolution shall be Approved by the Authority.
86	The Contractor shall be responsible for identifying and correcting any Software issues or defects in its design or product that impact the Contractor’s ability to deliver a BOS that meets the Requirements. This shall apply to issues or defects found during or after Software walkthrough or in the subsequent testing and implementation. Any such changes to address these issues shall be Approved by the Authority in writing.

3.4. Reports Design Workshops

The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the BOS reports required by the Authority.

87	The Contractor shall manage, facilitate and conduct a minimum of three (3) reports design workshops.
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88	The reports design process shall be iterative, and the Contractor shall conduct multiple workshops with the Authority’s stakeholders sufficient to obtain the Authority’s informed input. The Contractor shall bring its subject matter experts (SMEs) to the workshops, including as example, BOS, operations, Maintenance and finance/accounting staff, as appropriate for the report type(s) being reviewed during the meeting.
89	SMEs must provide a means for fully explaining each report, its intended purpose, columns, fields and components and its connection with other reconciling and validating reports.
90	The Contractor shall trace the reports to the Requirements and demonstrate that all Requirements are satisfied.
91	Upon receiving feedback from the Authority, the Contractor shall develop/modify the reports and submit the updated reports for review.
92	The iterative series of workshops and demonstrations shall continue until the purpose, layout and content of all reports are Approved by the Authority.

3.5. Performance Measures Reporting Workshops

The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the Performance Measures reports.

93	Within the first three (3) months after the Agreement’s Effective Date or at another date Approved by the Authority, subject to reasonable advance notice, the Contractor shall conduct a series of Performance Measures reporting workshops with the Authority. This will allow the Contractor and the Authority to understand how the Performance Measures-related data will be captured and reported once the Operations and Maintenance Phase has commenced. During these workshops, the Contractor and the Authority shall discuss the Performance Measures and the associated reporting. These workshops shall allow the Contractor to specify and gain initial Approval (subject to formal testing) on how the Performance Measures-related data will be captured and to accurately reported during the Operations and Maintenance Phase.
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3.6. System Detailed Design Review Meetings and Workshops

Based on the RTM, Operations Plan, SOPs and Business Rules documents, the Contractor shall design the BOS and submit a preliminary design document for the Authority to review and provide comments. The Contractor shall then conduct a series of design meetings, walk-throughs and workshops with the Authority to address the comments and to create the SDDD, defining how the design shall meet the BOS Requirements. Upon the submittal of an updated SDDD another review cycle shall take place.

94	The Business Rules document, Operations Plan, SOPs, and the RTM shall be used to develop the System design and the SDDD.
95	The Contractor shall schedule design meetings with the Authority to review and fully understand the design Requirements.
96	The Contractor shall manage, facilitate and conduct the workshops and meetings.

97	The Contractor shall demonstrate pre-production working products (such as beta versions) during the design review process, and stakeholders shall be walked through the workflow, utilizing screens and data flow diagrams.
98	The Contractor shall explain how the BOS design meets the RTM, the Business Rules and the Agreement Requirements.
99	The Contractor shall conduct as many meetings, workshops, and submission review cycles as deemed necessary by the Authority to address all design issues to the Authority's satisfaction.

3.7. Use Cases Workshops

The Contractor shall conduct a series of use-case workshops with the Authority to develop use cases. The outcome of these meetings shall be a series of use-case documents that shall be used in conjunction with the Business Rules and test procedures to validate the Requirements.

100	The Contractor shall manage, facilitate and conduct a minimum of three (3) use-case workshops with the Authority to develop the use cases that shall be used in conjunction with test procedures to validate that all BOS Requirements have been met.
101	The use-cases (and associated test-cases) shall be traced against the Requirements within the RTM.
102	The iterative series of workshops and demonstrations shall continue until the above use-case Requirements are satisfied and the use cases are Approved by the Authority.

4. DOCUMENTATION

The Contractor is required to provide various documents to support the BOS development and ongoing operations and Maintenance. All documentation provided under this Agreement shall meet the Requirements described below.

An online Contractor-provided Electronic Document Management System (EDMS) will be provided for the Authority's use. The EDMS will control the saving, versioning and storage of all Project-related documents, including the Contractor's Deliverables and other operations support documentation provided by the Contractor that must be available to the Project team. The Contractor shall save all Contractor Deliverables and other support documentation to the EDMS.

4.1. Contractor-Developed Documentation Requirements

103	The Contractor shall utilize a Contractor-provided EDMS that is accessible to the Project team by username and password, to control all Project-related documents from first submission to Approval.
104	All Project documents submitted under this Agreement shall be available to all authorized Project team members using the EDMS during both the Implementation and Operations and Maintenance Phases.
105	Each document shall be properly titled, date updated, numbered by revision, revision history, and version and shall incorporate signature blocks for authorship and Approvals. The Contractor shall provide a logical indexing system for ease of access for the Authority's Approval to be used to locate documents in the EDMS.
106	The Contractor shall utilize acceptable standards agreed upon by the Contractor and the Authority when updating documents and submitting revisions.
107	All documentation submitted by the Contractor under this Agreement shall be accurate and comply with Agreement Requirements.
108	A table of contents, for all documentation that includes multiple pages and/or multiple sections, shall be submitted by the Contractor to the Authority for review and comment prior to the submission of the preliminary draft as part of the Deliverables Expectation Document. The Authority will review and provide comment on table of contents Submittals within five (5) Business Days.
109	The Deliverables Expectation Document shall include all subsections and a summary narrative for each section describing the assumptions and approach.
110	The Contractor shall submit preliminary draft and final draft documents to the Authority for review and comment, followed by 100 percent complete documents that incorporate all the Authority's review comments.
111	The Authority shall have the right to require additional interim drafts from the Contractor at no additional cost should the documentation submitted not be of adequate quality, have missing or incorrect information or if it does not satisfactorily address the Authority's review comments.

112	The Authority shall review and Approve all documents submitted. For documents containing less than 100 pages, the Authority will review and provide comment on preliminary draft documents within fifteen (15) Business Days. For documents containing at least 100 pages, the Authority will review and provide comment on preliminary draft documents within twenty-five (25) Business Days. The Authority shall review and provide comment on all final draft and final documents within ten (10) Business Days. When multiple documents are submitted to the Authority simultaneously, or within one week of each other, the number of Business Days required for review shall be doubled.
113	The Contractor shall provide a Customer Review Form (CRF) with each submitted document. The Authority shall populate the CRF and provide the Contractor with written comments on all submitted documents. The Contractor shall respond in writing to all comments through the CRF. The Contractor may schedule and conduct meetings to clarify and resolve any remaining questions and issues concerning the comments and responses provided. The Contractor shall then prepare a revised version of the document for Approval by the Authority.
114	The Contractor shall submit a hard copy and the electronic version of all Contractor developed documentation for Authority review and Approval unless otherwise directed by the Authority. Acceptable electronic formats are Microsoft Word 2016 (or higher), unsecured and indexed Portable Document Format (PDF), Excel (as appropriate) and professional CAD applications for Contractor-prepared documentation.
115	The Contractor shall update documentation as changes occur through the Implementation Phase and the Operations and Maintenance Phase. All changes shall be submitted to the Authority for Approval. The Contractor shall maintain a document Submittals list on the EDMS identifying all versions of documents, the date submitted, the nature of changes and identify what the changes are within the documentation.
116	All documentation submitted by the Contractor under this Agreement shall be the property of the Authority and shall not be marked with "Proprietary" unless agreed to by the Authority.

4.2. Documents

4.2.1. Quality Plan

The Quality Plan will include details about how the Contractor will plan and implement the QA program, how to address errors (quality-related events) and how to make improvements before an error occurs (continuous quality improvement). The Quality Plan will address all phases and Work.

117	The Contractor shall develop a CSC Operations Quality Plan that details the Contractor's QA program in a concise manner customized to this Project.
118	The Quality Plan shall include the Contractor's QA approach related to overall project management and controls, including but not limited to: <ul style="list-style-type: none"> • quality management and organizational structure; • project management; • project controls;

	<ul style="list-style-type: none"> • project documentation and updates and
	<ul style="list-style-type: none"> • project scheduling.
119	<p>The Quality Plan shall include the Contractor’s QA approach related to BOS design and development, operation, Software Maintenance and BOS administration, including but not limited to:</p>
	<ul style="list-style-type: none"> • overall design;
	<ul style="list-style-type: none"> • Software development, initial and on-going;
	<ul style="list-style-type: none"> • Software development standards and documentation;
	<ul style="list-style-type: none"> • testing;
	<ul style="list-style-type: none"> • adherence to Security Standards;
	<ul style="list-style-type: none"> • installation;
	<ul style="list-style-type: none"> • quality management of all BOS created customer communications and Notifications;
	<ul style="list-style-type: none"> • adherence to Performance Measures;
	<ul style="list-style-type: none"> • configuration management;
	<ul style="list-style-type: none"> • change management;
	<ul style="list-style-type: none"> • monitoring and administration and
	<ul style="list-style-type: none"> • BOS installation and operational mobilization.
120	<p>The Quality Plan shall include the Contractor’s QA approach related to CSC Operations, including but not limited to:</p>
	<ul style="list-style-type: none"> • quality management of every CSC Operations function;
	<ul style="list-style-type: none"> • ongoing Customer Satisfaction Surveying and how the tool and information will be used;
	<ul style="list-style-type: none"> • customer service quality improvements;
	<ul style="list-style-type: none"> • adherence to Security Standards;
	<ul style="list-style-type: none"> • quality management and organizational structure;
	<ul style="list-style-type: none"> • quality management documentation;
	<ul style="list-style-type: none"> • Contractor’s quarterly audit;
	<ul style="list-style-type: none"> • all State and Federal audits per the Agreement;
	<ul style="list-style-type: none"> • all required and Authority led audits;
	<ul style="list-style-type: none"> • quality review and verification;

	<ul style="list-style-type: none"> • adherence to Performance Measures and
	<ul style="list-style-type: none"> • CSC initial and on-going staffing.

4.2.2. Software Development Plan

121	<p>The Contractor shall develop and submit a Software Development Plan (SDP) that includes but is not limited to:</p> <ul style="list-style-type: none"> • documentation of the Software development approach to the application structure, behavior, architecture, business processes and data structures; • Software development organizational chart, including resources and responsibilities, such as Software developers (by area of development), system engineers, test engineers, Quality Assurance and Quality Control personnel, configuration management administrator, documentation specialists and management staff; • Software development languages, development platforms and standards; • Software development methodology, such as use cases, modeling and other development tools; • management and control of Software versioning and major releases; • description of the Software development life-cycle and Maintenance; • location and approach to segregation of development and testing environments; • development problem reporting and defect tracking; • code reviews; • internal testing methodology; • regression testing; • Software development language strategy related to both development and Software Maintenance; • development and integration approach for the major functional Modules; • detailed Software Quality Control processes; • Software documentation, standardization, review and usability; • samples of detailed Software documentation for both external and in-line documentation; • Software configuration and change management approach and standards and • Software deployment approach, release notes and validation.
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4.2.3. Requirements Traceability Matrix

The RTM provides traceability between Requirements and BOS functionality in a matrix format. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.

122	Upon completion of the BOS Requirements review process the Contractor shall deliver a RTM that details all the technical and functional Requirements for the BOS.
123	The Contractor shall develop and submit an RTM that identifies each Requirement and where it is addressed in the design documents, use cases and test cases, including but not limited to: <ul style="list-style-type: none"> • listing and multiple levels of categorization (e.g., functional, Interfaces, Modules, etc.) of all Requirements; • identification of the source of all Requirements; • identification of the design section of the SDDD that addresses the Requirement; • identification of the test procedures that address the Requirement; • Identification of the test method to validate the Requirement (e.g., via inspection, demonstration, analysis, test) and • identification of the Business Rules associated with each Requirement.
124	The RTM shall build on the specifications documented in the CSWRD and shall capture all user needs identified during the Requirements review process.
125	During the design and development of the BOS, the Contractor shall update the RTM to reflect any changes to the Requirements and Requirements tracing that have been Approved by the Authority through the Project's change control management process.
126	During design and testing, the RTM shall be used to verify the compliance to the Requirements, use cases and test cases.
127	Upon Approval of the RTM, it shall be the basis for functional verification of design, development and testing.

4.2.4. System Detailed Design Document (SDDD)

128	The Contractor shall develop and submit an SDDD that describes the design specifications of all Hardware and Software provided as part of the BOS to meet the Approved Agreement Requirements. The SDDD shall demonstrate that the Contractor understands the functional, technical and Performance Measures of the BOS and has the processes, system and Software design in place to provide a high-quality and reliable product that meets the Requirements.
129	The SDDD shall be written in accordance with the Quality Plan as defined in Section 4.2.1.

130	The SDDD shall comply with data retention Requirements set forth in the Security Standards and Section 4.2.17 Records.
131	The SDDD shall include the use of diagrams, figures and tables, and it shall apply to all required environments, Contractor-provided systems, and Software to be used by the Contractor, all Interfaces and all Third-Party Service Providers.
132	The Contractor shall work with the Authority's marketing department in developing the Self-Service Website navigation and look and feel.
133	<p>The SDDD shall include but not be limited to:</p> <ul style="list-style-type: none"> • logical BOS diagrams for all environments that identify all subsystems, components, connections and Interfaces; • physical BOS architecture diagrams for all environments that identify all sites, Equipment and network layout diagrams; • telephony, IVR and ACD system flow diagrams, including call routing options; • high system availability design for all BOS components, including servers, storage, network, database and application; • detailed desktop computer Hardware, Software and peripheral configurations; • access/identity security methodology; • network sizing and design details including IP scheme; • complete bill of materials, including Hardware, Software and support/Maintenance agreements; • specification sheets for all Equipment including space and power requirements; • Disaster Recovery and Business Continuity design, including network impacts; • detailed database design, schema and entity relationship modeling, including transaction and file sizing and processing calculations; • detailed database data dictionary; • detailed data management design and processes, including summarizations, archiving and purging; • all documentation required under PCI and PII and to document conformance with the Security Standards; • Interface Control Documents (ICDs) for all external Interfaces and file upload functionality documenting both sides of the Interface; • detailed Software architecture, internal software component interfaces, logic and process flows; • detailed transactional and Violation processing logic and flow;

	<ul style="list-style-type: none"> • detailed financial processing logic and flow, including interface and mapping to the Authority’s financial applications;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional) flow diagram;
	<ul style="list-style-type: none"> • Self-Service Website site map;
	<ul style="list-style-type: none"> • application performance monitoring design;
	<ul style="list-style-type: none"> • all GUIs (including reports and screen formats);
	<ul style="list-style-type: none"> • format of all correspondence for all channels and
	<ul style="list-style-type: none"> • account management design and account types.

4.2.5. Master Test Plan (MTP)

The Contractor shall develop and submit a comprehensive testing plan that describes the different test phases, the Contractor’s testing concepts and approach and the administration of each test. The Master Test Plan (MTP) outlines the scope and testing concepts to be used to validate the BOS compliance to the Requirements, including integration to the ETTM System, external entities and Interoperable Agencies, and compliance to all Business Rules and Security Standards.

134	The Contractor shall provide an MTP for the Authority’s Approval that details the testing methodology utilized by the Contractor to demonstrate the BOS satisfies all Requirements.
135	<p>The MTP shall cover all aspects of the BOS testing and shall describe all test phases, scope and procedures to validate the BOS compliance to the Requirements, including but not limited to:</p> <ul style="list-style-type: none"> • overall approach to testing, including tools and automation; • approach to using use cases and test cases to validate all Requirements; • approach to entry and exit criteria; • approach/methodology to pass/fail criteria; • approach to the severity and priority descriptions and levels for each test; • approach to defect tracking; reported; resolution, and regression testing, including tools used to document defects; • approach for each test phase including purpose, scope, system environment, duration location, and resources; • methodology for testing the Requirements and sample size for each phase of testing; • approach for how data sets for each test are created including data needed to simulate logical days and cycles; • approach to validating BOS Requirements through the testing methodology;

	<ul style="list-style-type: none"> • approach to validating Performance Measures;
	<ul style="list-style-type: none"> • approach to validating all reporting Requirements;
	<ul style="list-style-type: none"> • approach to end-to-end testing, validation and reconciliation;
	<ul style="list-style-type: none"> • approach to validating BOS monitoring, logging, access, Performance Management and Monitoring System (PMMS) Requirements;
	<ul style="list-style-type: none"> • approach to testing, compliance to standards, correction of defects and Software release;
	<ul style="list-style-type: none"> • end-to-end testing to ensure processes, transactions/trips and their interaction are tested through their final stages or disposition;
	<ul style="list-style-type: none"> • Interface testing to ETTM System, Interoperable Agencies and Third-Party Service Providers;
	<ul style="list-style-type: none"> • Security Standards;
	<ul style="list-style-type: none"> • financial activity and reconciliation;
	<ul style="list-style-type: none"> • redundancy/failover aspects;
	<ul style="list-style-type: none"> • DR aspects and
	<ul style="list-style-type: none"> • cross-channel testing to ensure testing is not only performed for each Interface (such as, Self-Service Website, Self-Service Mobile Application (Phase II and optional), and IVR) individually, but also that testing is performed across each Interface to ensure consistent presentation and processing.

4.2.6. Individual Test Plan and Test Procedures

The Contractor shall develop and submit individual test plans that describe the required test phases, the Contractor’s testing concepts and approach for the administration of each test defined later in these Requirements. The individual test plans will provide detailed documentation of the individual testing plan and procedures.

136	<p>The Contractor shall provide a separate detailed test plan for the Authority’s Approval for each testing phase outlined in the Requirements and MTP, including:</p> <ul style="list-style-type: none"> • Unit Test Plan; • System Integration Test Plan; • User Acceptance Test Plan; • On-site Installation and Commissioning Test Plan and • Operational and Acceptance Test Plan.
	<p>The Contractor shall provide a detailed test plan, including but not limited to:</p>

137	• test agenda including location, dates, meetings, testers, observers and attendees;
	• test scripts for manual and automated tests;
	• detailed use cases and test cases mapped to the RTM for all testing;
	• test entry and exit criteria;
	• test preparation;
	• description of process for ensuring quality of testing and documentation;
	• test data creation process and
	• description of the environment used and Software versioning.
138	The Contractor shall provide use cases and test cases for Authority Approval for each testing phase outlined in the RTM, including but not limited to:
	• use case/test case ID;
	• use case/test case description;
	• mapped Requirements and Business Rules;
	• assumptions:
	• test data (variables and their values);
	• steps to be executed;
	• expected results;
	• pass/fail criteria;
	• space to document actual results and
	• space for comments.

4.2.7. Implementation Plan and Related Documentation

The Contractor shall develop and submit an Implementation Plan and related documentation that identifies its approach that covers the major elements of the implementation, including coordination with the Authority’s ETTM System Contractor, Third-Party Service Providers and others.

139	The Contractor shall develop and submit the Implementation Plan that documents all implementation related activities for the Project for Authority’s review in accordance with the Approved Baseline Implementation Schedule.
140	The Implementation Plan shall define all elements of implementation, including but not limited to:

	<ul style="list-style-type: none"> the detailed implementation schedule, detailing all activities for the implementation of the BOS, including coordination with ETTM System Contractor, Third-Party Service Providers and others as required. Once the implementation schedule is Approved by the Authority, the Contractor shall submit to the Authority updates during the implementation period(s) identifying any proposed implementation schedule changes and Work progress in the form of percentage completions;
	<ul style="list-style-type: none"> resource allocation Requirements for all implementation period(s);
	<ul style="list-style-type: none"> procurement and installation of the communications network;
	<ul style="list-style-type: none"> Quality Control, Quality Assurance, inspection and testing processes;
	<ul style="list-style-type: none"> special or unique implementation Requirements;
	<ul style="list-style-type: none"> an organization chart with contact information, roles and responsibilities and includes ETTM System Contractor, Third-Party Service Providers and others as required and
	<ul style="list-style-type: none"> Go-Live checklist.
141	The Contractor shall develop and submit to the Authority a full size (24" by 36") set of drawings with installation notes, providing sufficient and accurate detail of all systems and network layouts at all facilities that have BOS Equipment.

4.2.8. Disaster Recovery Plan

The Disaster Recovery Plan (DRP) is a comprehensive, documented statement of actions to be taken before, during and after a disaster to protect and recover the information technology data, assets and facilities of the BOS.

142	The Contractor shall develop, test, and submit a Disaster Recovery Plan (DRP) and subsequent Disaster Recovery procedures that describe the approach, as well as procedures to take place in the event of a disaster for the BOS.
143	<p>The DRP shall document the Contractor's approach to and planning for recovering from a disaster, including but not limited to:</p> <ul style="list-style-type: none"> define what constitutes disaster, associated risks and severity levels and timeframes to address (e.g., earthquake, flood, electrical outage, general loss of access to building, etc.); mitigation of disaster risks; preparations in the event of a disaster; organization chart illustrating Disaster Recovery team members, roles and responsibilities; notification contact list, including contact information; notification protocol;

	<ul style="list-style-type: none"> • sites and Equipment for Disaster Recovery, presented in a diagram format; • Disaster Recovery process initiation and completion checklist; • coordination with the ETTM System Contractor and all Third-Party Service Providers; • Software, system and data replication processes; • detailed logistical processes for activation of Disaster Recovery site and systems; • detailed technical processes for activation of Disaster Recovery site and systems; • detailed operational functions for activation of Disaster Recovery site and • detailed technical processes for reactivation of primary site (or moving to a new primary site if the original primary site is destroyed) for systems and coordination with Authority's operations.
144	<p>The DR shall include the following BOS information, including but not be limited to:</p> <ul style="list-style-type: none"> • Recovery Point Objective (RPO): maximum acceptable amount of data loss for all critical BOS services after an unplanned data-loss incident; • Recovery Time Objective (RTO): maximum acceptable amount of time for restoring a critical BOS services and regaining access to data after an unplanned disruption; • Level of Service (LOS): the combination of throughput and functionality required to sustain BOS business operations and • detailed description of how site and BOS security shall be maintained to ensure continued compliance with the Security Standards.
145	<p>The DRP shall be tested and updated by the Contractor annually.</p>

4.2.9. Business Continuity Plan

The Business Continuity Plan (BCP) is a comprehensive, documented statement of strategy, as well as the planning, actions and processes that allows the Authority to continue BOS and CSC Operations after experiencing a disruptive event.

146	<p>The Contractor shall develop, test, and submit a Business Continuity Plan (BCP) that details the Contractor's approach to accommodating the staffing capabilities, furnishings, Equipment, systems, network, applications and data components required to ensure the continuity and resumption and continuity of critical BOS processes.</p>
147	<p>The Contractor shall be responsible for providing a high-level plan for restoring CSC Operations in the event that facilities become unavailable; however, the plan shall not result in any costs to the Authority for pre-staging of Equipment and personnel.</p>
148	<p>The Contractor shall be responsible for providing a detailed plan for restoring CSC Operations in the event that all or part of the CSC staff are directed by the Contractor or the Authority to work-at-home. For example, during an event similar to the COVID-19 outbreak.</p>

149	Changes to the operations BCP shall be reflected in the BCP within thirty (30) Calendar Days of Approval. The Contractor shall distribute, train and educate the operations staff on the BCP.
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4.2.10. BOS Installation Plan

The BOS Installation Plan will be used by the Contractor to successfully install and prepare the BOS for testing and eventual Go-Live.

150	The Contractor shall coordinate with the Authority, Third-Party Service Providers, and the ETTM System Contractor to develop and provide a detailed BOS Installation Plan, subject to Approval by the Authority that identifies all aspects of BOS installation and start-up of all activities and systems associated with the testing and implementation of the BOS in accordance with the Security Standards.
151	The BOS Installation Plan shall incorporate all aspects of the BOS installation, start-up and Go-Live, including but not limited to:
	<ul style="list-style-type: none"> • approach to installing the BOS, including network Equipment; CSC Equipment and Desktop Environments;
	<ul style="list-style-type: none"> • communication procedures;
	<ul style="list-style-type: none"> • BOS licensing;
	<ul style="list-style-type: none"> • website static content;
	<ul style="list-style-type: none"> • phone numbers;
	<ul style="list-style-type: none"> • BOS access control;
	<ul style="list-style-type: none"> • network addresses;
	<ul style="list-style-type: none"> • mapping of all start-up activities;
	<ul style="list-style-type: none"> • approach to compliance with Security Standards during installation and testing;
	<ul style="list-style-type: none"> • coordination and Interface testing and start-up activities required with the ETTM System Contractor, and Third-Party Service Providers;
	<ul style="list-style-type: none"> • approach to achieving commencement of Ramp-up/Customer Services;
	<ul style="list-style-type: none"> • acquisition and implementation of domain names and URLs;
	<ul style="list-style-type: none"> • installation team organizational structure, roles and responsibilities and
<ul style="list-style-type: none"> • other activities required for the Go-Live from a system standpoint. 	
152	The BOS Installation Plan shall describe the approach to testing support, including but not limited to:
	<ul style="list-style-type: none"> • approach to the iterative and repetitive testing phases;

	<ul style="list-style-type: none"> • within each testing phase the approach to resetting account balances, advancing aging and other system administration activities necessary to support repetitive testing and
	<ul style="list-style-type: none"> • within each testing phase the approach to establishing required Interfaces.

4.2.11. CSC Operations and Facility Mobilization Plan

The CSC Operations and Facility Mobilization Plan shall be developed by the Contractor and shall include an explanation of how the Contractor will manage CSC and CSC facility mobilization.

153	The Contractor shall coordinate with the Authority to develop a detailed CSC Operations and Facility Mobilization Plan that identifies and plans for all activities, data and Authority-owned materials associated with the mobilization of the CSC, as well as all aspects of design and coordination of the CSC and WIC facility.
154	The CSC Operations and Facility Mobilization Plan shall include how the Contractor will stage new operations for testing and Go-Live.
155	The CSC Operations and Facility Mobilization Plan shall address how and where the Contractor will train the staff without disrupting current operations.
156	The CSC Operations and Facility Mobilization Plan shall incorporate all aspects of the CSC Mobilization, including but not limited to:
	<ul style="list-style-type: none"> • pre-Go-Live account creation and transponder delivery;
	<ul style="list-style-type: none"> • transponder inventory;
	<ul style="list-style-type: none"> • Violation work;
	<ul style="list-style-type: none"> • all printed customer collateral;
	<ul style="list-style-type: none"> • hardcopy documentation;
	<ul style="list-style-type: none"> • softcopy information owned by the Authority;
	<ul style="list-style-type: none"> • mobilization of CSC facilities;
	<ul style="list-style-type: none"> • post office boxes;
	<ul style="list-style-type: none"> • Postage meters;
	<ul style="list-style-type: none"> • phone numbers;
	<ul style="list-style-type: none"> • staffing for testing;
	<ul style="list-style-type: none"> • staffing for initial pre-Go-Live marketing period;
	<ul style="list-style-type: none"> • staffing for initial Go-Live;
	<ul style="list-style-type: none"> • security personnel as required by Contractor;
	<ul style="list-style-type: none"> • administration of CCTV surveillance and physical security systems;

	<ul style="list-style-type: none"> • service contracts;
	<ul style="list-style-type: none"> • training and
	<ul style="list-style-type: none"> • Go-Live activities.
157	The CSC Operations and Facility Mobilization Plan shall include a mobilization and facility mobilization and occupancy schedule.
158	The CSC Operations and Facility Mobilization Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.

4.2.12. End of Agreement Transition Plan

The End of Agreement Transition Plan shall address how the Contractor will support the Authority and the Contractor’s successor to facilitate a seamless transition upon termination or expiration of the Agreement.

159	The Contractor shall develop a detailed End of Agreement Transition Plan that identifies the transition of all activities and Authority -owned materials and data associated with the Operation of the CSC at the end of the Agreement.
160	The End of Agreement Transition Plan shall incorporate all aspects of the transition, including but not limited to:
	<ul style="list-style-type: none"> • customer service, billing and violation work in progress;
	<ul style="list-style-type: none"> • accounts and violations in collections;
	<ul style="list-style-type: none"> • Merchant Service Provider activities;
	<ul style="list-style-type: none"> • transponder inventory;
	<ul style="list-style-type: none"> • all printed customer collateral;
	<ul style="list-style-type: none"> • all supplies and consumables on hand;
	<ul style="list-style-type: none"> • hardcopy documentation;
	<ul style="list-style-type: none"> • softcopy information owned by the Authority;
	<ul style="list-style-type: none"> • CSCs;
	<ul style="list-style-type: none"> • staffing;
	<ul style="list-style-type: none"> • training and
	<ul style="list-style-type: none"> • Contractor orderly shutdown of non-transitioned items, facilities and services.

161	The End of Agreement Transition Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.
162	The End of Agreement Transition Plan shall be updated and submitted for Approval by the Authority every two (2) years over the term of the Agreement.

4.2.13. Operations Plan

The Operations Plan is a comprehensive source of information about how the CSC will be managed and operated.

163	<p>The Contractor shall develop and maintain a comprehensive Operations Plan that details all aspects of the operation of the CSC, including but not limited to:</p> <ul style="list-style-type: none"> • a description of each department/functional area and providing sufficient detail for the Authority to understand the functions and responsibilities of each department and how it will be staffed, managed and operated; • all the Authority’s Business Rules and policies related to the CSC Operations; • account terms and conditions; • detailed SOPs required to operate the CSC; • customer data privacy policy; • data and physical security including periodic access audit and reporting; • human resources and staffing policies and procedures; • background check processes; • employee code of conduct; • Authority’s Holidays and hours of operation, including the CSC and other CSC facilities, if applicable; • detailed scripts for common customer interactions; • copies of each form, spreadsheet, manual tracking sheet, report, letter, email copy, and text copy (BOS and non-BOS generated) which the Contractor will utilize in the operation of the CSC; • Quality Control and verification procedures to ensure operations meet the Performance Measures; • operations monitoring to ensure compliance with Requirements;
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	<ul style="list-style-type: none"> • a description of how the Contractor will communicate with the Authority pertaining to day-to-day operations and general issues and problems, including but not limited to: Case management, correspondence management, escalation procedures, document control, and Submittals procedures; • a description of how the Contractor will communicate with the Authority and Interoperable Agencies in handling customer disputes, dismissals, payments and reconciliation; • detailed structure and schedule for monthly Maintenance and operations meetings with the ETTM System Contractor and the Authority (separate meetings or combined at Authority's discretion); • emergency response management procedures, including a detailed description of how the Contractor will communicate and respond to emergency conditions and • processes and procedures instituted to ensure high customer satisfaction including the details of the Customer Satisfaction Survey Provider Subcontractor and program that will be used to monitor customer satisfaction with the CSC.
164	The Contractor shall provide updates and changes to the Authority no less than annually for Approval and incorporation into the Operations Plan. The Operations Plan shall be a living document and as such, shall be updated and reviewed/Approved by the Authority whenever changes are made to any element of the operations covered in the Operations Plan.
165	The Contractor shall publish a full revision of the Operations Plan no less than annually.
166	The Operations Plan shall be submitted for Approval by the Authority in accordance with the Approved Baseline Implementation Schedule.

4.2.14. Standard Operations Procedures (SOPs)

167	The Contractor shall develop and maintain the SOPs. The SOPs shall use detailed narratives and process flow diagrams in providing step-by-step procedures for every task the Contractor performs. The SOPs shall detail both manual and BOS-aided steps and procedures.
168	Approved, new policies, procedures and changes to existing policies and procedures shall be updated in the SOPs quarterly. The Contractor shall distribute, train and educate the operations staff and the Authority in accordance with the SOPs.
169	The SOPs shall be submitted for Approval by the Authority as a part of the Operations Plan.

4.2.15. Staffing and Human Resources Management Plan

The Staffing and Human Resources Management Plan defines the required human resources needed to meet all of the Requirements for the CSC. It details the selection and assignment of an operations team. It describes how the staff will be recruited, vetted, trained, compensated, evaluated,

disciplined, and terminated. The Staffing and Human Resources Management Plan shall identify the appropriate skill sets and labor to manage the Work and to perform the tasks that produce the specified Deliverables, customer service and performance. It also shall provide for any additional non-labor resources such as tools, Equipment, or processes used by the operations team.

170	The Contractor shall develop a Staffing and Human Resources Management Plan that includes details of the Contractor’s staffing program.
171	The Staffing and Human Resources Management Plan shall include a hiring/assignment schedule for anticipated resource Requirements for the duration of the Project.
172	<p>The Contractor shall develop and provide an organizational approach for staffing in the Staffing and Human Resources Management Plan designed to meet the Requirements. This includes but is not limited to:</p> <ul style="list-style-type: none"> • organizational chart with all staff positions (including Subcontractors), head count and reporting relationships; • job descriptions for all staff positions by position type; • identification of functions which have been subcontracted, the name and responsibilities of the Subcontractor, and name(s) and contact information for Subcontractor’s key personnel; • description of the process used for determining the appropriate staffing levels for each position; • a schedule describing the daily and weekly staff shifts and a description of how the Contractor will adjust staffing to accommodate seasonal and dynamic changes in work volume; • recruitment process; • background investigation approach; • pre-employment testing; • training, testing and re-training policies and procedures including refresher and remedial training for both remote and local staff; • employee retention and career development program; • employee monitoring, performance evaluation and coaching; • employee disciplinary process and • employee termination process.
173	The Staffing and Human Resources Management Plan shall also include the location of all personnel required to meet Project Requirements (on-site or remote), as well as the Contractor’s approach to providing on-site training and support for remote staff.

174	This Staffing and Human Resources Management Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.
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4.2.16. Reporting and Reconciliation Plan

The Reporting and Reconciliation Plan shall include a comprehensive, detailed description of actions to be taken and information to be provided to the Authority related to reporting and reconciliation. This document will identify each report and its associated delivery schedule and provide an explanation of the report and its underlying data and how it is used.

175	The Contractor shall develop and submit to the Authority for Approval, a Reporting and Reconciliation Plan that details the Contractor’s reporting and reconciliation process.
176	The Reporting and Reconciliation Plan identifies the procedures that the Contractor will use to perform, manage and reconcile all aspects of the CSC. This includes both transactional and financial reconciliation, including allocation of all Contractor’s cost and Third-Party Service Provider associated revenue and/or costs.
177	Each reconciliation shall have a separate section which identifies the reports used for the reconciliation, whether or not the report is generated from the BOS, received from a Third-Party Service Provider or (e.g., banks, Collection Agency, Lockbox Service Provider, etc.) or developed manually by the Contractor.
178	<p>The Reporting and Reconciliation Plan shall describe each provided report or report set and the schedule for providing it along with a sample of each report set. This includes but is not limited to:</p> <ul style="list-style-type: none"> • daily reconciliation report; • monthly reconciliation report; • quarterly reconciliation report; • annual reconciliation report; • description of Contractor’s process for entering, printing and sending refund checks and entering the resulting financial transactions into the Authority’s financial accounting systems, including all accounts and processes required to facilitate this entire process; • description of financial and cash/check handling controls for the CSCs and • other operations and financial reports as needed to fully reconcile and meet the operations Requirements.

4.2.17. **Records**

179	The Contractor shall meet all data retention Requirements, including durations for retention, as set forth in the Security Standards. The Contractor shall make every effort, within practical business and cost constraints, to purge the personal account information of an account that is closed or terminated. In no case shall the Contractor maintain personal information more than four years and six months after the date an account is closed or terminated. The Contractor shall periodically audit the BOS to verify that it is in conformance with the retention policy.
180	<p>If specific documents or data retention Requirements are not covered in the Security Standards, or the retention Requirement is greater in other applicable Requirements, the Contractor shall maintain records, for the duration of the Agreement period, in compliance with the longer retention period Requirement. Other applicable Requirements include but are not limited to:</p> <ul style="list-style-type: none"> • recordings of customer phone calls shall be on-line and readily available for a minimum of two years after the date of recording; • GAAP; • record retention policies for the Authority; • IRS Requirements; • The California State Archives Data Retention Schedule; • all applicable federal, state, local and other laws and regulatory matters and • Security Standards.
181	Requirements and standards for records management and retention may change over the term of the Agreement. The Authority will provide any updates to its internal policies and procedures that may impact the CSC records and retention Requirements; however, it is the Contractor's responsibility to ensure it is aware of any changes to relevant standards, statutes, and/or rules beyond those of the Authority, and to incorporate such changes in accordance with the provisions of the Agreement.
182	The Contractor shall be responsible for data retention and purging of all paper records, in accordance with the Authority's retention policy and all of the Requirements related to records retention. In the event of a conflict between Requirements, the Contractor shall immediately notify the Authority.
183	The Contractor shall maintain records and data essential to providing objective evidence of quality, and these records shall be made available to the Authority upon request.
184	<p>Quality-related records and data shall include but not be limited to:</p> <ul style="list-style-type: none"> • inspection and test results; • records of Subcontractor quality programs; • change request documentation;

	<ul style="list-style-type: none"> • Customer Satisfaction Survey results;
	<ul style="list-style-type: none"> • operational reviews and walk-throughs and
	<ul style="list-style-type: none"> • results of internal and Contractor audits.
185	The Contractor shall maintain records in a manner that allows easy access and analysis.

4.2.18. Management Reporting

186	<p>The Contractor shall prepare and submit to the Authority a Monthly Operations Report in an Approved format, on an agreed-upon day each month. This report shall provide the information required for the Authority to verify the Contractor performance as reported by the Contractor, including but not limited to:</p> <ul style="list-style-type: none"> • Project Oversight Report; • Contractor Performance Report (including performance against the Performance Measures); • monthly operations invoices for the corresponding period; • three-month and one-year look forward for budgeted staffing based on estimated volumes; • other agreed-to CSC Operations reports; • updates to documents and plans which have occurred in the previous month and • updated action item list and Approved meeting minutes from the previous month.
187	The Monthly Operations Report package shall detail the Contractor’s performance against the Performance Measures (Contractor Performance Report) in tabular and graphical formats. The Contractor shall use reports and other data from operations as Approved, to conduct an analysis of the data and summarize the results. The basis for the data must be the BOS reports and all data must be reconciled against the appropriate BOS report(s).
188	The data shall be presented in a graphical and tabular format showing the Contractor’s comparative monthly performance over time.
189	The presentation of the information shall be clear, concise, and professionally organized and formatted.
190	Any failures to meet the Performance Measures shall be identified and details submitted, including the Contractor’s plan to correct such occurrences. The associated non-compliance performance adjustment for such failures shall be summarized and tabulated with the total non-compliance performance adjustment provided.
191	At a minimum, the Contractor’s Monthly Operations Report shall include the reports listed below; however, the final list of documents to be included shall be developed and Approved as a part of the Operations Plan.

	<ul style="list-style-type: none"> • Project Oversight Report: This report summarizes the Contractor’s Project activities for the reporting period, including major accomplishments, issues and summary reporting. The Project Oversight Report also shall include an updated action items list that tracks all open items to be resolved by the Contractor. The list shall include task description, date created, owner, status, priority, impact/justification, completion due date and notes pertaining to the completion of each task. A status of operational changes shall be included in the Report. The Contractor shall provide status on all existing and new BOS issues that affect operations. The Contractor also shall make recommendations for innovations, processes and BOS improvements and other suggested changes, which will improve customer service or increase operational efficiency. • Operations Reports: This suite of reports shall provide the details required to support the Project Oversight Report, including but not limited to: customer contacts, mail handling and Notification response; Case handling; transponder Fulfillment; payments processed; customer disbursements processed; the Authority’s and Interoperable Agencies’ settlements processed; returned payments processed; chargebacks processed; inventory item Fulfillment and balancing, and reconciliation. Reports related to ongoing Customer Satisfaction Surveys and QA activities and translation services shall also be provided. • Refund account reconciliation and request for replenishment: Contractor shall be responsible for issuing customer and violator refunds. Contractor will provide documentation of refunds that were issued. The Contractor shall provide related account and Violation reconciliation reporting to the Authority at least monthly and in accordance with the Operations Plan. • Contractor Performance Report: The Contractor shall be fully responsible for the CSC Operations meeting or exceeding required performance. Failure to do so may result in the assessment of non-compliance performance adjustments as set forth in Volume IV Performance Measures. The Contractor shall use the Approved tracking and reporting methods to prove its monthly performance against the Performance Measures. • Monthly Operations Invoices: The Authority shall receive a Contractor’s invoice for the period corresponding to the Monthly Operations Report. The invoice shall detail the specific amounts due from the Authority. Contractor shall address costs that are netted out from the Contractor’s toll revenue payment to the Authority, for example credit card fees and collections fees. Any associated Liquidated Damages shall be separately netted out with detailed supporting documentation. The Authority will not pay operation invoices that are not accompanied by the complete and accurate Approved Monthly Operations Report package.
192	<p>Any performance deficiency the Contractor proposes to have excluded from the non-compliance performance adjustment calculation shall be documented on the Approved Waiver Form and explained in detail, with supporting documentation sufficient for the Authority to make a determination as to the acceptability of the exclusion. If the Authority needs additional information to make a determination the Contractor shall provide such information expeditiously. Adjustments will not be considered until full required documentation is provided by the Contractor.</p>

193	The Waiver Form must be submitted within thirty (30) Calendar Days of the affected invoice in order to be considered by the Authority.
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4.2.19. Training Plan

The Contractor shall provide a training program to educate Contractor staff, the Authority and others on the BOS and CSC Operations, as described in Section 5 Training. The Contractor is responsible for providing a Training Plan that describes the approach to training activities.

194	The Contractor shall develop and maintain a Training Plan, subject to Approval by the Authority, in accordance with the Approved Baseline Implementation Schedule.
195	The Training Plan shall describe the plan for training CSC Operations staff and Authority-designated individuals and shall outline the required operational/Maintenance and BOS knowledge for each position to be gained from the training. For each BOS position/user type, the plan shall include a training instructor guide, training manual and other materials to be used in training.
196	The Training Plan shall include a schedule for regular staff training, follow-up training and continuing education for staff.
197	The Training Plan shall describe the approach to training administrators, end users at different levels, Maintenance and support personnel, including but not limited to:
	<ul style="list-style-type: none"> • overall description of the training program;
	<ul style="list-style-type: none"> • training techniques;
	<ul style="list-style-type: none"> • training delivery schedule;
	<ul style="list-style-type: none"> • how training will occur with staff working on live operation;
	<ul style="list-style-type: none"> • recurring training through life of the Agreement;
	<ul style="list-style-type: none"> • names and descriptions of each training class;
	<ul style="list-style-type: none"> • purpose of each training class;
	<ul style="list-style-type: none"> • who should attend the class;
	<ul style="list-style-type: none"> • qualification Requirements for trainer;
	<ul style="list-style-type: none"> • minimum qualifications for personnel attending the class;
	<ul style="list-style-type: none"> • duration of the class;
	<ul style="list-style-type: none"> • training materials, including syllabus, schedule, training goals, manuals, guides, other support materials and techniques to be used;
	<ul style="list-style-type: none"> • data preparation, such as test accounts and test transactions/trips;
	<ul style="list-style-type: none"> • required Equipment and

	<ul style="list-style-type: none"> • facility Requirements.
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4.2.20. Maintenance Plans

The Contractor shall develop and submit the Maintenance Plans listed below that describe how the Contractor plans to perform the Maintenance of the BOS and all Hardware, Software and systems at the BOS facilities and CSC throughout the Operations and Maintenance Phase. The Contractor shall have appropriate BOS documentation available to all Maintenance and Software support personnel, as required to perform their respective duties.

4.2.20.1. System Maintenance Plan

198	<p>The Contractor shall develop and submit the System Maintenance Plan that defines the approach to services, staffing and resources to fulfill the BOS Maintenance Requirements. The Contractor shall identify the Contractor’s Maintenance responsibilities and shall include but not be limited to:</p>
	<ul style="list-style-type: none"> • organizational structure, organizational chart and job descriptions and responsibilities;
	<ul style="list-style-type: none"> • staffing plan;
	<ul style="list-style-type: none"> • approach to training;
	<ul style="list-style-type: none"> • detailed BOS monitoring Requirements;
	<ul style="list-style-type: none"> • staff schedule and locations;
	<ul style="list-style-type: none"> • third-party system support agreements overview;
	<ul style="list-style-type: none"> • location of offsite data storage;
	<ul style="list-style-type: none"> • schedule of all System Maintenance activities, including anticipated Upgrades/Enhancement releases;
	<ul style="list-style-type: none"> • description of all System Maintenance related communication methods;
	<ul style="list-style-type: none"> • Maintenance procedures, communication protocols and Approval processes for BOS Upgrades, Software deployments, scheduled Maintenance activities, change management and scheduled downtime;
	<ul style="list-style-type: none"> • Maintenance procedures and communications protocols for unscheduled downtime;
	<ul style="list-style-type: none"> • communication protocol for coordination with Interoperable Agencies and Third-Party Service Providers and WICs;
	<ul style="list-style-type: none"> • communication protocol for coordination with the Authority’s other toll system vendors;

	<ul style="list-style-type: none"> • trouble reporting processes, notification protocols for issues and failures, and Maintenance reporting processes;
	<ul style="list-style-type: none"> • prioritization, response, escalation, and repair processes;
	<ul style="list-style-type: none"> • spares levels, Equipment and third-party Software warranty tracking and return material processes;
	<ul style="list-style-type: none"> • monitoring Maintenance performance for compliance with Performance Measures;
	<ul style="list-style-type: none"> • sample Maintenance reports and reporting processes;
	<ul style="list-style-type: none"> • processes for supporting internal and external audits;
	<ul style="list-style-type: none"> • Security Standards compliance monitoring, Upgrades and safeguards;
	<ul style="list-style-type: none"> • system intrusion monitoring and safeguards;
	<ul style="list-style-type: none"> • Equipment replacement/refresh schedule;
	<ul style="list-style-type: none"> • Upgrades to third-party Software and tools and
	<ul style="list-style-type: none"> • processes in place to meet Performance Measures.

4.2.20.2. *Software Maintenance Plan*

199	<p>The Contractor shall develop and submit a Software Maintenance Plan that defines the approach to services, staffing and resources to fulfill the Software Maintenance Requirements and warranty provisions as set forth in the Agreement, including but not be limited to the following elements:</p>
	<ul style="list-style-type: none"> • organizational structure, organizational chart with job descriptions and responsibilities;
	<ul style="list-style-type: none"> • staffing plan;
	<ul style="list-style-type: none"> • approach to staffing and training;
	<ul style="list-style-type: none"> • approach to receiving and prioritizing Software defects (bugs);
	<ul style="list-style-type: none"> • reporting, categorization, prioritization and disposition of Software defects;
	<ul style="list-style-type: none"> • coverage and personnel locations;
	<ul style="list-style-type: none"> • all Software Maintenance related communication methods;
	<ul style="list-style-type: none"> • Maintenance procedures, communication protocols and Approval processes for Software Upgrades, scheduled Maintenance activities, change management and scheduled downtime;
	<ul style="list-style-type: none"> • documented change control procedures;

	<ul style="list-style-type: none"> • Maintenance procedures and communications protocols for unscheduled downtime;
	<ul style="list-style-type: none"> • trouble reporting processes;
	<ul style="list-style-type: none"> • escalation processes;
	<ul style="list-style-type: none"> • sample Maintenance reports;
	<ul style="list-style-type: none"> • Software updates to comply with Interoperable Agencies' specification changes and Third-Party Service Providers Interface changes;
	<ul style="list-style-type: none"> • Software updates to be compliant with Security Standards and
	<ul style="list-style-type: none"> • processes in place to meet Performance Measures.

4.2.21. Third-Party Documentation

Third-Party documentation includes standard commercial documentation for third-party provided Hardware, Software, services and materials.

200	The Contractor shall provide and maintain standard, commercially available, updated documentation for third-party provided Hardware, Software, services and materials provided under this Agreement. This set of third-party documentation shall be available upon request.
201	An electronic copy of all third-party Commercial Off-the-Shelf (COTS) Hardware and Software installation and user manuals, with updates, shall be provided to the Authority.

4.2.22. Manual Requirements

Various manuals shall be provided to educate and guide BOS administration staff and allow the Authority to understand the operations of the BOS.

202	Whenever possible, all data shall be printed on 8-1/2" x 11" sheets; foldouts shall be 11" x 17".
203	Each manual shall include, but not be limited to:
	<ul style="list-style-type: none"> • a title sheet;
	<ul style="list-style-type: none"> • revision history;
	<ul style="list-style-type: none"> • Table of Contents;
	<ul style="list-style-type: none"> • list of illustrations (if applicable);
	<ul style="list-style-type: none"> • list of reference drawings and exhibits (if applicable) and
	<ul style="list-style-type: none"> • a parts list (if applicable).

204	All manuals shall have a consistent look and feel and shall be professionally written and presented in clear and organized fashion.
205	All manuals prepared for the Authority under this Agreement shall be produced, or editable, using Microsoft Office 2016 Suite (or higher if Approved by the Authority). In addition, electronic copies of manuals shall be provided in unsecured Portable Document Format (PDF), if requested by the Authority.
206	Any special Software required to produce scalable typefaces or other graphs shall be provided by the Contractor as part of the documentation for the manuals.
207	All manuals shall be submitted and Approved as a condition of Go-Live.

4.2.22.1. Manual Submissions and Quantities

208	The Contractor shall submit one (1) hard copy of each of the manuals listed below.
209	The Contractor shall submit electronic copies of all manuals listed below.
210	All manuals shall be maintained in electronic format in the Contractor-provided EDMS.
211	The Contractor shall be responsible for producing an additional quantity of the manuals for the Contractor's use, sufficient to fulfill the Contractor's Requirements.
212	The Contractor shall submit the draft and final manuals described below for the Authority's review and comment, in accordance with the Approved Baseline Implementation Schedule. All final versions of manuals shall be provided and Approved before system Go-Live.

4.2.22.2. Manuals to be Submitted

4.2.22.2.1. BOS User Manuals

213	The Contractor shall develop and submit BOS User Manuals to be used by CSC Operations staff to operate the BOS and for training purposes.
214	The Contractor shall develop manuals logically to cover job categories and functions. The manuals shall detail all of the processes, procedures and policies developed by the Contractor that are required to fulfill the Requirements for each of these categories and functions. An example of a functional area is finance, which should include all basic financial responsibilities and functions, including the entire reconciliation process.
215	Each BOS User Manual shall include but not be limited to: <ul style="list-style-type: none"> • screen images detailing the step-by-step activities needed to fulfill a specific functionality; • flowcharts to provide the CSC Operations staff a clear understanding of the workflow; • all screens, reports and data fields, clearly explained using sample formats applicable to the BOS and

	<ul style="list-style-type: none"> • samples of all reports, included in the manual or as an attachment to the manual, with any specific instructions that may apply to a given report.
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4.2.22.2.2. *BOS Finance and Financial Controls Manual*

216	<p>The Contractor shall develop and submit the BOS Finance and Financial Controls Manual, which shall include but not be limited to:</p> <ul style="list-style-type: none"> • detailed descriptions of all procedures to balance and reconcile the BOS; • detailed descriptions of Financial Account Posting, reporting and reconciliation to the Authority’s Bank Accounts; • detailed descriptions of reconciliation of transactions/trips and revenue within the BOS with each of the Interoperable Agencies and for payments made to the Authority and Interoperable Agencies; • processes and reports used to reconcile third-party payments processed and money deposited in the Authority’s bank; • detailed descriptions of reconciliation of all collections activity and all exceptions processing; • detailed descriptions of the screens, reports and functions that allow Contractor or the Authority’s finance personnel or independent auditors to access, understand and work with all financial aspects of the BOS; • complete descriptions of all reconciliation procedures and a non-technical description of the screens, reports and functions; • illustrations and pictorial diagrams to demonstrate the step-by-step operations required for performing the balance and reconciliation functions and • included as an attachment to the manual, samples of all relevant reports, with any specific instructions that may be applicable to a given report.
217	<p>Reports included in the BOS Finance and Financial Controls Manual shall have correct and accurate data.</p>
218	<p>The BOS Finance and Financial Controls Manual shall be used to train the CSC finance personnel and the Authority’s finance personnel.</p>

4.2.22.2.3. *BOS Administrator Manual*

219	<p>The Contractor shall provide a BOS Administrator Manual that serves as a guide to the overall management and administration of the BOS, and it shall include but not be limited to:</p> <ul style="list-style-type: none"> • detailed Hardware Maintenance activities and schedule; • detailed database Maintenance activities and schedule;
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	<ul style="list-style-type: none"> • detailed Software monitoring activities and schedule;
	<ul style="list-style-type: none"> • detailed monitoring procedures for file transfers and exception handling;
	<ul style="list-style-type: none"> • detailed procedures and processes for all Maintenance activities;
	<ul style="list-style-type: none"> • detailed procedures for backup, archiving and purging data;
	<ul style="list-style-type: none"> • detailed procedures for testing and executing Disaster Recovery and Business Continuity;
	<ul style="list-style-type: none"> • detailed schedule for all preventative Maintenance activities;
	<ul style="list-style-type: none"> • scheduled time and maximum run time for all BOS jobs and/or processes;
	<ul style="list-style-type: none"> • technical contact lists for all third-party technical contacts;
	<ul style="list-style-type: none"> • technical contact lists for Hardware, Software providers and third-party support agreements;
	<ul style="list-style-type: none"> • details and copies of all third-party system support agreements;
	<ul style="list-style-type: none"> • general information, such as Maintenance shifts, code of conduct and other human resource aspects and
	<ul style="list-style-type: none"> • details of the security access system configuration, user access privileges and controls and user tracking processes utilized to ensure system security and to maintain data integrity.

4.2.23. As-Built Documentation

Prior to the Authority’s BOS Final Acceptance of the Implementation Phase, as-built documentation shall be provided that documents the final BOS design and implementation.

4.2.23.1. As-Built System Detailed Design Document

220	After the Approval of the operational test, and prior to the Authority’s BOS Final Acceptance of the Implementation Phase, the Contractor shall submit the As-Built SDDD that includes all Software and Hardware changes made during the system development, implementation and testing phases.
221	The Contractor shall submit one (1) hard copy in addition to an electronic version of the As-Built SDDD. Acceptable electronic formats are unsecured Portable Document Format (PDF), Microsoft Office 2016 Suite (or higher if Approved by the Authority) and professional CAD applications.

4.2.23.2. *As-Built Drawings*

222	The Contractor shall provide the Authority with a complete set of As-Built Drawings, which shall be delivered as one (1) hard copy of the complete sets of drawings. The same shall be delivered in electronic format for all Equipment, network and Hardware installed and furnished as part of the BOS. As material changes are made to the system by the Contractor shall update the As-Built Drawings to reflect the current status.
223	<p>The As-Built Drawing sets shall include but not be limited to:</p> <ul style="list-style-type: none"> • all schematics; • logic diagrams; • Hardware layouts; • wiring diagrams; • interconnection diagrams; • installation diagrams; • cable schedule; • Interface details; • facility build-out details and • network diagrams.
224	The Contractor shall update the latest drawings with red lines as changes are incorporated during the installation process. At the completion of the installation, the Contractor shall gather all red line drawings.
225	The red line drawings shall be verified and incorporated into a final As-Built Drawing package. This final as-built package shall include all updated installation drawings, shop drawings and sketches, plans and other drawing types that were used to install the BOS.

5. TRAINING

The Contractor shall provide comprehensive training for all aspects of the BOS and CSC Operations including training, operational procedures, policies and guidelines, and rules of conduct, including customer Interface. Training shall be delivered to the Authority's personnel and Contractor's personnel. Training shall be ongoing throughout the Implementation and Operations and Maintenance Phases.

226	The Contractor shall be solely responsible for supplying the BOS and all materials necessary to complete the delivery of the training program.
227	The Contractor's program shall include but not be limited to computer instruction, training aids and manuals as required.
228	Contractor's training shall be hands on and use actual BOS Software in the training environment.
229	The Contractor shall produce all training materials, documents and manuals in hard copies.
230	When changes or new functionality is provided in the BOS, the Contractor shall update the training materials and train staff on such changes/new functionality.
231	All Authority training shall include a review and description of each of the appropriate Authority's processes and procedures with actual BOS Software.
232	The Authority shall have the right to attend any training sessions.
233	The Contractor shall provide comprehensive training related to all aspects of the BOS administration, BOS functionally and CSC Operations.
234	The Contractor shall employ a training manager to lead all training courses and subsequent ongoing training activities.
235	The Contractor shall train Authority's staff to view all real-time aspects of BOS processes/queues and CSC Operations statistics/queues, as well as research and report on all aspects of the BOS.
236	The Contractor shall cross-train staff from other areas of operations or management for peak period, emergency or temporary assignments to provide for staff redundancy.
237	The Contractor's training manager shall identify the training needs, plan, design, and develop all the training curriculum and materials for the implementation and management of the CSC's on-going training program. The types of training include, but are not limited to: <ul style="list-style-type: none"> • customer service and integrity skills ("soft skills") training; • Authority's FasTrak, Violation and payment processing Business Rules and facility specific information ("content training"); • different operational and facility characteristics of Interoperable facilities;

	<ul style="list-style-type: none"> • use of the BOS, including all customer contact systems and any other applicable systems;
	<ul style="list-style-type: none"> • CSC Operations SOPs and
	<ul style="list-style-type: none"> • PII, PCI, data and physical security.
238	<p>The Contractor’s training program shall include training at different times and for different reasons during the course of the Operations and Maintenance Phase, including but not limited to:</p>
	<ul style="list-style-type: none"> • new hire – this training provides the new employee a thorough, in-depth training covering all of the skills and information required to fully understand and perform their job;
	<ul style="list-style-type: none"> • refresher – this training provides additional training focused on topics on which the attendees have been previously trained but which the training manager or other Authority management staff identified as requiring additional training for a group of employees;
	<ul style="list-style-type: none"> • remedial – this training is individually focused on the needs of a particular employee(s) based on customer satisfaction feedback, management observation or employee request;
	<ul style="list-style-type: none"> • new job/promotion – this training is required when an employee changes jobs or gains additional responsibilities and
	<ul style="list-style-type: none"> • new content/program – this training is required when the Authority introduce a new program or makes a significant change to the SOPs or the BOS.
239	<p>Contractor training shall cover all functional areas depending on the specifics of each individual user role and job functions.</p>

5.1. Training Courses

5.1.1. System Operation Overview Course

240	<p>The Contractor shall provide a system operation overview training course for the Authority personnel who require a general understanding of all aspects of the BOS and CSC Operations.</p>
241	<p>The Contractor shall ensure class sizes and the number of training hours provided are sufficient to provide a general understanding of all aspects of the operation.</p>

5.1.2. Customer Service Representative Course

This course is for customer service personnel who need to understand all aspects of the direct customer service.

242	The Contractor shall provide a customer service course for staff that need to understand all aspects of the direct customer service functionality, with focus on contact management, account management, Violations processes, payments, Business Rules, Express Lanes facility characteristics, external facing website, etc.
243	The Contractor shall provide an appropriate number of training sessions for the customer service course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to customer service.

5.1.3. BOS Finance and Financial Controls Course

This course is for financial management and auditing personnel who need to understand all aspects of the Operation, particularly those related to financial accounting, reconciliation, audit, and management.

244	The Contractor shall provide a BOS finance and audit training course for financial management and auditing staff that need to understand all aspects of the operation, with focus on financial accounting, reconciliation, audit and management.
245	The Contractor shall provide an appropriate number of training sessions for the BOS finance and financial controls course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to financial accounting, reconciliation, audit and management.

5.1.4. Operations Management Course

This course is for CSC Operations personnel providing hands-on training on the BOS including performance reporting, including all operational performance monitoring (for example, call queues, call statistics, image review queues, etc.); all BOS monitoring (for example, mail queues, status and quantity of all Notifications pending and sent, transponder Fulfillments, status of Interfaces and file exchanges), and call center and IVR configuration.

246	The Contractor shall provide an Operations Management Course for all personnel who require a detailed understanding of the BOS reporting and monitoring. This course also covers configuration of the telephony system.
247	The Contractor shall provide an appropriate number of training sessions for the Operations Management Course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the BOS.

5.1.5. BOS Users Course

248	The Contractor shall provide a BOS Authorized Users training course for all personnel who require a detailed understanding of the operations of the System and how to access information and reports from the BOS on items such as status, alarms, performance, transactions and revenue.
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249	The Contractor shall provide an appropriate number of training sessions for the BOS Authorized Users course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the system.
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5.2. Training Materials

250	All training materials should comply with applicable PCI and PII standards.
251	Draft copies of all training materials shall be submitted by the Contractor to the Authority for review, comment and Approval prior to final printing of quantities required for training.
252	The Authority shall have the right to require the Contractor to provide additional interim drafts at no additional cost should draft training materials submitted not be of adequate quality or have missing or incorrect information.
253	Contractor shall provide regular updates to training materials to incorporate any changes to the BOS or operational processes.
254	For each training course, the Contractor shall provide the materials listed in the following sections.

5.2.1. Instructor Guides

255	The Contractor shall provide an instructor guide for each training course, including but not limited to:
	<ul style="list-style-type: none"> • course agenda;
	<ul style="list-style-type: none"> • course objective;
	<ul style="list-style-type: none"> • procedures for managing a training session;
	<ul style="list-style-type: none"> • resources and facilities required, including Desktop Environments, power and communications Requirements;
	<ul style="list-style-type: none"> • detailed lesson plans;
	<ul style="list-style-type: none"> • a description of training aids and items to aid in on-the-job performance (such as where applicable, pocket guides or reference sheets);
	<ul style="list-style-type: none"> • tests to be administered to assure satisfactory completion and
	<ul style="list-style-type: none"> • instructions for using any audio-visual support Equipment or materials.

5.2.2. Training Aids

256	The Contractor shall provide all training aids necessary to successfully complete the course agenda and meet the course objective.
257	The Contractor shall provide a way for all trained personnel to access training documents, aids and tips in an online, electronic format for ongoing reference.

5.2.3. Student Workbook

258	For each course, the Contractor shall provide a student workbook, including but not limited to: <ul style="list-style-type: none"> • course agenda; • course objectives; • schedule of sessions; • copies of all overheads and visuals and • lesson outlines and summaries.
259	The Contractor shall supplement the material provided in the student workbook with additional material (as necessary), such as operations and user manuals. If such material is used, appropriate cross-references shall be included in the student workbook to identify the complete set of training materials provided to the student.

5.3. Scheduling and Preparation for Training

260	The Contractor shall provide a minimum two (2) weeks notice to the Authority and work with the Authority on the timing for each training session. The Authority will identify a list of participants the Contractor shall notify to schedule their participation in the training.
261	The Contractor shall perform all scheduling.

6. MOBILIZATION REQUIREMENTS

The mobilization of the BOS and CSC Operations is a major undertaking that will require careful preparation, planning and coordination in multiple functional areas and on many levels to ensure a smooth beginning to operations. The Contractor is responsible for the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan. Close coordination will be required between the ETTM System Contractor, the Authority and the Contractor.

6.1. Operations Mobilization and Facility Coordination

The operations mobilization and facility coordination include all activities necessary to establish and operate the I-405 CSC and WIC in accordance with the Agreement and to coordinate the design of the Authority provided facility. These activities include comprehensive coordination with the Authority, the Authority’s design and construction contractors, and other Authority contractors housed at the facility with regards to CSC and WIC design, scheduling of facility occupancy and installation , staff recruitment and training, ordering of supplies, establishment of all necessary services and developing all SOPs for the entire operation. The Contractor shall coordinate with the ETTM System Contractor on applicable portions of the Approved Baseline Implementation Schedule.

262	<p>The CSC Operations Manager and the Mobilization and Facility Coordination Manager shall lead the Contractor’s staff in planning and implementing the activities required for operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:</p> <ul style="list-style-type: none"> • obtain a thorough understanding of the functions and capabilities of the BOS; • produce all required plans and documentation; • recruit CSC staff; • coordinate with Third Party Service Providers; • make any required Approved modifications to the facilities (those required beyond the new facility design inputs provided by the Contractor); • plan and conduct training; • assist with the selection and implementation of survey solution, IVR, system recordings, Self-Service Website, and Self-Service Mobile Application (Phase II and optional) and • meet regularly and coordinate with the Authority, the ETTM System Contractor to perform the Work.
263	<p>The Mobilization and Facility Coordination Manager shall lead the Contractor’s staff in planning and implementing the activities related to the new CSC and WIC facility operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:</p>

	<ul style="list-style-type: none"> • meet regularly with the Authority, the Authority’s design and construction contractors, and other Authority contractors that will be housed at the facility to plan, provide design input to the new CSC and WIC facility layout, space planning, network, cabling, power, furnishings, physical security, and surveillance CCTV etc.;
	<ul style="list-style-type: none"> • review and provide comments to all types of CSC plans;
	<ul style="list-style-type: none"> • coordinate with other contractors and provide a detailed schedule for facility occupancy and facility mobilization and
	<ul style="list-style-type: none"> • coordinate the procurement and installation of all BOS and CSC Operations network and communications lines with the communications providers.
264	The Contractor shall develop and conduct an Operational Readiness Demonstration and conduct walk-throughs for each facility with the Authority.
265	As an outcome of the Operational Readiness Demonstration and walk-throughs, a punch list shall be developed and resolution of each item Approved by the Authority.
266	The Contractor shall track, status and resolve all pre-mobilization punch list items (as designated and Approved by the Authority) prior to mobilization and track, status and resolve all post-mobilization punch list items (as designated and Approved by the Authority) during the Operations and Maintenance Phase. Until resolved, the status of post-mobilization punch list items shall be provided in all Contractor performance reports and meetings.

6.2. Schedule, Installation and Mobilization

267	The Contractor shall mobilize CSC Operations in accordance with the CSC Operations and Facility Mobilization Plan and the Approved Baseline Implementation Schedule.
268	The Contractor shall install the BOS in accordance with the BOS Installation Plan and the Approved Baseline Implementation Schedule.
269	The Contractor’s schedule shall be sufficiently flexible to accommodate modifications or changes, such as early completions or delays in start or completion of dependent work by the Authority and/or the ETTM System Contractor.

6.3. Mobilization of the BOS and CSC Operations

BOS and CSC Operations mobilization includes all activities necessary to begin CSC Operations. The Contractor’s Mobilization Manager shall lead the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and must coordinate with the ETTM System Contractor and Authority to ensure that the mobilization meets the Approved Baseline Implementation Schedule.

270	The Contractor shall manage and conduct mobilization in conformance with BOS Installation Plan and CSC Operations and Facility Mobilization Plan and Approved Baseline Implementation Schedule.
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271	The mobilization activities shall be coordinated with the Authority, the ETTM System Contractor, and Third-Party Service Providers, and shall be Approved by the Authority.
272	The Contractor shall prepare internal and external communication procedures, as part of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan, to effectively and professionally manage communications of potential impacts during the mobilization.

6.4. Acceptance of Operational Readiness

Prior to Go-Live the Contractor shall demonstrate to the Authority that the successful CSC and facility mobilization is complete, and that the Contractor is ready to commence complete operation of the CSC and performance of all of the Work.

273	The Contractor shall demonstrate that the CSC Operation has achieved operational readiness in accordance with the Approved Baseline Implementation Schedule.
274	Procedures for demonstrating for the Operational Readiness Demonstration shall be provided by the Contractor to the Authority for review and Approval at least three (3) months prior to the scheduled demonstration date.
275	The Contractor shall have completed all of the predecessor tasks and milestones in the schedule in order to achieve Acceptance of operational readiness, including but not limited to: <ul style="list-style-type: none"> • selection, build-out and equipping of all Contractor operated facilities; • development and Approval of all required documentation; • recruitment, hiring and training of all staff in accordance with the Operations Plan and sub-plans; • implementation of all applicable aspects of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and all operations mobilization activities and • completion of Operational Readiness Demonstration using the BOS, facilities and Contractor staff.

6.5. End of Agreement Transition

The Contractor acknowledges the services it provides under the terms of the Agreement are vital to the successful operation of the BOS and said services shall be continued without interruption. Upon expiration or termination of the Agreement, a successor may be responsible for providing these services. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

As part of the End of Agreement Transition, the Authority may wish to operate and maintain BOS, requiring the transfer of Equipment, leases and license from the Contractor to the Authority.

276	The Contractor shall cooperate with any future transition of the BOS to a future BOS Contractor, as required by the Authority.
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277	The Contractor shall develop with the successor, an End of Agreement Transition Plan describing the nature and extent of transition services required as well as the operational Requirements necessary for the migration of operation from the Contractor to the new contractor.
278	The Contractor shall update the End of Agreement Transition Plan no more than six (6) months prior to the transition date.
279	The Contractor shall provide sufficient experienced personnel in each division/element of Work during the entire transition period to ensure the quality of services is maintained at the levels required.
280	The Contractor shall provide sufficient staff to help the successor maintain the continuity and consistency of the services required.
281	The Contractor shall provide the necessary Software and BOS support services to assist the successor in setting up the systems, transferring of appropriate licenses and third-party Software and transitioning all BOS data (including third party data) required to sustain uninterrupted service in areas in which the Contractor is responsible for the Work. For example, accounts and violations in collections.
282	The Contractor shall support the Authority during the procurement process by updating all system documentation and providing new documentation as required that details the current system.
283	Within the End of Agreement Transition Plan, the Contractor shall provide descriptions of the Equipment, leases and licenses that are available for purchase and transfer to the Authority as part of the End of Agreement Transition.
284	The Contractor shall not prevent the successor from conducting interviews with Contractor employees outside of normal business hours in a manner that will not disrupt current operations.
285	The Contractor shall not prevent employees from changing their employment to the successor if the employees wish to do so.
286	The Contractor shall provide for the orderly transition of the facilities, Equipment, materials, documents, inventory and work in progress to the successor.

7. TESTING REQUIREMENTS

7.1. General

The Contractor shall provide the full range of test planning, testing design and services required to ensure the BOS adheres to the Requirements. The BOS testing regimen shall take place during the implementation period identified in the Approved Baseline Implementation Schedule and shall follow the Master Test Plan and Individual Test Plan.

The Authority requires that configuration changes be treated as equivalent to Software development changes within the testing process. Wherever possible, the Authority requires that the Contractor implement testing processes which are automated and efficient.

The Requirements described in this section detail the labor, materials, facility and support services necessary to test the BOS for functionality and performance, its integration to all Third-Party Service Provider.

287	The Contractor shall prepare and conduct the various tests in conformance with the Master Test Plan and applicable individual test plans.
288	<p>The Contractor shall prepare and conduct the various tests (outlined for reference immediately below and with detailed Requirements in subsequent sections), including but not limited to:</p> <ul style="list-style-type: none"> • Unit Testing; • System Integration Testing; • User Acceptance Testing; • On-site Installation and Commissioning Testing and • Operational and Acceptance Testing.
289	<p>The Contractor shall develop test scripts for Authority approval and use specialized automated testing Software, wherever possible, to, including but not limited to:</p> <ul style="list-style-type: none"> • create test scripts; • create use cases with pre-defined input and output; • control the automated testing; • exercise all conditions, configurations and scenarios; • conduct performance testing; • conduct security and PCI testing; • conduct regression testing; • compare actual test outcomes to expected outcomes; • test reporting;

	<ul style="list-style-type: none"> • conduct load testing;
	<ul style="list-style-type: none"> • conduct user Interface testing and
	<ul style="list-style-type: none"> • conduct sustained operational testing.
290	The Contractor shall make the BOS available for use by the Authority in testing the readiness of the CSC Operations staff during operating hours and as necessary during the testing period.
291	The Contractor shall provide all necessary resources and facilities to conduct all tests.
292	During the Implementation Phase, the Contractor shall provide an "online commercial Software" defect tracking system, accessible by the Authority via browser-based internet, to document and track all defects identified as part of BOS testing and any subsequent actions taken to correct those defects.
293	The Authority's Approval of any aspect of testing shall not relieve the Contractor of its responsibility to meet all Requirements.
294	The defect tracking system shall be capable of the following, including but not limited to:
	<ul style="list-style-type: none"> • rating (severity) defects;
	<ul style="list-style-type: none"> • categorizing defects;
	<ul style="list-style-type: none"> • prioritizing defects;
	<ul style="list-style-type: none"> • logging the date/time the defect was reported;
	<ul style="list-style-type: none"> • the user who reported the defect;
	<ul style="list-style-type: none"> • the erroneous behavior;
	<ul style="list-style-type: none"> • the details on how to reproduce the defect;
	<ul style="list-style-type: none"> • the developers who worked on the defect;
	<ul style="list-style-type: none"> • life-cycle tracking and
	<ul style="list-style-type: none"> • reporting.

7.1.1. Testing Sequence and Logistics

295	The Contractor shall obtain Approval from the Authority and shall have met the entry conditions prior to start of each test, including but not limited to:
	<ul style="list-style-type: none"> • Approval of all predecessor tests;
	<ul style="list-style-type: none"> • Approved test procedures for each individual test;
	<ul style="list-style-type: none"> • Approved test schedule;

	<ul style="list-style-type: none"> • Approved inventory of test cases and scripts;
	<ul style="list-style-type: none"> • successful closeout of all outstanding pre-test issues;
	<ul style="list-style-type: none"> • successful dry run testing with results provided to the Authority;
	<ul style="list-style-type: none"> • test data set is created and loaded into test environment;
	<ul style="list-style-type: none"> • submittal of the latest Approved version of the RTM showing test validation against the Requirements and
	<ul style="list-style-type: none"> • site and BOS are ready to test.
296	After the completion of each test, the Contractor shall submit for the Authority’s review and Approval a test report that documents the results of the test.
297	The test report shall include the results of the test; any anomalies and issues identified; comments provided by the Authority; the test data and the corrective action/resolution of each item, and the results of any re-tests necessary to successfully complete each testing phase.
298	The Contractor shall facilitate and support the Authority’s participation in the testing and witness each test. The Contractor shall provide the Authority with full access to the test data and results of the test.
299	Testing shall not be considered complete by the Authority until all anomalies and “punch-list” items are closed-out, and the final test report is Approved by the Authority.

7.2. Required Tests

7.2.1. Unit Testing

Unit Testing is defined as a Software testing method by which individual units of source code, sets of one or more computer program Modules together with associated control data, usage procedures, and operating procedures, are tested to determine whether they are fit for use. A unit could be an entire Module, but it is more commonly an individual function or procedure. Unit Testing is the first level of testing and is performed prior to System Integration Testing.

300	The Contractor shall conduct Unit Testing, including but not limited to:
	<ul style="list-style-type: none"> • testing for all functional elements of the BOS for conformance with the Requirements, Approved design and Business Rules;
	<ul style="list-style-type: none"> • testing of 100% of all BOS components and negative testing for controlled systems features;
	<ul style="list-style-type: none"> • testing using actual data generated by the ETTM System Contractor and simulated data as needed;
	<ul style="list-style-type: none"> • testing with Third Party Service Provider and Interoperable Agencies test environment;

	<ul style="list-style-type: none"> • testing each Module of the BOS application Software for compliance to coding standards related to screen validations, web navigation, configuration changes, PMMS including all errors, exceptions and failures, backend programs and processes (using simulated data);
	<ul style="list-style-type: none"> • testing the desktop computer Interfaces and all peripherals;
	<ul style="list-style-type: none"> • testing of user roles and security elements;
	<ul style="list-style-type: none"> • all necessary Hardware and Software for the test;
	<ul style="list-style-type: none"> • all necessary personnel for the test and
	<ul style="list-style-type: none"> • updated RTM, SDDD, Operations Plan and Business Rules so functionality can be reconciled to the documentation.

7.2.2. System Integration Testing (SIT)

System Integration Testing (SIT), or end-to-end testing, is defined as a type of Software testing that seeks to validate the Interfaces between individual components and the completely integrated BOS meets its Requirements. The Contractor shall conduct SIT, compressing logical days to accommodate process escalation and transaction/trip and Violation aging. Multiple testing cycles may be executed depending on defects found and their severity. The Contractor shall also conduct load/performance testing as part of the SIT

301	The Contractor shall be responsible for creating test data as an entry criteria for the SIT. It is anticipated that significant test data will be required and will be defined in the test plan.
302	The Contractor shall conduct SIT which shall include end-to-end Integration Testing, Interface testing, security testing, performance/load testing.
303	In the event Third-Party Service Providers and Interoperable Agency test environment systems are not available, the Contractor shall test using simulated Interfaces and data to validate the data exchange.
304	The Contractor shall use the most newly provided, developed or updated ICDs for all Interfaces and portals.
305	<p>The Contractor shall conduct SIT, including but not limited to:</p> <ul style="list-style-type: none"> • testing all functional elements of the BOS using the procedures for Software integration testing, including the end-to-end testing from receipt of transactions/trips through Posting to the accounts and Violation processing; • reports testing using created data, simulated and keyed-in data; • verification and validation that the various BOS environments are operating per the Requirements;

<ul style="list-style-type: none"> • load/performance testing of the entire BOS in terms of user access, including internal and external users on all channels (for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR);
<ul style="list-style-type: none"> • load/performance testing of the entire BOS in terms of transaction/trip processing;
<ul style="list-style-type: none"> • full Disaster Recovery failover testing;
<ul style="list-style-type: none"> • full Disaster Recovery failover recovery (back to primary BOS) testing;
<ul style="list-style-type: none"> • validation of all Performance Measures;
<ul style="list-style-type: none"> • adherence to the Security Standards;
<ul style="list-style-type: none"> • archiving and purging process testing;
<ul style="list-style-type: none"> • comprehensive PMMS testing;
<ul style="list-style-type: none"> • testing using actual data, generated real-time (as if in a real, live production environment) by the ETTM System Contractor;
<ul style="list-style-type: none"> • all Interface test scripts and documentation required to confirm that the Interfaces are operating properly;
<ul style="list-style-type: none"> • testing, as directed by the Authority, connecting to test environment systems provided by the Authority, Third-Party Service Providers and Interoperable Agencies (if available);
<ul style="list-style-type: none"> • exception testing;
<ul style="list-style-type: none"> • testing the desktop computer Interfaces and all peripherals and
<ul style="list-style-type: none"> • sustained operations test.

7.2.3. User Acceptance Testing

User Acceptance Testing (UAT) is defined as the testing phase where actual BOS users test the system to validate the operation of the BOS in, according to Requirement, designs, and specifications.

306	The Contractor shall provide all needed support for UAT to include providing environments, provisioning/aging system, running batch jobs, and developing test scripts using use cases.
307	The Contractor shall provide a UAT environment that is production like and separate from other test environments.
308	Ten (10) Business Days prior to the commencement of UAT, the Contractor shall train staff from the Authority and the CSC Operations test team selected to perform UAT.
309	The Contractor shall provide all UAT testers with access to BOS test scripts.
310	The Contractor shall provide test data for UAT that is an extraction and sub-set of production data.

311	During UAT, the Contractor shall develop and retest necessary revisions identified by users during the testing process.
312	The Contractor shall provide technical personnel to support UAT.

7.2.4. Regression Testing

Regression testing is defined as a type of Software testing that verifies that Software previously developed and tested still performs correctly even after it was changed or Interfaced with other Software.

313	The Contractor shall conduct regression testing is to ensure that software changes have not introduced new faults and to determine whether a change in one part of the Software affects other parts of the Software.
314	The Contractor shall conduct regression testing in a Contractor-provided test environment prior to each Software release.

7.2.5. On-site Installation and Commissioning Testing, Mobilization and Go-Live

Onsite Installation and Commissioning Testing is defined as a series of checks and tests to verify Equipment installation and function; BOS operation; and inter-systems operation.

315	The Contractor shall conduct Onsite Installation and Commissioning Testing using the BOS production environment including but not limited to:
	• testing that demonstrates the BOS is completely installed and operational in the production environment and the Disaster Recovery location;
	• Software and test data are loaded;
	• PCI application vulnerability testing, certification of elements not available/tested during previous testing;
	• all necessary Hardware and Software for the test;
	• testing PMMS configuration and setup;
	• testing all user roles;
	• testing of internet connectivity and speed;
	• testing the speed of the BOS while performing various functions;
	• testing of cutover to generator in the event of power failure;
• testing of phone system including IVR;	

	<ul style="list-style-type: none"> • testing of Self-Service Website and Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • all necessary personnel for the test and
	<ul style="list-style-type: none"> • updated RTM, SDDD and Business Rules so functionality can be reconciled to the documentation.
316	<p>The Contractor shall provide evidence of readiness to conduct mobilization and Go-Live at the BOS production environment, including but not limited to:</p> <ul style="list-style-type: none"> • The Contractor shall utilize the PCI Security Standards Council’s Prioritized Approach method to indicate how each PCI Requirement is being addressed. This approach shall be submitted to the Authority along with substantiating evidence for review and Approval; • the transfer of certain historical data to the BOS that may remain in the BOS and • a checklist to verify that mobilization is completed in accordance with the BOS Installation Plan and CSC Operations Mobilization Plan.
317	<p>Upon Approval of the Onsite Installation and Commissioning Testing including evidence of readiness the Contractor shall begin mobilization.</p>
318	<p>Upon verification and Approval of the Operational Readiness Demonstration and all testing the Contractor shall Go-Live.</p>

7.2.6. Commencement of Ramp-up/Customer Services

Upon Notice to Proceed for Ramp-up/Customer Services, the Contractor is notified of the Authority’s intent to Go-Live in approximately 120 days.

319	<p>The BOS shall have achieved commencement of Ramp-up/Customer Services within thirty (30) Calendar Days of the notice to proceed for Ramp-up/Customer Services.</p>
320	<p>The Contractor shall have completed the following tasks to achieve Commencement of Ramp-up/Customer Services:</p> <ul style="list-style-type: none"> • the Self-Service Website is available to facilitate full account creation and transponder ordering (actual shipping of transponders will take place closer to road opening); • the Contractor has conducted and successfully completed testing of the Self-Service Website and other functional elements required to facilitate account creation and transponder ordering; • the Contractor has gained approval of all BOS design documents; • the Contractor has gained approval for all CSC Operations, CSC Facility, mobilization and BOS system installation plans and is on schedule in executing the Approved Plans per the Approved Baseline Implementation Schedule;

	<ul style="list-style-type: none"> • system support is operational and monitoring the operational components of the BOS and
	<ul style="list-style-type: none"> • Software support is operational and available to support the operational components of the BOS.

7.2.7. Operational and Acceptance Testing

Operational and Acceptance Testing is defined as a test focused on the readiness of the BOS to be supported, and/or to become part of the production environment.

321	<p>Following Go-Live, the Contractor shall conduct Operational and Acceptance Testing on the BOS production environment in live operations that provides the following, including but not limited to:</p> <ul style="list-style-type: none"> • verification that the Contractor (including the BOS) is compliant with Commencement of Ramp-up/Customer Services; • verification that the BOS is in conformance with the Requirements for a period of sixty (60) consecutive days, onsite in the BOS production environment; • successful access of images from the ETTM System and receipt of the trip/transactions; • reconciliation of all BOS data, transactional and Financial Transactions for a period of sixty (60) consecutive days to verify all data and accounts are being properly processed, reported on and reconciled; • reconciliation of all transaction/trip and image workflows and filters to verify all transactions/trips and images are being properly processed through the BOS; • reconciliation of all electronic Interfaces and portals, including Third-Party Service Providers and Interoperable Agencies; • reconciliation of all account Postings, Financial Transactions, events, etc., to account history entries; • reconciliation of all Financial Accounts in the BOS for two (2) monthly financial periods; • archiving and purging process testing; • disaster recovery testing; • verification of PMMS operations; • adherence to required financial audit and reconciliation Requirements and • adherence to required BOS Performance Measures and reporting.
322	<p>The Contractor shall identify all anomalies and categorize by severity and priority, and all anomalies shall be addressed to the satisfaction of the Authority.</p>

323	If anomalies are identified that are a high severity and high priority during the testing period, the Operational and Acceptance Testing for those functions and any other impacted functions or test areas shall be restarted and shall continue for sixty (60) consecutive days from the day the test was restarted.
324	The Operational and Acceptance Testing shall continue until all the Requirements have been verified and validated in accordance with the MTP and detailed test procedures are completed and Approved by the Authority.

7.3. BOS Acceptance

325	Upon the successful completion and Approval of the Operational and Acceptance Testing, the closure of all punch-list items and completion and submission and Approval of all items required for phase closeout, as set forth in in the Agreement, the Contractor shall be given the Acceptance for the BOS Implementation Phase.
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8. INSTALLATION REQUIREMENTS

This section details the Requirements for the installation or enablement of the BOS at the primary and Disaster Recovery/Business Continuity sites as Approved by the Authority.

8.1. Installation Program

The Contractor shall develop and provide an installation program or provide service documentation that addresses all aspects of the installation or use of the BOS, including all installation design, submissions and coordination for a COTS based solution or service agreements for cloud-based approaches.

326	The Contractor shall be responsible for the design, procurement; installation; cabling; configuration; checklist walk-through, and testing of all Hardware, Software, Equipment, Interfaces and communications provided as part of the BOS, if required.
327	The Contractor shall install or enable the BOS at the primary site and CSC locations which meets the specifications outlined in the Requirements and the Approved BOS Installation Plan.
328	The Contractor shall install or provide the Disaster Recovery BOS and Business Continuity at a location which meets the specifications outlined in the Requirements.
329	The Contractor shall provide, install or enable and secure all communication lines required for the primary BOS facility, the Disaster Recovery and Business Continuity facilities and Authority's CSC locations.
330	The Contractor shall provide, install or enable and secure connection points to the BOS as required to accommodate access and communication with Interoperable Agencies and Third-Party Service Providers.

8.2. Compliance to Standards

331	The Contractor shall adhere to all implementation standards, applicable laws, ordinances and codes as required, including but not limited to:
	• the Security Standards;
	• those from the original Equipment manufacturer;
	• the National Electric Code (NEC);
	• the Institute of Electrical and Electronics Engineers (IEEE);
	• the Occupational Safety and Health Administration (OSHA);
	• county and city codes, as applicable and
	• the State of California, for areas including but not limited to electrical codes, seismic considerations, calibration, configuration and environmental.

8.3. Equipment Installation Requirements

The Contractor shall be responsible for installation of the BOS, including at the CSC and WICs, as described in these Requirements.

332	<p>The Equipment installation design and implementation for the BOS and CSC Operations shall include but not be limited to:</p> <ul style="list-style-type: none"> • all Contractor provided Equipment, including desktop computer environments and phone systems for two (2) permanent Authority personnel, and desktop computer environments and phone systems for an additional three (3) oversight personnel during the mobilization of the facility through Operational and Acceptance Testing; • Interface with and electronically monitor via the PMMS any Authority or Contractor provided emergency power generation at the I-405 CSC and WIC; • furnishing, installing and testing the Interfaces and connectivity between the CSC facility and the BOS; • furnishing, installing and testing the Interfaces and connectivity to the ETTM System; • validating the connectivity to all Interoperable Agencies as described in these Requirements and • validating the connectivity to all external Interfaces to Third-Party Service Providers as described in these Requirements.
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8.4. Implementation Checklist Review and Check-off

The Contractor shall complete all implementation activities and Approved Contract Deliverables Requirements prior to the Go-Live date established by the Authority.

333	The Contractor shall develop a checklist that tracks the progress and completion of all implementation activities for the BOS, CSC Operations and Disaster Recovery.
334	The checklist shall detail those items required to complete the implementation process for all Hardware, Software, Equipment, Interfaces and communications provided as part of the BOS, including terminations and connections.
335	The checklist shall be used to identify all discrepancies and exceptions, and the Contractor shall be responsible for all corrections.
336	The checklist shall be used to document all changes identified, and all such changes shall be Approved by the Authority.
337	A representative(s) from the Authority shall have the right to observe and Approve the implementation.
338	The Authority shall have the right to perform independent inspections, and the Contractor shall be responsible for the correction of all discrepancies and deficiencies identified during the inspection.

339	A copy of the checklist, signed and Approved by the Contractor, attesting to the completeness of the implementation, shall be provided to the Authority upon the completion of the implementation activities.
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9. GENERAL MAINTENANCE AND SOFTWARE SUPPORT SERVICES REQUIREMENTS

9.1. Operations and Maintenance Meetings

9.1.1. Monthly Performance Review Meetings and Reporting

The Contractor shall conduct Monthly BOS Performance Review Meetings with the Authority. These meetings shall provide the Authority with a detailed understanding and review of the Contractor's and the BOS's performance for purposes of receiving guidance from the Authority, Authority oversight, work planning and invoicing.

340	The Contractor shall manage, facilitate and conduct Monthly BOS Performance Review Meetings with the Authority throughout the Operations and Maintenance Phase. At a minimum, the Project Manager (Implementation Phase), Project Manager (Operations and Maintenance Phase), Software Development Manager and a Contractor's CSC Operations Manager (in-person) shall attend these meetings.
341	The Contractor shall schedule and conduct the Monthly BOS Performance Review Meeting with the Authority to occur no more than one (1) week after the submission of a Monthly BOS Report package by the Contractor.
342	Performance reviews, including the provision of all required performance reporting, shall be provided by the Contractor to the Authority beginning one (1) month after Go-Live for the previous month. Any trip volume fee adjustments associated with non-performance shall not be assessed until the fourth month following Go-Live, for the previous (third) month's performance; however, this does not relieve the Contractor of required performance prior to the third month and shall not constitute a waiver of any Authority rights or remedies under the Agreement in this regard.
343	The Contractor shall ensure all issues are addressed and resolved or are placed on the action item list and scheduled for resolution.
344	In addition to other invoicing and payment Requirements, the Contractor shall provide the required monthly performance reports to the Authority, including all required information demonstrating actual performance relative to the Requirements, before an invoice shall be considered for payment. The monthly performance reports structure shall be identified in the Maintenance Plan.

9.1.2. Monthly BOS and Operations Coordination Meetings

During the Operations and Maintenance Phase, the Contractor shall conduct bi-weekly meetings to coordinate the ongoing operation of the CSC. The Contractor shall be responsible for scheduling these meetings and topics for the meeting shall come from the Contractor; the Authority may provide additional topics. The Authority may attend these meetings at its discretion.

345	The Contractor shall manage, facilitate and conduct the Monthly BOS and Operations Coordination Meetings with the Authority during the Operations and Maintenance Phase in order to understand and prepare for supporting the resolution of BOS-related and Toll Facility related issues and other activities which will affect the CSC Operations.
346	During the Monthly BOS and Operations Coordination Meetings, the Contractor shall address BOS and operational topics for which input is needed from the Authority, including but not limited to reviewing the Contractor’s defect tracking report and prioritizing fixes; coordinating Upgrades and Enhancements Approved by the Change Control Board (CCB); reviewing Security Standards and compliance; coordination of scheduled BOS downtime; resolving issues related to personnel and reviewing the Contractor’s CSC and WIC support.
347	The Contractor shall identify all known BOS and operational issues and required discussion topics and provide them to the Authority in advance of the meeting and update the agenda again just prior to the meeting.

9.1.3. Weekly Coordination and Status Meeting with the ETTM System Contractor

During the Operations and Maintenance Phase, there will be a series of working meetings between the Contractor and the ETTM System Contractor to provide details on new and open issues and work through possible solutions. The Contractor shall be responsible for coordinating and scheduling these meetings and topics for the meeting shall come from the Contractor, the ETTM System Contractor and the Authority.

348	The Contractor shall manage, facilitate and conduct the Weekly Coordination and Status Meeting with the ETTM System Contractor. These meetings shall be for the purpose of coordination on all new and ongoing issues. The Authority shall be invited to attend these meetings.
349	During the Weekly Coordination and Status Meetings, the ETTM System Contractor shall review the accuracy and sufficiency of reports, review any discrepancies, and to coordinate any changes to the BOS or ETTM System (such as, bug fixes, Upgrades and Enhancement).
350	The Contractor shall identify all known BOS, ETTM System and operational issues and required discussion topics and provide them to all attendees and the Authority in advance of the meeting and update the agenda again just prior to the meeting.

9.1.4. Change Control Board Meetings

During the Operations and Maintenance Phase, the Contractor shall conduct the CCB Meetings. The Contractor shall be responsible for conducting and scheduling these meetings in accordance with the Authority developed change control process.

351	The Contractor shall manage, facilitate and conduct CCB Meetings with the Authority (meeting may be combined with the ETTM System Contractor CCB meeting at the Authority’s discretion) on an as-needed basis. These meetings shall be for the purpose of providing status, reviewing, Approving and prioritizing BOS changes (such as, Software enhancements, Software Upgrades, Hardware Upgrades, major bug fixes) and operations changes (such as, policies, Business Rules, operational procedures, phone scripts, and staffing).
352	The Contractor shall solicit and identify all known statuses and input from the Authority regarding the CCB and provide them to all attendees and the Authority in advance of the meeting and in accordance with the Authority’s change control process.

9.2. Safety

353	The Contractor shall adhere to all applicable safety standards and guidelines for working on or around energized equipment, including but not limited to the following:
	<ul style="list-style-type: none"> • The Authority’s safety procedures and guidelines; • local code; • State of California, code, standards, safety procedures and guidelines; • Occupational Safety and Health Administration (OSHA); • National Electrical Manufacturers Association (NEMA) and • National Electrical Code (NEC).

10. CONTRACT DELIVERABLES REQUIREMENTS LIST

The following table identifies the Deliverables/Submittals which shall be required for this Project. This table is provided for convenience only; it is the Contractor's responsibility to meet all Requirements.

CDRL ID	CDRL Name
1.	Project Management Plan (including Baseline Implementation Schedule)
2.	Quality Plan
3.	Software Development Plan
4.	Requirements Traceability Matrix
5.	System Detailed Design Documents
6.	Implementation Plan and Related Documentation
7.	Disaster Recovery Plan
8.	Business Continuity Plan
9.	BOS Installation Plan
10.	CSC Operations and Facility Mobilization Plan
11.	End of Agreement Transition Plan
12.	Operations Plan
13.	Standard Operating Procedures (including BOS and CSC Operations)
14.	Staffing and Human Resources Management Plan
15.	Reporting and Reconciliation Plan
16.	Training Plan
17.	Maintenance Plans (including System Maintenance Plan and Software Maintenance Plan)
18.	Third-Party Documentation
19.	Manuals
20.	As-Built Documentation
21.	Master Test Plan
22.	Unit Test Plan
23.	System Integration Test Plan
24.	User Acceptance Test Plan
25.	Full Software Integration Testing Documentation (includes Approval of all associated updated documents: SDDD, Requirements Traceability Matrix and Business Rules documents)
26.	Onsite Installation and Commissioning Test Plan

CDRL ID	CDRL Name
27.	Operational and Acceptance Test Plan
28.	Training Materials and Manuals

Exhibit B

Volume II: BOS Technology and Functionality

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1. STATEMENT OF WORK AND REQUIREMENTS

The following subsections describe the Statement of Work and the Requirements for the Back Office System (BOS). These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and required database fields. The intent of these “including but not limited to” lists is to indicate to the proposer the intent and scope of the Requirement. During design, the naming and number of items and fields will vary; however, all items and fields shall be addresses by the BOS unless the Contractor is formally relieved of the Requirement by the Authority.

1.1. Global System Requirements

The global System Requirements define the overarching Requirements for the Hardware, Software and system comprising the production and non-production environments of the BOS.

The Contractor is encouraged to provide innovative solutions that simplify Maintenance, security and the implementation of Upgrades and Enhancements. The Contractor is permitted to use cloud-based and/or premise-based solutions. During the Operations and Maintenance Phase, the entire technical solution and all Third-Party Service Providers must reside and perform the services within the continental United States.

The Contractor will be responsible for acquiring and maintaining the applicable Payment Card Industry (PCI) Standards Security Council Level based on the quantity and value of Credit Card transactions processed. The global System Requirements include Requirements for securing PII in accordance with California statutes, the Authority’s privacy policy and National Institute of Standards and Technology (NIST) best practices for general information security.

Connecting the BOS to the Electronic Toll and Traffic Management (ETTM) System, Interoperable Agencies inside and outside California and to Third-Party Service Providers requires a wide variety of external Interfaces. Providing for these Interfaces will require the Contractor to use existing Interface Control Documents (ICD) when applicable and develop new/more modern Interfaces at the Authority’s direction.

Although the initial implementation of the BOS will directly support OCTA’s I-405 Toll Facility, the BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily Configured to support these potential additional Toll Facilities.

A BOS-provided Performance Management and Monitoring System (PMMS) shall monitor the performance of the BOS and provide incident and work order management capabilities and data points for measuring the Contractor’s Operations and Maintenance Phase performance as further detailed in the Maintenance and Software Support Services section of these Requirements.

1.1.1. Environments

The BOS shall include multiple environments as required to complete the design, development, integration, testing, delivery and Acceptance of the BOS and properly operate during the Operations and Maintenance Phase. It is the Contractor’s responsibility to provide additional Authority-Approved environments should the ones listed herein be insufficient for the Contractor to deliver the appropriate solution.

1	<p>The operating environment of the BOS shall include, but not be limited to:</p> <ul style="list-style-type: none"> • the primary BOS; • a secondary instance of the BOS to be used for Disaster Recovery (DR) and to support Business Continuity; • telephony system; • the Interactive Voice Response (IVR); • Automatic Call Distribution (ACD); • systems for all servicing all channels of customer communication; • Desktop Environments installed at the I-405 CSC and WIC Facility; • all necessary and required office Equipment (for example, printers, copiers and postage machines); • Desktop Environments and telephony systems for two (2) permanent Authority offices throughout the Term of the Agreement. The telephony systems and Desktop Environments shall include full BOS access and supervisory/manager capabilities related to all customer service communication channels and CSR monitoring applications, and one (1) shared private printer for Authority use; • Desktop Environments and telephony systems for three (3) additional temporary Authority offices/cubicles during mobilization of the Facility and throughout Operational and Acceptance Testing. The telephony systems and Desktop Environments shall include full BOS access and one (1) Desktop Environment and phone system shall include supervisory/manager capabilities related to all customer service communication channels and CSR monitoring applications (in addition to the two (2) permanent Authority offices Desktop Environments and telephony systems); • initial setup, security, and Interface of the I-405 BOS application on desktop computers and peripherals at the OCTA Store WIC (desktop computers and peripherals at the OCTA Store WIC are provided by the Authority); • all network and communications elements; • all required Interfaces and • a data warehouse (Phase II and optional).
2	<p>The primary BOS server environment shall be located at one or a combination of the following locations:</p> <ul style="list-style-type: none"> • hosted at a Tier 3 data center facility and • hosted on a well-established cloud service provider.

3	The primary BOS server environment shall have a dedicated infrastructure such that while hosted at a Tier 3 data center facility or by a well-established cloud service provider, the Authority's dedicated BOS application shall run on dedicated virtual machines and/or containers such that only upgrades to the data center/cloud infrastructure and the Authority's BOS application would potentially affect the uptime of the BOS and there is no possibility of functional or infrastructure upgrades required to service other toll customer's applications would cause any downtime or affect the BOS in any way.
4	The Contractor shall ensure the BOS is fully operational in accordance with the Performance Measures described in these Requirements, for the Implementation and Operations and Maintenance Phases.
5	<p>The Contractor shall provide all computing environments required to achieve Commencement of Ramp-up/Customer Services, including but not limited to:</p> <ul style="list-style-type: none"> • a production environment located within the continental United States and • a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent;
6	<p>The Contractor shall provide all computing environments required to sustain the day-to-day operations of the BOS by the Go-Live date, including but not limited to:</p> <ul style="list-style-type: none"> • a production environment located within the continental United States; • a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent; • a training environment located at the CSC location; • a test environment and • a development environment.
7	During both the Implementation Phase and the Operations and Maintenance Phase, the Contractor shall not allow any Authority data or customer PII outside of the U.S. Individuals and entities outside of the U.S. shall only have access to the development environment and shall not have access to customer PII.
8	The Authority shall have logon access to all BOS environments.
9	The Contractor shall keep all BOS environments current with all major releases of operating systems, databases, Software and firmware. Releases shall not be more than one (1) release behind the manufacturer's latest major release unless Approved by the Authority. The Contractor shall also make the necessary Software changes required to ensure compatibility with the evolving IT environment.

10	With the exception of the development and test environments, which may change as part of testing and development cycles, the Contractor shall keep operating systems, databases, Software and firmware consistent across all environments, including, but not limited to configuration and patch level. At least one development and one test environment shall mirror the current production environment at all times during the Operations and Maintenance Phase.
11	The test environment shall be sufficiently sized to successfully test Software changes and their effect on the production environment, including load and stress testing.

1.1.1.1. *Operating and Computing Environments - Production*

The Contractor is expected to provide a BOS solution that is a dedicated, hosted and/or cloud-based system and as such should provide for the following operating and computing environment Requirements for production.

12	The BOS production environment shall use new Hardware and Equipment for any Equipment installed on-premise at Authority’s facilities or at a hosting facility.
13	The BOS production environment shall be a high availability fault-tolerant design configuration of servers, storage, databases and backup systems and connected using high-speed inter-system storage and networking fabric, including any ancillary Equipment necessary to provide a complete production system which meets the Requirements.
14	In the event of a complete failure of one or more of the components or sub-systems in the BOS production environment, affected components or sub-systems shall failover to the secondary BOS at the DR site. Performance and availability Requirements for the individual components and sub-systems of the BOS shall not be affected.
15	The design and implementation of the BOS production environment shall ensure no single-point-of-failure exists within the configuration and the BOS shall continue to operate without data loss in the event any single component of the configuration fails.
16	The operating system used for all servers shall be a multi-user and multi-tasking operating system from a manufacturer that is widely recognized and used in the United States for complex, high-volume database operations.
17	The operating system shall be compatible with all Hardware, Software and other BOS components for the duration of the Operations and Maintenance Phase, including but not limited to: <ul style="list-style-type: none"> • the Relational Database Management System (RDBMS); • the Contractor’s application Software; • the Contractor’s proposed network and communications topology and • all Desktop Environments and peripherals defined in these Requirements.
18	The operating system shall fully utilize the high availability BOS server architecture.

19	The operating system shall be the latest stable version at the time of implementation (unless otherwise Approved by the Authority), field-proven and have a clearly documented Upgrade path and be supported by the manufacturer.
20	The Contractor shall provide a highly reliable and secure RDBMS for the storage of images, user accounts, transaction/trip data, Violation data and all other data.
21	The RDBMS shall be the latest version at the time of implementation (unless otherwise Approved by the Authority and field-proven to operate in a complex, high-volume transaction environment.
22	The RDBMS shall be certified with the operating system, appropriate application Software and shall fully utilize the high availability BOS server architecture.
23	The RDBMS shall support Upgrades to the operating system, applications, memory, processors and other components.
24	The RDBMS shall have a clearly documented Upgrade path and be supported by the manufacturer.

1.1.1.2. Operating and Computing Environments – Disaster Recovery (DR)

25	For DR purposes the Contractor shall provide a DR computing environment of equivalent size and capabilities to the primary BOS, at a secondary location within the continental United States and in a different time zone from the primary BOS.
26	The DR environment configuration shall continuously mimic the BOS production environment in terms of configuration and data and shall be capable of performing all functions of the production environment, at the same performance and availability levels described in these Requirements for the primary BOS.
27	When put into production, the bandwidth provided to the DR site shall provide for the same performance and reduction of latency as the production BOS for both customers and CSC Operations staff.
28	The DR environment at the DR site shall be capable of being brought on-line and made fully operational in accordance with the Performance Measures.
29	In the event of a catastrophic failure of the primary BOS, the secondary BOS at the DR site shall be capable of sustaining BOS operations indefinitely, or until such time as the primary BOS can be brought back on-line or a new primary site is identified and made fully operational.
30	The Contractor shall provide validation that the DR procedures and environment is capable of providing Business Continuity in the event of a catastrophic failure of the primary BOS. This testing shall be coordinated with the Authority and all the results shall be immediately provided to the Authority.
31	The DR server environment shall be located at one or a combination of the following locations: <ul style="list-style-type: none"> • a Tier 2 data center facility and

	<ul style="list-style-type: none"> • a well-established cloud service provider.
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1.1.1.3. Operating and Computing Environments – Data Warehouse (Phase II and Optional)

The data warehouse provides for the running of data analytics (Business Intelligence) reporting. It also allows the Authority to either directly or upon request to the Contractor, query data and run reports without having to compete for production reporting resources. The data warehouse environment stores all required data (to be defined during the Implementation Phase) from the BOS.

32	The Contractor shall provide, as part of the production environment, a separate data warehouse environment for business intelligence and analytics reporting.
33	The data warehouse shall be dedicated, and the required general reporting shall not depend on the data warehouse in any way.
34	The Contractor shall be responsible for the design and testing of the extract, transform and load (ETL) process from the BOS during the Implementation Phase and the transfer of data after Go-Live throughout the Operations and Maintenance Phase.
35	The Contractor shall provide validation that all data transferred to the data warehouse is complete and accurate.
36	The data warehouse environment shall be updated from production in near-real time.
37	The data warehouse environment shall be capable of being updated via an ETL process from the production System via a one-way replication.
38	Because the data warehouse is Phase II functionality, if the option is executed, at start-up of the data warehouse the Contractor shall extract all applicable historical data from the BOS. The design of the data warehouse database schema, ETL process and the data analytics application shall be part of a post Go-Live, Phase II task.

1.1.1.4. Operating and Computing Environments – Training

39	The Contractor shall provide a non-production training environment, independent from the production and DR environments, to support the initial and ongoing training of the CSC Operations and Authority’s personnel.
40	The training workstation environments shall be located at the CSC site unless the Contractor can submit and gain Authority’s Approval of an alternative location.
41	The training desktop environment shall replicate the production Desktop Environments, including all peripherals as dictated by the position being trained.
42	The number of training stations shall be determined by the Contractor to meet the training needs in accordance with the CSC Operations and Facility Mobilization Plan and on-going remedial and new training of personnel.

43	The Contractor shall provide the capability to restore training environment databases and to periodically refresh the training environment data from the production BOS, using data cleansing procedures Approved by the Authority.
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1.1.1.5. *Operating and Computing Environments – Test*

44	The Contractor shall maintain a BOS test environment that matches the BOS production environment configuration for the purpose of testing and verifying software Enhancements and Upgrades prior to being put into production.
45	At the Authority’s request, the Contractor shall provide access to the test environment for independent testing and verification to software Enhancements and Upgrades prior to being put into production.
46	To the extent possible, the test environment shall interface directly to Third-Party Service Providers and Interoperable Agency test and/or production systems. For example, the DMV and ROV Interfaces.

1.1.1.6. *Email, Chat, Fax and Text Messaging*

47	The Contractor shall provide the capability for manual, scheduled and system triggered outbound/inbound email (including email attachments) and texting that meets the outbound/inbound correspondence Requirements.
48	The Contractor shall provide the capability for outbound/inbound fax that meets the outbound/inbound correspondence Requirements.
49	The Contractor shall provide the capability for chat sessions that meets the Requirements.
50	The Contractor shall provide the capability for multiple outbound domain name emails to avoid spam blocks or may provide an alternative solution.
51	The Contractor shall provide the capability for Authorized Users to view system-generated status information for electronic messages (such as, email, texting or fax) that are sent from within the BOS application. For example, an Authorized User (e.g., customer service representative) verifies that email messages have been successfully sent from the BOS.

1.1.1.7. *Hardware, Software and Other Equipment*

52	The Contractor shall provide completely new Desktop Environments for all CSC Operations personnel.
53	The Contractor shall integrate with the BOS all Authority provided or procured 6c transponder readers/programmers for use in the CSC.
54	The Contractor, with the Approval and assistance of the Authority, shall procure any 6c readers/programmers required for the CSC on a cost pass-through basis.

55	<p>All Hardware and Software shall be new, commercially available products currently in production, of the latest design/version at the time of purchase (unless otherwise Approved by the Authority) and field-proven in high-volume revenue operations, including but not limited to:</p> <ul style="list-style-type: none"> • Hardware; • Software; • firmware and • other supplies, Equipment or components.
56	<p>All Hardware and Software shall be obtainable from multiple sources readily available to the Authority, unless otherwise Approved by the Authority. An exception to this may be the Contractor's custom-developed Software.</p>
57	<p>The Contractor shall provide a dated invoice for all materials procured under this Agreement. Shipping bills shall be retained and copies furnished to the Authority along with the invoice on which they appear.</p>
58	<p>All commercial Software provided as part of the BOS shall be enterprise class. Enterprise class applications are designed to be robust and scalable across a large organization and are customizable to meet the specific needs of the BOS. Note: Do not construe this to require enterprise level software licenses. It is the Contractor's responsibility to provide the proper level of software licensing.</p>
59	<p>The solution furnished and installed shall be appropriately sized for capacity, as required to support growth in traffic volumes. It also shall be scalable, allowing for additional transactions/trips, images and Toll Facilities to be added for all BOS functions while continuing to meet the Performance Measures.</p>
60	<p>The Contractor shall use field-proven Hardware, Software and Equipment configurations that support future Upgrades to processors, memory, storage, operating system, database and other system components.</p>
61	<p>Licenses and Software media (or online access for downloading media) shall be provided to the Authority for all Hardware, third-party Software and firmware procured, furnished and installed as part of the BOS.</p>
62	<p>The Contractor shall retain authorized copies (backups) for all Software media as required for use in periodic BOS Maintenance, Upgrades or system restores for a minimum of one year.</p>
63	<p>All Hardware and Equipment provided to support BOS and CSC Operations shall be networked and fully integrated with the functional BOS (including PMMS) and the Desktop Environments.</p>

64	The standard Point of Sale devices shall support Europay, MasterCard and Visa (EMV) chip integrated circuit card and contactless Near Field Communication (NFC) devices. The Contractor shall ensure compliance with EMV chip guidelines for chip card transactions and International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 18092 specifications for contactless NFC transactions.
65	Check scanners (for remote deposit capture) shall include, but not be limited to: <ul style="list-style-type: none"> • high accuracy Magnetic Ink Character Recognition (MICR) rate; • compliance with “The Check Clearing Act for the 21st Century” (Check 21); • check defacement features and • alphanumeric Optical Character Recognition (OCR) A & B font recognition.

1.1.1.8. Network, Communications, Telephony, Security and Surveillance

66	The Contractor shall provide all required network Equipment and communications lines (including all installation and recurring costs throughout the Term of the Agreement) to connect the CSC and BOS to all required users and systems with sufficient bandwidth to meet all Requirements at no additional cost to the Authority, including: <ul style="list-style-type: none"> • secure dedicated and redundant Interface connections for all BOS to CSC personnel communications; • remote Contractor personnel; • work-at-home Contractor personnel (under certain Business Continuity procedures); • secure dedicated and redundant Interface connections for all Contractor designated Third-Party Service Providers; • all Contractor provided BOS environments; • secure dedicated and redundant Interface connections for customers accessing the BOS or CSC via telephony, IVR, Self-Service Website, Self-Service Mobile Application (Phase II and optional) and all other channels; • secure dedicated and redundant Interface connection to ETTM System at 4301 W. MacArthur Blvd, Santa Ana, CA 92794; • secure dedicated and redundant Interface connections for the OCTA Store WIC location at 600 S Main St, Orange, CA 92868 via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary Equipment at the OCTA Store WIC location;
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	<ul style="list-style-type: none"> secure dedicated and redundant Interface connections for Authority’s staff locations from various locations via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary Equipment at the Authority staff locations and
	<ul style="list-style-type: none"> secure dedicated and redundant Interface connections for all Authority designated Third-Party Service Providers via secure public VPN (or other Authority Approved Interface). OCTA or others will provide all necessary Equipment at the Third-Party Service Providers locations.
67	The Contractor shall provide the telephony systems for all CSC Operations personnel at the CSC and the collocated WIC. Note: The telephony system at the OCTA Store WIC at 600 S Main St, Orange, CA 92868 will continue to be provided by OCTA.
68	As part of the Implementation Phase, the Contractor shall provide and install all network Equipment and communications as required to meet the Requirements.
69	The Contractor will assume Maintenance, administration and Upgrade of all network Equipment and communications to service the BOS and CSC throughout the Operations and Maintenance Phase.
70	The network connection to the ETTM System shall be of sufficient bandwidth to support the transfer of images, transactions/trips, Transponder Status Lists and other required files.
71	The Contractor shall increase throughput and bandwidth as needed to eliminate system latency and meet the Requirements.
72	The Contractor shall provide network monitoring Software to monitor all Contractor provided and Authority provided infrastructure, network Equipment and communications related to the BOS and CSC. All network notifications and alarms shall be reported to the PMMS.
73	The Contractor shall provide the capability for time synchronization to one or more certified time server(s). The Contractor shall provide for redundant certified time sources should the primary source be unavailable.
74	The Contractor shall ensure exact synchronization with the ETTM System.
75	The Contractor shall provide secure remote access to the full capabilities of the BOS for Authority Authorized Users working remotely.
76	The Contractor shall be responsible for ensuring that all BOS networks and communications are compliant with the Security Standards.

1.1.2. BOS Functionality

The BOS functionality Requirements begin with the design of a GUI to the BOS. Through the GUI, Authorized Users (from within the CSC) and customers (accessing via the Self-Service Website, and Self-Service Mobile Application (Phase II and optional))) will access a user account and other information within the BOS. This section of the global Requirements also includes Requirements for establishing and controlling user access to the BOS, logging and security controls and maintaining

efficient databases through regular purging and archiving of stale records in accordance with the Security Standards.

1.1.2.1. Graphical User Interface (GUI)

The GUI design must include accepted computer industry design standards for ease of readability, understanding and appropriate use of menu-driven operations, user customization and intuitive operation. The GUI should allow for efficient action by CSR or customer minimizing screens and clicks to modify.

77	The Contractor shall provide a secure, browser-based GUI for the BOS application, Self-Service Website, and all external Interfaces.
78	The Contractor shall provide for secure communications with the BOS application, all customer portals and all external Interfaces, such as Hypertext Transfer Protocol Secure (HTTPS) or similar.
79	The GUI shall adhere to accepted development standards and specifications, including but not limited to World Wide Web Consortium (W3C) and HyperText Markup Language (HTML) Version 5 or current standard.
80	The Contractor shall follow Payment Card Industry Data Security Standard (PCI DSS) and standard security practices in the design of the GUI for the BOS application, all customer portals and all external Interfaces.
81	The GUI design and development shall incorporate human factors and usability engineering and be optimized for speed, as well as provide the following controls, including but not limited to: <ul style="list-style-type: none"> • menus (such as pull down, popup, cascading, leveling, etc.); • allowing for multiple windows within the application, such as to navigate back without having to re-enter a user account; • informational messages; • positive feedback; • exception handling and error dialogs, including logging the error (in the PMMS); • control icons, links and action buttons; • data entry fields, combo boxes, check boxes; • display (read-only) fields and • general and context-specific help menus.
82	Data entry screens shall have Configurable mandatory fields that require data entry prior to continuing through the process.
83	The Contractor shall provide field-level validation and format verification upon existing data fields applicable to pre-defined formats or standards, including but not limited to:

	<ul style="list-style-type: none"> • alpha-numeric;
	<ul style="list-style-type: none"> • date;
	<ul style="list-style-type: none"> • time;
	<ul style="list-style-type: none"> • special characters;
	<ul style="list-style-type: none"> • length;
	<ul style="list-style-type: none"> • license plate number (based on individual issuing Jurisdiction rules) fields;
	<ul style="list-style-type: none"> • transponder numbers;
	<ul style="list-style-type: none"> • telephone number;
	<ul style="list-style-type: none"> • email address;
	<ul style="list-style-type: none"> • ZIP or postal codes and
	<ul style="list-style-type: none"> • check-digit, checksum, Modulus-10 or other verification algorithms for fields such as Credit Card number.
84	<p>The Contractor shall provide field-level “tooltips” or other interactive help, Configurable by the system administrator, that provide specific guidance on any field presented, including but not limited to:</p>
	<ul style="list-style-type: none"> • alpha-numeric fields;
	<ul style="list-style-type: none"> • date fields;
	<ul style="list-style-type: none"> • time fields;
	<ul style="list-style-type: none"> • special characters;
	<ul style="list-style-type: none"> • username and password;
	<ul style="list-style-type: none"> • length restrictions;
	<ul style="list-style-type: none"> • license plate number (based on individual issuing Jurisdiction rules) fields;
	<ul style="list-style-type: none"> • transponder fields;
	<ul style="list-style-type: none"> • telephone number fields;
	<ul style="list-style-type: none"> • email address fields;
	<ul style="list-style-type: none"> • ZIP or postal code fields and
	<ul style="list-style-type: none"> • Credit Card number fields.
85	<p>The Contractor shall provide the capability for Authorized Users to maintain drop-down lists, including but not limited to:</p>
	<ul style="list-style-type: none"> • add items;

	<ul style="list-style-type: none"> deactivate items;
	<ul style="list-style-type: none"> set effective activate and deactivate times;
	<ul style="list-style-type: none"> modify items;
	<ul style="list-style-type: none"> toggle item visibility on/off;
	<ul style="list-style-type: none"> set the display order;
	<ul style="list-style-type: none"> change the display order;
	<ul style="list-style-type: none"> set the default value and
	<ul style="list-style-type: none"> change the default value.

1.1.2.2. BOS Application Requirements

86	The Contractor shall provide navigation optimized for speed and with identical screen presentation and user experience, regardless of the browser used. The BOS application shall detect and advise if the browser being used is out-of-date or not supported, as well as instruct where updates can be obtained.
87	Help menu/dialogue box shall be provided for each screen, each editable field and each selectable option within each screen.
88	The Contractor shall provide workflow and application help menus that integrate seamlessly into the user interface.
89	The Contractor shall provide help menus that provide clear descriptions and walk-through procedures for all standard tasks.

1.1.2.3. User Accounts, User-Roles, User-Role Management and Controls

User account management and role management is an important component to the overall security of the solution. Authorized Users are Approved users that have role-based credentials to access the BOS as an employee of the Contractor, employee of the Authority, Third Party Service Provider, or contractor of the Authority.

90	Authorized Users shall access the BOS using an authenticated, role-based login and be uniquely identified and authenticated using a strong password policy.
91	The Contractor shall provide the capability for only privileged accounts to use tools with administrative capabilities conforming to the concept of least privilege.
92	Allow for full integration with Microsoft Active Directory (AD) or similar access system Approved by the Authority so users are not required to enter separate passwords for system access (the BOS shall prompt users for their credentials and not allow pass-through authentication), and that all rules for password security (for example, characters or rotations) are enforced and passed between the network and the application.
93	The Contractor shall provide the capability to create (Configurable) BOS user accounts.

94	The Contractor shall provide the capability to create a new user account having the same role/rights as an existing user account.
95	The Contractor shall provide the capability to allow first name, middle name and/or last name to be changed without having to create a new user account, such as to correct an error or make a change because of marriage or divorce.
96	The Contractor shall provide the capability to search for Authorized Users using Configurable criteria.
97	The Contractor shall provide the capability to track user accounts created dates and disabled dates information, since user accounts may be enabled and disabled repeatedly over a period of time (because of leaves of absence, etc.).
98	The Contractor shall provide the capability to search and view all information about a user account on a particular date and time.
99	The Contractor shall provide the capability to control all access rights within the BOS through the assignment of user-roles.
100	The BOS shall prevent the direct assignment of rights to an Authorized User, and all rights must flow from a user-role.
101	The Contractor shall provide the following user-role capabilities, including but not be limited to: <ul style="list-style-type: none"> • allow Authorized Users to belong to multiple user-roles; • allow the deactivation of a user-role, provided no active Authorized Users are assigned to that role; • ensure modifications to roles are immediately propagated through the BOS and to all Authorized Users currently assigned to the role; • prevent BOS access to users who are not assigned to a user-role and • provide a built-in “read-only” capability that can be added to any user-role, allowing user accounts assigned to that role to view information on the screen and print reports (but not make changes).
102	The Contractor shall provide the capability for an Authorized User to view the summary of permissions of a user created with multiple user-roles.
103	The Contractor shall provide the capability for Authorized Users to manage user-roles, including but not limited to: <ul style="list-style-type: none"> • create new user-roles; • change access rights; • assign and un-assign user-roles to user accounts; • assign and un-assign user accounts to user-roles;

	<ul style="list-style-type: none"> • adjust user-roles and
	<ul style="list-style-type: none"> • deactivate user-roles.
104	<p>The Contractor shall provide the capability for Authorized Users to manage multiple levels of access control based on user-roles, including but not limited to:</p>
	<ul style="list-style-type: none"> • broad functional level, for example, user-role X is denied access to the user account management functionality;
	<ul style="list-style-type: none"> • detailed functional level, for example, user-role Y is allowed access to the user account management functionality but denied access to close user accounts function and
	<ul style="list-style-type: none"> • field level, for example, user-role Z is allowed access to the user account management functionality but denied access to the tax-exempt checkbox.
105	<p>The Contractor shall provide the capability for Authorized Users to deny/allow access or allow read-only access, based on user-roles, including but not be limited to:</p>
	<ul style="list-style-type: none"> • specific menus;
	<ul style="list-style-type: none"> • specific items on a drop-down list;
	<ul style="list-style-type: none"> • specific individual screens;
	<ul style="list-style-type: none"> • specific functions on a screen;
	<ul style="list-style-type: none"> • specific fields within a specific screen;
	<ul style="list-style-type: none"> • specific types of transactions/trips;
	<ul style="list-style-type: none"> • specific processes;
	<ul style="list-style-type: none"> • specific reports;
	<ul style="list-style-type: none"> • specific activities based on account status;
	<ul style="list-style-type: none"> • specific search capabilities;
	<ul style="list-style-type: none"> • specific transaction/trip approval privileges;
	<ul style="list-style-type: none"> • specific workstation location access;
	<ul style="list-style-type: none"> • specific workstation time restrictions and
	<ul style="list-style-type: none"> • specific time restrictions.
106	<p>The Contractor shall provide the capability to configure Flags as part of a user role definition, so they can be viewed based on user-roles.</p>
107	<p>The Contractor shall provide the capability to send Alerts to the PMMS for logging and notification based on the assignment/removal of a specific user-role (Configurable as new user-roles are created).</p>

108	The Contractor shall provide the capability to search for all Authorized Users with a specific role and all user accounts with a specific access right.
109	The Contractor shall provide the capability to search and report on user-roles for a particular date, distinguishing between an active user account (able to access information according to its roles) an inactive user account (temporarily unable to access information because of a locked password or expired from lack of use) and a disabled user account (a user account no longer able to access information because of the intervention of an Authorized User).
110	The BOS shall keep a full history of all user-role details with effective dates so the exact rights for a particular user-role can be viewed by Authorized Users at any point in time.

1.1.2.4. Logging Mechanisms

These mechanisms provide chronological recording of system events and user account activities. They also document the sequence of activities that have been affected at any time during a specific operation, procedure or event.

111	The Contractor shall provide comprehensive, system-wide logging capabilities ensuring every change to a BOS record of any type is logged with a date/time stamp, including the Authorized User (and IP address) that made the change.
112	The Contractor shall ensure that system clocks are synchronized. For example, Desktop Environments, Equipment, servers, physical security systems and CSC Surveillance CCTV systems.
113	The Contractor shall provide the capability to log all changes to user accounts.
114	The Contractor shall provide the capability to log all changes to the Processing Exception List.
115	The Contractor shall provide BOS reports, including but not limited to: <ul style="list-style-type: none"> • reports of logged activity by activity type and • reports of logged activity by user accounts.
116	The Contractor shall create a log when a user-role is assigned, changed or removed from a user account.
117	The Contractor shall provide screens so Authorized Users can view all log files.
118	The Contractor shall provide the capability to log and track all user activities and user accounts viewed by specific user account with date, time stamp, and workstation location.
119	The Contractor shall provide Configurable Alerts to the PMMS for all functions of the BOS which are logged.
120	The Contractor shall provide logging that includes actions taken within a user account with date and time stamp.

121	The Contractor shall provide logging of all changes (view, add, delete, modify) to Credit Card information.
122	The Contractor shall provide logging of all user login attempts, including but not limited to: <ul style="list-style-type: none"> • username; • originating Internet Protocol (IP) address; • date; • time and • success/failure.
123	The Contractor shall provide logging of all customer login attempts, including but not limited to: <ul style="list-style-type: none"> • Uniform Resource Locator (URL); • user account; • browser/platform including version number; • originating IP address; • date; • time and • success/failure.
124	The Contractor shall provide audit logging capabilities that provides the ability for view access by CSR and/or by account to have the review of users that have accessed the account or Case even if no changes have been logged.
125	The Contractor shall create a log of all changes to system configurations or settings and record the user name, date, time and IP address from which the change was made.
126	The Contractor shall be in compliance with all PCI DSS logging requirements while preventing any logging of Credit Card numbers or card verification value data, including debugging and error logs.
127	The Contractor shall be in compliance with all PII logging requirements while preventing any logging of PII data, including in debugging and error logs.
128	The Contractor shall provide the capability to generate an Alert to the PMMS when debugging logs are turned on within the production environment.
129	The Contractor shall prevent tampering with log file data.
130	The Contractor shall provide the capability to log and track changes to applications, databases and operating systems.

1.1.2.5. BOS Security Standards, PCI-DSS, PII and Best Practices

The Contractor shall provide security and access controls in accordance with the Security Standards. These Security Standards will evolve as standards, best practices and California statutes evolve over the Term of the Agreement.

131	<p>The Contractor’s approach to BOS and user security shall continually provide adherence to the latest specifications, publications, policies and standards, including but not be limited to:</p> <ul style="list-style-type: none"> • compliance with PCI DSS; • protecting the confidentiality of PII in accordance with the Authority’s privacy policy; • protecting the confidentiality of PII in accordance with Section 31490 of the Streets and Highways Code and other applicable California statutes; • protecting the confidentiality of PII in accordance with the recommendations in publication 800-122 from the National Institute of Standards and Technology (NIST) or subsequent versions; • protecting the confidentiality of PII in accordance with California Consumer Privacy Act (CCPA); • protecting the confidentiality of PII in accordance with California Online Privacy Protection Act (CalOPPA); • encryption of data in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices; • protecting the confidentiality of PII in accordance with the California Civil Code Section 1747.08.; • account for information security management risk as described by NIST Cybersecurity Framework special publication 800-39; • conformance to applicable best practices for information security management as described by the ISO/IEC 27000 standards; • the security Requirements and • all California and out-of-state DMV security requirements and standards.
132	<p>The Contractor shall Design the System to anticipate that during the Implementation and/or Maintenance Phases the System will become subject to more restrictive digital privacy laws and regulations (for example, similar to European Union General Data Protection Regulation (GDPR)). During Design within the Implementation Phase, the Contractor shall provide documentation (within applicable deliverables) and demonstrate (during testing) the System’s preparedness to anticipate more restrictive privacy Requirements.</p>

133	The Contractor shall establish and maintain a formal, documented, mandated, BOS and CSC Operations information security policy that shall be communicated to all Contractor and Subcontractors personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all Security Standards, applicable laws and regulations, and to address new threats and risks.
134	The information security policy shall address all removable media except in the context of Contractor's routine back-ups or as otherwise specifically Approved by the Authority, Contractor shall institute strict physical and logical security controls to prevent transfer of BOS data via removable media.
135	The Contractor shall provide strong end-to-end encryption for all sensitive information, including PCI and PII) stored within databases (at rest) or being transmitted (in-motion).
136	The Contractor shall use strong encryption methods such as AES FIPS-179 (128 bits and higher) or RSA (2048 bits and higher), or an equivalent if Approved by the Authority.
137	The Contractor shall provide encryption keys that are considered sensitive information and stored on appropriately secured servers.
138	The Contractor shall prevent any unauthorized user, system or database administrator from viewing encrypted information in unencrypted form, while providing the capability for Authorized Users to view encrypted information in unencrypted form to perform tasks based on a defined role.
139	The Contractor shall ensure that no cardholder data, such as Credit Card numbers or card verification value data, is in any BOS environments.
140	The Contractor shall ensure that no PII data is in the BOS environments other than production, DR and test.
141	<p>The Contractor shall provide comprehensive user credential controls that are compliant with PCI standards, including but not limited to:</p> <ul style="list-style-type: none"> • prevent the creation of 'generic' user accounts – all user accounts shall be associated to a specific person. For example, use the unique employee ID as a required field for each user account. Duplicate IDs would be rejected and • prevent a user (role-based) from logging in at two different machines at the same time, while allowing a single user on a single machine to have multiple sessions open at the same time.
142	<p>The Contractor shall provide the capability to configure different user credential controls for different types of users, including but not limited to:</p> <ul style="list-style-type: none"> • Authorized Users who will access the BOS; • Third-Party Service Providers that access the BOS via external Interfaces and • customers who will access the BOS via the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and the IVR.

143	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to out-of-date security software and patch versions.
144	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to all attempted intrusions, virus attacks, ransomware attacks, spamming, denial of service and attempted/successful unauthorized access.
145	For any Hardware removed from the BOS, the Contractor shall provide a notarized statement, detailing the removal or destruction method used, the data sets involved, the date of destruction, and the company or individual who performed the destruction. The statement shall be sent to the Authority within fifteen (15) Calendar Days of removal of the Hardware. The destruction or erasure of data or information pursuant to this section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization)
146	The Contractor shall provide a report of all security incidents. The Authority or its third-party designee may, but is not obligated to, perform audits, security tests and intrusion tests of BOS environments that may also include, but are not limited to, interviews of relevant personnel, review of documentation, and/or technical inspection of systems.
147	The Contractor shall provide for Authority's review any original security reports related to security assessments that the Contractor has undertaken to assess BOS and shall notify the Authority of all security assessments.

1.1.2.6. Archival and Purge Control Mechanisms

The Authority is public and, therefore, are subject to the law governing the retention and disposition of information considered as public record. The Requirements for archiving and purging include Requirements for automating these activities in a way that maintains compliance with the Contractor retention schedule that is provided as part of the Contractor's Maintenance documentation, while providing the Authority a method to Approve the disposition of records before they are deleted.

148	The Contractors archival and purge processes shall be in compliance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.
149	The Contractor shall provide the capability for fully automated and Configurable storage of historical data (archival) and the permanent deletion of inactive or obsolete data (purging).
150	The Contractor shall provide the capability to store 100 percent of the BOS electronic information in accordance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.
151	The Contractor shall provide the capability to store 100 percent of the BOS electronic historical information indefinitely if they have enduring significance to the Authority's activity (i.e., permanent, evidentiary, and/or historical value) in accordance with the retention schedule. All information, other than that prohibited within the Requirements, will be retained for the duration of the Agreement and archived or moved to long-term storage as deemed appropriate during the Implementation Phase to meet all customer and Authority needs for reporting and data access

152	Archival and purge routines shall be Configurable for each impacted data element, including but not limited to:
	<ul style="list-style-type: none"> • transactional data;
	<ul style="list-style-type: none"> • all formats of customer PII data;
	<ul style="list-style-type: none"> • Images (Violations-related and I-Toll-related);
	<ul style="list-style-type: none"> • documents;
	<ul style="list-style-type: none"> • Notifications;
	<ul style="list-style-type: none"> • BOS logs and
	<ul style="list-style-type: none"> • third-party provided files.
153	The Contractor shall provide the capability to archive data on a monthly interval.
154	The Contractor shall provide the capability to purge archived data on a periodic basis.
155	Authorized Users shall have the capability to request retrieval of archived data through the Contractor's ticketing system included in the PMMS.
156	All archived data shall be stored on permanent, long-term storage media and shall be maintained at a secure Authority Approved third-party commercial data storage facility.
157	Servers shall retain transaction/trip and summarized data, all images and BOS logs online for a specified period of time and then archive that data.
158	Data shall be purged in accordance with the data retention schedule.
159	The Contractor shall provide the capability to notify the BOS Maintenance personnel via the PMMS a Configurable number of days in advance and require Authorized User approval for when archival and purging jobs are to be executed, including but not limited to data elements impacted, date range applied and data size impact.
160	After successful archival of data and confirmation via the PMMS, the deletion of online data shall be automatic, without user intervention and shall generate a message to be transmitted according to the PMMS rules. Absolutely no transactions/trips shall be deleted unless confirmed to be successfully archived.
161	The BOS servers shall be sized to accommodate for the restoration of selected archived data (one -year minimum).
162	Authorized Users shall be able to generate queries from the restored data.

1.1.3. Interfaces

The Contractor is responsible for working with the Authority, Interoperable Agencies/California Toll Operators Committee (CTOC) and Third-party Service Providers in designing, developing, documenting, testing and implementing all required Interfaces and portals.

1.1.3.1. General Requirements for External Interfaces

Electronic Interfaces are required to provide BOS connectivity. The technical specifications for these Interfaces are documented in ICDs that have either already been developed by the Authority or shall be developed by the Contractor. The ICDs include Requirements for data format and transmission, criteria for acknowledgement and validation of transmitted data and procedures for recording and reconciliation as appropriate for each Interface.

163	The Contractor shall develop new or comply with existing electronic Interfaces at the direction of the Authority.
164	The Contractor shall provide for guaranteed transmission of data for all Interfaces and portals.
165	The Contractor shall provide for 100 percent reconciliation of the transmitted and received data and files.
166	The Contractor shall provide the capability for Authorized Users to access and view the contents of files, including compressed or encrypted files, which are received by the BOS and transmitted by the BOS in a readable format. Authorized Users shall have the capability to save the contents of such files.
167	<p>The Contractor shall provide the capability for sending real-time Alerts to the PMMS for Interface and data transmission failures, including but not limited to:</p> <ul style="list-style-type: none"> • real-time dashboard for managing and monitoring Interfaces; • workflow user Interface for managing and monitoring steps within each Interface; • status and history of executions; • comprehensive scheduling of file transmissions; • tools for viewing data and/or contents of files received via Interfaces and portals (compressed or encrypted); • comprehensive reporting for transmitted and received data and files; • tight integration with the PMMS and notification of failed transmissions and • capability to manually execute a failed transmission.
168	When using File Transmission Protocol (FTP), the Contractor shall utilize Secure File Transmission Protocols (SFTP) for the transfer of data and/or files via Interfaces and portals.
169	The Contractor shall provide the capability to transmit and receive multiple files during each scheduled batch.
170	The Contractor shall provide the capability to transmit and receive multiple full and incremental files in a day.

171	The Contractor shall utilize file naming conventions that prevent the over-write of data and/or files. For example, include the date and time of transmission.
172	The Contractor shall provide file handling and processing methods that provide for a complete log of the data and/or file transfer process.
173	The Contractor shall validate records and identify errors in the received data and/or files, including but not limited to: <ul style="list-style-type: none"> • mandatory fields; • data formats; • data validity (for example, user account number not found in the BOS); • duplicate records; • unexpected response; • checksum/record count verification and • incorrect status.
174	The Contractor shall provide the capability to correct and re-transmit data and/or files (the process shall be automated to the extent possible).
175	The Contractor shall provide the capability to process re-transmitted data and/or files.
176	The Contractor shall provide the capability to transmit the error details to the transmitting entity, as well as record it in the PMMS.
177	The Contractor shall provide the ability to identify missing records/transactions/images and request the transmission of such missing records/transactions/images.
178	The Contractor shall reconcile the transmitted records to the records received and accepted by the receiving entity.
179	The Contractor shall provide the means to identify Interface issues by validating the file transmission process, including but not limited to: <ul style="list-style-type: none"> • creation and transmission of data and/or a file at the scheduled time, even if there are no records to transmit; • determination if the data and/or a file was transmitted or received at the scheduled time; • creation of Alerts to the PMMS if data and/or a file was not created or received at the scheduled time; • creation of Alerts to the PMMS if received data and/or a file was not acknowledged; • creation of Alerts to the PMMS if records in the received data and/or file had errors when processed;

	<ul style="list-style-type: none"> • provide details in real-time to the PMMS of each failed record and • creation of Alerts to the PMMS when a response has not been received for individual records within the expected duration.
180	The Contractor shall provide data and/or file transmission and reconciliation reports as described in these Requirements.
181	<p>All responses received from third-party Interfaces and all actions required of the third-party to a file transmitted by the BOS shall be associated with the original transaction, including but not limited to:</p> <ul style="list-style-type: none"> • Violation data and images; • images of check copies for a payment; • Notifications to customers transmitted by the Collection Agency; • comments and dispositions transmitted in the response file and • emails received from the customer related to a specific transaction/trip or Violation.
182	The Contractor shall provide the capability for Authorized Users to obtain the history of updates to a transaction/trip.
183	<p>The Contractor shall provide a dashboard that tracks the progress of data and/or file transmissions through each stage and their acknowledgements by the receiving entity, including but not limited to:</p> <ul style="list-style-type: none"> • transactions/trips eligible for transmission; • file and/or data created with file name; • file and/or data transmitted; • file and/or data received; • file and/or data accepted; • file and /or data rejected; • file and/or data re-transmitted; • number of records in the file and/or data set; • number of unique user accounts and • number of failed records.
184	The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to file and/or data transmission for each Interface. For example, scheduling the time-of-day that a specific file is transmitted.

185	The Contractor shall monitor the disk capacity where files and/or data are deposited and send an Alert to the PMMS and third-party entities (if applicable) if folders are near capacity (Configurable) or full.
186	The Contractor shall provide the capability to automatically archive successfully processed data and/or files after a number of days (Configurable).
187	The Contractor shall provide the data to reconcile file transmissions.
188	The Contractor shall conform to any existing ICDs, including any updates required at the time of design and develop all new ICDs that are required to be developed. It is the Contractor's responsibility to ensure all ICDs (including existing) are accurate, updated and meet the Requirements of the BOS before developing the Interfaces. Standards-based Interfaces shall be used when available and all Interfaces shall be Approved by the Authority.
189	Where the Third-party Service Provider currently supports or is willing to develop a more modern and current interface, the Contractor shall be responsible for developing the ICD or using the ICD to develop the new Interface as directed by the Authority.
190	The Contractor shall implement required updates to Interfaces at the direction of the Agencies at no additional cost to the Agencies.

1.1.3.2. Interface to the ETTM System

This Interface connects the BOS with the ETTM System for transmitting transactions/trips, images, toll rate information, transponder files, license plate files and other data to the BOS for processing and for transmitting various data back to the ETTM System.

191	It is anticipated that the BOS shall receive, process and store an average of four (4) transactions per trip, including both Toll Collection Enforcement Site (TCES) and Toll Transponder Read Site (TTRS) transactions.
192	If the BOS implementation requires an update to the ETTM System ICDs, the Contractor shall develop the new ICD and coordinate all design, development and testing with the ETTM System Contractor.
193	The ETTM System ICDs may include many data fields, including but not limited to: <ul style="list-style-type: none"> • trip transaction ID; • trip ID; • timestamp for when the trip started; • amount of time that was being allotted for travel from the pricing sign to the Toll Zone; • Occupancy Setting applied for the overall trip; • Clean Air Vehicle identifier for overall trip;

<ul style="list-style-type: none"> • motorcycle identifier for overall trip;
<ul style="list-style-type: none"> • image-based or a tag-based trip identifier;
<ul style="list-style-type: none"> • total toll rate assigned for the trip;
<ul style="list-style-type: none"> • total toll rate that was in effect at the time of the trip;
<ul style="list-style-type: none"> • primary transponder ID for the overall trip;
<ul style="list-style-type: none"> • license plate number for the overall trip;
<ul style="list-style-type: none"> • Jurisdiction of the license plate for the overall trip;
<ul style="list-style-type: none"> • license Plate Type for the overall trip;
<ul style="list-style-type: none"> • segment identifier;
<ul style="list-style-type: none"> • lane identifier;
<ul style="list-style-type: none"> • lane mode identifier;
<ul style="list-style-type: none"> • Straddle – This is a yes/no type identifier for whether the vehicle was straddling the lane line when it went through the Toll Zone;
<ul style="list-style-type: none"> • timestamp for when the transaction occurred;
<ul style="list-style-type: none"> • transponder items below shall be enumerated for each transponder read at the Toll Zone, with all of the subsections being listed for each transponder;
<ul style="list-style-type: none"> • transponder ID;
<ul style="list-style-type: none"> • timestamp when the transponder was read;
<ul style="list-style-type: none"> • transponder status;
<ul style="list-style-type: none"> • transponder type;
<ul style="list-style-type: none"> • transponder Occupancy Setting;
<ul style="list-style-type: none"> • primary transponder identifier;
<ul style="list-style-type: none"> • buffered transponder read identifier;
<ul style="list-style-type: none"> • spurious transponder read identifier;
<ul style="list-style-type: none"> • license plate number selected for the transaction based on confidence values;
<ul style="list-style-type: none"> • Jurisdiction of the license plate selected for the transaction based on confidence values;
<ul style="list-style-type: none"> • license Plate Type selected for the transaction based on confidence values;
<ul style="list-style-type: none"> • OCR confidence;

	<ul style="list-style-type: none"> • Occupancy Detection System occupancy assigned (if applicable);
	<ul style="list-style-type: none"> • occupancy assigned;
	<ul style="list-style-type: none"> • Clean Air Vehicle identifier;
	<ul style="list-style-type: none"> • motorcycle identifier;
	<ul style="list-style-type: none"> • vehicle classification;
	<ul style="list-style-type: none"> • Image items below shall be enumerated for each image captured at the Toll Zone, with all of the subsections being listed for each image;
	<ul style="list-style-type: none"> • file name for the image;
	<ul style="list-style-type: none"> • camera that took the image;
	<ul style="list-style-type: none"> • timestamp for when the image was captured;
	<ul style="list-style-type: none"> • license plate number reported by the OCR/image review system for the individual image;
	<ul style="list-style-type: none"> • Jurisdiction of the license plate reported by the OCR/image review system for the individual image;
	<ul style="list-style-type: none"> • license Plate Type reported by the OCR/image review system for the individual image;
	<ul style="list-style-type: none"> • OCR confidence value for the license plate assigned by the OCR/image review system for the individual image and
	<ul style="list-style-type: none"> • payment type identifies whether the individual transaction registered as an Image-Based or a Transponder-Based Transaction.
194	The Contractor shall Interface to the ETTM System to obtain and acknowledge 100 percent of all transactions/trips, associated transaction and Violation images in accordance with the ICDs to be developed during Project design.
195	<p>The ETTM System Interface shall be capable of the following Configurable functionality, including but not limited to:</p> <ul style="list-style-type: none"> • sending the comprehensive and incremental Authority Tag Status Files and License Plate Status Files (for both the CTOC Agencies' and Interoperable Agencies') in real-time and at scheduled intervals (e.g., every 10 minutes). The BOS shall support sending the Tag Status File and Plate Status File as single file or as separate files; • sending Interoperable Agency transponder statuses periodically (incremental and comprehensive) multiple times per day (e.g., every 10 minutes); • sending rental car files (incremental and comprehensive) multiple times per day (e.g., every 10 minutes);

	<ul style="list-style-type: none"> • sending Plate Correction List from customer disputes and audit checks no less than every hour;
	<ul style="list-style-type: none"> • sending Processing Exception List maintained at the BOS no less than every hour;
	<ul style="list-style-type: none"> • receiving Transponder-Based Transactions/Trips;
	<ul style="list-style-type: none"> • receiving Image-Based Transactions/Trips (including license plate number, Jurisdiction, and type, if required) and
	<ul style="list-style-type: none"> • receiving other files (such as toll rate schedules and variable pricing information).
196	The Contractor shall provide the capability to positively acknowledge (ACK) message receipt, negatively acknowledge or reject a message (NACK) and reconcile data transmissions from the ETTM System.
197	The Contractor shall receive and store color and black and white images for each transaction that comprises the trip, from the ETTM System including: <ul style="list-style-type: none"> • ROI image(s) – average of approximately 8KB per image; • full rear image(s) – average of approximately 450KB per image; • full rear straddle image(s) – average of approximately 450KB per image and • overview image(s) – average of approximately 450KB per image.

1.1.3.3. Interface to the Interoperable Agencies

This Interface connects the BOS with the Interoperable Agencies for data exchange.

198	The Contractor shall provide the Interface to WRTO/CTOC Interoperable Agencies and Regional and National Hubs, for the functionality described within these Requirements and in accordance with latest and future WRTO/CTOC ICDs. The Contractor shall support Interoperable agencies that will be on different versions of the WRTO/CTOC ICD throughout the Term of the Agreement.
199	The Contractor shall provide the capability to obtain and acknowledge 100 percent of all transactions/trips and images from Interoperable Agencies.
200	The Contractor shall provide the capability to transmit 100 percent of all Interoperable Agency customer transactions/trips and images to their respective Interoperable Agencies.
201	The Contractor shall provide the capability (Configurable) to transmit the Authority's plaza update (including addition of new plaza facilities) information to Interoperable Agencies.
202	The Contractor shall provide the capability (Configurable) to receive Interoperable Agencies' plaza update (including addition of new plaza facilities) information.
203	The Contractor shall provide the capability (Configurable) to transmit the Authority's Transponder Status Lists (TSLs) to Interoperable Agencies.

204	The Contractor shall provide the capability (Configurable) to receive Interoperable Agency TSLs from Interoperable Agencies.
205	The Contractor shall provide the capability (Configurable) to transmit BOS customer license plate numbers to Interoperable Agencies.
206	The Contractor shall provide the capability (Configurable) to receive license plate numbers from Interoperable Agencies.

1.1.3.4. Interface to California and Arizona DMV

This Interface connects to the California, Arizona, Oregon and Nevada DMVs to obtain information (such as name, address, vehicle make/model, CAV designation, VIN) about vehicles which fail to properly pay the toll amount.

207	The Contractor shall provide and administer a direct DMV Interfaces for the purpose of obtaining for vehicles travelling in the Express Lanes Facility and the placement and release of vehicle Registration Holds, including.
	<ul style="list-style-type: none"> • California DMV; • California Temporary License Plate DMV database; • Arizona DMV (including Temporary License Plate DMV database if applicable); • Oregon DMV (including Temporary License Plate DMV database if applicable) and • Nevada DMV (including Temporary License Plate DMV database if applicable).
208	Whenever available, the Contractor shall use the on-line DMV Interface allowing for real time look ups and updates. If multiple DMV Interfaces are available to provide the same information, during the Implementation Phase the Authority shall direct the Contractor as to which Interface to implement.
209	The Contractor shall obtain approval from all DMVs to be a processor for the Authority.
210	The Contractor shall maintain all security requirements required by all DMVs.

1.1.3.5. Interface to Rental Car Service Providers

This Interface connects to Rental Car Service Providers to exchange transactions/trips, vehicle, renter information, rental agreements and payment information with the BOS, for rental cars that incur tolls on the Authority's Toll Facilities.

211	The Contractor shall provide the capability to transmit and receive vehicle information from all rental car companies using a Rental Car Service Providers.
212	The Contractor shall provide the Interfaces to Rental Car Service Providers for the functionality described within these Requirements and in accordance with ICDs to be developed during Project design.

213	The Contractor shall provide the capability to schedule and automatically send periodic (Configurable) detailed rental car account toll transaction/trip files to Rental Car Service Providers.
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1.1.3.6. *Interface to Transportation Corridor Agencies (TCA) for the Disposition of Rental Car Trips*

The Transportation Corridor Agencies (TCA) intends to host rental car plates and transponders and collect tolls on behalf of other CTOC agencies.

214	The Contractor shall provide the capability to transmit and receive vehicle information from TCA in a separate TSL and License Plate Status File IOP file.
215	The Contractor shall provide the capability to provide TCA with toll amounts due for the plates and transponders in the rental file and process payments from TCA.

1.1.3.7. *Interface to the Authority's BOS Bank*

This Interface is to the Authority -provided bank to retrieve all required banking information.

216	The Contractor shall provide an Interface to the Authority Bank to retrieve, process and store all information required to support the all-electronic BOS bank reconciliation process.
217	The Interface shall support the use of Positive Pay to deter check fraud.

1.1.3.8. *Interface to California Franchise Tax Board (FTB) Tax Intercept Program*

This Interface is to the California FTB Tax Intercept Program to provide and receive all required Tax Intercept information.

218	The Contractor shall provide an Interface to the California FTB to retrieve, process and store all information required to support the Tax Intercept process.
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1.1.3.9. *Interfaces to Authority's Financial Accounting Systems*

219	The Contractor shall provide an Interface to the Authority's financial accounting system for the purpose of issuing accounts payable checks.
220	The Contractor shall provide an Interface to the Authority's financial accounting system for the purpose of recording financial activity to the general ledger.

1.1.3.10. *Interface/Connectivity to Contractor-Provided Services*

The Contractor shall provide connectivity to service providers for which the Contractor is responsible. The Requirements are not prescriptive as to the Interface type or method.

221	The Contractor shall provide connectivity to Contractor selected Third-party Service Providers as required to meet the Requirements, including but not limited to:
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	<ul style="list-style-type: none"> • Collection Agency 1 (Direct Access to BOS is Phase II Functionality);
	<ul style="list-style-type: none"> • Collection Agency 2 (Direct Access to BOS is Phase II Functionality);
	<ul style="list-style-type: none"> • Customer Satisfaction Survey Provider Subcontractor;
	<ul style="list-style-type: none"> • Lockbox Service Provider (optional);
	<ul style="list-style-type: none"> • Merchant Service Provider 1;
	<ul style="list-style-type: none"> • Merchant Service Provider 2;
	<ul style="list-style-type: none"> • 3rd Party ROV Lookup for all 50 states (excluding direct connect DMVs), District of Columbia, U.S. Government and
	<ul style="list-style-type: none"> • Print/Mail House Service Provider (optional).

1.1.4. Performance Management and Monitoring System

The Performance Management and Monitoring System (PMMS) supports BOS Maintenance Requirements for all Hardware, Software and other BOS components by monitoring BOS processes, Equipment, jobs and Interfaces in real-time to identify degradations in performance or availability before they impact end users. The PMMS generates Alerts and creates actionable trouble tickets that can be tracked to resolution.

222	The Contractor shall provide a PMMS that supports BOS Maintenance Requirements for all Hardware, Software and other BOS components, in accordance with these Requirements.
223	The Contractor shall provide a PMMS that monitors, Alerts and generates trouble tickets in real-time for all BOS processes, Equipment, jobs and Interfaces, including but not limited to:
	<ul style="list-style-type: none"> • communications issues;
	<ul style="list-style-type: none"> • electrical power issues;
	<ul style="list-style-type: none"> • temperature issues;
	<ul style="list-style-type: none"> • Hardware issues;
	<ul style="list-style-type: none"> • Software issues or failures;
	<ul style="list-style-type: none"> • database issues;
	<ul style="list-style-type: none"> • anomalies to the system design;
	<ul style="list-style-type: none"> • issues with customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional));
	<ul style="list-style-type: none"> • file systems and file system issues;
	<ul style="list-style-type: none"> • issues with jobs, processes or data flows;
	<ul style="list-style-type: none"> • BOS health – overall and by component;

	<ul style="list-style-type: none"> • BOS and application performance;
	<ul style="list-style-type: none"> • BOS utilization – disk space, disk IOs, CPU, memory, throughput (Configurable thresholds);
	<ul style="list-style-type: none"> • security events;
	<ul style="list-style-type: none"> • Logs;
	<ul style="list-style-type: none"> • access controls;
	<ul style="list-style-type: none"> • CSC CCTV Surveillance System and
	<ul style="list-style-type: none"> • CSC physical security systems.
224	<p>The PMMS shall provide comprehensive recording capabilities, including but not limited to:</p> <ul style="list-style-type: none"> • log aggregation (from disparate systems or Modules); • event correlation (cause and effect association); • log shipping and • log management functions.
225	<p>The PMMS shall have the ability to receive success or failure information regarding data management activities, including but not limited to:</p> <ul style="list-style-type: none"> • backup; • DR data transfer and synchronization status; • data archival and • data restores.
226	<p>The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity triggered by users and systems, including but not limited to:</p> <ul style="list-style-type: none"> • multiple one-time replenishments coupled with closing of customer accounts; • repeated opening and closing of customer accounts; • refunds over a dollar amount (Configurable) and • multiple deposits and refunds on the same customer account.
227	<p>The PMMS shall monitor that all BOS components have current and up-to-date virus, firewall and spam protection and other security Software that prevent single point of vulnerability from external threats, virus attacks, ransomware, spam protection and unauthorized access.</p>

228	<p>The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity, including but not limited to:</p> <ul style="list-style-type: none"> • attempted network or system intrusions; • attempted malicious attacks and • Unexpected changes to security settings on firewalls and other security systems.
229	<p>The PMMS shall include, but not be limited to the following capabilities:</p> <ul style="list-style-type: none"> • receiving and monitoring status messages for all BOS Hardware and Software; • grouping, sorting and filtering by message type, time, Equipment, subsystem, etc.; • local trouble ticket manual entry or email entry by users; • automatic work order generation; • storing data in a relational database to allow for data recovery and flexibility in reporting the raw data (including dashboards and ad-hoc reporting); • generating (automatically) monthly performance reports; • tracking service requests; • assigning priorities and actions to events; • notifying (automatically) Maintenance personnel via reports, text and email; • assigning trouble tickets to Maintenance personnel; • reassigning (manually) trouble tickets to other Maintenance personnel; • escalating (automatically) trouble tickets to other Maintenance personnel; • recording time of acknowledgement by Maintenance personnel; • recording time of acknowledgement by all subsequently assigned Maintenance personnel; • recording time of repair; • recording time of Equipment recovery; • recording completion of service calls; • attachment of common document type, such as Microsoft Word, Portable Document Format (PDF), email and screen capture images; • providing automatic Alerts for trouble tickets not closed in a specified time; • maintaining and tracking repair Maintenance activity;

	<ul style="list-style-type: none"> calculating response times, repair times and down time from the data entered by the Maintenance staff and automatically generated by the BOS;
	<ul style="list-style-type: none"> accepting and updating trouble tickets from mobile hand-held devices and smart phone entries;
	<ul style="list-style-type: none"> role-based security;
	<ul style="list-style-type: none"> automatic system exception reporting for all processes that are not running;
	<ul style="list-style-type: none"> automatic system workflow exception reporting for all items that are not processing correctly or are hung up in the BOS and
	<ul style="list-style-type: none"> providing hard copy reports on issues, failures and trouble resolution status.
230	The PMMS shall record all configuration data in a configuration management database, which shall be updated after each system component change, including application of BOS patches.
231	The PMMS shall provide system Maintenance personnel with screens, dashboards and reports within the PMMS that allows for the verification and monitoring of all processes, programs and scheduled tasks. Failures shall be visible in a PMMS screen accessible to Maintenance personnel. Event and error logs shall be provided to assist Maintenance personnel with investigating problems.
232	All PMMS screens, dashboards and reports shall be available to Authorized Users from the Authority.
233	The PMMS shall provide Authorized Users with operational, management and performance reports from the PMMS that include but are not limited to:
	<ul style="list-style-type: none"> summarized and detailed alarm history;
	<ul style="list-style-type: none"> Maintenance paging and response history;
	<ul style="list-style-type: none"> work order status and tracking;
	<ul style="list-style-type: none"> Equipment inventory and life cycle tracking;
	<ul style="list-style-type: none"> Equipment availability;
	<ul style="list-style-type: none"> preventive and predictive Maintenance;
	<ul style="list-style-type: none"> corrective Maintenance;
	<ul style="list-style-type: none"> response and repair times for each of the priorities;
	<ul style="list-style-type: none"> Equipment use history;
	<ul style="list-style-type: none"> Equipment repair history;
	<ul style="list-style-type: none"> total System availability;

	<ul style="list-style-type: none"> • sub-System availability for components of the BOS, IVR System, Self-Service Website and Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • Equipment versions, Software versions, firmware versions and serial numbers for all Equipment installed under these Requirements;
	<ul style="list-style-type: none"> • incident logs and lost revenue estimates;
	<ul style="list-style-type: none"> • performance reports detailing compliance to the Performance Measures;
	<ul style="list-style-type: none"> • a detailed list of parts replaced as a result of Maintenance actions;
	<ul style="list-style-type: none"> • status of removed parts and Equipment with an aging status for parts under repair or replacement (serial numbers, being repaired in Maintenance shop, purchase replacement part);
	<ul style="list-style-type: none"> • performance reports;
	<ul style="list-style-type: none"> • an exceptions report summarizing all unusual or significant occurrences during the period and
	<ul style="list-style-type: none"> • trend analysis for repetitive failure.
234	The PMMS shall support the management of preventive/predictive Maintenance schedules.
235	The PMMS shall provide the capability to automatically generate work orders for preventive/predictive Maintenance tasks.
236	The Contractor shall provide a PMMS that supports asset management, including but not limited to:
	<ul style="list-style-type: none"> • tracking all System Hardware and Software items;
	<ul style="list-style-type: none"> • tracking all System Hardware and Software locations;
	<ul style="list-style-type: none"> • tracking all System Hardware and Software versions;
	<ul style="list-style-type: none"> • tracking all Maintenance and service agreements;
	<ul style="list-style-type: none"> • maintaining a list of vendors from which products were procured;
	<ul style="list-style-type: none"> • associating the original purchase order number to the individual item;
	<ul style="list-style-type: none"> • associating the original vendor to the individual item;
	<ul style="list-style-type: none"> • associating all warranty information to the individual item and
	<ul style="list-style-type: none"> • providing an Alert prior to warranty, license, and certification expiration.

1.2. BOS Maintenance and Support Requirements

The Requirements described in this section detail the Contractor’s responsibility for providing Maintenance and Software Support Services for the BOS, and associated communications and support to operations, including but not limited to:

- Hardware Maintenance (servers, storage, network switches, firewalls, routers, etc.) if required;
- network administration;
- system administration;
- administration of CSC Facility physical security systems;
- administration of CSC Surveillance CCTV systems at CSC Facility;
- database administration;
- Maintenance and Software Support Services;
- monitoring services;
- on-site desktop and application support services within the I-405 CSC and WIC;
- on-site desktop and I-405 BOS application support services at the OCTA Store WIC (OCTA provided Equipment);
- support of work at home CSRs and operations during Business Continuity;
- application support for the Authority’s staff and
- BOS security.

In delivering the Maintenance and Software Support Services, the Contractor is expected to provide the following services, including but not limited to:

- well documented Maintenance schedules and processes;
- change and configuration management;
- on-site support of the BOS;
- complete around-the-clock Maintenance of the BOS;
- significant participation with the Authority’s staff, meetings and processes and
- ample spare parts inventory and support agreements.

237	The Contractor shall be responsible for performing all Maintenance activities and fully supporting and maintaining the BOS from Go-Live throughout the Operations and Maintenance Phase.
238	The Contractor shall provide Maintenance, including but not limited to all Equipment, Hardware, Software, cloud-based systems, and systems provided under this Agreement, including Maintenance associated with the compliance with the terms of the Software warranty.
239	The Contractor shall provide Maintenance and Software Support Services, including but not limited to: monitoring; preventive; predictive; corrective, and emergency Maintenance and Software Support Services, as well as any required and planned Upgrades and Enhancements to be performed on any and all BOS elements.

240	To ensure BOS performance is optimized, all system administrative functions, if not otherwise automated, shall be performed at regular, scheduled intervals as part of the preventive Maintenance and Software Support Services in accordance with the Maintenance Plan.
241	The Contractor shall administer, maintain (as required in conjunction with Authority paid Maintenance agreement) and be the point of contact for all Authority provided and paid for Equipment, systems and Maintenance agreements, including uninterruptable power Equipment, power generators, CCTV Surveillance and physical security systems at the I-405 CSC and WIC Facility.
242	The Contractor shall provide on-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.
243	The Contractor shall provide support for work-at-home CSRs and operations and in accordance with the Approved Disaster Recovery and Business Continuity Plans. For example, during an event similar to the COVID-19 outbreak.
244	<p>Continuous monitoring of BOS operations shall be performed to verify its functional, processes are being executed as scheduled and that the BOS is operating per Performance Measures. Continuous monitoring shall include but not be limited to:</p> <ul style="list-style-type: none"> • verifying system alarms and Alerts; • verifying processes/programs/job have successfully completed as scheduled; • evaluating sample transactions data and aggregate data trends for exceptions; • confirming trip/transaction and image transmission to and from the ETTM System; • performing routine diagnostics; • reviewing comparative reports to identify potential system degradation; • confirming successful data transfer, such as the TSL; • confirming data transmission to and from external Interfaces; • correcting identified performance issues; • confirming primary and DR systems are synchronized; • monitoring backups; • database administration and monitoring; • general System health; • evaluating storage Requirements and

	<ul style="list-style-type: none"> • reviewing error logs and Alerts.
245	The Contractor shall validate that all BOS components obtain virus protection and security updates as soon as they are available.
246	The Contractor shall provide advance Notice and obtain Approval when purging jobs that permanently delete data from the system are to be executed, including but not limited to: data elements impacted, date range applied and data size impact.
247	The Contractor shall re-establish or re-install system files, programs and parameters, as required, following a failure or damage to the system and return the BOS to a fully-operational condition.
248	The Contractor shall maintain and test up-to-date Software backups (all system Software and data) in accordance with the Maintenance Plan that is secure and protects the integrity of the data.
249	The Contractor shall provide backups performed on physically separate Hardware and Software from the data being backed up.
250	The Contractor shall maintain accurate Equipment inventory status and update status.

1.2.1. BOS Hardware Maintenance

251	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade all BOS environments to maintain a high-level of performance, reliability and provide for the implementation of the manufacturer’s current system and security firmware/Software. These Upgrades shall be accounted for in the Contractor’s Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.
252	During the Operations and Maintenance Phase, the Contractor shall Upgrade the Desktop Environments and office Equipment no less than every three (3) years to maintain a high-level of performance and reliability. These Upgrades shall be accounted for in the Contractor’s Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.
253	<p>BOS Hardware Maintenance shall include but are not limited to:</p> <ul style="list-style-type: none"> • BOS servers, storage devices, backup devices and network Equipment at the primary BOS site, including all production and non-production BOS environments as required; • BOS servers, storage devices, backup devices and network Equipment at the BOS DR site; • all Contractor-provided desktop Hardware and peripherals; • all Hardware and peripherals that interact with the BOS to the extent that the Contractor-installed Software or applications are negatively affecting the operation of the peripheral;

	<ul style="list-style-type: none"> all CSC office Equipment. For example, copiers and printers and
	<ul style="list-style-type: none"> IVR, ACD and telephony systems.

1.2.2. BOS Network System Maintenance

254	Any Maintenance and/or replacement costs shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement unless explicitly noted.
255	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade the network Hardware to maintain a high-level of BOS reliability and provide for the implementation of the manufacturer's current system and security firmware/Software. These Upgrades shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.
256	The Contractor shall maintain and monitor the BOS network, including connection of the primary and DR BOS locations.
257	The Contractor shall proactively monitor the WAN network, its connections and its components to respond to any fault or problem.
258	The Contractor shall monitor all communications with interfacing systems and Third-Party Service Providers.
259	The Contractor shall monitor all network Alerts and alarms, as well as detect intrusion attempts and prevent intrusions.
260	The Contractor shall perform the necessary support services required of the Interoperable Agencies in order to keep day to day operations and transfers current, such as operating system Upgrades.
261	The Contractor shall Upgrade and Update the network security and provide the required Software and monitoring tools to ensure the BOS is always in compliance with the Security Standards.

1.2.3. BOS Administration and Software Support Services

262	<p>The Contractor shall include in their Price Proposal all administration, system Maintenance and Software Maintenance costs. The Authority shall only pay for items that are explicitly identified as being paid for by the Authority. Software modifications required to maintain and support the BOS as a part of the normal course of business shall not be considered Upgrades or Enhancements paid for by the Authority. These modifications include but are not limited to:</p> <ul style="list-style-type: none"> Updates the System to keep up with and support new mobile devices, mobile browsers, desktop browsers and operating systems, mobile and desktop customer experience trends, mobile payments, trends in mobile device and desktop navigation techniques, as well as updated look and feel for the Self-Service Website and Self-Service Mobile Application (Phase II and optional);
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	<ul style="list-style-type: none"> • version changes;
	<ul style="list-style-type: none"> • configuration or parameter changes;
	<ul style="list-style-type: none"> • all changes to Interoperable or CTOC ICDs and related reports;
	<ul style="list-style-type: none"> • all changes to ICDs and Interfaces to Contractor-selected Third-Party Service Providers;
	<ul style="list-style-type: none"> • minor changes to reports, Software or code;
	<ul style="list-style-type: none"> • Software modifications required to ensure BOS is compliant to existing Security Standards and
	<ul style="list-style-type: none"> • changes for the Contractor’s benefit that improve the Contractor’s ability to maintain and support the BOS and to meet the Performance Measures.
263	<p>The Contractor shall provide Maintenance and Software Support Services for all elements of the BOS, including but not limited to:</p> <ul style="list-style-type: none"> • operating systems; • databases; • BOS application Software; • third-party Software; • Software change management; • Software configuration management and • Software version control.
264	<p>The Contractor shall maintain all secure website certificates for all websites, including the website serving the Authority managed content, if required.</p>
265	<p>The Contractor shall provide Maintenance and Software Support Services that include monitoring, preventive, predictive and corrective action to ensure BOS performance is in accordance with Requirements. This shall include but is not limited to:</p> <ul style="list-style-type: none"> • any daily, weekly or periodic Maintenance required to maintain the BOS at required performance levels (such as, indexing and tuning databases and archiving and purging); • third-party Software or firmware patches, updates and Upgrades, as required and to be compliant with Security Standards, including but not limited to: performing security Software Upgrades, database Upgrades and operating system Upgrades; • Approved adjustments and updates to the BOS data based on a criteria and conditions Approved by the Authority to correct failures and issues; • monitoring of error logs and system logs;

	<ul style="list-style-type: none"> • Maintenance of back-ups and backup Software;
	<ul style="list-style-type: none"> • Maintenance of all BOS environments;
	<ul style="list-style-type: none"> • installation of new Software and confirmation of successful installation;
	<ul style="list-style-type: none"> • verify data replication to DR site is occurring as configured and replication is not drifting beyond an acceptable threshold;
	<ul style="list-style-type: none"> • verify time synchronization is occurring as configured, and system clocks are not drifting or otherwise incorrect;
	<ul style="list-style-type: none"> • modifications to IVR call flow needed to correct routing and call flow problems identified during normal operations;
	<ul style="list-style-type: none"> • creation of ad-hoc reports requested by the Authority;
	<ul style="list-style-type: none"> • generation of queries as requested by the Authority;
	<ul style="list-style-type: none"> • analysis of data as requested by the Authority and
	<ul style="list-style-type: none"> • modifications to the Self-Service Website and Self-Service Mobile Application (Phase II and optional) to keep up-to-date with the Authority's policies and general information.
266	<p>Software support services shall include monitoring and corrective action to ensure BOS performance is in accordance with Requirements, to include database management and operation. This shall include but is not limited to:</p> <ul style="list-style-type: none"> • investigation and analysis of errors and exceptions and taking corrective action, including correcting the problem and reprocessing the data; • monitoring notifications and initiating corrective actions on application programs to meet Requirements; • updates to the BOS to support Upgrades to Hardware or third-party Software and • updates to the BOS to support all changes to Business Rules and BOS Configurable parameters and deploy changes in production.
267	<p>The Contractor shall monitor, Upgrade and Update the BOS is always in compliance with the Security Standards.</p>
268	<p>The Contractor shall ensure Maintenance does not conflict with or cause interruption in service or cause substandard service to the Authority or its customers.</p>

1.2.4. Payment Card Industry (PCI) Security Standards and Compliance

The PCI Security Standards Council is responsible for the development, management, education and awareness of the PCI Security Standards, including the PCI DSS, Payment Application Data Security Standard (PA-DSS). The PCI Security Standards provide guidance for merchants, vendors and security consulting companies to mitigate data breaches and prevent payment cardholder data fraud.

The Contractor is responsible for ensuring that PCI compliance is fully achieved prior to the Go-Live date. The Contractor is further required to ensure that the BOS continues to be PCI compliant as outlined in the Maintenance and Operations Phase Requirements.

269	The Contractor and the BOS shall be in compliance with the appropriate PCI DSS merchant level as defined by the PCI Security Standards Council in place at the time of BOS Go-Live.
270	The Contractor shall ensure that the BOS is in compliance with any individual additions to the PCI Security Standards since the last major version or the current version published by the PCI Security Standards Council and all future versions.
271	The Contractor shall utilize the PCI Security Standards Council’s Prioritized Approach method to indicate how each PCI Requirement is being addressed prior to Go-Live. The Prioritized Approach shall be submitted to the Authority along with substantiating evidence for review and Approval.
272	The Contractor shall ensure the BOS is in compliance with PCI-DSS for any Commercial Off-the-Shelf (COTS) Software that will be used in payment applications.
273	The Contractor shall provide, prior to the BOS Go-Live: <ul style="list-style-type: none"> • PCI Attestation of compliance by either a qualified ISA or an independent QSA, or as required by PCI DSS; • vulnerability scan by an Approved scanning vendor and • internal and external penetration testing results.
274	No more than three (3) months after Go-Live the Contractor shall provide a complete Report of Compliance (ROC), including details about the BOS environment and the assessment methodology, as well as documentation regarding the BOS's compliance status for each PCI DSS Requirement. The ROC shall be provided which outlines a clear plan and schedule (in writing) to achieve full PCI compliance no more than six (6) months after Go-Live.
275	The Contractor shall be responsible for providing a ROC prior to BOS Acceptance.

1.2.5. Interoperability Requirements

The Authority currently has Interoperability agreements with CTOC Agencies and, in the future, it is anticipated that regional and national Interoperable agreements will be established. These Requirements apply to all existing and future Interoperability.

Interoperability includes exchanging and processing transactions/trips, customer, transponder, payment, corrections, vehicle data, invoices and reconciliations between the BOS and the Interoperable Agencies. The BOS shall process transactions/trips from Interoperable Agencies for the Authority’s customers who have used Interoperable Agency roads, as well as transactions/trips for Interoperable Agencies’ customers on the Authority’s facility. The Interface supports the transmission and receipt of all files identified in the respective ICDs.

At the Authority’s direction, the Contractor shall support direct connection and/or connection through a CTOC Agency intermediary to nationally (non-CTOC) Interoperable Agencies.

The BOS and Interoperable Agencies perform validation checks to confirm the transactions/trips are in compliance with the Interoperable Agency ICD and reject any transactions/trips that are not. Validated transactions/trips shall be Posted to a user account in accordance with the Interoperable Agency agreements.

The BOS must be prepared to work with other ICDs to send and receive transactions/trips and transaction data and other data files.

276	The Contractor shall support all Interoperable Agency activities as required by the Authority, including but not limited to:
	<ul style="list-style-type: none"> • attend technical meetings;
	<ul style="list-style-type: none"> • review and provide comments on documents;
	<ul style="list-style-type: none"> • support Interoperable Agency testing as requested;
	<ul style="list-style-type: none"> • support modifications to Interoperable specifications and
	<ul style="list-style-type: none"> • be compliant with the latest published Interoperable specifications.
277	The Contractor shall support the addition of Regional and National Interoperability either directly or through a CTOC designated intermediary.

1.2.6. Preventive and Corrective Maintenance Requirements

1.2.6.1. Preventive Maintenance

278	The Contractor shall provide preventive Maintenance on the BOS Hardware, servers, communications network and Software as required.
279	No less than quarterly the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA).
280	Separate from the quarterly vulnerability scan, the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA) in conjunction with any network or security changes.
281	The Contractor shall in accordance with the Approved preventive Maintenance schedule, periodically inspect all Equipment, both major components and support components (such as fans, cabinets, environmental control units, filters, storage units) that constitute the BOS and shall make repairs, cleaning, adjustments and replacements of components as necessary to maintain the Equipment in normal operating condition.
282	Servers and storage devices shall be periodically checked to verify that storage space is not reaching maximum thresholds; disks are not fragmented or damaged; Software is of the latest version per the configuration management database, and data is being processed and transferred in an appropriate manner. These checks should be performed automatically whenever possible, but must be checked manually if the task cannot be automated.
283	The BOS shall be monitored to ensure performance is optimal and meets the Performance Measures, including but not limited to:

	<ul style="list-style-type: none"> • report generation times;
	<ul style="list-style-type: none"> • BOS access times;
	<ul style="list-style-type: none"> • IVR statistics;
	<ul style="list-style-type: none"> • Self-Service Website access times and
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional) access times.
284	All Equipment and systems shall be included as part of preventive Maintenance, in accordance with the original Equipment manufacturer’s guidelines. Any variations or exceptions shall be noted by the Contractor and Approved in advance by the Authority.
285	Scheduled Maintenance shall be communicated to the Authority a minimum of seven (7) Calendar Days in advance for approval by the Authority and shall be scheduled for times when the CSC is not operating.
286	Preventive Maintenance shall be scheduled to be performed by BOS administration staff between 12 AM and 3 AM PST weekdays or in coordination with other roadway closures and Approved by the Authority. Any preventive Maintenance tasks that need to be performed during normal BOS operating hours that is not part of the Approved Preventive Maintenance Schedule shall be Approved in advance by the Authority.
287	The diagnostic aids, tools and Equipment required to perform preventive Maintenance Equipment analysis shall be provided by the Contractor to the Authority, as necessary to meet the Authority’s Maintenance responsibilities.
288	When preventive Maintenance requires a BOS Service to be made unavailable to the customer, a Notice shall be Posted 24 hours in advance of the outage on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and through the IVR so customers are aware of the impending outage.

1.2.6.2. Corrective Maintenance

289	All Work performed by the Contractor to correct incidents, problems and failures to meet the Requirements shall be considered corrective Maintenance. Such problems include but are not limited to:
	<ul style="list-style-type: none"> • failure of BOS functions;
	<ul style="list-style-type: none"> • failure of processes and programs;
	<ul style="list-style-type: none"> • report failures and issues;
	<ul style="list-style-type: none"> • application failures;
	<ul style="list-style-type: none"> • data and revenue reconciliation failures;
	<ul style="list-style-type: none"> • failures in transmitting and receiving files from the various third-party Interfaces;
	<ul style="list-style-type: none"> • errors and exceptions when processing data received from the ETTM System, Interoperable Agencies and third-party entities;

	<ul style="list-style-type: none"> • network failures and issues;
	<ul style="list-style-type: none"> • BOS or component performance issues;
	<ul style="list-style-type: none"> • data loss or inaccessibility and
	<ul style="list-style-type: none"> • non-conforming availability levels.
290	When a BOS Service becomes unavailable to the customer due to an unplanned outage or emergency a Notice shall be Posted on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR as soon as possible so customers are aware of the outage.

1.2.6.3. 24X7 Maintenance Coverage

291	The Contractor shall provide continuous (24x7) coverage for all monitoring, system administration services and Maintenance-related activities sufficient to meet the Performance Measures.
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1.2.6.4. Recording of Maintenance Activities

292	The Contractor shall be responsible for logging all reported Maintenance activities. The Contractor also shall be responsible for documenting in detail all information and issues related to a failure condition, providing a corrective action report within one (1) week including all actions taken to complete the correction and a root cause analysis.
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1.2.6.5. Maintenance Priorities, Response and Repair Times

293	Response and repair time is defined as the time from failure to repair/correction with the BOS being returned to normal operations. The Contractor shall respond to calls and repair times noted in the Performance Measures according to the following priority levels:
	<ul style="list-style-type: none"> • Priority 1: Any malfunction or fault that impacts the BOS and CSC Operations ability to serve customers (for example, Self-Service Website functionality unavailable or not operating properly; BOS functionality unavailable or nor operating properly for CSRs servicing customers; phone system not taking calls or not taking all calls; IVR unavailable or not operating properly; notifications or customer communication not being sent immediately when eligible through all channels), results in the loss of revenue, compromises security, causes a hazard to personnel, causes the loss or potential loss of any BOS data, causes loss of redundancy within the BOS components.
	<ul style="list-style-type: none"> • Priority 2: Any malfunction or fault that degrades performance but not the BOS or CSC Operation’s ability to serve customers. It includes examples such as inaccurate reporting, inability to reconcile revenue, loss of BOS functionality that does not impact customer access to data or service, and/or loss of functionality that impacts the Authority’s operational efficiency.
	<ul style="list-style-type: none"> • Priority 3: Any malfunction or fault that has the potential to result in a degrading of the BOS or CSC Operations’ performance but has not yet and is not anticipated to immediately impact performance.

294	Any downtime that is a part of scheduled and approved preventive Maintenance, including scheduled new Software releases not associated with a Maintenance event shall not affect the Performance Measures calculation. However, in this event the Contractor does not make the BOS available and/or fully restore CSC Operations within the approved schedule window, the resulting downtime shall be included in the Performance Measure calculations.
295	Response and repair times for every BOS Maintenance event shall be recorded and reported by the Contractor, and such reports shall be provided to the Authority.
296	No incident shall be closed by a technician before the Equipment or Software service has logged a recovery. For example, if a service is degraded because of a loss of a redundant component, the incident cannot be closed until the redundant component has been replaced and service has returned to normal.

1.2.7. Certification of PCI DSS Compliance

The Contractor is responsible for providing certification of PCI DSS Compliance.

297	The Contractor shall complete a PCI DSS assessment by either a qualified Internal Security Assessor (ISA) or an independent Qualified Security Assessor (QSA), or as required by PCI DSS, at the interval required for PCI DSS compliance, including a complete ROC. The Contractor shall be responsible for providing the ISA or QSA at no additional cost to the Authority. The Contractor shall fully cooperate with the Authority at no cost to the Authority in responding to the assessor’s requests and implement remedies if any issues are identified.
298	The Contractor shall complete a full penetration vulnerability and exploitation testing, the results of which shall be provided to the Authority, at the interval required for PCI DSS compliance throughout the Implementation and Operations and Maintenance Phases.
299	The Contractor shall be responsible for providing a ROC on an annual basis, no later than the original date thereafter.
300	The Contractor shall provide all documentation required under PCI, including but not limited to network diagrams and detailed policies and procedures, available to the Authority.
301	To evaluate the security risk to the BOS and identify potential vulnerabilities, the Contractor shall perform penetration and vulnerability tests in accordance with PCI requirements.
302	The Contractor shall document and immediately report to the Authority any PCI DSS issues/vulnerabilities found during monthly penetration and vulnerability tests or upon new Software release.
303	The Contractor is responsible for correcting all deficiencies at the Contractor’s cost and ensuring the BOS is PCI DSS compliant and ensuring security risks are handled appropriately.

304	The Contractor shall furnish copies of all PCI assessment, testing, scanning and compliance documentation including the ROC to the Authority, upon completion of quarterly and annual assessment activities throughout the Implementation and Operations and Maintenance Phases.
305	The Contractor shall complete a SOC 2 Type 2 assessment by either a qualified Internal Security Assessor (ISA) or an independent Qualified Security Assessor (QSA), or as required by PCI DSS, at the interval required for PCI DSS compliance, including a complete ROC. The Contractor shall be responsible for providing the ISA or QSA at no additional cost to the Authority. The Contractor shall fully cooperate with the Authority at no cost to the Authority in responding to the assessor's requests and implement remedies if any issues are identified.

1.2.8. Emergency Response Management

The Contractor shall be responsible for emergency response management throughout the Operations and Maintenance Phase.

306	The Contractor shall immediately respond to any emergency situation that has already impacted the BOS or could potentially damage the BOS. The Contractor shall be prepared to put forth all necessary resources to divert or correct an emergency condition.
307	Such emergency conditions shall be handled in accordance with policies and procedures developed by the Contractor and Approved by the Authority in the Disaster Recovery and Business Continuity Plans. The following are a few examples of emergency conditions:
	<ul style="list-style-type: none"> • weather related;
	<ul style="list-style-type: none"> • public safety related;
	<ul style="list-style-type: none"> • health related. For example, in response to a COVID-19 or similar outbreak;
	<ul style="list-style-type: none"> • conditions that invoke the Disaster Recovery and/or Business Continuity Plans;
	<ul style="list-style-type: none"> • BOS outages;
	<ul style="list-style-type: none"> • third-party power outage or communication failure and
	<ul style="list-style-type: none"> • security breaches.

1.2.9. Disaster Recovery and Business Continuity

The Contractor shall be responsible for Disaster Recovery Procedures and testing throughout the Implementation and Operations and Maintenance Phases.

308	The Contractor shall perform Disaster Recovery procedures in accordance with the Disaster Recovery Plan (DRP) in the event of a disaster and return the BOS to a fully operational condition.
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309	The Contractor shall test the Disaster Recovery and Business Continuity procedures on an annual basis to validate that they are functioning per the design. The Authority shall witness the test and the Contractor shall provide a report outlining the test, test results and any anomalies encountered for the Authority’s review and approval.
310	The BOS shall meet the Recovery Point Objective (RPO), Recovery Time Objective (RTO) and level of service (LOS) levels provided in the Performance Measures.
311	The Contractor shall address any issues encountered from the annual Disaster Recovery and Business Continuity testing.
312	The Contractor shall support the ETTM System Contractor’s Disaster Recovery and Business Continuity annual testing.

1.2.10. Incident and Revenue Loss Reporting

313	The Contractor shall work with the Authority to develop a communications protocol for incident and revenue loss reporting (e.g., communications procedures based on incident and priority level).
314	The Contractor shall immediately notify the Authority of any incident or event where the loss of revenue or data or security breach has occurred or potentially has occurred or could occur. The Contractor shall take immediate action to rectify the condition and return the BOS to normal operations.
315	In the event of a loss or potential loss of revenue or data or security breach, an incident report shall be provided to the Authority within five (5) Business Days of the incident. The report shall identify the issue and provide a detailed account of the incident; its cause; duration; resolution or planned resolution, and a quantification of actual or potential lost revenue or data or security breach. Regular updates shall be provided until the issue has been fully resolved and closed. The incident and its impacts shall also be further detailed in the subsequent monthly report. The Contractor shall be held responsible for all lost revenue and data and customer impacts, including remediation, in accordance with the terms of the Agreement.

1.3. Future Functionality

The BOS shall be designed to anticipate certain future functionality and Interfaces. The introduction of future functionality, of the type noted in this section, shall be anticipated and not require changes to the Software or System architecture or significant changes to the database structure. However, the accommodations made by the Contractor in anticipation of this potential future functionality shall not negatively impact the development of the BOS or increase the Offeror’s Price Proposal.

316	The introduction of future functionality shall not require changes to the Software or BOS architecture, or significant changes to the database structure including the capability to easily add fields and report on them without affecting the database schema.
317	The accommodations made by the Contractor in anticipation of potential future functionality shall not negatively impact the development of the BOS or increase the Offeror’s Price Proposal.

318	The Contractor shall provide the capability to Interface with entities providing for national Interoperability in accordance with ICDs to be designated by the Authority and/or developed during Project design. The Contractor shall accommodate new Interfaces (via either a national hub, regional hubs or larger peer-to-peer exchanges) without significant changes to the Software or database structure.
319	The BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily Configured to support these potential additional Toll Facilities. For example, Configurable settings shall be capable of different settings for different Toll Facilities. The design shall not add repetitive and/or additional clicks in order to navigate screens, search data or configure reports while the BOS is supporting only the I-405 Toll Facility. For example, the user shall not have to select "OCTA" or "I-405" until such time as an agency or Toll Facility differentiation is required.
320	The Contractor shall provide the capability to Interface to new CTOC agencies and national Interoperability without significant changes to the Software or database structure.
321	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with a Money Service Provider. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with a Money Services Provider for the purpose of providing enhanced access and services for cash paying customers including, obtaining transponders and making payment towards Violation Notices and account balances.
322	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with an Occupancy Detection System (ODS) that would be integrated into the ETTM System. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with and accept images from an ODS for the purpose of reducing occupancy-based Violations.
323	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the potential introduction of customer invoicing prior to the Violation process described herein. During the Operations and Maintenance Phase, the Authority may direct the Contractor to implement customer invoicing.

1.4. Account Management

There are two account types Registered and Unregistered. Registered account is established when customer opens a pre-paid account with the Express Lanes. An Unregistered account is established by the BOS using the DMV, a ROV Lookup Provider or Affidavit of Non-liability for Violation transactions/trips. Establishment and management of accounts shall be performed per Business Rules.

Customers can establish new Registered accounts or convert an Unregistered account to a Registered account. To establish a Registered account, customers must provide customer contact information including name, address, telephone number and email address and vehicle information including license plate number, type and Jurisdiction and vehicle make, model and color. Most accounts will be prepaid and as such customers also must establish a replenishment method to be used to replenish

prepaid tolls when the account reaches the Insufficient Balance Threshold. Credit Card replenishment is strongly encouraged, but customers can also select cash or check replenishment. The Authority may elect to allow certain accounts to be postpaid and receive a monthly invoice for tolls due.

The types of accounts are provided in the following tables:

Table 1-1: Registered Transponder-Based (FasTrak) Account Types

Account Type	Description
Private (prepaid)	An account established in an individual name.
Business (prepaid)	An account established in a business name.
Non-revenue (n/a)	An account established at the Authority's direction for vehicles entitled to toll-free travel.
Invoice (postpaid)	An account established to allow the customer to receive an invoice periodically (Configurable) for toll usage. The customer may elect to provide Credit Card or ACH information to be charged automatically to pay the invoice.

Table 1-2: Registered License Plate Account Types

Account Type	Description
Rental Car (prepaid or postpaid)	An account established for Rental Car Service Providers to allow their vehicles to be checked separately in the transaction/trip Posting sequence and to allow for bulk updates to these very large accounts.
Private Registered Video (prepaid)	An account for individuals who do not want or cannot use transponders.
Business Registered Video (prepaid)	An account for companies and businesses that do not want or cannot use transponders.

Table 1-3: Unregistered License Plate-Based Account Types

Account Type	Description
Unregistered/Violator (postpaid)	An account created using the information provided by the DMV or ROV Lookup Provider. May include more than one vehicle if the ROV information is an exact match. These may also be referred to as violator accounts.

Unregistered accounts are established by the BOS for Violation transactions/trips using the DMV or ROV Lookup Provider. Unregistered accounts may be converted to Registered accounts based on fulfilling all of the required Business Rules for establishing these accounts.

1.4.1. General Account Management

The Authority’s customers have many options for account establishment and Maintenance and to obtain transponders, in the manner they prefer.

324	The Contractor shall provide an efficient series of input fields to collect the information necessary to open a FasTrak account. The fields should require little “clicking” or advancement through multiple pages to reduce the time needed to input the account establishment data.
325	Support comprehensive account management that allows for the setup and Maintenance of all account types in accordance with Business Rules.
326	The Contractor shall provide the capability to establish accounts via methods, including but not limited to:
	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • mail;
	<ul style="list-style-type: none"> • telephone;
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • walk-in;
	<ul style="list-style-type: none"> • automatically using information provided by rental car companies and
	<ul style="list-style-type: none"> • automatically using information provided by the ROV Lookup.
327	The Contractor shall provide the capability to maintain accounts via methods, including but not limited to:
	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • IVR;
	<ul style="list-style-type: none"> • mail;
	<ul style="list-style-type: none"> • telephone;
	<ul style="list-style-type: none"> • email;
	<ul style="list-style-type: none"> • chat;

	<ul style="list-style-type: none"> • text;
	<ul style="list-style-type: none"> • fax and
	<ul style="list-style-type: none"> • walk-in.
328	<p>The Contractor shall provide the capability for transponders to be requested via methods including but not limited to:</p> <ul style="list-style-type: none"> • Self-Service Website; • Self-Service Mobile Application (Phase II and optional); • mail; • telephone; • IVR; • fax, and • walk-in.
329	<p>The Contractor shall provide the capability for the Maintenance of account types designated as, including but not limited to:</p> <ul style="list-style-type: none"> • Private (prepaid) – an account established in an individual name; • Business (prepaid) – an account established in a business name; • Non-revenue (no payment) - an account established at the Authority’s direction for vehicles entitled to toll-free travel; • Invoice (postpaid) – an account established to allow the customer to receive an invoice periodically (Configurable) for toll usage. The customer may elect to provide Credit Card or ACH information to be charged automatically to pay the invoice; • Rental car (prepaid) – for Rental Car Service Providers; • Private Registered Video (prepaid) – an account for individuals who do not want or cannot use transponders; • Business Registered Video (prepaid) – an account for companies and business that do not want or cannot use transponders and • Unregistered/Violator (postpaid) – an account created using the information provided by the DMV or ROV Lookup Provider. May include more than one vehicle if the ROV Lookup information is an exact match. These may also be referred to as violator accounts.
330	<p>The Contractor shall provide the capability to apply Business Rules and account Requirements for each valid account type, including but not limited to:</p>

	<ul style="list-style-type: none"> • whether prepayment is required;
	<ul style="list-style-type: none"> • payment options;
	<ul style="list-style-type: none"> • whether a transponder is required;
	<ul style="list-style-type: none"> • transponder sale price (by transponder type);
	<ul style="list-style-type: none"> • replenishment amounts;
	<ul style="list-style-type: none"> • contact method (mail, email, text, etc.);
	<ul style="list-style-type: none"> • Insufficient Balance Thresholds (by Credit Card or cash/check payments) and
	<ul style="list-style-type: none"> • account balance.
331	The Contractor shall provide a Registered account creation process that logically leads an Authorized User through the necessary steps to create an account.
332	The Contractor shall provide the capability to convert an Unregistered account to a Registered account while maintaining the same account number and all account history.
333	The Contractor shall provide the capability to change from one account type and Account Plan to another while maintaining the same account number and all account history.
334	The Contractor shall provide on-screen guidance during the account creation process regarding missing or improperly formatted information. The Authorized User shall not be able to move to the next step until the required information is provided in the appropriate format.
335	The Contractor shall provide the capability, when opening a new account, to automatically identify other account(s) associated with that account name, address or vehicle.
336	The Contractor shall provide the capability to require the account agreement and privacy policy be acknowledged and a record of that acknowledgment saved in the BOS prior to establishing a Registered account or when converting to a Registered account.
337	The Contractor shall provide the capability for the auto-creation of an Unregistered account (should one not already exist for that license plate number) based on an Image-Based Transaction/Trip being eligible for Violation processing and information provided by ROV Lookup.
338	The Contractor shall provide the capability to merge and unmerge accounts. This process shall logically lead the Authorized User through all necessary steps to merge one account into another.
339	The Contractor shall provide the capability for customers to have multiple mail addresses, email addresses, phone numbers and authorized contact information on the account.
340	The Contractor shall provide the capability to identify the source of the information for both Unregistered and Registered accounts.

341	The Contractor shall provide address adjustment logic to all addresses including those received from DMVs and ROV Look-up Service Providers, Skip Trace Service Providers and customers that includes but is not limited to:
	<ul style="list-style-type: none"> • the capability, when adding contact information, to assist the Authorized User by requiring zip code be entered first, then providing a pre-populated city and state;
	<ul style="list-style-type: none"> • verification, to ensure the address exists;
	<ul style="list-style-type: none"> • standardization, to normalize US addresses, such as “Drive” becomes “Dr.” and
	<ul style="list-style-type: none"> • selection from all potential address results.
342	The Contractor shall provide the capability to accept or reject the recommended changes provided during address validation or normalization.
343	The Contractor shall provide for a real-time address standardization options when entering addresses, including but not limited to:
	<ul style="list-style-type: none"> • addresses entered via a customer portal (Self-Service Website and Self-Service Mobile Application (Phase II and optional)) and
	<ul style="list-style-type: none"> • addresses entered by an Authorized User.
344	The Contractor shall provide the capability for multiple active addresses and apply them to their designated use, including all prior addresses for all account types, including but not limited to:
	<ul style="list-style-type: none"> • shipping and
	<ul style="list-style-type: none"> • billing.
345	The Contractor shall provide the capability to store address history and make all addresses accessible in the account.
346	The Contractor shall provide the capability to acquire and store multiple addresses, including all prior addresses for all account types, including but not limited to:
	<ul style="list-style-type: none"> • Customer provided via the Affidavit of Non-Liability
	<ul style="list-style-type: none"> • ROV Lookup provided;
	<ul style="list-style-type: none"> • Skip Tracing;
	<ul style="list-style-type: none"> • National Change of Address (NCOA) and
	<ul style="list-style-type: none"> • Collection Agency provided.
347	The Contractor shall provide the capability to add international addresses.
348	The Contractor shall provide the capability to automatically populate (or provide multiple options for selection) the city and state upon entry of the ZIP code (including Canada and Mexico).

349	The Contractor shall provide periodic updates, at least quarterly, to the ZIP code/city/state list, at a minimum, as additional information becomes available.
350	The Contractor shall provide the capability to prevent the account holder's name from being changed unless Approved by an Authorized User.
351	The Contractor shall provide the capability for email address confirmation by the customer by comparing a re-keyed email address. The addition of unmatched entries shall not be allowed.
352	The Contractor shall provide the capability when email addresses are added to an account (both Registered and Unregistered), to perform the email address confirmation process prior to finalizing the entry on the account. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the email account. A message shall be displayed indicating the email address will not be added until the confirmation process is complete.
353	The Contractor shall provide the capability to enter and categorize comments on accounts.
354	The Contractor shall provide the capability to insert BOS-generated comments on actions initiated by the BOS.
355	The Contractor shall provide the capability to force Authorized Users to enter comments or have the BOS automatically enter comments on actions processed on an account, including but not limited to:
	• disputes;
	• dismissals;
	• transfer transactions/trips to another account;
	• payment of Violation Notices through the account;
	• reversals of payments and dismissals;
	• waivers;
	• corrections and
	• adjustments.
356	The Contractor shall provide the capability to set the default PIN as the last 4 digits of the primary phone number, which can be updated in the BOS and IVR.
357	The Contractor shall provide the capability to validate a PIN used for identifying an authorized contact. The PIN shall be masked (not visible to CSRs) such that the CSR will ask the customer for the PIN and the customer will provide the PIN and the CSR will enter that number into the system and the system will validate the PIN. This way the CSR cannot give the customer any hints.

358	The Contractor shall provide the capability to securely email the PIN to the valid primary email address or text message on the account and require that the PIN be subsequently changed.
359	The Contractor shall provide the capability to establish and configure security questions and validate customer response prior to the release of the PIN to the customer. The security questions related to the PIN shall be the same as those used by the customer via the Self-Service Website or CSR assisted password reset
360	<p>The Contractor shall provide the capability for all account types to have multiple communication channels, including but not limited to:</p> <ul style="list-style-type: none"> • Phone (day/night); • cell phone; • additional phone numbers; • email; • additional email addresses; • fax; • text messaging and • mail.
361	The Contractor shall provide the capability to select a preferred communication channel for specific customer communications.
362	<p>The Contractor shall provide the capability to capture opt-in/opt-out preferences and record and store the customer’s election for certain items, including but not limited to:</p> <ul style="list-style-type: none"> • e-blast; • text messages; • statements and • marketing / newsletters.
363	<p>The Contractor shall provide an account summary (an account overview including name, address, vehicles, license plates, email, phone, payment method, etc.) in a printer-friendly format to be used for, including but not limited to:</p> <ul style="list-style-type: none"> • handing to walk-in customers; • inserting with mail transponder Fulfillment; • mailing to customers and • sending to customers via secure email.

364	The Contractor shall provide the capability to log all account changes and provide the capability to view details, including but not limited to:
	<ul style="list-style-type: none"> • prior value;
	<ul style="list-style-type: none"> • the new value;
	<ul style="list-style-type: none"> • user ID;
	<ul style="list-style-type: none"> • date/time and
	<ul style="list-style-type: none"> • user information, such as BOS, Authorized User or customer-originated.

1.4.2. Vehicles, License Plates and Transponders

The BOS shall support comprehensive license plate, vehicle information and transponder management functionality.

365	The Contractor shall provide the capability to manage a drop-down list of vehicle attributes, including but not limited to:
	<ul style="list-style-type: none"> • vehicle manufacturer;
	<ul style="list-style-type: none"> • vehicle make;
	<ul style="list-style-type: none"> • vehicle model;
	<ul style="list-style-type: none"> • vehicle year;
	<ul style="list-style-type: none"> • vehicle color;
	<ul style="list-style-type: none"> • Clean Air decal number (not a drop-down) and
	<ul style="list-style-type: none"> • transponder exception specifying that the make and model requires an externally mounted transponder or special mounting locations for windshield transponders.
366	The Contractor shall provide the capability to add multiple license plates and associated vehicle information to an account.
367	The Contractor shall Update and maintain the BOS's list of vehicle manufacturers and models as necessary to keep the list current.
368	The Contractor shall provide the capability to track the time period that a license plate is active on an account. This includes the start date and time and the end date and time. This is called the "Active Period". In most circumstances the customer would add the vehicle to their account with no end date but if it was a rental car it would have an end date/time.
369	The Contractor shall provide the capability to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be Configurable.
370	The Contractor shall provide the capability when adding a new license plate number to an account to automatically identify other account(s) associated with that license plate.

371	The Contractor shall provide the capability to identify that the vehicle(s) will be only on the account temporarily based on information provided by the customer, for example, a rental car, loaner from the car dealer or an out of town guest, and to prompt the user to enter a start date and time and an end date and time.
372	The Contractor shall provide the capability for vehicles identified as temporary to be added to the account even if the license plate number is already on a rental car account.
373	<p>The Contractor shall provide the capability to associate information with a license plate, including but not limited to:</p> <ul style="list-style-type: none"> • license Plate Type; • license plate Jurisdiction; • vehicle is a Clean Air Vehicle (CAV); • vehicles CAV eligibility has expired; • Clean Air Vehicle decal number; • vehicle has a Disabled Persons license plate; • vehicle has a Disable Veterans license plate' • vehicle make; • vehicle model; • vehicle year; • vehicle color; • transponder; • transponder type; • transponder friendly name (chosen by the customer); • ROV; • ROV address; • ROV Lookup date and • indication the license plate is a temporary license plate.
374	The Contractor shall provide the capability to require or not require a one-to-one relationship between sticker transponders and vehicle in accordance with Business Rules.
375	The Contractor shall provide the ability to make the one-to-one correlation between the sticker transponder and vehicle after a Configurable number of transactions/trips with the same transponder and vehicle.

376	The Contractor shall provide the capability, if the one-to-one relationship is required, allow for Authorized Users to override the Requirement as necessary, for example when a transponder is replaced.
377	The Contractor shall provide the capability for a many-to-one relationship between transponder and vehicle based on transponder type, account type and in accordance with Business Rules.
378	The Contractor shall provide the capability to record the history of ROV information associated with each license plate.
379	The Contractor shall provide the capability to search for license plate history and effective date ranges across multiple accounts.
380	The Contractor shall provide the capability to transfer vehicle(s) and associated license plate(s) between accounts while maintaining the associated vehicle transaction/trip history on the original account.
381	The Contractor shall provide the capability to add license plates from all 50 states, DC, U.S. Government, Canada and Mexico.
382	The Contractor shall provide the capability to record transponder delivery method, such as in person via the WIC or by mail.
383	The Contractor shall provide the capability to record transponder issue date and time.
384	The Contractor shall provide the capability to record and associate a payment for every transponder sold.
385	The Contractor shall provide the capability to track customer transponder requests.
386	The Contractor shall provide the capability to age Fulfillment requests and automatically send an Alert when a Fulfillment request has exceeded a Configurable amount of time.
387	The Contractor shall provide the capability for the Authorized User to override the BOS selected transponder mount type, such as windshield or head lamp.
388	The Contractor shall provide the capability for the Authorized User to override the customer selected transponder mount type, such as windshield or head lamp.
389	The Contractor shall provide the capability to read a transponder number (using a barcode reader) and automatically associate it to an account instead of requiring the transponder number to be typed in.
390	The Contractor shall provide the capability for Authorized Users to enter multiple vehicles in a tabular format.
391	The Contractor shall provide the capability to upload a file with vehicle information for the entry of a large number of vehicles.
392	The Contractor shall provide the capability for transferring transponders between accounts while maintaining the associated transponder transaction/trip history on the original account.

393	The Contractor shall provide the capability to monitor for excessive image-based tolls at the account level and at the vehicle or license plate level.
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1.4.3. Account Plans

The Authority offers Account Plans which offer benefits to customers who meet the qualifying criteria. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it. These Account Plans are Configured in the BOS and the BOS shall have the flexibility to apply the relevant Account Plan(s) based on the Business Rules.

The Authority also allows for non-revenue passage for qualified vehicles. The Account Plan functionality shall be used to support this program by applying a Configurable percent discount to specific transactions/trips on specific facilities in accordance with the Business Rules.

The Account Plans currently offered by the Authority are listed below. The Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.

- Convenience Plan –a one-time lifetime fee (Configurable);
- Standard Plan – monthly fee and discount after a Configurable # of transactions/trips and up to a Configurable maximum per month;
- Special Access Plan – provides free or discounted toll rates for three or more riders per vehicle, motorcycles, eligible CAVs, vehicles with disabled veteran or disabled person license plate, and
- Non-revenue Plan – which provides a Configurable discount (up to 100 percent) one or more of the Authority’s facilities.

394	The Contractor shall provide the capability to assign Account Plans at the account level.
395	The Contractor shall provide the capability to assign Account Plans at the transponder level.
396	The Contractor shall provide the capability to assign Account Plans at the license plate level.
397	Prevent the transfer of Account Plans when the transponder or the license plate is moved to another account in accordance with the Business Rules.
398	The Contractor shall provide the capability to enroll customers in Account Plans.
399	The Contractor shall provide the capability for configuring and offering various Account Plans with a combination of features, including but not limited to:
	<ul style="list-style-type: none"> • percentage discount;
	<ul style="list-style-type: none"> • dollar amount discount or transaction count discount with a maximum amount;
	<ul style="list-style-type: none"> • time duration, such as an Account Plan may only be available for a limited time or may require renewal every year;

	<ul style="list-style-type: none"> • method of calculating the discount, such as a transaction-level discount where members get a 50 percent discount on every qualifying toll transaction or a rebate credit on following month based on the frequency of trips within a period of time;
	<ul style="list-style-type: none"> • monthly maximum discount based on total dollar amount or number of transactions/trips;
	<ul style="list-style-type: none"> • use of Posting Date or Transaction Date to qualify transactions/trips for a rebate;
	<ul style="list-style-type: none"> • specific criteria for qualification;
	<ul style="list-style-type: none"> • a cost to join the Account Plan and
	<ul style="list-style-type: none"> • proof of eligibility, such as a vehicle registration as proof of registration criteria with ability for customer to upload electronically.
400	The Contractor shall provide the capability to track toll transactions/trips in frequency transponder-based discounts.
401	The Contractor shall provide the capability to apply rebates or toll credits as lump-sum account level credits.
402	The Contractor shall provide the capability to apply and reverse discounts to a range of toll transactions/trips on an account.
403	The Contractor shall provide the capability to clearly indicate which discount was applied to any given transaction/trip.
404	The Contractor shall provide the capability to configure a non-revenue plan (up to 100 percent discount) to a transponder or license plate on all or specific tolling locations for a specific Toll Facility.
405	The Contractor shall provide the capability to associate discount eligibility documentation (such as, a utility bill as proof of residence) to a transponder or vehicle.

1.4.3.1. Special Access Plans

406	The Contractor shall provide multiple Special Access Plans providing free or discounted toll rates (subject to change at the Authority’s discretion both during the Implementation Phase and Operations and Maintenance Phase), including but not limited to:
	<ul style="list-style-type: none"> • always HOV eligible when in I-405 Express Lanes (designated carpool);
	<ul style="list-style-type: none"> • motorcycles;
	<ul style="list-style-type: none"> • eligible CAVs;
	<ul style="list-style-type: none"> • vehicles with disabled veteran license plate and
	<ul style="list-style-type: none"> • vehicles with disabled person license plate.

407	With the exception of the occupancy which is validated by the ETTM System and reflected in the discounted toll rate assigned to the transaction/trip by the ETTM System, the Contractor shall provide the capability to validate all vehicles to ensure they meet the requirements for a Special Access Plan, This validation shall include:
	<ul style="list-style-type: none"> • attach documentation provided by the customer as proof of meeting the requirements for a Special Access Plan and queue for manual verification;
	<ul style="list-style-type: none"> • manually review the image of the flagged vehicle license plate noting the transponder used in the special access vehicle
	<ul style="list-style-type: none"> • assign the respective code to the transponder to indicate the respective discount (clean air vehicle, motorcycle, etc);
	<ul style="list-style-type: none"> • upon successfully matching the transponder to the license plate, charge the appropriate discount to all transactions/trips by that transponder including the first trip;
	<ul style="list-style-type: none"> • if the transaction/trip including that license plate does not have an associated transponder read, the discounted rate will be charged but the customer will be contacted to rectify the transponder situation and
	<ul style="list-style-type: none"> • for plates and transponders that are successfully matched include the appropriate code in the CTOC file.

1.4.3.2. Promotions

The BOS shall be able to manage promotions, promotion codes and credits. Balances related to promotions are tracked individually by promotion and separately from the account balance. Only eligible transactions can be deducted from promotional balances. Promotional balances are not refunded and can only be applied to tolls on the Authority’s Toll Facility.

408	The Contractor shall provide the capability to offer a Configurable number of weeks-worth of free travel on the Authority’s Toll Facility for new accounts.
409	The Contractor shall provide the capability to account and track promotions balances individually (for example, by promotion code) separately from the account balance.
410	The Contractor shall provide the capability to display the promotion balances and associated expiration date of the promotion balances so that the CSRs and customers can see the various promotion balances separately from the account’s cash balance.
411	The Contractor shall provide the capability (Configurable) to specify what types of transactions/trips are eligible to be deducted from promotional balances.
412	The Contractor shall provide the capability to track multiple promotions within an account and correctly determine which account or promotion balance should be depleted first (for example, by type of promotion, by the earliest issue or expiration end date or maximum discount yielded).

413	The Contractor shall provide the capability to prevent promotional balances from being refunded to customers in the event of account closure or specific customer request.
414	The Contractor shall provide the capability to credit toll payments back to the promotion balance if toll transactions/trips are reversed or adjusted.
415	The Contractor shall provide the capability to set an expiration date for promotions.
416	The Contractor shall provide the capability to offer promotions by Authority or Toll Facility with a combination of features and parameters, including but not limited to: <ul style="list-style-type: none"> • assignment of a promotion code to a company or event; • Configurable period of time (promotion start date and duration or end date); • Authority offering the promotion; • Toll Facility(ies) where the promotion can be used; • discount percentage per transaction/trip; • discount amount per transaction/trip; • eligibility (new accounts, existing accounts or both; existing accounts opened for more than an amount of time (Configurable)); • source (Self-Service Website or with a CSR); • source advertising channel (“where did you hear about it?”); • entry into a raffle/sweepstakes and • credit to the account.
417	The Contractor shall provide the capability to setup “refer-a-friend” promotion codes where both the referred (new) customer and the customer who referred the new customer enjoy the benefits of the promotion.
418	The Contractor shall provide the capability to apply rebates to accounts sponsored by a third party (such as a shopping mall).
419	The Contractor shall provide the capability to periodically (monthly) invoice the third-party sponsor for all rebates submitted and applied to accounts.
420	The Contractor shall provide the capability to expense promotional credits as used to the Authority where the credit was applied reducing that Authority’s toll revenue.

1.4.4. Fees, Penalties and Transactions

Penalties and fees are types of Financial Transactions that are assessed in addition to the toll amount or toll charge or in relation the customer’s account management. Penalties and fees can be assessed at the account level, Notification level or transaction level. At the account level, a returned payment fee or a Credit Card decline fee might be assessed in the event a check was returned unpaid by the

customer's bank or a Credit Card payment was declined. At the Notification level, a monthly statement fee might be assessed when a statement is mailed to the customer. At the transaction level, penalties are assessed when a transaction/trip is not paid and it becomes a Violation. Fees and penalties should be associated with the lowest possible level. Those fees related to specific transactions/trips should be associated with those transactions/trips. Fees and penalties related to Notification should be associated with that Notification, and all other fees and penalties should be associated with the account as a whole. No fees or penalties should be assessed on a cumulative basis, such as a fee or a penalty assessed and associated to another previously charged fee or penalty. Like adjustments and reversals, fees and penalties are Posted to the current Revenue Day. The BOS shall be capable of reversing fees and penalties automatically or manually, individually or in batches. Fees and penalties, even when associated with a single transaction, should not change the amount of transaction

421	The Contractor shall provide the capability to apply fees and penalties (automatically and manually) to accounts.
422	The Contractor shall provide the capability to apply fees and penalties (currently penalty is assessed to the Violation only), including but not limited to:
	<ul style="list-style-type: none"> • at the account level;
	<ul style="list-style-type: none"> • at the transponder level;
	<ul style="list-style-type: none"> • at the license plate level;
	<ul style="list-style-type: none"> • at the Notification level and
	<ul style="list-style-type: none"> • at the transaction level.
423	The Contractor shall provide the capability to define and charge account-related fees and penalties based on a set of Configurable parameters, including but not limited to:
	<ul style="list-style-type: none"> • hub processing fee (the Authority acting as a hub for other entities);
	<ul style="list-style-type: none"> • roaming fee (the Authority acting as a hub for other entities);
	<ul style="list-style-type: none"> • account fee;
	<ul style="list-style-type: none"> • administrative fee;
	<ul style="list-style-type: none"> • Interoperable customer transaction fee;
	<ul style="list-style-type: none"> • returned payment fee – Insufficient Funds;
	<ul style="list-style-type: none"> • Credit Card decline fee;
	<ul style="list-style-type: none"> • ACH decline fee;
	<ul style="list-style-type: none"> • transponder purchase fee;
	<ul style="list-style-type: none"> • Excessive I-Toll (Image-Based Toll) fee;
	<ul style="list-style-type: none"> • invoicing fee;

	<ul style="list-style-type: none"> • statement fee, depending on method of delivery;
	<ul style="list-style-type: none"> • late fee;
	<ul style="list-style-type: none"> • delinquent account fee;
	<ul style="list-style-type: none"> • account re-activation fee;
	<ul style="list-style-type: none"> • Violation penalty;
	<ul style="list-style-type: none"> • delinquent Violation penalty;
	<ul style="list-style-type: none"> • collection fee;
	<ul style="list-style-type: none"> • account deactivation fee;
	<ul style="list-style-type: none"> • Account Plan membership fee;
	<ul style="list-style-type: none"> • Registration Hold fee and
	<ul style="list-style-type: none"> • balance below Insufficient Balance Threshold fee.
424	The Contractor shall provide the capability to maintain the parameters (Configurable) related to fees and penalties.
425	The Contractor shall provide the capability to create new fees and penalties.
426	The Contractor shall provide the capability to manually apply custom fees and penalties to accounts.
427	The Contractor shall provide the capability for the assessment of fees based on account activities, for all accounts or specific account type(s).
428	The Contractor shall provide the capability to notify the customer via the channel(s) defined within the Business Rules, Operations Plan and SOPs when a fee or penalty is assessed.
429	The Contractor shall provide the capability to schedule a start and end date/time when a fee or penalty change will go into effect/conclude. For example, the statement fee is \$2.00 until July 31, 2024, after which it will increase to \$3.00.

1.4.5. Registered Account Replenishment

Registered accounts are established with a valid replenishment method for prepaid balances to be restored as toll and fee transactions deplete the prepaid balance. Account replenishment options are Credit Card, cash, check, ACH and money order. Replenishment by Credit Card can be set up to be automatic (auto-replenishment). For auto-replenishment, the BOS determines the replenishment timing and minimum amount based on parameters (Configurable). Replenishment by cash, check, ACH or money order requires the customer to replenish the account manually by mailing a check or visiting a WIC. Customers without an auto-replenishment method also may make a one-time payment by Credit Card or ACH.

430	The Contractor shall provide the capability for one or more auto-replenishment methods within an account for all electronic payment methods.
431	The Contractor shall provide separate replenishment parameters (Configurable) for all account types, including but not limited to: <ul style="list-style-type: none"> • fixed replenishment amount; • replenishment threshold based on a percentage of the replenishment amount; • replenishment thresholds based on the number of transponders on the account; • replenishment amount based on the number of transponders on the account; • replenishment amounts calculated based on average use for a period (Configurable) of time or a fixed amount, whichever is greater. For example, average use over the prior (3) month period as compared to \$30); • number of replenishment failures before next method is attempted and • number of declines before a replenishment method is suspended based on appropriate reject reasons.
432	The Contractor shall provide the capability for Authorized Users to identify individual accounts that are not subjected to auto-replenishment recalculation.
433	The Contractor shall provide the capability for account replenishment options based on Insufficient Balance Thresholds.
434	The Contractor shall provide the capability for automatic account replenishments via Credit Card and ACH.
435	The Contractor shall provide the capability for a hierarchical usage sequence for auto-replenishment methods for an account, such as primary method ACH and secondary method Visa Credit Card #1.
436	The Contractor shall provide for a stepped approach to failed auto-replenishments where an attempt is made to collect from the primary replenishment method a number of times (Configurable), followed by the secondary method and continuing until attempts have been made to replenish from all replenishment methods.
437	The Contractor shall provide the capability for automatically suspending an auto-replenishment method because of a number of declines (Configurable) and decline reason code. For example, if the reason for a decline is a closed account, the number of retries would be zero.
438	The Contractor shall provide the capability for automatically removing the suspension of an auto-replenishment method when there is an update to the Credit Card number, expiration date or any other related information.
439	The Contractor shall provide the ability to automatically update Credit Card expiration dates through the Merchant Service Provider.

440	The Contractor shall provide the capability to check if the Credit Card or ACH information is associated with another account when setting up an auto-replenishment method. The Contractor shall provide an Alert to the CSR of such condition and options to cancel or continue.
441	The Contractor shall provide the capability for an Alert to be sent to the PMMS of a failed auto-replenishment event because of BOS or Interface errors.
442	The Contractor shall provide the capability for the manual replenishing of accounts, regardless of payment method, on both a one-time and ongoing basis.
443	The Contractor shall provide the capability to check account balances each time a transaction is Posted to an account, as well as automatically submit an auto-replenishment attempt using the primary valid replenishment method when replenishment criteria is met.

1.4.6. Adjustments and Reversals

Adjustments and reversals are routinely processed in the BOS and are applied to any type of toll or Financial Transaction. Examples of such adjustments include correcting a toll rate, which would result in a change in toll, accepting a customer dispute for an incorrect charge, which would result in the reversal of the toll, or waiving or reducing a Violation penalty. Adjustments and reversals can be processed for single transactions, such as in the examples above, or in bulk. An example of a bulk adjustment is reversing all charges for a specific Toll Facility during a specific time period, as would be the case for an accident in the general-purpose lanes. Every adjustment and reversal requires the entry of a reason code identifying the reason for the adjustment or reversal. Adjustments and reversals must be associated with the original transaction, but must not change the original transaction. The original transaction must be preserved in the BOS once the transaction has been Posted to the account. Any adjustments to that transaction would be Posted to the current Revenue Day. The BOS shall have the capability to report on both the unadjusted transaction amount and the adjusted transaction amount based on transaction plaza and lane, hence the reason adjustments to transactions/trips shall be tied to but not change the original transaction.

444	The Contractor shall provide the capability to make corrections, adjustments and reversals to transactions/trips while preserving the original transaction, including the original Transaction Date and amount. Any corrections, adjustments or reversals shall be tied to, but not change, the original transaction/trip.
445	The Contractor shall provide the capability to properly disposition transactions/trips that are adjusted and/or reversed and are already in a Violation Notice stage.
446	All corrections, adjustments and reversals shall be Posted to the current Revenue Date so as not to affect prior closed Revenue Dates.
447	The Contractor shall provide the capability for full reversals of any type of transaction with a reason code (Configurable), preserving complete history.
448	The Contractor shall provide the capability for partial reversals of any type of transaction with a reason code (Configurable), preserving complete history.
449	The Contractor shall provide the capability to require that a reason code be entered for every adjustment and reversal.

450	The Contractor shall provide the capability for multiple corrections, adjustments and/or reversals to be made on a single transaction/trip while preventing the sum of such corrections, adjustments and/or reversals to exceed the amount of the original transaction/trip.
451	The Contractor shall provide the capability to establish Courtesy Credit amounts (Configurable) by Courtesy Credit type. Courtesy Credits shall be used for toll charges only on the Authority's Toll Facility and are not refundable and are charged as an expense when issued to customers.
452	The Contractor shall provide the capability to apply Courtesy Credits to accounts and require the entry of comments and reason assignment from allowable reason. The reason selected will determine how the expense is charged (transaction level or account level (50/50)).
453	The Contractor shall provide the capability to Authorized Users to configure all relevant parameters related to establishing role-based dollar amount thresholds for transactions that affect Authority's revenue, including but not limited to: <ul style="list-style-type: none"> • adjustments, • debits; • credits and • reversals.
454	The Contractor shall provide the capability for Authorized Users to Post adjustments, credits and reversals up to their role-based threshold amount (Configurable).
455	The Contractor shall provide the capability to establish a Case when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable) or not authorized for the particular action.
456	The Contractor shall provide the capability to establish a Case for a higher-level of approval when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable). The Authorized User who Approved the transaction shall be recorded and associated with the transaction.
457	The Contractor shall provide detailed tracking of individual adjustments, credits and/or reversals and categorize each separately.
458	The Contractor shall provide a trip and/or transaction search and adjustment screen(s) where Authorized Users can enter the selection criteria, retrieve the transactions/trips and make bulk adjustments or reversals. This capability shall allow the selection of groups of transactions/trips to which the correction will apply and adjustment comments entered for the affected transactions/trips. The Authorized User shall be allowed to select/deselect specific transactions/trips within the group. For example, the Authority may require all trips/transactions that include a certain toll point between 2 a.m. and 5 a.m. on a specific date to be fully reversed or all transactions at that toll point to be charged \$1.00.

459	The Contractor shall provide the capability to process adjustments and reversals that affect Interoperable Agency customers in accordance with the applicable Interoperable specifications and include these transactions/trips in the reconciliation reporting based on adjustment Posting Date (not original Transaction Date).
460	The Contractor shall provide the capability to transfer transactions/trips (financial or tolls) to another account. For example, a check Posted incorrectly to an account gets reversed and re-Posted to the appropriate account.
461	The Contractor shall provide the capability to adjust the eligibility for discounts and promotions when transactions are corrected, adjusted or reversed.
462	The Contractor shall provide the capability to adjust discounts and promotions when transactions are adjusted, corrected or reversed.

1.4.7. Account Statuses

Account statuses determine how transactions/trips are processed and associated to accounts.

463	The Contractor shall provide account statuses, including but not limited to:
	<ul style="list-style-type: none"> • active (accounts in good standing);
	<ul style="list-style-type: none"> • low balance (account below replenishment threshold – Credit Card has declined or cash account below threshold);
	<ul style="list-style-type: none"> • delinquent (Registered accounts only – accounts that fall below the Insufficient Balance Threshold);
	<ul style="list-style-type: none"> • collection (account information has been sent to the Collection Agencies);
	<ul style="list-style-type: none"> • pending close (Registered accounts only – accounts scheduled to close remain in this status for a Configurable number of days to allow for final transactions/trips to clear) and
464	The Contractor shall provide the capability to automatically, according to Business Rules, transition between account statuses.
465	The Contractor shall provide the capability to set a different period of time (Configurable) before accounts automatically transition from pending close to closed based on the reason the account is to be closed.
466	The Contractor shall provide capability for customer Notification (Configurable) when the account status changes.
467	The Contractor shall provide the capability to use the account’s status in determining whether or not to Post a transaction/trip to the account. For example, only Post transactions to an account in active or pending close statuses.

468	The Contractor shall provide the capability to automatically set an account to delinquent status once the account balance reaches below the Insufficient Balance Threshold or a Configurable number of days from the low balance notification.
469	The Contractor shall provide the capability to automatically set accounts to pending close status upon a request to close the account and take automatic actions, including but not limited to:
	• deactivate plates and vehicles on the account;
	• deactivate transponders on the account and
	• prorating of prepaid discount fees.
470	The Contractor shall provide the capability to automatically age an account from pending close to closed status after a period of time (Configurable) and to take automatic actions, including but not limited to:
	• removing payment methods on the account;
	• assessing the appropriate fees;
	• expiring promotion credits;
	• processing the refund amount bringing the balance to zero and
	• processing the refund automatically based on criteria or approval.
471	The Contractor shall provide the capability for capturing multiple levels of reason codes for an account closing at “pending close” time.
472	The Contractor shall provide the capability for the reactivation (back to an active status) of an account in the pending close and closed statuses.
473	The Contractor shall provide the capability to prevent transactions from Posting to closed accounts.
474	The Contractor shall provide the capability for Authorized Users to add comments to closed accounts.

1.4.8. Account Flags

Account Flags are used to identify meaningful conditions and information about the account, its transactions/trips, vehicles, transponders and payment methods which are used to trigger a Notification or other actions and for reporting. During design, the Contractor shall describe the ways in which these types of information shall be identified to the customers and Authorized Users.

475	The Contractor shall provide the capability to set and maintain Flags (Configurable) that can be displayed on accounts for issues related to the account, a license plate, or transponder on the account.
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476	<p>The Contractor shall provide the capability to automatically set Flags on account based on conditions and events, including but not limited to:</p> <ul style="list-style-type: none"> • bad address; • bad email address/no email address; • bad phone number (for both calls and texts); • account closed in Collections; • account was not completely opened; • account has debt which was written-off; • account has debt which was written-off in Collections; • account has an Investigative Review in process; • account has an open refund request; • no active vehicles; • no active transponder (applicable only to FasTrak accounts); • transponder in certain status, for example, lost or stolen (not applicable to Unregistered accounts); • excessive toll at license plate level (not applicable to Unregistered accounts); • temporary license plate; • account is in pending to close status (not applicable to Unregistered accounts); • account has an open Case; • customer participates in a non-revenue Account Plan (not applicable to Unregistered accounts); • customer enrolled in Account Plan (s) (not applicable to Unregistered accounts); • Special Access Plan on the account or on a vehicle on the account (not applicable to Unregistered accounts); • unresolved returned check; • unresolved Credit Card decline on the account; • at least one Credit Card marked by the BOS as bad (not applicable to Unregistered accounts); • at least one Credit Card is expired or is expiring within a number (Configurable) of days (not applicable to Unregistered accounts);
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	<ul style="list-style-type: none"> • account has at least one suspended auto-replenishment method (not applicable to Unregistered accounts);
	<ul style="list-style-type: none"> • account has unpaid Violation(s) not applicable to Unregistered accounts);
	<ul style="list-style-type: none"> • account has debt in Collections;
	<ul style="list-style-type: none"> • one or more vehicles on the account has been placed on Registration Hold;
	<ul style="list-style-type: none"> • at least one license plate on the account has an unpaid Violation(s);
	<ul style="list-style-type: none"> • an Administrative Review has been scheduled for the account;
	<ul style="list-style-type: none"> • at least one Violation associated with the account has a Civil Judgement and
	<ul style="list-style-type: none"> • account was subject to Escheatment.
477	<p>The Contractor shall provide the capability for Authorized Users to manually set account Flags, including but not limited to:</p> <ul style="list-style-type: none"> • high priority comment; • bad phone number (for both calls and texts); • bad address; • do not accept checks for payment; • inactive account; • account needs to be referred to a supervisor; • account holder is deceased and • CSC has been informed of account holder bankruptcy.
478	<p>The Contractor shall provide the capability to display all active Flags on an account upon accessing the account information.</p>
479	<p>The Contractor shall provide the capability to automatically clear Flags based on criteria.</p>
480	<p>The Contractor shall provide the capability for Authorized Users to manually clear Flags no longer applicable to an account.</p>

1.4.9. Transponders

There are different types of transponders, with each having a distinct purpose. The Authority may issue the types of transponders described below.

- Interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles.

- Breakable interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles because they are designed to break if removed after they have been applied to a surface.
- Three-position hard-case transponders (switchable) – are mounted on the inside of a vehicle’s windshield with mounting strips that allow a customer to switch between three Occupancy Setting modes.
- Exterior headlight transponders (non-switchable) – are clear stickers which are permanently affixed to the motorcycle’s or vehicle’s headlight.

481	The Contractor shall provide for transponder statuses (Configurable), including but not limited to:
	<ul style="list-style-type: none"> • inactive;
	<ul style="list-style-type: none"> • valid and
	<ul style="list-style-type: none"> • invalid.
482	The Contractor shall provide the capability to manually change transponder statuses, such as when a customer calls to report a transponder has been stolen.
483	The Contractor shall provide the capability to automatically change transponder statuses. For example, when a transponder that is in inventory with an inactive status is subsequently added to an account, the status changes to active.
484	The Contractor shall provide the capability to track a transponder’s current status and status history.
485	The Contractor shall provide the capability to automatically change the transponder status from valid to invalid for all transponders on an account when the account balance is equal to or below a balance (Configurable).
486	The Contractor shall provide the capability to automatically change the transponder status from invalid to valid for all transponders on an account when the account balance is above a balance (Configurable).
487	The Contractor shall notify the customer when the transponder changes status.

1.4.10. Incoming Customer Communication

488	The Contractor shall provide the capability to track, store and electronically view all incoming customer contact- related information on all account types.
489	The Contractor shall provide the capability to associate incoming customer communication with the account for all communication channels in accordance with the Security Standards, including but not limited to:
	<ul style="list-style-type: none"> • phone;
	<ul style="list-style-type: none"> • email (including attachments);

	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • chat;
	<ul style="list-style-type: none"> • text messaging;
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • mail and
	<ul style="list-style-type: none"> • in-person contact.
490	The Contractor shall provide the capability to track and account for all incoming customer communication.
491	The Contractor shall provide the capability for a CSR to upload a file and have it associated with an account, including but not limited to:
	<ul style="list-style-type: none"> • an audio file from a recorded conversation;
	<ul style="list-style-type: none"> • a PDF file, such as, an outbound email or mail piece and
	<ul style="list-style-type: none"> • an image file, such as, a scanned document emailed by a customer.
492	The Contractor shall provide the capability to view data files or play audio files associated with accounts.
493	The Contractor shall provide the capability to scan incoming print communications and save the resulting image in the BOS. The Contractor's solution shall be robust, enterprise-level and integrated with the BOS and with capabilities including but not limited to:
	<ul style="list-style-type: none"> • bulk scanning;
	<ul style="list-style-type: none"> • indexing, sorting, collating;
	<ul style="list-style-type: none"> • bulk demographic data entry and
	<ul style="list-style-type: none"> • automatic assignment to accounts.
494	The Contractor shall provide the capability to categorize all incoming communication via drop-down menu options (Configurable), including but not limited to:
	<ul style="list-style-type: none"> • application;
	<ul style="list-style-type: none"> • account close request;
	<ul style="list-style-type: none"> • account information change;
	<ul style="list-style-type: none"> • administrative review request;
	<ul style="list-style-type: none"> • Affidavit of Non-Liability;
	<ul style="list-style-type: none"> • bankruptcy document;

	<ul style="list-style-type: none"> • Clean Air Vehicle proof;
	<ul style="list-style-type: none"> • complaint;
	<ul style="list-style-type: none"> • contest notice;
	<ul style="list-style-type: none"> • death certificate;
	<ul style="list-style-type: none"> • dispute;
	<ul style="list-style-type: none"> • divorce decree;
	<ul style="list-style-type: none"> • financial hardship;
	<ul style="list-style-type: none"> • general correspondence/inquiry;
	<ul style="list-style-type: none"> • lease agreement;
	<ul style="list-style-type: none"> • marriage license;
	<ul style="list-style-type: none"> • other miscellaneous;
	<ul style="list-style-type: none"> • payment;
	<ul style="list-style-type: none"> • police report;
	<ul style="list-style-type: none"> • proof that the vehicle was rental or leased vehicle;
	<ul style="list-style-type: none"> • proof that the vehicle was sold/stolen;
	<ul style="list-style-type: none"> • rental car agreement;
	<ul style="list-style-type: none"> • returned mail – with forwarding address;
	<ul style="list-style-type: none"> • returned mail – without forwarding address;
	<ul style="list-style-type: none"> • sale documentation;
	<ul style="list-style-type: none"> • transponder request and
	<ul style="list-style-type: none"> • vehicle registration.
495	The Contractor shall provide the capability to search for all incoming communication.
496	The Contractor shall provide the capability to create a Case for each incoming communication piece scanned into the BOS. Each scanned communications piece will either initiate a new Case or be associated with an existing one, as determined by an Authorized User.
497	Create a customer contact record for all automated customer contacts. For example, if the customer provides a new address and phone number, the BOS shall automatically create a contact record that says customer contacted the BOS via Self-Service Website to update address and cell phone number.

498	The Contractor shall provide the capability to track contacts based on channel or contact reasons.
499	The Contractor shall provide the capability to set and maintain customer contact attributes, including but not limited to:
	<ul style="list-style-type: none"> • channels;
	<ul style="list-style-type: none"> • date and time;
	<ul style="list-style-type: none"> • actions;
	<ul style="list-style-type: none"> • contact reasons;
	<ul style="list-style-type: none"> • comments and
	<ul style="list-style-type: none"> • comment category.

1.5. Image Transfer and Transaction/Trip Processing

1.5.1. Transaction/Trip Transfer

The ETTM System captures transactions and images for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips and handles automatic and manual image review. The transaction/trip is created by the ETTM System. The ETTM System sends the full formed trip, associated transactions, image(s) and license plate data (if needed) to the BOS.

500	The Contractor shall provide the capability to accept and store images related to transactions/trips, Violations, I-Tolls from the ETTM System in accordance with ICD.
501	The Contractor shall provide the capability for customers and Authorized Users to retrieve, view and print images related to transactions/trips, Violations and I-Tolls.
502	The Contractor shall provide the capability to associate images with the related transaction/trip in the BOS based on information provided by the ETTM System.
503	The Contractor shall provide the capability to transmit the status of image acquisition errors to the ETTM System Contractor and the PMMS.
504	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.
505	Reconcile and report transaction file discrepancies, errors and rejects by reason.
506	The Contractor shall provide the capability to send and receive all data and files between the ETTM System and the BOS in compliance with the ETTM System Contractor's ICDs, and any updates made to them must meet the Requirements of the Statement of Work and Requirements.

507	The Contractor shall provide the capability to support a list of ETTM Systems with which the BOS shall Interface to receive Transponder-Based and Image-Based Transactions. All received transactions/trips shall be verified against the list of ETTM Systems.
508	The Contractor shall provide the capability to receive and maintain a listing of each Toll Facility's tolling points and lanes (including designation of direction) from which the BOS shall receive transactions/trips. All transactions/trips received shall be verified against the Toll Zone and lane (including designation of direction) listing for each Toll Facility.
509	The Contractor shall provide the capability to receive and process Transponder-Based and Image-Based Transactions/Trips from each ETTM System.
510	The Contractor shall provide the capability to validate the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the ETTM System meet the Requirements of the ICD.
511	The Contractor shall provide the capability to validate the transactions/trips to ensure compliance to Interface Requirements and established parameters for each Toll Facility and identify errors and exceptions.
512	<p>The Contractor shall provide the capability to accept, but not Post to accounts or process further Transponder-Based and Image-Based Transactions/Trips that have failed the verifications and cannot be processed further as submitted for collecting tolls at the BOS. Such rejected transactions/trips include but are not limited to:</p> <ul style="list-style-type: none"> • transactions/trips are older than the established parameters; • transactions/trips do not belong to Toll Facilities on the Toll Facilities list; • transactions/trips do not belong to a Toll Zone on the Toll Facility list; • internal transponder identification number is not valid; • transaction/trip is a duplicate of a Posted Transponder-Based Transaction/Trip on the account; • transaction/trip is a duplicate of a Posted I-Toll Transaction/Trip on the account; • transaction/trip is a duplicate of a Violation transaction/trip on the account; • transaction/trip was rejected by the Interoperable/CTOC Agency and • transaction/trip is not in compliance with the ICD.
513	<p>The Contractor shall provide the capability to identify duplicate transaction/trip verification (Configurable) for each Toll Facility, based on various criteria, including but not limited to:</p> <ul style="list-style-type: none"> • Toll Facility; • Toll Zone; • direction of travel;

	<ul style="list-style-type: none"> • lane;
	<ul style="list-style-type: none"> • transaction/trip time differential;
	<ul style="list-style-type: none"> • transaction/trip type:
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • license plate number and
	<ul style="list-style-type: none"> • transponder number.
514	The Contractor shall provide the capability to reconcile transmitted transaction/trip counts and errors by date sent to the BOS and Transaction/Trip Date and Time.
515	The Contractor shall provide the capability to categorize failed transactions/trips into error codes and exception codes for reporting purposes.
516	The Contractor shall provide the capability to accept and process corrected transactions/trips that have been previously rejected.

1.5.2. Transmission Error Identification

517	The Contractor shall provide the capability to send status of transaction/trip transmission and/or verification errors to the PMMS.
518	The Contractor shall provide the capability to identify when the actual number of Transponder-Based Transactions/Trips and Image-Based Transactions/Trips received from an ETTM System is a percentage (Configurable) below the expected number for each Toll Zone and lane based on historical volumes and send an Operational Alert Notification to the PMMS.
519	The Contractor shall provide the capability to identify when percentage (Configurable) of trips sent as image-based has increased compared to historical data and send an Operational Alert Notification to the PMMS.
520	The Contractor shall provide the capability to identify when the actual number of images acquired is a percentage (Configurable) below the expected amount for each Toll Zone and lane and send an Operational Alert Notification to the PMMS.
521	The Contractor shall provide the capability to create transmission failure Alerts based on parameters, including but not limited to missing plazas and delayed transactions by Toll Facility and transaction/trip type.
522	The Contractor shall provide the capability to identify if there are missing images from a specific Toll Zone (Configurable number over a Configurable period of time) and send an Operational Alert Notification to the PMMS.
523	The Contractor shall provide the capability (Configurable) to retry the acquisition of images for transactions/trips initially identified as not having images.

524	The Contractor shall provide the capability to match the acquired image with its transaction/trip.
525	The Contractor shall provide the capability to identify transactions/trips for which images were expected but are missing and generate an Operational Alert Notification to the PMMS if images are missing for more than a number of transactions/trips (Configurable) and after an amount (Configurable).
526	The Contractor shall provide the capability to transmit the status of image acquisition errors to Authorized Users.
527	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.

1.5.3. Interoperability

The Authority is already Interoperable with the other toll agencies in California. During the Implementation Phase and Operations and Maintenance Phase, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority intends to participate in regional and national Interoperability.

The BOS and the Interoperable/CTOC Agencies shall exchange files in accordance with the most current ICDs.

528	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the latest WRTO/CTOC ICD. See Attachment A: WRTO and CTOC Technical Specification for Interagency Electronic Data Interchange for current ICD.
529	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the Authority's Business Rules. The Contractor shall support Interoperable agencies that will be on different versions of the WRTO/CTOC ICD throughout the Term of the Agreement.

1.5.3.1. OCTA Customers on Interoperable Agency Facilities

Customers who have an Active Registered account may use the Toll Facilities of Interoperable/CTOC Agencies. Transactions/trips generated on the Interoperable facilities will be transmitted to the BOS for processing and Posting to accounts. Interoperable/CTOC Agencies will receive disposition for each submitted transaction/trip in accordance with their individual Interoperable/CTOC Agency ICD. Images will not be provided by Interoperable Agencies. The BOS shall meet the following Requirements related to Transponder-Based Transactions/Trips and Image-Based Transactions/Trips submitted by Interoperable/CTOC Agencies.

530	The Contractor shall provide the capability to create, transmit and exchange all data and files between the BOS and Interoperable/CTOC Agencies in compliance with the existing ICDs and any updates made to them to meet the Requirements of the Statement of Work.
531	The Contractor shall provide the capability to receive and process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the Interoperable/CTOC Agencies.

532	<p>The Contractor shall provide the capability to validate that the Transponder-Based Transactions and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies meet the criteria for qualification, including but not limited to:</p> <ul style="list-style-type: none"> • Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies are Posted when the associated account and transponder were active; • Transponder-Based Transactions/Trips and Image-Based Transactions/Trips meet the Requirements of the ICD and • Image-Based Transactions/Trips have a license plate number, Jurisdiction and Plate Type (if applicable), and the transaction occurred when the associated account and plate were active.
533	<p>The Contractor shall provide transaction/trip disposition to Interoperable/CTOC Agencies for each submitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.</p>

1.5.3.2. Interoperable/CTOC Customers on Authority Toll Facility

Interoperable/CTOC Agency customers who have accounts at other Interoperable/CTOC Agencies may use the Authority’s Toll Facility. These customers may create Transponder-Based Transactions/Trips and Image-Based Transactions/Trips. The BOS identifies such transactions as Interoperable/CTOC Transactions/Trips, validates such transactions/trips are in compliance with Interoperable/CTOC ICDs and transmits them to the Interoperable/CTOC Agency for processing and Posting to the appropriate accounts. The Authority may assess a Configurable ‘roaming/hub processing fee’ based on the transaction/trip type. Interoperable/CTOC Agencies will transmit the disposition for each submitted transaction/trip to the BOS in accordance with their individual Interoperable/CTOC ICD.

The BOS shall meet the following Requirements related to Interoperable/CTOC Transponder-Based Transactions/Trips and Image-Based Transactions/Trips.

534	<p>The Contractor shall provide the capability to receive and validate Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the ETTM System.</p>
535	<p>The Contractor shall provide the capability to validate that the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips are in compliance with the Interoperable/CTOC ICDs.</p>
536	<p>The Contractor shall provide the capability to, if configured, assess the appropriate ‘roaming/hub processing fee’ based on the transaction/trip type.</p>
537	<p>The Contractor shall provide the capability to identify clean air vehicles and motorcycles for discounts from Interoperable/CTOC Agencies.</p>
538	<p>The Contractor shall provide the capability to transmit Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to the appropriate Interoperable/CTOC Agency.</p>

539	The Contractor shall provide the capability to receive transaction/trip disposition from the Interoperable/CTOC Agencies for each transmitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.
540	The Contractor shall provide the capability to invoice IOP, make payments to IOP and receive post payments from IOP, retain and aging of IOP receivables

1.5.4. Monitoring – Operations and System Performance

The Authority requires monitoring tools to effectively track and manage operations with the goals of optimizing efficiency, performance and customer service. The Authority requires clear visual and graphical representation of the workflow statuses and the provision of Alerts to identify backlogs and problems on a timely basis.

541	The BOS shall provide pictorial representations (dashboard) of the BOS operations and performance, and Authorized Users performance and productivity at all stages of inbound customer contact points and operations process flow.
542	The BOS shall provide Authorized Users the ability to customize and personalize their dashboard to display data elements selected by the user.
543	The BOS shall provide user interface in real-time to review and be alerted to problems, exceptions, issues and variance from Performance Measures by means of conditional formatting.
544	The BOS shall provide users with the capability to drill to the individual details and back-up information of any transaction/trip state, status or problem.
545	The BOS shall provide user interface to establish various thresholds (Configurable) to monitor and assess BOS and operations performance in areas such as inbound calls, emails, chat, cases, transponder requests, etc.
546	The BOS shall generate automated notifications to the PMMS when specified deviations from established thresholds are detected within a user defined period of time (Configurable) and provide such notifications on the dashboard.

1.5.5. Transaction/Trip Processing Lists

1.5.5.1. Processing Exception List

The Processing Exception List is a list of license plates and transponders used to identify Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that require manual review and disposition prior to final processing due to known customer service and/or processing issues.

547	The Contractor shall provide the capability to maintain a separate Processing Exception List of license plates and transponders for each Toll Facility.
548	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Processing Exception List of license plates and transponders.
549	All changes to the Processing Exception List shall require Authority Approval.

550	The Contractor shall provide the capability for Authorized Users to enter effective start and end dates for each license plates and transponder.
551	The Contractor shall provide the capability for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that are active on the Processing Exception List to not be processed by the BOS until manually reviewed and dispositioned.
552	The Contractor shall provide the capability via a processing exception screen to review each transaction and image and either reintroduce the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for normal BOS processing or have them remain unprocessed.
553	The Contractor shall provide the capability via a processing exception screen to review Transponder-Based Transactions/Trips and Image-Based Transactions/Trips multiple times before reintroducing them for BOS processing.
554	The Contractor shall provide the capability for reintroduced Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to follow all of the applicable processing rules. For example, if the time process time threshold has been exceeded the normal dispositioning process would occur.
555	All Transponder-Based Transactions/Trips and Image-Based Transactions/Trips subject to the processing exceptions shall be included in all applicable transactional and financial reporting.

1.5.5.2. Plate Correction List

The Plate Correction List contains license plate numbers identified by the CSC Operations as being problematic based on customer disputes or QA processes and requiring analysis and correction by the ETTM System Contractor to prevent recurring issues.

556	The Contractor shall provide the capability to provide a separate Plate Correction List for each Toll Facility.
557	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Plate Correction List of license plates with all available plate information.
558	The Contractor shall provide the capability for Authorized Users to electronically send the Plate Correction List to the ETTM System Contractor.
559	The Contractor shall provide the capability to search for, retrieve and correct plates added to the Plate Correction List to avoid the same errors from occurring for transactions that are in process.

1.5.6. Customer Validation and Transaction/Trip Posting

Upon the completion of the initial verifications and processing, the BOS shall attempt to Post the transactions/trips to accounts. The sequence in which the Posting occurs is determined during design.

1.5.6.1. Transaction/Trip Posting - General

Generally, the toll rate assigned by the ETTM System is the rate that the customer is charged. On Express Lane facilities, the toll rate depends on the numbers of occupants in the vehicle. Some transponders have the ability to indicate the number of occupants in the vehicle depending on where the customer has set the switch. Account Plans, plate codes and transponder codes such as the Clean Air Vehicle or motorcycle may also affect the toll rate. During the Operations and Maintenance Phase, it is anticipated that the occupancy required to receive a discounted or \$0 toll rate will change (for example, from 2+ to 3+).

560	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order and sequence in which transactions/trips are processed for Posting to the various account types.
561	The Contractor shall use the Authority's Business Rules and existing hierarchy in developing the rules for Posting trips.
562	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order in which the transactions/trips shall be processed and their final outcome, including but not limited to: <ul style="list-style-type: none"> • type of the transaction/trip (Transponder-Based or Image-Based); • the submitting Entity (Toll Facility, Authority or Interoperable/CTOC Agency); • the presence of a transponder in the transaction/trip; • account type; • account status; • the status of the transponder at the time of the transaction/trip and • the availability of an image.
563	The Contractor shall provide the capability to store multiple transponders per transaction/trip and charge the transponder according to the rules.
564	The Contractor shall provide the capability to transmit Interoperable Transponder-Based Transactions/Trips to Interoperable/CTOC Agencies to Post to the Interoperable/CTOC Agency accounts.
565	The Contractor shall provide the capability to validate Transponder-Based Transactions/Trips and account type and support the processing order (Configurable) of transactions/trips with transponders, per Business Rules.
566	The Contractor shall process the transaction as an Image-Based Transaction if a Transponder-Based Transaction/Trip cannot be Posted to an account, but it contains the license plate data, then depending on the reject reason. For example, if a Transponder-Based Transaction/Trip was rejected by an Interoperable/CTOC Agency due to insufficient funds on the account, then the transaction/trip can be processed as an Image-Based Transaction/Trip if an image is available.

567	The Contractor shall provide the capability to reprocess transactions as Image-Based Transactions/Trips if Transponder-Based Transactions/Trips cannot be Posted to an account and are rejected by the BOS, in accordance with the processing order (Configurable) based on the reject reason.
568	The Contractor shall provide the capability to validate the transaction/trip and account type and support the processing order (Configurable) of Image-Based Transactions/Trips per Business Rules.
569	The Contractor shall provide the capability to insert pauses, of durations (Configurable), in transaction processing within the transaction/trip processing sequence to allow for other interactions (for example, a grace period to allow customer to provide payment before a transaction is Posted to a rental car account or an Unregistered account).
570	The Contractor shall provide the capability to configure whether payments are guaranteed for both Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for each Interoperable/CTOC Agency.
571	The Contractor shall provide the capability to Post a Transponder-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.
572	The Contractor shall provide the capability to Post an Image-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.
573	The Contractor shall provide the capability to process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to an account based on date and time the transaction/trip was received by the BOS in First in First Out (FIFO) order.
574	The Contractor shall provide the capability to attempt to Post a toll transaction/trip (OCTA or Interoperable/CTOC) that did not Post to the account initially at Configurable intervals for a Configurable amount of time.
575	The Contractor shall provide the capability to Post tolls/trips based on the particular tolling location. For example, if the transponder has a non-revenue plan for a particular Toll Facility, then transactions/trips for that transponder are charged \$0.00 for transactions/trips on that Toll Facility.

1.5.6.2. I-Toll Transaction/Trip Posting

Transponders sometimes fail to read when the customer uses the Toll Facilities. This results in the capture and processing of the customer license plate image by the ETTM System. An Image-Based Transaction/Trip along with the license plate image(s) and data is ultimately submitted to the BOS for processing. Accounts with a number of I-Tolls deemed excessive may be notified and those customers may be charged a fee.

The BOS identifies the license plate as belonging to the Authority or Interoperable/CTOC account and verifies that the Image-Based Transaction/Trip is eligible for Posting to the account as an I-Toll Transaction/Trip. An I-Toll shall be Posted to an account in accordance with Business Rules. For an Interoperable/CTOC account, an I-Toll shall be sent to the Interoperable Agency for processing only

if the license plate is on the valid license plate file for the Transaction Date. Image(s) for I-Toll Transactions/Trips shall be retained by the BOS.

576	The Contractor shall provide the capability to identify and Post I-Tolls belonging to the Authority or Interoperable/CTOC account based on a combination of factors, including but not limited to:
	<ul style="list-style-type: none"> • the account status at the time of the transaction/trip;
	<ul style="list-style-type: none"> • current account status;
	<ul style="list-style-type: none"> • account open date;
	<ul style="list-style-type: none"> • effective date and time range for the license plate on the account;
	<ul style="list-style-type: none"> • Account Plans associated with the account, transponder or license plate;
	<ul style="list-style-type: none"> • license plate number;
	<ul style="list-style-type: none"> • license plate Jurisdiction;
	<ul style="list-style-type: none"> • license Plate Type;
	<ul style="list-style-type: none"> • license plate status;
	<ul style="list-style-type: none"> • license plate image;
	<ul style="list-style-type: none"> • whether the license plate was on the account at the time of the transaction/trip and
	<ul style="list-style-type: none"> • the account balance.
577	The Contractor shall store the image(s) associated with I-Toll Transactions/Trips.
578	The Contractor shall provide the capability to check each time a license plate is added to a Registered account and when a license plate start date/time is changed and every day after until resolved to see if any Violations match that license plate and Post all applicable Violations to the account in accordance with Business Rules.
579	The Contractor shall provide the capability to setup the parameters (Configurable) which trigger an Excessive I-Toll Notification.
580	The Contractor shall provide the capability to set up the parameters (Configurable), which trigger the application of the Excessive I-Toll fee, including a grace period after a customer is notified.
581	The Contractor shall provide the capability to apply the Excessive I-Toll fee in the future only when a percentage (Configurable) of monthly transactions are processed by plate.

1.5.6.3. Toll and Discount Posted

The transactions/trips submitted by the ETTM System and the Interoperable/CTOC Agencies will contain multiple toll rates based on the Toll Facility or Interoperable/CTOC Agency, the type of

facility and the transaction/trip type (listed below). Based on the Business Rules, the BOS shall apply the applicable discounts and charge the account the correct toll rate.

582	The Contractor shall provide the capability to apply applicable discounts for Account Plans associated with the account, transponder or license plate to the Transponder-Based and Image-Based Transactions/Trips.
583	The Contractor shall provide the capability to Post the appropriate toll and discounts to Transponder-Based Transactions/Trips and the Image-Based Transactions/Trips based on various conditions (Configurable), including but not limited to:
	<ul style="list-style-type: none"> • type of transaction/trip received from the ETTM System, for example non-revenue;
	<ul style="list-style-type: none"> • type of transaction/trip received from the Interoperable/CTOC Agencies;
	<ul style="list-style-type: none"> • type of Toll Facility, for example Express Lanes;
	<ul style="list-style-type: none"> • account balance;
	<ul style="list-style-type: none"> • type of transaction/trip at the time of Posting (FasTrak, I-Toll or Violation);
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • Flags on the account, for example Excessive I-Toll and
	<ul style="list-style-type: none"> • transponder and plate designators (CAV).

1.5.6.4. Owner Identification

For those Image-Based Transactions/Trips that do not Post to an existing account or Interoperable/CTOC account, the registered owner name and address information for the vehicle (based on the license plate) needs to be obtained from DMV or ROV Lookup Provider sources.

584	The Contractor shall establish a direct Interface with the California Department of Motor Vehicles (DMV) to perform an ROV look up for each transaction with California license plates.
585	The Contractor shall establish a direct Interface with the Arizona, Oregon and Nevada Department of Motor Vehicles (DMV) to perform an ROV look up for any applicable trip.
586	The Contractor shall provide a ROV Lookup Service Provider to be used to perform an ROV Lookup for each transaction with license plates from all other States, the District of Columbia and the U.S. Government.
587	The Contractor shall provide the capability to identify California temporary plates based on numbering sequence and other information provided by the DMV.
588	The Contractor shall provide the capability to lookup temporary license plates issued by the California DMV utilizing a separate database for temporary plates.

589	The Contractor shall provide the capability to obtain and store Vehicle Identification Number (VIN) for a temporary license plate and using the VIN, associate the temporary license plate to permanent plate to ensure only a single Unregistered account is created for the vehicle and that California DMV hold is placed on the permanent plate, if applicable.
590	<p>The Contractor shall provide the capability to manage addresses associated with Protected Plates agencies, which is the agency name returned from the DMV or ROV Lookup Provider for license plates of customers affiliated with federal, state or local agencies allowed to shield addresses. including but not limited to:</p> <ul style="list-style-type: none"> • allow Authorized Users to input, delete and update the addresses associated with Protected Plates agencies; • electronically check against the Protected Plate data when a Protected Plate agency name is returned from the DMV or ROV Lookup Provider; • automatically produce the Violation Notice with the Protected Plate agency address; • allow the option for an Authorized User to review, edit and approve the Violation Notice prior to sending and • if there is no match for a Protected Plate agency, hold the Violation for a Configurable period of time and allow an Authorized User to manually enter an address when obtained and send.
591	<p>The Contractor shall provide the capability to establish separate, ROV Lookup parameters (Configurable) to obtain the ROV, based on various criteria including but not limited to:</p> <ul style="list-style-type: none"> • whether the license plate is issue by a state which there is a direct DMV connection or through an ROV Lookup Service Provider; • whether the license plate is a temporary plate (California only); • Flags on the account, for example if the account has a bad address Flag or ROV is stale, then ROV Lookup is performed at intervals (Configurable) until a new address is obtained and • cost of ROV Lookup, for example if ROV Lookups are at no cost then perform lookup every time (possibly daily) when a Violation Notice is about to be issued for the license plate.
592	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued because the Violation date is greater than the Configurable number of days old.
593	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued based on Business Rules.
594	The Contractor shall provide the capability to identify and manage Violations which have no match after ROV Lookup and allow for a Configurable number of days to attempt to obtain the ROV through other methods.

595	The Contractor shall provide the capability to view the transaction/trip and its associated image(s) and select the correct license plate registration information in the event there are multiple ROV matches returned by the ROV Lookup Service Provider for a particular license plate.
596	The Contractor shall provide the capability to review the results and take appropriate action of partial ROV information matches and confirm the account that matches the ROV name and address.
597	The Contractor shall provide the capability to automatically create an Unregistered account for the license plate using the ROV results if there is no match to an existing Registered or Unregistered account.
598	The Contractor shall provide the capability to identify potential match to a Registered account based on name and address and notify the customer and add the plate and transactions.
599	The Contractor shall provide the capability to review the transactions/trips where the registration information is not available. The BOS shall retrieve all images associated with the transactions/trips and make them available to the Authorized User for review. The Authorized User can take the following action on the transactions/trips, including but not limited to:
	<ul style="list-style-type: none"> • manually enter the ROV data and
	<ul style="list-style-type: none"> • correct the license plate data.
600	The Contractor shall provide the capability to re-submit license plates for ROV Lookup a number of times (Configurable) and after a period of time (Configurable) if the license plate is returned from the ROV Lookup Service Provider with no match or an error. The configuration shall be based on the type of error and the status of the communications.
601	The Contractor shall provide the capability, if there is no response for the ROV Lookup after the number of retries (Configurable), and license plate registration information cannot be obtained, to automatically set the transaction/trip to "Unknown DMV status".
602	The Contractor shall provide the capability, if the ROV information cannot be obtained, Post the transaction to a Registered account if the transaction/trip also contained an OCTA transponder read.
603	The Contractor shall provide the capability to automatically record, set and maintain the ROV Lookup source based on license plate Jurisdiction.
604	The Contractor shall provide the capability to set the length of time (Configurable by Jurisdiction) before ROV information needs to be rechecked before the license plate registration information is considered stale and must be acquired again.
605	The Contractor shall provide the capability to set the length of time (Configurable) before ROV information for temporary license plates needs to be rechecked individually to obtain the associated permanent license plate number.

606	The Contractor shall provide the capability to retain all historical ROV Lookup information, including but not limited to:
	<ul style="list-style-type: none"> • source of license plate ROV data;
	<ul style="list-style-type: none"> • ROV data changes and
	<ul style="list-style-type: none"> • the date the data was obtained

1.5.6.5. Transfer of Responsibility

The California Vehicle Code provides for the registered owner of a vehicle to name another individual as the person responsible for toll evasion notices. In order to comply with this Requirement, the BOS will need to record the named responsible person and process applicable NTEV accordingly.

607	The Contractor shall provide the capability to transfer the responsibility to another party, including but not limited to:
	<ul style="list-style-type: none"> • uploading supporting documentation;
	<ul style="list-style-type: none"> • allowing for Authorized Users to enter the responsible party’s name and address information for one or many Violation Notices;
	<ul style="list-style-type: none"> • dismissing the Violation Notices (including applicable tolls and fees) for the original ROV;
	<ul style="list-style-type: none"> • establishing an Unregistered account for the new ROV;
	<ul style="list-style-type: none"> • issuing Violation Notice(s) as applicable to the new ROV and
	<ul style="list-style-type: none"> • maintain history of the responsibility transfer activities.

1.6. Registered and Unregistered Account Notifications

1.6.1. Outgoing Notifications

The creation and sending of outgoing Notifications includes multiple distribution channels, such as electronic transmission (email, text), print and mail, and outbound phone calls. Notification management shall provide several methods of delivery and allow for configuring how each Notification item shall be delivered. All Notifications related to an account shall be associated with that account and Case, if applicable, in the BOS.

Alerts are normally Notifications that customers opt-in for so that they can be notified (usually by text or email) when their account needs attention or when activities occur on their account. Alerts can also be Notifications based on account events of which the Authority would like customers to be informed.

Notifications are sent using distribution channels, such as email, text, phone call and United States Postal Service (USPS) mail.

There are unique Notification items, for example, a Notice of Toll Evasion Violation, an insufficient balance letter or an email Notification that the customer’s account has been replenished.

Each Notification item has criteria which triggers its generation. When an account meets specified criteria, the account qualifies for a specific Notification item. For example, an account qualifies for a Credit Card Expiring Notification one month before the Credit Card expiration date and an account qualifies for a Violation Notice after the ROV information has been obtained.

608	The Contractor shall provide all outgoing Notifications with a standard look and feel and submit samples of all Notifications to the Authority for Approval, prior to distribution to customers.
609	The Contractor shall provide a Notification management process regardless of the Notification item or the distribution channel used to send the Notification.
610	The Contractor shall develop a communication matrix for configuring the Notifications and their allowable distribution channel. This matrix shall be Configurable and will change over the life of the Contract.
611	The Contractor shall provide a process to automatically issue each Notification when the criteria in the Business Rules is met.
612	The Contractor shall produce and deliver print Notifications to the USPS Monday – Friday.
613	The Contractor or its Print/Mail House Service Provider (optional) shall produce and deliver the Notifications to the USPS within two (2) Business Days of the Notification meeting the Business Rules for generation.
614	The Contractor shall produce and deliver all electronic or phone Notifications to the customer within one (1) Business Day of the Notification meeting the Business Rules for generation.
615	The Contractor is responsible for the quality and accuracy of the all Notification and shall review Notifications produced in-house or by its Print/Mail House Service Provider (optional), as the Contractor deems necessary to ensure accuracy of the notifications for complete addresses, correct information and Notification template/version and accurate dates.
616	The Contractor shall provide the capability to automatically associate all outbound Notifications with the appropriate account and Case, if applicable.
617	The Contractor shall provide the capability for customers to opt-in for Alerts and select the conditions that will result in the creation of Alerts. Customer shall have a choice of selecting the method in which they receive the Alert; a text or email.
618	The Contractor shall provide the capability to automatically initiate customer Alert Notification based on account events, including but not limited to: <ul style="list-style-type: none"> • an I-Toll was Posted to the account; • Violation on license plate registered to customer’s address on file; • transponder order placed; • transponder shipped;

	<ul style="list-style-type: none"> • Credit Card expiry date within days (Configurable) of expiry;
	<ul style="list-style-type: none"> • account balance an amount above Insufficient Balance Threshold (Configurable);
	<ul style="list-style-type: none"> • daily account balance;
	<ul style="list-style-type: none"> • payment Posted to account;
	<ul style="list-style-type: none"> • returned check;
	<ul style="list-style-type: none"> • account auto-replenishment (Credit Card) failure/declined Credit Card;
	<ul style="list-style-type: none"> • an ACH transaction is rejected and
	<ul style="list-style-type: none"> • account changes (Configurable), such as the addition of a vehicle to the account or change of password.
619	<p>The Contractor shall provide the capability to automatically initiate customer communications and Notifications based on account events including but not limited to the following.</p> <ul style="list-style-type: none"> • account creation welcome letter/account profile; • Excessive I-Toll threshold is exceeded; • account auto-replenishment (Credit Card) failure/declined Credit Card; • an ACH transaction is rejected; • Credit Card update successful (from the Credit Card update service); • Credit Card update failure (from the Credit Card update service); • Credit Card is within a number of days (Configurable) from its expiration; • Credit Card has expired; • partial payment; • temporary license plate expired; • auto-replenishment suspended; • auto-replenishment recalculation; • returned check; • account suspended; • delinquent account second notice; • Warning of Registration Hold (Configurable to only send based on the amount of time since the delinquent Notification); • statement available;

	<ul style="list-style-type: none"> • postpaid invoice;
	<ul style="list-style-type: none"> • Notice of Toll Evasion Violation generated;
	<ul style="list-style-type: none"> • Notice of Delinquent Toll Evasion Violation generated;
	<ul style="list-style-type: none"> • Violation dispute accepted;
	<ul style="list-style-type: none"> • Violation dispute rejected by reason;
	<ul style="list-style-type: none"> • incomplete Affidavit of Non-Liability;
	<ul style="list-style-type: none"> • customer-initiated review-related Notification;
	<ul style="list-style-type: none"> • Administrative Hearing scheduled;
	<ul style="list-style-type: none"> • account balance level is below the Insufficient Balance Threshold;
	<ul style="list-style-type: none"> • account is flagged with a bankruptcy;
	<ul style="list-style-type: none"> • undeliverable mail;
	<ul style="list-style-type: none"> • undeliverable email;
	<ul style="list-style-type: none"> • bad phone (for both calls and text)/fax situation;
	<ul style="list-style-type: none"> • forgotten password, PIN or username and
	<ul style="list-style-type: none"> • account status changes (Configurable).
620	Distribute Notifications through distribution channels, including but not limited to:
	<ul style="list-style-type: none"> • mail;
	<ul style="list-style-type: none"> • email;
	<ul style="list-style-type: none"> • text messaging;
	<ul style="list-style-type: none"> • Self-Service Mobile Application push Notifications (Phase II and optional);
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • outbound CSR call by developing a list of calls to be made and
	<ul style="list-style-type: none"> • automated outbound call.
621	The Contractor shall provide the capability for electronic Notifications to be sent as the body of an email in a format (Configurable), including but not limited to text and HTML.
622	The Contractor shall provide the capability for electronic Notifications to be sent as a link to the Self-Service Website in the body of an email.
623	The Contractor shall provide the capability (Configurable) to define Notification type and size, for example, postcard or letter.

624	<p>The Contractor shall provide settings (Configurable) for distribution channel for each Notification item, including but not limited to:</p> <ul style="list-style-type: none"> • Authority required distribution channel(s); • customer preference and • preferred address type for mailing, for example, home, business or ROV Lookup provided.
625	<p>The Contractor shall provide the capability for a Notification item to be distributed using multiple distribution channels. For example, send the Notification to the customer's preferred distribution channel, which is email and by mail, based on the Authority's preference.</p>
626	<p>The Contractor shall provide the capability to identify multiple Notifications that are generated for a customer and combine their mailing.</p>
627	<p>The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest.</p>
628	<p>The Contractor shall provide the capability to validate the existing email address anytime a new email address is provided.</p>
629	<p>The Contractor shall provide the capability to send manually-generated, bulk email Notifications.</p>
630	<p>The Contractor shall provide the capability to send scheduled and ad-hoc, bulk text Notifications.</p>
631	<p>The Contractor shall provide the capability to send scheduled and ad-hoc, bulk mail Notifications.</p>
632	<p>The Contractor shall provide the capability to read, capture, and create the USPS Intelligent Mail Barcode on incoming and outbound mail.</p>
633	<p>The Contractor shall provide the capability for Notifications to include images, graphics, and lists (for example, lists of license plates and/or transponders) as well as text.</p>
634	<p>The Contractor shall provide standard templates for each Notification item.</p>
635	<p>The Contractor shall provide the capability to add a barcode, scan line or Quick Response Code to each outgoing Notification piece (excluding text and email body copy Notifications) so the returned Notification can be scanned and automatically associated with the proper account and, if applicable, Case. The barcode shall be visible in the top of the envelope window so as not to interfere with the USPS but to be available to scan as returned mail without having to open the envelope.</p>
636	<p>The Contractor shall provide the capability to add checksum digits to barcodes on Notices and other correspondence that will likely return to the BOS or Lockbox Service Provider (optional) or Collection Agency. Barcode readers shall be able to support such checksum on barcodes and the BOS shall validate it.</p>

637	The Contractor shall provide the capability to ensure historical Notifications associated with accounts do not change (maintain original form and content) regardless of any changes that are subsequently made to the template for that Notification item.
638	The Contractor shall provide the capability to create and assign version numbers/dates to Notification templates.
639	The Contractor shall provide the capability to manage/configure Notifications and their attributes according to Business Rules, including but not limited to:
	<ul style="list-style-type: none"> • add new Notifications;
	<ul style="list-style-type: none"> • deactivate Notifications;
	<ul style="list-style-type: none"> • view and select for activation past versions of Notifications;
	<ul style="list-style-type: none"> • criteria;
	<ul style="list-style-type: none"> • frequency;
	<ul style="list-style-type: none"> • escalation path;
	<ul style="list-style-type: none"> • whether based on actual account balance or balance due (calculated);
	<ul style="list-style-type: none"> • whether to send for third-party address look up;
	<ul style="list-style-type: none"> • a variable due date based on the number of days (Configurable) until payment is due;
	<ul style="list-style-type: none"> • a fixed date due (for example, monthly customer Anniversary Day);
	<ul style="list-style-type: none"> • number of days until action must be taken;
	<ul style="list-style-type: none"> • the number of days between the due date and escalation to the next Notification level;
	<ul style="list-style-type: none"> • number of days between the creation date and issue date;
	<ul style="list-style-type: none"> • a fixed issue date (for example, monthly customer Anniversary Day);
	<ul style="list-style-type: none"> • the number of Business Days between the due date and escalation to the next Notification level;
	<ul style="list-style-type: none"> • number of Business Days between the creation date and issue date;
	<ul style="list-style-type: none"> • number of times to resend;
	<ul style="list-style-type: none"> • number of days before the Notification is resent;
	<ul style="list-style-type: none"> • whether or not to resend or reissue if a new address is received;
<ul style="list-style-type: none"> • whether to escalate but not print if address is marked 'bad'; 	
<ul style="list-style-type: none"> • allowable distribution channel(s); 	

	<ul style="list-style-type: none"> • distribution channel escalation;
	<ul style="list-style-type: none"> • number of days from the mailing of the dispute reject letter to extend the Violation Notice payment date;
	<ul style="list-style-type: none"> • eligible address type, for example, Notice of Toll Evasion Violation must be mailed to the ROV's address as provided by the ROV Lookup source;
	<ul style="list-style-type: none"> • address source priority, for example, mail to the ROV Lookup address and if that piece is returned with a forwarding address then use forwarding address;
	<ul style="list-style-type: none"> • Notification response address, for example, some Notifications may require that payment go to the Lockbox Service Provider (optional) while others require response be sent to the BOS;
	<ul style="list-style-type: none"> • Notification return address, for example, some Notifications may use the return address of the Collection Agency while others will use the mail house address;
	<ul style="list-style-type: none"> • Notification quality review sample size and
	<ul style="list-style-type: none"> • whether Notification quality review and approval is required.
640	The Contractor shall provide the capability for Notification to have a mailing date match the actual mail date of the USPS on the Notification. For example, if quality review activities and printing take two days, then the issue date would be two (2) days later than the date that the Notification was created.
641	The Contractor shall provide the capability for Authorized Users to view all versions of each Notification item (including those items that have been modified), including but not limited to:
	<ul style="list-style-type: none"> • date modified;
	<ul style="list-style-type: none"> • version number;
	<ul style="list-style-type: none"> • Authorized User who made the modification(s) and
	<ul style="list-style-type: none"> • samples of the Notification as it looked in all previous versions.
642	The Contractor shall provide the capability to select a Notification target audience, for either pre-developed or ad-hoc Notification, using criteria including but not limited to:
	<ul style="list-style-type: none"> • use of a particular Toll Facility (overall or by direction);
	<ul style="list-style-type: none"> • use of a particular Toll Zone (overall or by direction);
	<ul style="list-style-type: none"> • use of a particular Toll Facility or Toll Zone during a specified period of time;
	<ul style="list-style-type: none"> • use of a particular payment method;
	<ul style="list-style-type: none"> • transactions/trips by time period;
	<ul style="list-style-type: none"> • transactions/trips by ZIP code;

	<ul style="list-style-type: none"> • transactions/trips by Vehicle Type;
	<ul style="list-style-type: none"> • transactions/trips by account type;
	<ul style="list-style-type: none"> • transactions/trips by Account Plan;
	<ul style="list-style-type: none"> • transactions/trips by transponder type;
	<ul style="list-style-type: none"> • recipients of Notice of Toll Evasion Violation issued for selectable Toll Facility use;
	<ul style="list-style-type: none"> • recipients of Notice of Toll Evasion Violation issued for selectable time periods and
	<ul style="list-style-type: none"> • recipients of Notice of Toll Evasion Violation issued for a combination of selectable Toll Facility use and selectable time period.
643	The Contractor shall provide the capability to view and Approve Notifications prior to distribution to the customer.
644	The Contractor shall provide the capability to email, send to the Print/Mail House Service Provider (optional) for printing and mailing or reprint at a local printer any Notification directly from the account, Case or Notification search screens. For example, the customer called about a Case and requests that the CSR resend the letter by email to the customer. The CSR is in the Case and clicks to resend the letter to the provided email address.
645	The Contractor shall design the Notifications to meet all criteria for receiving the lowest postage rate.
646	The Contractor shall employ bulk mail rates and other mailing economies, including, the capacity for pre-sorting mail by zip code and USPS Intelligent Mail Barcode to ensure the most cost-effective postage rates are obtained.
647	The Contractor shall provide all postage meters and establish all post office boxes needed for customer communications.
648	<p>Outgoing mailed Notification materials shall use the following materials:</p> <ul style="list-style-type: none"> • all mailed Notifications - 24lb paper; • all mailed Notifications up to 3 pages - #10 window envelope; • all mailed Notifications 4- 9 pages – 6"x 9" envelope; • all mailed Notifications 10 or more pages – 9"x 12"; • the non- Authority provided flyer - a single 8.5" x 11" piece of paper and • all return envelopes - #9 window envelopes.
649	All Notifications printed in color shall use two colors.

1.6.1.1. *Print/Mail House Service Provider (optional)*

The use of a third-party Print/Mail House Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.

650	If the Contractor elects to use a third-party Print/Mail House Service Provider (optional), the selected third-party Print/Mail House Service Provider shall be located in and mailing the Authority's Notifications from the State of California.
651	The Contractor shall provide the capability to resend any files rejected or not received by the Print/Mail House Service Provider and update the Notifications with new mail and due dates as applicable.
652	The Contractor shall provide the capability to transmit fully created Notification items for printing and distribution to the Print/Mail House Service Provider, if utilized, for example, in Adobe PDF or XML format.
653	The Contractor shall provide the capability to transmit Notification items as a data file for printing and distribution to the Print/Mail House Service Provider, if utilized.

1.6.1.2. Notification Tracking, Distribution and Returned Mail Processing

654	The Contractor shall provide the capability to track the USPS Intelligent Mail Barcode Notification delivery response for each individual Notification.
655	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS if reconciliation from the Print/Mail House Service Provider (optional) has not been received in a specified amount of time (Configurable).
656	The Contractor shall provide the capability to assign a status to each individual Notification, including but not limited to:
	• qualified;
	• in quality review;
	• sent to Print/Mail House Service Provider (optional);
	• acknowledged by the Print/Mail House Service Provider (optional);
	• distributed;
	• undeliverable and
• reissued.	
657	The Contractor shall provide the capability to create a Notification record for each Notification generated, including but not limited to:
	• distribution channel;
	• date the account qualified to have that Notification generated;
	• date the Notification was generated;
	• date the Notification was sent to the Print/Mail House Service Provider (optional);
• due date (if applicable);	

	<ul style="list-style-type: none"> • date the Notification was printed;
	<ul style="list-style-type: none"> • date the Notification was mailed;
	<ul style="list-style-type: none"> • date the Notification was identified as undeliverable and
	<ul style="list-style-type: none"> • date the Notification was reissued, for example, if a Notification is returned with a forwarding address, a new Notification is sent to the new address.
658	The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest based on the address selection hierarchy (Configurable) for the Notification item.
659	The Contractor shall provide the capability to automatically associate and store a copy of the Notification with the account upon successful mailing of the Notification as verified and provided by the BOS or Print/Mail House Service Provider (optional).
660	The Contractor shall provide the capability to process returned mail and enter a new address, if notified by the Print/Mail House Service Provider (optional) or the USPS.
661	The Contractor shall provide the capability to process returned mail and mark the address as undeliverable if notified by the Print/Mail House Service Provider (optional) or the USPS.
662	The Contractor shall provide the capability to process returned mail in bulk and mark the address as undeliverable if notified by the Print/Mail House Service Provider (optional) or the USPS without having to access each account and individual Notification in BOS. For example, by scanning the Notification barcode into a BOS form for an entire batch of returned mail.
663	The Contractor shall provide the capability to Flag returned mail as undeliverable and Flag the address as bad.
664	The Contractor shall provide the capability to prevent Notifications from being escalated and sent to addresses marked as undeliverable or to continue to escalate and generate such Notifications but not print them (Configurable).
665	The Contractor shall provide the capability for an Authorized User to initiate a manual Skip Tracing process on an individual record.
666	The Contractor shall provide the capability, when a mailing address is found to be bad, to automatically perform Skip Tracing and add the acquired mailing address or other contact information to the account and identify the source of the address as Skip Tracing.
667	The Contractor shall, if a new address was provided, automatically mark the returned Notification as returned and generate a new Notification with new dates as applicable. Escalation dates, if applicable, in the BOS shall be updated based on the new Notification dates.
668	The Contractor shall provide the capability to manually select Notifications to be re-sent, for example, when a new address has been provided and manually entered.
669	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable mail situation by using a different distribution channel (Configurable).

670	The Contractor shall provide periodic checks for bad (bounced) emails and mark them as undeliverable after a number of failed delivery attempts (Configurable).
671	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable email situation by using a different distribution channel (Configurable).
672	The Contractor shall provide the capability to mark phone (for both calls and text) and fax numbers as bad after a number of failed contact attempts (Configurable).
673	The Contractor shall provide the capability to send a Notification to a customer regarding a bad phone (for both calls and text)/fax number situation by using a different distribution channel (Configurable).

1.6.2. Registered Account Statements, Postpaid Invoices and Violation Notices - General

Statements – statements are generated for customers with Registered accounts, which customers can choose to receive by mail or email, or they can access statements online or via a mobile device.

Postpaid Invoices – if the Authority elects to offer postpaid accounts, those customers will receive an invoice on their Anniversary Day listing each transaction/trip for the billing cycle. If a postpaid account has no new transactions or other financial activity for a billing cycle, the customer will not receive an invoice. Non-payment of the first invoice shall result in the generation of a late invoice with additional fees. Non-payment of the late invoice shall result in the account being flagged as delinquent. The postpaid account shall continue to receive invoices for subsequent transactions/trips and delinquent debt may be placed in Collections. At such time each unpaid transaction/trip identified by the users will be considered a Violation and the customer shall receive a Notice of Toll Evasion Violation with each unpaid transaction.

Violation Notices – issued in accordance with the California Vehicle Code (CVC) and Authority Business Rules.

674	The Contractor shall provide the capability to determine the account Anniversary Day, based on account type, including but not limited to:
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • account creation date;
	<ul style="list-style-type: none"> • date of first transaction and • date of initial invoice.
675	The Contractor shall provide the capability to generate the statements on the Anniversary Day even if the account has no transactions/trips and other financial activity for the current statement cycle (Configurable).
676	The Contractor shall provide the capability to generate the invoices on the Anniversary Day only if there are unpaid transactions/trips or other financial activity on the account that have not appeared on an invoice (Configurable).
677	The Contractor shall provide the capability to automatically change the Anniversary Day when a new invoice is issued in place of an old invoice that is canceled. For example, if an

	invoice is issued on 1/5 and then returned by the USPS on 1/10, then reissued 1/15, reset the Anniversary Day from 1/5 to 1/15 to give the customer enough time to pay the 1/15 invoice before sending the next one.
678	The Contractor shall provide the capability to generate the appropriate type of correspondence (statement, invoice), based on the account type, and account balance on the Anniversary Day or during the billing cycle.
679	The Contractor shall provide the capability (Configurable) to set and maintain statement, invoice and Violation Notice generation parameters, including but not limited to:
	<ul style="list-style-type: none"> • type of correspondence based on account type, such as a Registered account receives a statement and Unregistered (violation) account a receives Violation Notice;
	<ul style="list-style-type: none"> • whether to include multiple Violations on a single notice by number of days since first transaction or number of transactions;
	<ul style="list-style-type: none"> • date when statement is generated, such as fixed end of the month for all accounts, any fixed date within a month or Anniversary Day;
	<ul style="list-style-type: none"> • type of statement, invoice, such as monthly, quarterly, annual;
	<ul style="list-style-type: none"> • delivery channel, such as electronic or mail;
	<ul style="list-style-type: none"> • acceptable payment methods;
	<ul style="list-style-type: none"> • acceptable payment channels;
	<ul style="list-style-type: none"> • invoice fee assessed each time an invoice is mailed and
	<ul style="list-style-type: none"> • document fee amount, such as a fee for a paper statement and electronic statements are no cost.
680	The Contractor shall provide the capability to generate each type of statement, invoice and Violation Notice based on, including but not limited to:
	<ul style="list-style-type: none"> • rolling Anniversary Day;
	<ul style="list-style-type: none"> • fixed day;
	<ul style="list-style-type: none"> • number of days from transaction (Configurable);
	<ul style="list-style-type: none"> • customer specified day of the month;
	<ul style="list-style-type: none"> • dollar amount threshold;
	<ul style="list-style-type: none"> • number of transactions/trips;
	<ul style="list-style-type: none"> • fixed time period;
	<ul style="list-style-type: none"> • Transaction Date;
	<ul style="list-style-type: none"> • combination of number of transactions/trips and fixed time period;
	<ul style="list-style-type: none"> • combination of dollar amount threshold and fixed time period and
<ul style="list-style-type: none"> • combination of number of transactions/trips and dollar amount threshold. 	

681	The Contractor shall provide the capability for distributing statements, suppressing the delivery of statements and assessing statement fees (if applicable) based on the following, including but not limited to:
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • Flag on the account. For example, accounts with USPS Coding Accuracy Support System (CASS™) lookup failure or bad address shall not be mailed a statement;
	<ul style="list-style-type: none"> • delivery channel and • delivery status. For example, if a statement fails CASS™ for address lookup, the fee shall not be charged.
682	The Contractor shall provide the capability (Configurable) to utilize various addresses on the account for mailing statements, invoices and Violation Notices.
683	The Contractor shall provide the capability to generate statements, invoices and Violation Notices manually, such as when specifically requested by the customer, in any format available for BOS-generated Notifications. Applicable fee(s) shall be charged for those statements.
684	The Contractor shall provide the capability to balance the generation of statements, invoices and Violation Notices over a period of time, based on volume.
685	The Contractor shall provide a numbering methodology for invoices, Violation Notices and accounts for the purposes of proper lifecycle documentation, reporting, adjudication and customer service.

1.6.3. Customer Statements – Registered Accounts

Account statements for Registered accounts are generated monthly/quarterly as selected by the customer and as allowed by the Business Rules on the date Configured in the BOS.

686	The Contractor shall provide the capability to generate Registered account statements that detail all account activity, including but not limited to:
	<ul style="list-style-type: none"> • prior balances on the account;
	<ul style="list-style-type: none"> • toll transaction/trip activity on the account (posting date, entry/exit location, date, and time, toll amount);
	<ul style="list-style-type: none"> • payments on the account (replenishment and one-time payments);
	<ul style="list-style-type: none"> • adjustments and credits;
	<ul style="list-style-type: none"> • discounts and rebates;
	<ul style="list-style-type: none"> • other financial activity on the account;
	<ul style="list-style-type: none"> • addition of transponders and purchase of inventory items;
	<ul style="list-style-type: none"> • account status;
	<ul style="list-style-type: none"> • customer message and global message; • fees assessed on the account and

	<ul style="list-style-type: none"> • current balance on the account.
687	Registered account statements shall list individual transactions that Posted to the account, including but not limited to:
	<ul style="list-style-type: none"> • Transponder-Based Transactions/Trips that Posted to the account by transponder and
	<ul style="list-style-type: none"> • I-Toll Transactions/Trips that Posted to the account by license plate.
688	The Contractor shall provide the capability to include customer communication inserts along with customer statements based on user selected criteria, for example zip code and account type.

1.6.4. Customer Invoices – Postpaid Accounts

Most Authority customers are required to maintain a prepaid account balance in order to avoid Violations. In the future, the Authority may enter into postpaid agreements with customers which will permit the use of the Authority’s Toll Facility without a prepaid balance. Under this circumstance, the BOS shall periodically bill customers for usage in accordance with the following Requirements.

689	The Contractor shall provide the capability to support account-based invoicing on postpaid accounts, where the monthly invoice reflects the license plate and transponder transactions that Posted to the account during the billing cycle.
690	The Contractor shall provide the capability to generate a late invoice which include applicable fees if the first invoice is not paid in full by the payment due date.
691	The Contractor shall provide the capability to Flag the postpaid account as delinquent and generate an Operational Alert Notification if the late invoice is not paid in full by the payment due date.
692	The Contractor shall provide Authorized Users the capability to suspend a delinquent postpaid account at which time. all subsequent transactions/trips on the account are considered Violations.
693	The Contractor shall provide the capability to initiate the delinquency process once the account is suspended on the unpaid transactions/trips which includes generation of Violation Notice and escalation of the delinquent balance on the account to Collections.
694	The Contractor shall provide the capability to generate postpaid invoices that fully detail all activity, including but not limited to:
	<ul style="list-style-type: none"> • prior balance;
	<ul style="list-style-type: none"> • current charges;
	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • adjustments;
	<ul style="list-style-type: none"> • detailed listing of all transponder transactions/trips on the account;
	<ul style="list-style-type: none"> • detailed listing of I-Toll Transactions/Trips on the account and
<ul style="list-style-type: none"> • detailed listing of all license plate transactions/trips on the account. 	

695	<p>The Contractor shall provide the capability (Configurable) to set and maintain invoice generation and transaction aging parameters, including but not limited to:</p> <ul style="list-style-type: none"> • invoice generation and aging timeline, for example, generate the monthly invoice thirty-days from the Anniversary Day, and amount owed is considered past due and eligible for delinquency process if not paid within five-days of the due date; • account suspension parameters, for example, if account is not suspended by a user within number of days (Configurable) of it being delinquent then BOS shall suspend the account; • number of invoices to issue before account is considered delinquent; • grace period for aging unpaid invoices on an account, for example, a five-day grace period is applied before a late invoice is generated for an unpaid invoice; • eligibility criteria, for example, if customer has at least one (Configurable) un-invoiced toll transaction/trip or other Financial Transaction within the billing cycle then generate a monthly invoice; • aging thresholds and values, for example, if the past due amount on the account is more than \$5.00 and is more than thirty days past due then late fee is assessed; • payment thresholds based on underpayment amount for each status or workflow stage, for example, if invoice is underpaid by less than \$0.25, then the amount owed on the invoice is considered closed and • fee structure, for example, the fees to be assessed and whether the fees are to be assessed at the invoice level or transaction level.
696	<p>The Contractor shall provide the capability at each status or workflow stage to perform the following actions, including but not limited to:</p> <ul style="list-style-type: none"> • identify the transactions/trips that are eligible for invoicing; • add applicable fees; • add applicable advisory language; • generate next invoice for the time frame established and • transmit the invoice to the customer.
697	<p>The Contractor shall provide the capability to enter a forwarding address obtained from returned mail communicated via Interface from an external vendor or manually input, which will result in the re-issue of the monthly invoice and its associated transactions/trips into the transaction aging process. The re-issued invoice shall have a new issue date and a new due date.</p>

1.6.5. Violations Notification

Violators receive a Notice of Toll Evasion Violation when their Violations are eligible for Notification. A Notice of Toll Evasion Violation referred to as Violation Notice may have multiple Violations on the notice where each unpaid transactions/trip is assessed penalties or may only have one Violation per notice. Each Notice of Toll Evasion Violation will contain transaction(s)/trip(s), as well as a fee amount, a penalty, and other information as required by the California Vehicle Code.

Violation Noticing and escalation is divided into the following stages:

- Noticing – In this stage violators are notified of their Violation(s) when the unpaid transactions/trips escalate to Violations. The Notice of Toll Evasion Violation will list the Violation(s) that occurred during the Configurable time period with each Violation showing the toll amount, the fee amount and the penalty due. Failure to pay the Notice of Toll Evasion Violation within the timeline will result in the escalation of the Violation(s) and the generation of Notice of Delinquent Toll Evasion Violation. Each Violation may be assessed additional fees/penalties.
- Registration Hold – If the Violation(s) on the Notice of Delinquent Toll Evasion Violation remains unpaid past the payment due date, the Violation(s) are eligible for a Registration Hold. Currently Registration Holds are only placed for vehicles registered in California.
- Tax Intercept –Unpaid Violations may be sent to the California Franchise Board for collection through the Tax Intercept Program.
- Collections – Unpaid Violations may be sent to a third-party Collection Agency. The Contractor may be required to send a pre-collection letter using updated information from the Collections Agency.

1.6.5.1. Violator Notifications

698	<p>The Contractor shall, based on the Violation Notice eligibility criteria, per the Business Rules, provide the capability to perform Violation Notice, including but not limited to:</p> <ul style="list-style-type: none"> • first level Notice or the Notice of Toll Evasion Violation; • escalate to second level Notice or Notice of Delinquent Toll Evasion Violation, and • Registration Hold warning and pre-collections Notice, if eligible.
699	<p>The Contractor shall provide the capability to process Image-Based Transactions/Trips through the Violation process, per the Business Rules, including but not limited to:</p> <ul style="list-style-type: none"> • verify that the Configurable time frame for making a payment has passed; • convert the Image-Based Transactions/Trips to a Violation by assessing the applicable fees and penalties; • verify that no Internal Review, Administrative Hearing or Superior Court Appeal has been requested; • verify that there is no account hold (occurs when there is a Case that requires the CSR to investigate the violator account and all Violation workflow events are suspended) on the Violations; • verify that there is no account hold on the Notice; • verify that there is no account hold on the account;

	<ul style="list-style-type: none"> • verify that license plate is not on an account that has account balance above the Insufficient Balance Threshold;
	<ul style="list-style-type: none"> • verify that the required number of Violations are open;
	<ul style="list-style-type: none"> • verify that the Notice is open;
	<ul style="list-style-type: none"> • verify that the payment due date has passed;
	<ul style="list-style-type: none"> • verify that the Configurable payment mailing/processing grace period has passed;
	<ul style="list-style-type: none"> • verify that the Violations are eligible for escalation to a Notice;
	<ul style="list-style-type: none"> • verify that the Notice is eligible for the next level of noticing;
	<ul style="list-style-type: none"> • escalate the Notice to the next level;
	<ul style="list-style-type: none"> • add applicable penalties and
	<ul style="list-style-type: none"> • notify the violator of the escalated Notice.
700	<p>The Contractor shall provide the capability for a CSR to manage all Notices on the account, including but not limited to:</p>
	<ul style="list-style-type: none"> • list all open Notices on the account;
	<ul style="list-style-type: none"> • view all open Notices on the account;
	<ul style="list-style-type: none"> • re-print any Notice;
	<ul style="list-style-type: none"> • view all open Notices by escalation level;
	<ul style="list-style-type: none"> • view selected Notices;
	<ul style="list-style-type: none"> • view all closed Notices;
	<ul style="list-style-type: none"> • view all closed Notices by escalation level;
	<ul style="list-style-type: none"> • process Notice payments;
	<ul style="list-style-type: none"> • process Violation payments;
	<ul style="list-style-type: none"> • dismiss an open Notice;
	<ul style="list-style-type: none"> • dismiss fees and/or penalty on a Violation but never the toll amount without the approval of an Authorized User with the authority to dismiss tolls;
	<ul style="list-style-type: none"> • dismiss Violations within an open Notice;

	<ul style="list-style-type: none"> process Violations for Posting to a customer’s transponder or Registered License Plate account;
	<ul style="list-style-type: none"> process Violations for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list and
	<ul style="list-style-type: none"> process other Flagged Violations on the license plate for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list.
701	<p>The Contractor shall provide the capability to establish a “sinner to saint” program where part or full amount of the fee and/or penalty is credited to the account as a toll credit. The “sinner to saint” program is offered to violator that meet certain criteria including but not limited to:</p>
	<ul style="list-style-type: none"> first time violator and
	<ul style="list-style-type: none"> less than a Configurable number of Violations.
702	<p>The Contractor shall provide the capability to offer violators an “early bird special” a Configurable percent reduction in fee and penalty amounts are made if the violator makes an early payment. The “early bird special” program shall be made available to all Violation payments or the first time the violator gets a Violation Notice (Configurable).</p>
703	<p>The Contractor shall provide the capability to Configure the BOS to support Notice-based Violation escalation, for example if first level Notice is not resolved within the timeline established, then the first level Notice is escalated to the second level Notice that reflects only the outstanding balance on the first level Notice plus additional penalties per unpaid Violation, even though the account may have additional Violations.</p>
704	<p>The Contractor shall provide the capability to dismiss selected individual Violations on a Notice and prevent their escalation, while allowing the remaining Violations/Notice to escalate.</p>
705	<p>The Contractor shall provide the capability to place a Notice on account hold and enter the account hold reason at any escalation level. When an account hold is placed, the Violation aging process is suspended.</p>
706	<p>The Contractor shall provide the capability to place selected individual Violations on hold at any escalation level, including Violations that are not on a Notice.</p>
707	<p>The Contractor shall provide the capability to prevent the aging and escalation of Violations and Notices that are placed on account hold.</p>
708	<p>The Contractor shall provide the capability to continue processing the Violations and Notices a Configurable number of Calendar Days after an account hold is released.</p>
709	<p>The Contractor shall provide the capability to restart the Violation aging timeline a Configurable number of Calendar Days after the issuance of the dispute rejected Notification.</p>

710	The Contractor shall provide the Configurable capability to automatically initiate multiple escalations on a Notice at the same time based on the type of license plate, for example initiate a vehicle Registration Hold and escalate the Notice to Collections if the license plate was issued in a Jurisdiction that permits concurrent Registration Hold and Collections.
711	The Contractor shall provide the capability to process Violations for the rental car license plate transactions/trips with the same license plate number and within the same renter's rental period, per the Configurable Business Rules.
712	The Contractor shall provide the capability to identify Unregistered accounts that qualify as "repeat violators" on a Configurable basis based on Business Rules including but not limited to:
	<ul style="list-style-type: none"> • number of open Violations on the account;
	<ul style="list-style-type: none"> • no ROV information obtained;
	<ul style="list-style-type: none"> • outstanding balance on the account and
	<ul style="list-style-type: none"> • total number of Violations on the account for a given time period.
713	The Contractor shall provide the capability to assess additional penalties on Violations/Notices on Unregistered accounts that are Flagged as repeat violator.
714	The Contractor shall provide the capability to transmit the license plate data of repeat violator to the ETTM System at Configurable intervals to support manual enforcement of repeat violators.
715	The Contractor shall provide the capability for Authorized Users to force selected Notices from one escalation level to another and by-pass the eligibility criteria.
716	The Contractor shall provide the capability to configure and maintain Violation Notice parameters for each escalation level, including but not limited to:
	<ul style="list-style-type: none"> • the minimum number of Violations over a Configurable period of time to initiate a Violation Notice;
	<ul style="list-style-type: none"> • the aging timelines for escalation of Notices, for example the timeline for escalating from a first level Notice to a second level Notice if the Notice is not paid or dismissed;
	<ul style="list-style-type: none"> • the penalties assessed on individual Image-Based Transaction/Trip;
	<ul style="list-style-type: none"> • the individual Notice level penalties;
	<ul style="list-style-type: none"> • maximum penalty that can be assessed on individual Image-Based Transaction/Trip and account;
	<ul style="list-style-type: none"> • the Notice underpayment percentage thresholds to prevent escalation;

	<ul style="list-style-type: none"> the Notice underpayment amount thresholds to prevent escalation;
	<ul style="list-style-type: none"> the maximum Notice amount to be paid to by-pass an escalation level;
	<ul style="list-style-type: none"> the maximum number of Violations on the Notice to halt escalation;
	<ul style="list-style-type: none"> the maximum amount due on a Notice to halt escalation;
	<ul style="list-style-type: none"> allowable “sinner to saint” offers for violators who establish Registered accounts and
	<ul style="list-style-type: none"> allowable “early bird special” offers.
717	The Contractor shall provide the capability to automatically advance to the proper Notice processing screen when the Notice barcode is read via the barcode reader.
718	The Contractor shall provide the capability to escalate or place on hold the Notices Flagged as ‘bad address’ as defined by the Business Rules.
719	The Contractor shall provide the Configurable capability to process Notices if a good address is subsequently found for a Notice or account that is Flagged as a ‘bad address’ based on the escalation level, including but not limited to:
	<ul style="list-style-type: none"> retain the new address;
	<ul style="list-style-type: none"> reissue the Notice to the new address, for example if it is a second level Notice then the second level Notice is reissued to the new address with a new due date and
	<ul style="list-style-type: none"> reintroduce the Notice and its associated Violations into the Violation workflow at the appropriate place, per the Business Rules.
720	The Contractor shall provide the capability to process Violation against a home account or Interoperable/CTOC Agency per the Business Rules, including but not limited to:
	<ul style="list-style-type: none"> Post the Violation transactions/trips;
	<ul style="list-style-type: none"> Post the transaction/trips at the appropriate toll rate;
	<ul style="list-style-type: none"> dismiss part of the fees or the whole fee amount;
	<ul style="list-style-type: none"> dismiss part of the penalties or the whole penalty amount;
	<ul style="list-style-type: none"> pay the fees and
	<ul style="list-style-type: none"> pay the penalties.
721	The Contractor shall provide the capability to identify and retrieve Violation related records into a search results grid, including but not limited to:
	<ul style="list-style-type: none"> Violation ID number;

	<ul style="list-style-type: none"> • Notice ID number;
	<ul style="list-style-type: none"> • location of Violation;
	<ul style="list-style-type: none"> • license plate number;
	<ul style="list-style-type: none"> • license Plate Type;
	<ul style="list-style-type: none"> • license plate Jurisdiction;
	<ul style="list-style-type: none"> • customer name;
	<ul style="list-style-type: none"> • customer address;
	<ul style="list-style-type: none"> • transaction/trip date range;
	<ul style="list-style-type: none"> • user ID;
	<ul style="list-style-type: none"> • phone numbers;
	<ul style="list-style-type: none"> • email addresses;
	<ul style="list-style-type: none"> • Violation escalation status;
	<ul style="list-style-type: none"> • account Flags (for example Notice on hold);
	<ul style="list-style-type: none"> • address type;
	<ul style="list-style-type: none"> • bad address;
	<ul style="list-style-type: none"> • Violation disposition reason;
	<ul style="list-style-type: none"> • Violation disposition statuses (for example paid);
	<ul style="list-style-type: none"> • payment receipt number;
	<ul style="list-style-type: none"> • comments and
	<ul style="list-style-type: none"> • Alerts.
722	The Contractor shall provide the capability to drill down from the final open or closed escalated Notice to the related previous Notices.
723	The Contractor shall provide the capability to drill down from the current Notice that is open to the related Violations and images.
724	The Contractor shall provide the capability to generate an on-demand Violation Notice and activity statement based on various, Configurable selection criteria that shows the history of Violations, including but not limited to:
	<ul style="list-style-type: none"> • all related Notice ID number(s);

	<ul style="list-style-type: none"> • all individual Violations;
	<ul style="list-style-type: none"> • payments made;
	<ul style="list-style-type: none"> • adjustments made;
	<ul style="list-style-type: none"> • related disputes and results;
	<ul style="list-style-type: none"> • Violation dismissals;
	<ul style="list-style-type: none"> • settlements that closed Violations;
	<ul style="list-style-type: none"> • history of holds placed on Notice;
	<ul style="list-style-type: none"> • current status of Notice and
	<ul style="list-style-type: none"> • current status for each Violation.
725	<p>The Contractor shall provide the capability to generate an on-demand summary violator account statement based on various, Configurable selection criteria that shows the history of the account, including but not limited to:</p>
	<ul style="list-style-type: none"> • number of Notices on the account by escalation;
	<ul style="list-style-type: none"> • all related Notice ID number(s) and current status;
	<ul style="list-style-type: none"> • all individual Violations and current status;
	<ul style="list-style-type: none"> • payments made;
	<ul style="list-style-type: none"> • adjustments made;
	<ul style="list-style-type: none"> • related disputes and results;
	<ul style="list-style-type: none"> • Violation dismissals and reason;
	<ul style="list-style-type: none"> • Notice dismissals and reason;
	<ul style="list-style-type: none"> • settlements that closed Violations;
	<ul style="list-style-type: none"> • history of holds placed on Notices;
	<ul style="list-style-type: none"> • current status for each Notice and
	<ul style="list-style-type: none"> • current status for each Violation.
726	<p>The Contractor shall provide the capability to generate a detailed violator account statement based on various selection criteria that shows the history of the account, including but not limited to:</p>
	<ul style="list-style-type: none"> • listing of all Notices on the account and their escalation status;

	<ul style="list-style-type: none"> • listing of all disputes on the account that were accepted and rejected;
	<ul style="list-style-type: none"> • payments made against the Notices;
	<ul style="list-style-type: none"> • listing of all Violations closed due to dismissals;
	<ul style="list-style-type: none"> • listing of all Violations closed due to settlements and
	<ul style="list-style-type: none"> • listing of all account holds or Flags on the account.
727	The Contractor shall provide the capability to attach the generated Statement to the account and make it automatically available through the account history.

1.6.5.2. Registered Account Violators

When a prepaid Registered account’s balance reaches an Insufficient Balance Threshold and all replenishment attempts have failed or when a postpaid, Registered account’s invoice is past due, future transactions are Violation transactions/trips and Unregistered accounts are established. Registered account holders usually resolve any account issues bringing the account balance back to good standing so an approach that easily resolves Violations in such situations must be provided along with a method to inform customer of outstanding Violations for plates on their account.

728	The Contractor shall provide the capability to associate the Unregistered account(s) and Violations created for vehicles on a Registered account while maintaining the privacy of all account holders (both Registered and Unregistered).
729	The Contractor shall provide the capability to inform Registered account holders of outstanding Violation on vehicles registered to their account while maintaining the privacy of all account holders (both Registered and Unregistered).

1.7. Payment Processing

1.7.1. Payment Processing – General Requirements

730	The Contractor shall utilize the Authority’s Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement, in Section 1.14.3.
731	The Contractor shall comply with the California Civil Code Section 1747.08 related to personal identification laws.
732	The BOS shall initiate Credit Card payments with the Merchant Service Provider(s) that will process the electronic payments and deposit funds in the Bank Accounts provided by the Authority in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement, in Section 1.14.3.
733	The Contractor shall comply with PCI and all applicable merchant card association agreements and other applicable regulations for the exchange of Credit Card payments.

734	The BOS shall accept payments through all commercially-available payment methods, including but not limited to: cash, check, money order, certified check, cashier's check, ACH and Credit Card.
735	Certain payment methods, such as cash, EMV chip integrated circuit card and mobile contactless NFC shall be accepted only at WICs.
736	The BOS shall accept payments through its agreements with Lockbox Service Provider (optional) and Collection Agency.
737	The Contractor shall implement appropriate controls to ensure the security of payment transactions, including controls over cash, checks and customer Credit Card information. These controls shall be PCI and GAAP compliant and meet the requirements for a Statement on Standards for Attestation Engagements (SSAE)-18 Type II Audit.
738	Credit Card and ACH information shall be tokenized and the information shall be stored by a certified 3 rd party processor. The 3 rd party processor(s) may also be the Contractor-provided Merchant Service Provider and/or another Contractor-provided certified 3 rd Party.
739	The Contractor shall process, deposit and record all customer payments the same day received from the customer, using the most efficient and cost-effective methods available in the industry (for example, by utilizing remote deposit/Check 21 as opposed to sending physical checks to the bank).
740	The BOS shall provide the capability to process all payments accepted and apply them toward, including but not limited to:
	<ul style="list-style-type: none"> • prepaid balance,
	<ul style="list-style-type: none"> • specific toll transactions,
	<ul style="list-style-type: none"> • specific account fees,
	<ul style="list-style-type: none"> • purchase of inventory items (ex. transponders),
	<ul style="list-style-type: none"> • invoice payments,
	<ul style="list-style-type: none"> • Violation Notice payments and
741	The BOS shall handle all payment exceptions including but not limited to:
	<ul style="list-style-type: none"> • partial payments,
	<ul style="list-style-type: none"> • overpayments,
	<ul style="list-style-type: none"> • return payment,
	<ul style="list-style-type: none"> • chargebacks,
	<ul style="list-style-type: none"> • errors in applying payments,
	<ul style="list-style-type: none"> • refunds and

	<ul style="list-style-type: none"> • reversals.
742	All successful payments made via Credit Card shall have a viewable, searchable authorization code for the transaction which shall be included on applicable reports.
743	The Contractor shall provide the capability to process transactions, including but not limited to:
	<ul style="list-style-type: none"> • sales;
	<ul style="list-style-type: none"> • chargebacks, chargeback reversals and representments;
	<ul style="list-style-type: none"> • returned payments (for example, returned checks);
	<ul style="list-style-type: none"> • payment plan payments;
	<ul style="list-style-type: none"> • adjustments;
	<ul style="list-style-type: none"> • reversals;
	<ul style="list-style-type: none"> • voids and
	<ul style="list-style-type: none"> • refunds (except for cash).
744	The Contractor shall provide for the processing of all payments and account replenishments, including but not limited to:
	<ul style="list-style-type: none"> • account prepaid balance;
	<ul style="list-style-type: none"> • tolls;
	<ul style="list-style-type: none"> • fees;
	<ul style="list-style-type: none"> • penalties;
	<ul style="list-style-type: none"> • invoices;
	<ul style="list-style-type: none"> • Notices;
	<ul style="list-style-type: none"> • non-toll transactions;
	<ul style="list-style-type: none"> • transponder sales (full price, warranty sale, no sale, promos and coupons);
	<ul style="list-style-type: none"> • Account Plans and
	<ul style="list-style-type: none"> • inventory purchases, including transponders.
745	The Contractor shall provide real-time, fully automated payment clearing and processing for all electronic payment methods.
746	The Contractor shall interface with one or more Merchant Service Providers (no more than three) for the purpose of settling Credit Card transactions.
747	The Contractor shall send replenishment requests to, and capture the results returned from, the Merchant Service Provider and update accounts accordingly.

748	The Contractor shall provide the capability to process a payment for multiple, unrelated charges (bulk payments) and accommodate the reversal of such payment. For example, pay an invoice or Violation Notice (for one or multiple Violations) in one account and fund another account's prepaid balance or Post batch payments from rental processors for individual transactions/Violation Notices.
749	The Contractor shall provide a proven and reliable method of communicating with the Merchant Service Provider(s).
750	The Contractor shall provide the capability to identify and process overpayments, including but not limited to: <ul style="list-style-type: none"> • re-assign to an alternate account; • apply to unpaid transactions/trips; • refund overpaid amounts and • apply overpaid amounts to account balance.
751	The Contractor shall provide the capability to notify the customer about all partial and overpayments.
752	The Contractor shall provide tracking of payment transactions by, including but not limited to: <ul style="list-style-type: none"> • Transaction Date; • Posting Date and • payment channel.
753	The Contractor shall provide the capability to apply multiple payment methods for a single payment. For example, for a \$30.00 amount due, allow payment of \$20.00 from a Credit Card associated with the account and \$10.00 cash.
754	The reversal of any payment shall result in the items paid being marked as unpaid, having the same effect as if those items had never been paid (for example, when a Violation payment is returned, escalation resumes at the point where it left off as opposed to restarting from the beginning of the escalation process).
755	The Contractor shall provide the capability to use the available account balance as payment for all inventory items (for example, transponders) and show the detailed changes in account balance in the user Interface, to customers on the Self-Service Website and on customer statements.
756	The Contractor shall engineer the payment process to prevent double-payments, for example, prevent an Authorized User or customer from making two identical payments by clicking the payment button twice.
757	The Contractor shall engineer the payment process to prevent an Authorized User or customer from making payments in excess of a certain amount (Configurable).

758	The Contractor shall display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to the Authorized User or customer being allowed to submit a payment.
759	The Contractor shall provide audit trail and exception reporting that helps reconcile discrepancies between the BOS and the Merchant Service Provider.
760	The Contractor shall provide summary and detail data by payment type on the processing status of all transactions, including a description of all failures.
761	The Contractor shall provide Authorized Users the detailed reasons for Credit Card declines, including but not limited to:
	• invalid card number;
	• name mismatch;
	• card Security Code mismatch;
	• contact Credit Card company and
	• address mismatch.
762	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that Interface with the Bank.
763	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that interface with the Merchant Service Provider or with the communications to the Merchant Service Provider.
764	The Contractor shall provide the capability to notify customers of failures in the processes that interface with the Merchant Service Provider (for example, when there is a loss of communication between the BOS and the Merchant Service Provider).
765	The Contractor shall provide the capability to notify customers about various auto-replenishment activities. For example, replenishment was successful with secondary payment method, or replenishment failed.
766	The Contractor shall provide detailed tracking and reconciliation of payments.
767	The Contractor shall provide the capability to accept payments to a Registered account resulting in the payment of all unpaid Violation Notices and Violations on the linked Unregistered accounts plus fees and/or penalty based upon escalation stage (Configurable).
768	The Contractor shall provide the capability to set a payment hierarchy for Registered accounts (Configurable) that determines the order in which payments are applied, including but not limited to:
	• in FIFO order;
	• by Transaction Date;
	• by Posting Date;

	<ul style="list-style-type: none"> • by payment item type (for example, tolls then fees) and
	<ul style="list-style-type: none"> • by combination of date and transaction/trip type.
769	The Contractor shall provide the capability to set a payment hierarchy Configurable for Unregistered accounts that determines the order in which payments are applied, including but not limited to:
	<ul style="list-style-type: none"> • in FIFO order;
	<ul style="list-style-type: none"> • by Transaction Date;
	<ul style="list-style-type: none"> • by Posting Date;
	<ul style="list-style-type: none"> • by payment item type (for example, Violation Notices, penalties then fees) and
	<ul style="list-style-type: none"> • by combination of date and transaction/trip type.
770	The Contractor shall provide the capability to accept payments for specific items as requested by the customer (and allowed under the Business Rules).
771	The Contractor shall produce receipts for all payments in both real-time (on demand) and automatic (for auto replenishment).
772	The Contractor shall transmit receipts to customers on customer request via any Notification channel.
773	The Contractor shall allow for reprinting of receipts for all payments in a PCI-compliant format. Reprinted receipts shall be exact copies of the original receipt and shall include the duplicative nature of the document and include the date of the reprint (for example, the reprinted receipt shall be marked "COPY" and indicate the date of the copy with the original receipt date also reflected on the document).
774	The Contractor shall provide the capability to trace each payment to the transactions paid and each transaction paid or prepayment to a payment, including but not limited to:
	<ul style="list-style-type: none"> • invoices;
	<ul style="list-style-type: none"> • Violation Notices;
	<ul style="list-style-type: none"> • tolls;
	<ul style="list-style-type: none"> • prepaid tolls;
	<ul style="list-style-type: none"> • fees and
	<ul style="list-style-type: none"> • penalties.
775	The Contractor shall provide the capability to accept payments for transactions/trips associated with a license plate that has not yet been associated with an account.

776	All receipts shall contain a payment reference number that is traceable through the entire payment clearing process. For example, a Credit Card payment's reference number as printed on the receipt will also appear on the customer's Credit Card statement and is a searchable field in the database, enabling a CSR to identify a payment applied to an account from only the details available on a customer's Credit Card statement.
777	The Contractor shall provide the capability to convert an Unregistered account to a Registered account, taking one payment for the outstanding Violation amounts and the amount required to open a Registered account.
778	The Contractor shall provide the capability to search for a payment by date, payment source, Credit Card # or Bank Account information.
779	The Contractor shall provide the capability for Authorized Users to conduct research on un-allocated funds, including viewing images of original payment items (checks), correspondence, and data entered into the BOS at the time the check was Posted.
780	The Contractor shall provide the capability for Authorized Users to Post payments from un-allocated funds to accounts while preserving the payment's audit trail (for example, once applied to the account, Authorized Users shall have the ability to determine when the payment was Posted to un-applied, any activity that occurred while it was in that status, and when it was Posted from un-applied to the account).
781	The Contractor shall provide the capability to age un-applied payments, to report on such payments and to generate Alerts when un-applied payments have exceeded a specified age (Configurable).

1.7.2. Payment Methods and Handling

782	The Contractor shall provide the capability to accept payments, including but not limited to:
	<ul style="list-style-type: none"> • in-person at WICs;
	<ul style="list-style-type: none"> • over the phone with a CSR;
	<ul style="list-style-type: none"> • over the phone via the IVR;
	<ul style="list-style-type: none"> • automatic payments;
	<ul style="list-style-type: none"> • via the Self-Service Website;
	<ul style="list-style-type: none"> • via the Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • via mail and
783	• via the Lockbox Service Provider (optional).
	The Contractor shall provide the capability to calculate the required payment during account creation based on, but not limited to:
	<ul style="list-style-type: none"> • the prepayment Requirements;

	<ul style="list-style-type: none"> • cost of inventory items (for example, transponders) and
	<ul style="list-style-type: none"> • any Account Plan fees.
784	The Contractor shall provide the capability to store Credit Card information for one-time payments (for example, permit customers to enter Credit Card information once and then use that stored Credit Card to make one-time payments on their account without being required to rekey the Credit Card information).
785	The Contractor shall provide the capability to accept payments, including but not limited to:
	<ul style="list-style-type: none"> • one-time payments;
	<ul style="list-style-type: none"> • recurring fixed amount payments;
	<ul style="list-style-type: none"> • recurring varying amount payments;
	<ul style="list-style-type: none"> • a combination of fixed and varying amounts (payment plan monthly payment plus recurring auto replenishment);
	<ul style="list-style-type: none"> • recurring maximum replenishment amount per payment method on the account (for example, if the replenishment amount is \$10,000 but maximum replenishment allowed for that Credit Card is \$1,000 there should be 10 \$1,000 replenishments);
	<ul style="list-style-type: none"> • recurring payments on a fixed day of the month;
	<ul style="list-style-type: none"> • recurring payments every “x” number of days (for example, every 28 days);
	<ul style="list-style-type: none"> • recurring payments for Postpaid accounts as, fixed number of days after the invoice is issued (Configurable) and
	<ul style="list-style-type: none"> • recurring payments triggered by account balance.
786	The Contractor shall provide the capability to accept and Post in the BOS payments and adjustments transmitted from the Collection Agency.
787	The Contractor shall provide the capability to process payments directly in the BOS for all accounts in any status with any balance.
788	The Contractor shall provide the capability to accept the following types of payments made in-person or by mail at all Approved locations, including but not limited to:
	<ul style="list-style-type: none"> • cash (at in-person locations only);
	<ul style="list-style-type: none"> • check;
	<ul style="list-style-type: none"> • cashier’s check;
	<ul style="list-style-type: none"> • certified check;
	<ul style="list-style-type: none"> • money order;
	<ul style="list-style-type: none"> • e-check (not available by mail);

	<ul style="list-style-type: none"> • Credit Card;
	<ul style="list-style-type: none"> • ACH;
	<ul style="list-style-type: none"> • EMV chip integrated circuit card (at in-person locations only) and
	<ul style="list-style-type: none"> • mobile contactless NFC (at in-person locations only).
789	The Contractor shall provide the capability to accept Credit Card payments made via the IVR, via the Self-Service Website and via the Self-Service Mobile Application (Phase II and optional).
790	The Contractor shall provide the capability to accept all major Credit Cards, including:
	<ul style="list-style-type: none"> • Visa;
	<ul style="list-style-type: none"> • MasterCard;
	<ul style="list-style-type: none"> • American Express and
	<ul style="list-style-type: none"> • Discover Card.
791	The Contractor shall provide the capability for accepting Credit Card, EMV and mobile contactless NFC payments via POS devices for payments made in-person.
792	The Contractor shall provide the capability for accepting Credit Card payments by manually entering Credit Card information for payments made in-person.
793	The Contractor shall provide the capability to Post payment transaction(s) to the account when payment related actions occur, including but not limited to:
	<ul style="list-style-type: none"> • successful payment processing, and
	<ul style="list-style-type: none"> • unsuccessful payment processing, for example recording a failed attempt.
794	The Contractor shall provide the capability to refund checks that have been Posted to the BOS but cannot be matched successfully to an account.
795	The Contractor shall provide the capability to Flag that an account has had returned checks.
796	The Contractor shall provide the capability to Flag that an account has had declined Credit Card charges.
797	The Contractor shall provide the capability for an Authorized User to correct or reverse payments applied in error, including but not limited to payments applied to multiple transactions or accounts, via Cases.
798	The Contractor shall provide the capability to require approvals for payment corrections via Cases.
799	The Contractor shall provide the capability to prevent corrections to or reversals of payments that have already been refunded, for example, payments that have been reversed entirely cannot be reversed again or refunded.

800	The Contractor shall ensure all adjustments to payments are shown on the account and are reconciled.
801	The Contractor shall provide the capability to process multiple chargebacks on a payment if the previous chargebacks are reversed or represented.
802	The Contractor shall provide detailed tracking of payments by payment categories, for example, payments, declines, reversals, returned payments, chargebacks, chargebacks reversals, chargeback representments, refunds, voided refunds and replenishment.
803	The Contractor shall provide detailed tracking of payments by payment methods, for example, cash; check; Credit Card; ACH and mobile contactless NFC.
804	The Contractor shall provide detailed tracking of payments by payment type, for example, Visa; MasterCard; American Express and Discover Card.
805	The Contractor shall provide detailed tracking of payments by payment items, for example, invoices; Violation Notices; fees; penalties; tolls and prepaid tolls.
806	The Contractor shall provide detailed tracking of payments by payment locations, for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), Lockbox Service Provider (optional) and Collection Agency.

1.7.3. Merchant Service Provider (MSP)

The MSPs shall process all Credit Card, Debit Card and ACH Services described in these Requirements.

807	The Contractor shall contract with two (2) separate MSPs for processing of BOS payments. The Contractor shall work with the Authority in determining the volumes and types of processing assigned to each MSP, which may result in shared processing or all processing being assigned to one (1) of the MSPs.
808	The Contractor and MSPs shall provide Credit Card and Debit authorization for the BOS (card not present / internet and card present for the Walk-in Center) utilizing one or more merchant identification numbers.
809	The Contractor and MSPs shall provide ACH clearing for the BOS.
810	The Contractor and MSPs shall provide complete, flexible and timely online reporting services, including detailed transactions on chargebacks, card transactions, deposit totals and batch totals and summary information per merchant and for the Authority overall.
811	The Contractor and MSPs shall provide all reporting online.
812	The Contractor and MSPs shall provide a monthly analysis statement showing detailed charges for all account services for each merchant ID, including a combined statement analysis.
813	The Authority shall be assigned dedicated MSP account representatives that can be contacted through a toll-free number and email.
814	The MSPs shall provide customer support during business hours Monday through Friday 7:00 a.m. until 6:00 p.m. PST.

815	The MSPs shall provide seven (7) days per week technical support utilizing a customer service phone number.
816	The Contractor and MSPs shall cooperate with the Authority on assignment of accounts. The Authority will assign all bank accounts for the Authority's settlements and merchant activity. No merchant numbers or identifications shall be assigned to the Authority without written notice from the MSPs and Approved by the Authority.
817	The Contractor and MSPs shall provide payment, settlement, and refunding services.
818	The Contractor and MSPs shall provide daily settlement of merchant accounts.
819	The Contractor and MSPs shall make next day deposits after settlement into the OCTA bank accounts.
820	The Contractor and MSPs shall provide immediate online access to outstanding retrieval requests and chargebacks.
821	The Contractor and MSPs shall provide a fully electronic online chargeback system that will accept electronic signatures and support files to satisfy outstanding retrieval requests and chargebacks.
822	The Contractor and MSPs shall provide the ability to generate ad hoc reports with extracted information based on user-defined parameters.

1.7.4. Payment Processing and Lockbox (optional)

The use of a Lockbox Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.

823	The Contractor shall process, Post to the appropriate accounts, and reconcile payments transmitted by the Lockbox Service Provider if the Contractor elects to utilize a Lockbox Service Provider.
824	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that Interface with the Lockbox Service Provider.
825	The Contractor shall provide the capability to associate images of checks and stubs received at the Lockbox Service Provider to the proper account.
826	The Contractor shall provide the capability to receive and process Lockbox Exceptions and ensure payments are appropriately accounted for, including but not limited to:
	<ul style="list-style-type: none"> • correspondence items and customer comments associated with payments;
	<ul style="list-style-type: none"> • payments the Lockbox Service Provider is unable to associate to an account and • payments that the BOS is unable to Post to an account.
827	The Contractor shall provide the capability for Authorized Users to research and determine the disposition of Lockbox Exceptions, including but not limited to:
	<ul style="list-style-type: none"> • Posting payment to the account;

	<ul style="list-style-type: none"> • refund payment to customer or
	<ul style="list-style-type: none"> • hold as un-allocated funds.
828	The Contractor shall provide the capability to automatically create Cases for Lockbox Exceptions. For example, if a check was received without a payment coupon, it cannot be associated with an account and research must occur.
829	The Contractor shall provide the capability to identify criteria which trigger specific Lockbox Exceptions (Configurable) which are flagged for further review, including but not limited to:
	<ul style="list-style-type: none"> • discrepancy above a threshold between amount on check and amount due;
	<ul style="list-style-type: none"> • payment made to accounts in particular statuses;
	<ul style="list-style-type: none"> • check dollar amount and
	<ul style="list-style-type: none"> • multiple payments for the same amount on the same account in the same batch or processing day.
830	The Contractor shall provide the capability to electronically receive and process correspondence received at the Lockbox Service Provider, for example changes of address.
831	The Contractor shall provide the capability for Authorized Users to view un-allocated funds (funds which have been Posted to the BOS but which have not been Posted to an account).
832	The Lockbox Service Provider processing services shall take place within the State of California.

1.7.5. Credit Card Processing

The most common payment method in the BOS is Credit Card. The BOS shall have a simple and intuitive Interface with the Merchant Service Provider. The most efficient and cost-effective means of accepting Credit Card payments shall be employed in the BOS by the Contractor.

The Contractor’s solution shall provide Credit Card payment tokenization and hosted third party Credit Card storage (or equivalent solution). This method is designed to eliminate the need to store Credit Card numbers within the BOS database therefore reducing risks and efforts for PCI Compliance.

833	The Contractor shall contract with an Authority approved Merchant Service Provider.
834	The Contractor shall use a Payment Gateway or a Direct Connection between the BOS and the Merchant Service Provider.
835	The Contractor shall process all Credit Card payment transactions via the Merchant Service Provider.
836	The Contractor shall provide for Payment Tokenization and Hosted Third Party Credit Card storage (or equivalent solution) such that the Credit Card information is not stored in the BOS.

837	The Contractor shall provide an automated credit card update service (including both expiration dates and newly issued cards).
838	The Contractor shall provide the capability to issue refunds to Credit Cards.
839	The Contractor shall provide the capability to track data related to Credit Card inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Credit Card charges are received.
840	The Contractor shall provide the capability for Credit Card chargebacks and permit investigation of the details as Cases.
841	The Contractor shall provide the capability for Authorized Users to reverse Credit Card chargebacks and to allow for a number of chargeback representments (Configurable)
842	The Contractor shall provide the capability to credit accounts immediately upon a successful Credit Card payment authorization.
843	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for a transaction is not received within a Configurable amount of time.
844	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for an account contains codes that indicate the need for the Authority to contact the Credit Card company, for example a “referral code”.
845	The Contractor shall provide the capability to update accounts with the results from the Merchant Service Provider, for example a Credit Card transaction failed to authorize or settle due to a mismatched address error.
846	The Contractor shall provide the capability to identify potential fraudulent Credit Card transactions and send an Operational Alert Notification to the PMMS, for example, when there are multiple failed authorizations for a single card.
847	The Contractor shall provide, for validation purposes, fields to capture and store within the BOS Credit Card information, including but not limited to: <ul style="list-style-type: none"> • token; • Credit Card expiration date; • name on the card; • ZIP code and • billing address associated with the card.
848	The Contractor shall provide the capability to submit disputes to chargebacks.
849	The Contractor shall provide the capability to receive updates to individual customer Credit Card expiration dates from the MSPs.

1.7.6. ACH Processing

The cost of processing ACH transactions is generally lower than the cost of processing a Credit Card transaction, which is one of the primary reasons for including Requirements for this payment method. Many commercial customers also prefer ACH to Credit Card replenishment. ACH carries its own set of risks and challenges, which the Contractor will need to address. For example, the Contractor will need to address the timing of crediting an account after an ACH transaction is initiated and how ACH rejections will be processed.

Like the Credit Card process, the Contractor’s solution shall provide Credit Card payment tokenization and hosted third-party routing and account number storage (or equivalent solution).

850	The BOS and CSC Operations shall remain current with industry standards and advancements in technology and security related to Credit Card and ACH payments.
851	The Contractor shall provide an Interface to the Merchant Service Provider or bank for ACH payment.
852	The Contractor shall provide for ACH tokenization and hosted third-party ACH storage (or equivalent solution) such that ACH information is not stored in the BOS.
853	Process all ACH payment transactions via the third-party hosted services.
854	Provide capability to process both ACH debits and ACH credits with the Merchant Service Provider or bank.
855	Provide a selection for “Checking” and “Savings” account designation when ACH is selected for replenishment and ensure transmission to the bank carries such information.
856	Provide the capability to verify the customer Bank Account information and availability of funds with the Merchant Service Provider prior to initiating an ACH debit.
857	Credit customer’s account immediately upon initiating an ACH debit.
858	Provide the capability to reverse an ACH payment if declined by the bank.
859	Provide an Alert to the PMMS if an ACH response for a transaction is not received from the bank within a Configurable amount of time.
860	Provide sufficient protections (and Alert to the PMMS) to prevent multiple (duplicate) ACH payments for the same Bank Account number within a Configurable period.

1.7.7. Check/Money Order Processing

Checks received from customers shall be processed in the most efficient and cost-effective manner available in the payment processing industry.

861	The Contractor shall provide the capability to accept checks (personal, cashier’s or certified) as a form of payment.
862	The Contractor shall provide the capability to accept money orders as a form of payment.

863	The Contractor shall use Check 21 to electronically deposit checks and convert checks into ACH transactions.
864	The Contractor shall Post to customer accounts and deposit into the Authority's bank account within one (1) Business Day of receipt.
865	The Contractor shall provide scanning capability at the initial check or money order receiving and processing point. The resulting image shall be stored in the BOS, be available to Authorized Users and electronically transmitted to the bank for deposit.
866	The Contractor shall provide the capability to mask Bank Account information, including the MICR line, for stored check images.
867	The Contractor shall provide check scanning tools such that the resulting image can be optimized via image enhancing tools, including options for saving original and enhanced images.
868	The Contractor shall provide the capability, when accepting check or money order payments, to automatically populate the check or money order number field via check scanner.
869	The Contractor shall provide the capability to credit accounts immediately upon check or money order payment.
870	The Contractor shall provide the capability to associate checks and stubs received at the BOS to the proper account.
871	The Contractor shall provide the ability to receive batch payments from rental agencies to be applied to individual transactions.
872	The Contractor shall provide the capability to batch process checks by scanning a payment coupon and check, automatically Post payments to customer accounts, automatically associate images with customer accounts and provide exception processing.
873	The Contractor shall provide the capability to reverse all forms of check or money order payment if declined or returned by the bank, including the assessment of applicable fees.
874	The Contractor shall provide all armored services required for the physical transfer of cash or payment instruments.
875	The Contractor shall provide live check verification at the WIC.
876	The Contractor shall provide all reconciliations of funds received to BOS Posting and the Authority's bank account.

1.7.8. Cash Processing

877	The Contractor shall provide the capability to accept cash as a form of payment.
878	The Contractor shall provide a cash change fund and cash change fund management functionality, including but not limited to: <ul style="list-style-type: none"> • beginning balance;

	<ul style="list-style-type: none"> • ending balance and
	<ul style="list-style-type: none"> • reconciliation.
879	The Contractor shall provide the capability to credit the account immediately upon receipt of cash payment.
880	The Contractor shall provide the capability to process cash payment reversals.
881	The Contractor shall provide the capability to set threshold amounts and role-based limits for cash payment reversals (Configurable.)
882	The Contractor shall provide the capability to require approval for cash payment reversals using Cases.

1.7.9. Online Wallet Payment Processing

The BOS shall accept payments made via Online Wallet on all its online customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional)). The specific Online Wallet services (up to five) will be defined during the Implementation Phase.

883	The Contractor shall provide the capability to accept payments by Online Wallet. The Authority will elect to implement up to five of the most prominent Online Wallet payments available in the market at the time of the Implementation Phase.
884	Online Wallet payments shall generally mirror the Credit Card functionality in terms of payments, return payments, refunds, reversals and chargeback capabilities.
885	The Contractor shall provide detailed tracking of payments made by Online Wallet.
886	The Contractor shall provide the capability to issue refunds to an Online Wallet. If the Online Wallet provider does not support automatic refunds (many Online Wallet providers require a manual process for refunds), or the underlying Credit Card associated with Online Wallet has been closed or expired, the BOS shall be capable of allowing Authorized Users to reverse the payment in the BOS and issue refunds by check.
887	The Contractor shall provide the capability to track data related to Online Wallet inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Online Wallet charges are received.
888	The Contractor shall provide the capability to credit accounts immediately upon a successful Online Wallet payment authorization.
889	The Contractor shall provide an Operational Alert Notification to the PMMS if a response from an Online Wallet provider for an account is not received within a specified amount of time (Configurable).

1.7.10. BOS Bank Interface Requirements

The Contractor shall manage the Bank Accounts and the Interface from the BOS to the Authority's bank.

890	The Contractor shall provide the Interface for Check 21.
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891	The Contractor shall provide the capability to upload checks issued to customers (refunds/disbursements) to the bank for the purpose of Positive Pay. The file shall include, but not be limited to:
	<ul style="list-style-type: none"> • BOS Bank Account number;
	<ul style="list-style-type: none"> • check number;
	<ul style="list-style-type: none"> • check date;
	<ul style="list-style-type: none"> • check amount and
	<ul style="list-style-type: none"> • payee name (may be truncated based on bank’s requirements).
892	The Contractor shall provide automated reconciliation with the Authority’s Bank.

1.7.11. Refunds and Disbursements

The Contractor will process and issue all refunds and disbursements to customers per the Business Rules and as determined by the Authority.

893	The Contractor shall provide the capability to process refunds and disbursements for account closures, sales of transponder(s), overpayments, Violation disputes and other payments.
894	The Contractor shall provide processes for refunds based on the original transaction and ensure such refunds are shown on the account history and are reconciled.
895	The Contractor shall have the capability to restrict the method of refund to the original method of payment.
896	The Contractor shall provide an automated approval process for Authority approval for all refunds over a Configurable amount
897	The Contractor shall provide the capability to configure parameters related to refunds, including but not limited to:
	<ul style="list-style-type: none"> • type of payments that are not eligible for refund;
	<ul style="list-style-type: none"> • the criteria for refunds by payment methods (Credit Card, ACH, check, cash, money order etc.);
	<ul style="list-style-type: none"> • the hold period for Credit Card refunds and check refunds;
	<ul style="list-style-type: none"> • maximum (role-based) allowable refund payment by Payment Type. For example, a refund of more than \$250 might require manager approval;
	<ul style="list-style-type: none"> • minimum (role-based) allowable refund payment by Payment Type. For example, the Authority may elect not to issue a check refund for less than \$1.00 unless requested by the customer and
	<ul style="list-style-type: none"> • manual review of eligible refunds before processing the refunds.

898	<p>The Contractor shall provide the capability to determine eligibility and issue refunds automatically to customers based on various activities on the account, including but not limited to:</p> <ul style="list-style-type: none"> • closure of an account; • unapplied checks/money order and • overpayment of an invoice or Violation Notice where no outstanding invoices, Violation Notices or unbilled tolls exist.
899	The Contractor shall provide the capability to review and process all eligible refunds and initiate the refund process.
900	The Contractor shall provide the capability to route a refund approval through Cases, to require multiple approvals of refunds and to accommodate the refund approval process.
901	The Contractor shall provide the capability to issue refunds using the same method that the payment was received. For example, a check payment will be refunded by check and Credit Card to the same Credit Card.
902	The Contractor shall provide the capability to issue refunds by check after approval by an Authorized User when the Credit Card which was used for the original payment method has been deactivated or based on a customer request.
903	The Contractor shall provide the capability for the automated processing of refunds (for example, for a successful account closure) and automatically create a Case for an Authorized User to issue the refund.
904	<p>The Contractor shall provide the capability to store all details regarding check refunds issued which shall be viewable by Authorized Users on the account, including but not limited to:</p> <ul style="list-style-type: none"> • check number; • check amount; • date check was issued; • check payee details; • the date the check cleared the bank; • notes; • the reference number and • reason for issuing the check.
905	The Contractor shall provide the capability to void a refund or disbursement check, which shall restore the payable balance.
906	The Contractor shall provide the capability to void and reissue a refund or disbursement check.

907	The Contractor shall provide the capability for Authorized Users to manually override the refund payee information, for example, when a refund is due to a deceased customer's estate.
908	The Contractor shall provide the capability for Authorized Users to initiate refunds from unapplied payments (for example when a payment that was made to the BOS in error is deposited but is not applied to an account and needs to be refunded).
909	The Contractor shall provide the capability to record refund checks issued by the Authority in the BOS. For example, certain refund checks may be issued from the Authority's financial accounting systems; these checks shall then be recorded in the BOS against the customer's account and reported in financial reports as a check issued by the Authority.

1.7.12. Bankruptcy

Generally, the bankruptcy process begins with an official notice of bankruptcy being issued by a court. This notice generally requires creditors to "stay" any escalation while the bankruptcy is processed through the courts. When the bankruptcy is finalized, the court sends an official notification which will indicate any reductions in amount due.

910	The Contractor shall provide the capability to manage accounts for customers who have filed for bankruptcy.
911	The Contractor shall provide the capability to record the effective date of a bankruptcy and bankruptcy type, which automatically flags the account for bankruptcy, holds all activity on outstanding debt which occurred prior to the filing date and issues a letter to the debtor or attorney on file.
912	The Contractor shall provide the capability to enter the 'as of' (stay) date of bankruptcy and apply Business Rules to transactions occurring after that date (new tolls incurred after the bankruptcy date are billable).
913	The Contractor shall provide the capability to record when a bankruptcy has been granted which will write off all outstanding penalties and generate a letter to the customer requesting payment of the tolls.
914	The Contractor shall provide the capability to cease escalation of any transactions that occurred on or before the "stay" date (typically the bankruptcy filing date).
915	The Contractor shall provide the capability to continue processing transactions subsequent to the date and time of bankruptcy notification.
916	The Contractor shall provide the ability to record a dismissed bankruptcy and restart the escalation and collection process.
917	The Contractor shall provide the ability to record and store all bankruptcy filings required by the courts.

1.7.13. Shift Management

The Contractor shall reconcile the financial and asset activity of every person that works in the BOS at the end of each shift.

918	The Contractor shall provide the capability for the BOS to automatically open a shift for an Authorized User at the time of first applicable transaction based upon user role.
919	The Contractor shall provide the capability to prompt for beginning balance or Authorized User bank (including option to list denominations).
920	The Contractor shall provide the capability to populate opening shift balance and assign a unique Authorized User ID, including location, for all transactions processed during the shift.
921	The Contractor shall provide the capability to automatically prompt to close a shift at logout time if an open shift exists.
922	The Contractor shall provide the capability to display and reconcile all transactions and activity in a shift.
923	The Contractor shall provide the capability to separate transactions that affect the Authorized User's deposit, for example, cash, check, ACH, Credit Card or other payment, from transactions that affect the BOS balances, for example, waiving a fee for a customer.
924	The Contractor shall provide the capability for reconciliation of transponders and other inventory items issued and payments.
925	The Contractor shall provide the capability to create an Alert to the supervisor when a CSR's bank goes above a threshold (Configurable). For example, if CSR's bank goes above \$200 the supervisor may want the CSR to do a "bank drop."
926	The Contractor shall provide feedback to Authorized User if the shift does not balance.
927	The Contractor shall provide the capability for an Authorized User to attempt to balance the shift a number of times (Configurable).
928	The Contractor shall provide the capability to escalate the shift to an Authorized User for research and closing after a number of unsuccessful attempts (Configurable) has been reached.
929	The Contractor shall provide settings to either display or not display the shift variance dollar amount to the Authorized User during shift closing (Configurable).
930	The Contractor shall provide settings to either display or not display the shift inventory (transponders and other inventory items) variance amount to the Authorized User during shift closing (Configurable).
931	The Contractor shall provide the capability to configure all relevant parameters related to closing a shift, with a default value that can be overridden based on unique user ID, including but not limited to:
	<ul style="list-style-type: none"> • the number of times the Authorized User can attempt to balance the shift;
	<ul style="list-style-type: none"> • the amount of allowed variance by dollars and

	<ul style="list-style-type: none"> • the amount of allowed variance by percentage.
932	The Contractor shall provide the capability to close a shift once it is balanced.
933	The Contractor shall provide the capability to record shift balancing discrepancies, for example overages and shortages.
934	The Contractor shall provide the capability to force close an unbalanced shift based upon user roles; the BOS shall record unbalanced variances in a separate Financial Account which shall be included on financial reports.
935	The Contractor shall provide the capability to escalate shifts that remain open at the end of the Business Day to the Authorized User based upon user roles.
936	The Contractor shall provide Authorized Users with an accounting of all shift activity with detailed and summarized financial information.
937	The Contractor shall provide Authorized Users with a status of all open shifts.

1.8. Case Management

The BOS shall provide the capability to create, assign and manage requests made by customers or Authorized Users. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry. Once a Case has been opened it is assigned to the appropriate staff, and its progress is tracked and reported through completion by the BOS. The initial set of Case types will be defined during the Implementation Phase. Certain Case types will escalate automatically.

1.8.1. Case Creation

938	The Contractor shall provide the capability to initiate a Case any time a request cannot immediately be completed.
939	The Contractor shall provide the capability to create, manage and support certain activities as Cases. Types of Cases shall include but not be limited to:
	<ul style="list-style-type: none"> • initiating, tracking and resolving Registered account disputes;
	<ul style="list-style-type: none"> • initiating, tracking and resolving Violation disputes (image(s) must be associated with the Case);
	<ul style="list-style-type: none"> • initiating, tracking and resolving I-Toll disputes (image(s) must be associated with the Case);
	<ul style="list-style-type: none"> • initiating, tracking and resolving toll rate disputes;
	<ul style="list-style-type: none"> • initiating, tracking and resolving requests for Administrative Hearings;
	<ul style="list-style-type: none"> • initiating, tracking and resolving requests for Investigative Reviews;
	<ul style="list-style-type: none"> • initiating, tracking and resolving Civil Judgments;
	<ul style="list-style-type: none"> • initiating and tracking payment plans;

	<ul style="list-style-type: none"> • initiating, tracking and resolving customer and non-customer issues and requests via phone and in person, that cannot be resolved immediately;
	<ul style="list-style-type: none"> • initiating, tracking and resolving customer issues and requests received through all communication channels;
	<ul style="list-style-type: none"> • initiating, tracking and resolving research Cases created by the Collection Agency;
	<ul style="list-style-type: none"> • initiating, tracking and researching undeliverable email/mail;
	<ul style="list-style-type: none"> • initiating, tracking and researching undeliverable addresses that have not been found using Skip Tracing Service Provider;
	<ul style="list-style-type: none"> • initiating, tracking and resolving subpoena requests for customer transactions, images, and Maintenance records from law enforcement;
	<ul style="list-style-type: none"> • initiating, tracking and resolving issues and requests from the Authority and
	<ul style="list-style-type: none"> • initiating, tracking and managing transponder Return Materials Authorization (RMA) shipments.
940	<p>The Contractor shall provide the capability to track the Case attributes by one or more attributes, including but not limited to:</p> <ul style="list-style-type: none"> • communication channel; • Case type; • date and time of Case creation; • response due date; • identity of Authorized User (or BOS, if BOS-generated) initiating the Case; • Case number; • customer name; • customer contact information; • account number, if applicable; • license plate and Jurisdiction, if applicable; • Notification number, if applicable; • priority; • notes; • Case status; • outcome of Case when completed;

	<ul style="list-style-type: none"> • if Case is Toll Facility-specific;
	<ul style="list-style-type: none"> • follow-up activities that took place;
	<ul style="list-style-type: none"> • identity of Authorized User(s) who performed the follow-up activities;
	<ul style="list-style-type: none"> • description (free-form) of follow-up action and
	<ul style="list-style-type: none"> • customer satisfaction feedback.
941	The Contractor shall provide the capability for the customer to upload supporting documentation to a new or existing Case via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).
942	The Contractor shall provide the capability to create Cases manually by Authorized Users.
943	The Contractor shall provide the capability to create Cases automatically via the BOS.
944	The Contractor shall provide the capability to create Cases because of a customer request, for example a customer requests a transponder or disputes a Violation Notice via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).
945	The Contractor shall provide the capability to initiate a Case from within an account.
946	The Contractor shall provide the capability for Authorized Users to associate a Case with an account after the Case has been created.
947	The Contractor shall provide Case templates for each type of Case.
948	The Contractor shall provide the capability for Authorized Users to create new types of Cases and associated workflows (Configurable).
949	The Contractor shall provide the capability to set attributes by Case type related to Case management, including but not limited to:
	<ul style="list-style-type: none"> • required fields;
	<ul style="list-style-type: none"> • assignment rules;
	<ul style="list-style-type: none"> • Case flow logic;
	<ul style="list-style-type: none"> • Case queue display order, for example, by date opened or priority;
	<ul style="list-style-type: none"> • drop-down lists;
	<ul style="list-style-type: none"> • all relevant parameters related to Case escalation (Configurable), for example, number of dormant days before escalation and number of days from Case creation to escalation;
	<ul style="list-style-type: none"> • due date and
	<ul style="list-style-type: none"> • Case templates (create and modify).

950	The Contractor shall provide the capability to access a Case through Case management or through the associated account or Violation Notice.
951	The Contractor shall provide the capability to automatically document action(s) taken to resolve a Case in the Case.
952	The Contractor shall provide the capability to associate all related customer communication with a single Case (in addition to associating it with the appropriate account), including but not limited to: <ul style="list-style-type: none"> • call records; • recorded calls; • emails; • faxes; • Microsoft Office documents, images, and PDF files; • chat; • text messages and • scanned items.
953	The Contractor shall provide the capability, when creating Cases, to automatically insert information from the Case source into the Case creation screen to expedite Case creation, for example, importing the name, address and contact information from the account, Violation Notice, invoice or Notification with which the Case is associated.
954	The Contractor shall create a case for all incoming correspondence by scanning the correspondence. The Case management system should recognize barcodes, correspondence attributes, key words and categorize and assign cases automatically.
955	The Contractor shall provide the capability to automatically record date and time of Case creation.
956	The Contractor shall provide the capability to automatically record identity of Authorized User or BOS (if the Case is created automatically by the BOS) initiating the Case.
957	The Contractor shall provide the capability to automatically assign a unique individual identification code (Case number).
958	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating type of Case.
959	The Contractor shall provide the capability that the Case type has the ability to be changed by Authorized Users.
960	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating follow-up activities within the workflow.

961	The Contractor shall provide the capability to place a Case on hold pending a specific occurrence, or to enter a date when the Case shall be presented again to be worked.
962	Require Authorized Users to insert a minimum amount of data depending on the type of Case (Configurable) into a pre-defined number of fields before a Case can be closed. Each type of Case may have different minimum data requirements.
963	Require Authorized Users to insert a minimum amount of data depending on the type of Case into a pre-defined number of fields (Configurable) before a Case can be placed on hold. Each type of Case may have different minimum data requirements.
964	The Contractor shall provide the capability for notes (free text narrative) to be provided at key points in the Case creation process enabling the Authorized User to elaborate on important points.
965	Automatically initiate and send correspondence to the customer informing them of the creation of the Case, the Case number and other information depending on the type of Case (Configurable).
966	The Contractor shall provide an automated correspondence capability whereby the customer can be kept informed of Case progress/status, from opening through closure, depending on the type of Case. Such capability shall be Configurable such that certain Case progress/status changes would not generate a customer communication.
967	The Contractor shall provide the capability for multiple Authorized Users to access Cases at the same time with one Authorized User having the ability to modify the Case and others having read only access. The identity of the individual working the Case shall be presented to the Authorized Users with read-only access.
968	The Contractor shall associate the completion of the activities required to resolve the Case to the Case such that BOS can automatically close the Case once the required activities have been completed. For example, if a customer disputes a Violation Notice because the vehicle was stolen, the Case would require a document (police report) and once the document was verified and the disputed accepted by the CSR, the BOS would record the successful dispute, close the Violation Notice with the appropriate transaction disposition codes and issue a Notification to the customer all based on the CSR's determination that the dispute was accepted.
969	The Contractor shall provide the capability to automatically provide written responses (Notifications) to the customer based on the disposition code for each Case type.

1.8.2. Case Assignment and Tracking

Depending on the Case type, the BOS shall assign the Case to the appropriate queue. The BOS shall use the default priority for the Case type and any user input that prioritizes the Case.

970	Place open Cases in the appropriate Case type queue such that Authorized Users may access their assigned queue, review and take action on each Case.
971	The Contractor shall provide the capability for the Case type queues to automatically display oldest Cases first for action.

972	The Contractor shall provide the capability for the Case type queues to automatically display highest priority Cases first for action.
973	The Contractor shall provide the capability for multiple sorting criteria for the Case type queues, for example sort first by oldest Cases and then sort by priority.
974	The Contractor shall provide the capability for closed Cases to be re-opened when required.
975	The Contractor shall provide the capability for a Case to be worked by the same Authorized User who opened the Case or by another Authorized User.
976	The Contractor shall provide the capability to automatically assign Cases to Case work queues accessed by departments or workgroups.
977	The Contractor shall provide the capability to manually re-assign open Cases.
978	The Contractor shall provide the capability to automatically re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is deactivated from the BOS.
979	The Contractor shall provide the capability to automatically temporarily re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is temporarily not performing work (for example, the Authorized User is on vacation).
980	Ensure at no time that an active Case does not remain in a queue with no Authorized User assigned to that queue.
981	The Contractor shall provide the capability for Authorized Users to see all pending Cases with prioritization.
982	The Contractor shall provide Configurable Case assignment rules, for example a Case related to financial issues would be assigned to the finance department.
983	The Contractor shall provide the capability to include a snapshot of any customer information in the primary screen so Authorized Users need not navigate to other screens to find key information. The primary screen shall contain a link to the associated account should the Authorized User want to access the account.
984	The Contractor shall provide the capability to merge Cases when two or more Cases cover the same customer need.
985	The Contractor shall provide the capability to track historical action-type data (out of a predefined range), about each action taken to work the Case, including but not limited to:
	<ul style="list-style-type: none"> • creation;
	<ul style="list-style-type: none"> • closure;
	<ul style="list-style-type: none"> • reopening;
	<ul style="list-style-type: none"> • hand-off (from department or individual);
	<ul style="list-style-type: none"> • placed on hold (establish a “work again date”);

	<ul style="list-style-type: none"> • awaiting action from the Authority;
	<ul style="list-style-type: none"> • awaiting customer action and
	<ul style="list-style-type: none"> • customer satisfaction.
986	The Contractor shall provide the capability to trigger customer satisfaction processes.
987	The Contractor shall provide the capability to link and track an unlimited number of Cases to a single account.
988	The Contractor shall provide the capability to link and unlink Cases to/from accounts regardless of Case status.
989	The Contractor shall provide the capability to associate a Case to one or multiple accounts.
990	The Contractor shall provide the capability to view Cases based on required follow-up action.
991	The Contractor shall provide the capability to track, record and review follow-up activity.
992	The Contractor shall provide the capability for Authorized Users to review the workload (quantity and details of the Cases assigned) of an individual Authorized User.
993	The Contractor shall provide the capability for an Authorized User to review the workload of an entire team or group of Authorized Users.
994	The Contractor shall provide the capability to manually change the status of a Case based on progress made in servicing the Case.
995	The Contractor shall provide the capability to automatically change the status of a Case based on progress made in servicing the Case.
996	The Contractor shall provide the capability for Authorized Users to edit data within a Case, Configurable by Case type.
997	The Contractor shall provide the capability to temporarily group Cases and perform the same action(s) on the group of Cases.
998	Prevent the creation of duplicate Cases when created automatically by the BOS.
999	The Contractor shall provide the capability to notify Authorized Users when the number of assigned Cases for a particular resource is reached (Configurable).
1000	The Contractor shall provide the capability to stop a transaction or group of transactions from progressing further in the status or workflow stages, for example while a dispute Case is being reviewed.
1001	The Contractor shall provide a logical Case workflow via multiple Case screens, which are presented to Authorized Users based on their skill sets and BOS roles.
1002	The Contractor shall provide Case workflow and routing (Configurable).

1003	The Contractor shall provide the capability to assign Cases in multiple ways (Configurable), including but not limited to:
	<ul style="list-style-type: none"> • manual assignment of a Case to a particular Authorized User;
	<ul style="list-style-type: none"> • automatic assignment by customer or account criteria;
	<ul style="list-style-type: none"> • automatic assignment by Case type;
	<ul style="list-style-type: none"> • automatic assignment by status;
	<ul style="list-style-type: none"> • automatic assignment by severity level;
	<ul style="list-style-type: none"> • automatic assignment based on staff availability;
	<ul style="list-style-type: none"> • automatic assignment by role and
	<ul style="list-style-type: none"> • skills database for Authorized Users.
1004	The Contractor shall provide the capability to suggest best Authorized User for a Case according to staff skills.
1005	The Contractor shall provide the capability to send an Operational Alert Notification when a Case has met the reassignment threshold (Configurable).
1006	The Contractor shall provide the capability to send an Operational Alert Notification when an Authorized User has met the specified number of open Cases (Configurable).
1007	The Contractor shall provide the ability to manually re-assign any Case to a new workflow, at any point within that workflow, as new details emerge.
1008	When changes in workflow are made, provide the ability to individually select, or select in bulk, whether current workflow transactions should follow the previous version of the workflow, or the new version of the workflow.

1.8.3. Case Escalation

1009	The Contractor shall provide the capability to send an Operational Alert Notification regarding specific Cases that meet criteria (Configurable), for example, Cases in "open" status that have not been worked on in a specified number of days (Configurable).
1010	The Contractor shall provide the capability to automatically escalate overdue Cases based on rules (Configurable).
1011	The Contractor shall provide the capability to define sets of activities or procedures for specified Case types.
1012	The Contractor shall provide the capability for thresholds to be defined based on rules that initiate events when exceeded.
1013	The Contractor shall provide the capability to automatically escalate Cases defined as representing repeated complaints.

1014	The Contractor shall provide the capability to define activities that require authorization from supervisors.
1015	The Contractor shall provide the capability to notify appropriate operations staff on Cases manually or automatically based on criteria (Configurable).

1.9. Collections and Registration Hold

Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to pre-collections, Collections and/or Registration Hold. Unpaid transactions/trips and fees on Registered accounts that are delinquent may also escalate to collections. The Authority may choose to have the CSC attempt to collect prior to the Violation escalating to collections.

1016	The Contractor shall provide the capability for the CSC to attempt collection prior to a Collections Placement and the Contractor shall support this activity by, including but not limited to:
	<ul style="list-style-type: none"> • electronically provide Skip Tracing information that is automatically linked to the Violation for use by the CSR;
	<ul style="list-style-type: none"> • provide initial collections letter(s) that are automatically populated with the Violation information and Skip Trace address(s);
	<ul style="list-style-type: none"> • allow for the CSR to review and approve letters before sending;
	<ul style="list-style-type: none"> • provide capability for the CSR to add notes about the collection process;
	<ul style="list-style-type: none"> • if not collected after a Configurable period of time, automatically and electronically attach all Skip Trace and collections notes information to the subsequent Collections Placement and
	<ul style="list-style-type: none"> • separately account for CSC collections (as compared to Collections Placements) within the BOS in all applicable accounting, financial and operations reports and searches.
1017	The Contractor shall provide, per the Business Rules, the capability to perform Registered account or Violation escalation, including but not limited to:
	<ul style="list-style-type: none"> • warning of Registration Hold Notification;
	<ul style="list-style-type: none"> • escalate to Tax Intercept;
	<ul style="list-style-type: none"> • pre-collection Notification;
	<ul style="list-style-type: none"> • escalate to Registration Hold and
1018	The Contractor shall provide capability to configure and maintain escalation parameters for each escalation level, including but not limited to:
	<ul style="list-style-type: none"> • the minimum number of delinquent Violations (Configurable) over a period of time to initiate collections activities (Configurable);

	<ul style="list-style-type: none"> prevent escalation to collections/Registration Hold when a certain (configurable) percentage of the Violation has been paid;
	<ul style="list-style-type: none"> prevent escalation to pre-collections, Collections and/orRegistration Hold when a certain (configurable) amount of the Violation has been paid;
	<ul style="list-style-type: none"> the account balance thresholds to prevent escalation;
	<ul style="list-style-type: none"> number of days payment on payment plan is delinquent and
	<ul style="list-style-type: none"> number of days from issuance of Investigative Review or Administrative Review Letter.

1.9.1. Collection Agencies

This process covers the assignment of past due amounts on delinquent accounts, and delinquent Violations to the Contractor-provided Collection Agencies. The Contractor shall provide two (2) separate, qualified Collection Agencies to perform debt collection services. These Collection Agencies shall be performing debt collection services and civil judgement processing on a non-exclusive basis. No assurance or guarantee is made to the selected Contractors regarding the number of accounts placed, the dollar amounts of those accounts, or the percentage of accounts placed.

1019	The Contractor shall contract with two (2) separate Collection Agencies.
1020	The Contractor-selected Collection Agencies shall have previous experience collecting toll debt.
1021	The Contractor shall work with the Authority in determining the volumes and types of Collections Placements assigned to each Collection Agency, which may result in shared placements or all placements being assigned to one (1) of the Collection Agencies.
1022	The Contractor shall select Collection Agencies whose compensation is based on a percentage of the amount collected.
1023	The Contractor-selected Collection Agencies shall not dismiss the Authority's debt unless explicit approval has been provided by the Authority.
1024	The Contractor-selected Collection Agencies shall allow the Authority to recall debt at no cost to the Authority.
1025	The Contractor-selected Collection Agencies shall not charge any fees for allowing the Authority's debtors to pay using any payment method.
1026	For uncollected debt, the Contractor-selected Collection Agencies shall process Civil Judgments on behalf of the Authority. The processing of Civil Judgments shall comply with all California statutes and legal processes and the Collections Agencies' attorneys shall be properly licensed. The processing of civil judgements by the Collections Agencies shall be at the discretion of the Authority. The Authority may choose not to use the Collections Agencies for processing of civil judgements.
1027	The Contractor-selected Collection Agencies shall submit their reporting for approval by the Authority.

1.9.2. Collection Placement and Management

The process of assigning unpaid tolls, fees and penalties to the Collection Agency is called a Collections Placement.

1028	The Contractor shall provide a Collection Agency for Authority’s approval and place eligible transactions in Collections based on Business Rules.
1029	The Contractor shall provide the capability to identify accounts and delinquent Violations that are eligible for the collection process based upon criteria (Configurable), including but not limited to:
	<ul style="list-style-type: none"> • age of debt at account level or individual transaction level;
	<ul style="list-style-type: none"> • Flags on the account;
	<ul style="list-style-type: none"> • hold status, for example, disputed;
	<ul style="list-style-type: none"> • open Cases related debt;
	<ul style="list-style-type: none"> • grace period;
	<ul style="list-style-type: none"> • total amount owed;
	<ul style="list-style-type: none"> • number of delinquent Violation Notices or transactions/trips;
	<ul style="list-style-type: none"> • amount owed;
	<ul style="list-style-type: none"> • whether customer is in-state or out-of-state;
	<ul style="list-style-type: none"> • account type and
<ul style="list-style-type: none"> • account status. 	
1030	The Contractor shall provide the capability to create a Collections Placement for accounts and delinquent Violations eligible for Collections.
1031	The Contractor shall provide the capability to place a flag on an account that has met the criteria for Collection Placement but has not been placed and an account placed with one of the Collection Agencies.
1032	The Contractor shall provide the capability to assess a collections fee (for example, add a fee to the balance due) for each Collections Placement eligible for Collections.
1033	The Contractor shall provide the capability to transmit the Collections Placement to the Collection Agencies for those accounts and delinquent Violation Notice that are eligible and Approved for collection.
1034	The Contractor shall provide the capability to utilize multiple Collections Agencies and to place eligible transactions in Collections based on Configurable criteria, including but not limited to:

	<ul style="list-style-type: none"> percentages based on both volume and dollar amount, for example, 60 percent to Collection Agency 1 and 40 percent to Collection Agency 2;
	<ul style="list-style-type: none"> past due amount on the account eligible for collection;
	<ul style="list-style-type: none"> prior placements (by customer name, account number, License Plate number and Jurisdiction);
	<ul style="list-style-type: none"> account type;
	<ul style="list-style-type: none"> specified frequency;
	<ul style="list-style-type: none"> ZIP code and
	<ul style="list-style-type: none"> ROV Jurisdiction.
1035	Provide the capability to automatically assign new transactions that reach the Collections status or workflow stage to the same Collection Agency that any previous transactions on that account have been assigned (for example, all transactions for a given account will always be assigned to the same Collection Agency).
1036	The Contractor shall provide auditable functionality through the two-way electronic Interface for the Collection Agencies to transmit data to the BOS and for the BOS to transmit data to the Collection Agencies for accounts and Violation Notices assigned to the Collection Agencies, including but not limited to: <ul style="list-style-type: none"> updates to demographic information, such as address updates obtained through Skip Tracing; payments received by the BOS and each Collection Agency (full and partial) and adjustments and reversals of those payments; reversals and adjustments made on the Collections Placement; fees on the Collections Placement such as returned payment fee; suspension of Collections activities due to dispute or Administrative Review; various status changes due to Civil Judgments; suspension of Collections activities or cancellation of the Collections Placement due to bankruptcy; resolution of the Collections Placement at the transaction level; cancellation of the Collections Placement due to recall by the Authority or expiry of the collection period for that Collections Placement and Write offs and reason codes.
1037	The Contractor shall provide the capability to recall a Collections Placement/individual Violation Notices/transactions based on Business Rules and request.

1038	The Contractor shall provide the capability to automatically display a Flag on account screens with the appropriate Collection Agency ID and date the Collections Placement was sent to the Collection Agency and remove the Flag when an account is no longer in collection.
1039	The Contractor shall provide the capability to associate with the account all correspondence transmitted to the customer/violator from the Collection Agency.
1040	The Contractor shall provide the capability to update the address source on accounts and Violation Notices when new address information is received from one of the Collection Agencies.
1041	The Contractor shall provide the capability to automatically reassign delinquent Violations/transactions to Collections any time a payment used to pay delinquent Violations/transactions in Collections is reversed in the BOS or by one of the Collection Agencies (for example, when a customer makes a payment and that payment is returned by the bank, the receipt of the payment reversal in the BOS shall automatically reassign those delinquent Violations/transactions to the applicable Collection Agency).
1042	The Contractor shall provide the capability to obtain status of all activities and venues pursued by each of the Collection Agencies to collect on the Authority's debt.
1043	The Contractor shall provide the capability to receive payment reconciliation files at intervals (Configurable) from the Collection Agencies for all Collections Placement payments during the period. The reconciliation file shall provide detailed data that reconciles the payments and the Collections fee, if applicable.
1044	The Contractor shall provide the capability to receive Collections Placement balance files, at intervals (Configurable), in order for the BOS to compare to account and Violation Notice balances for auditing purposes.
1045	The Contractor shall provide the capability to generate an Operational Alert Notification when a Collections Placement balance file is received and the results of the processing of the balance file (for example, the file is in balance or it is out of balance).
1046	The Contractor shall provide the capability to compare the balances from each of the Collection Agencies to the balances in the BOS and display the accounts and/or transactions that do not balance.
1047	The Contractor shall provide an aging of all files on Collection Placement.
1048	The Contractor shall provide a report showing the historical records for Collection Placement including but not limited to: <ul style="list-style-type: none"> • number of files sent for Collection Placement (historically); • details of accounts written off and the reason; • details of amounts collected, stage collected and amount of reductions if any; • details of accounts actively in Collection Placement and the current collection stage; • details of accounts on payment plan;

	<ul style="list-style-type: none"> • details of accounts with Civil Judgments;
	<ul style="list-style-type: none"> • details of amounts collected and collection fees paid or due to the Collection Agencies, and
	<ul style="list-style-type: none"> • the above historical information for each individual Collection Agency.
1049	The Contractor shall provide the capability to receive Skip Tracing from the Collection Agencies for the Contractor to mail a pre-collection notice.

1.9.3. Collection Agency System Access (Phase II)

In addition to the electronic Interface between the BOS and the Collection Agencies, the Contractor shall provide the Collection Agencies with role-based, secure access to the BOS to access information about debt which has been placed in Collections allowing them to research customer issues. The BOS shall allow for limited entries to be made such as managing a Case (initiating, updating or closing it) or updating with customer contact events such as phone calls and emails sent or received.

1050	The Contractor shall provide a secure role-based access for the Collection Agencies to access the BOS to research customer issues as described within these Requirements.
1051	The Contractor shall provide unique sign-on credentials for each Authorized User (Collection Agency Staff) and only allow them to access debts which have been placed with their Collection Agency.
1052	<p>The Contractor shall provide auditable functionality that allows each Authorized User (Collection Agency Staff) to view, enter and edit data in the BOS for accounts and Violations with debt placed with their Collection Agency, including but not limited to:</p> <ul style="list-style-type: none"> • viewing the account • Viewing associated images; • initiating a Case; • reviewing the status of a Case; • updating a Case; • closing a Case (based on permissions) and • updating customer contact history.

1.9.4. License Plate Registration Hold and Hold Release

When delinquent Violation Notices are past due, a Registration Hold can be placed on the license plate if it meets the conditions for Registration Hold. When the past due amount is brought to a threshold or amount (Configurable) (for example, when the balance is paid or the delinquent Violations are reversed), the Registration Hold may be released. The California DMV supports an electronic Interface for initiating Registration Holds and Registration Hold releases. In the event agreements are entered into with other Jurisdictions or responsible entities, the BOS shall support the Registration Hold/Registration Hold release process with these responsible entities.

1053	The Contractor shall provide the capability to Interface with the Jurisdictions that support license plate Registration Holds/Registration Hold releases or vehicle registration suspension.
1054	The Contractor shall provide the capability to apply and receive authorization from the DMV to act as OCTA's processor of record.
1055	<p>The Contractor shall provide the capability to set and maintain the eligibility parameters for the license plate Registration Hold process based upon criteria (Configurable), including but not limited to any combination of:</p> <ul style="list-style-type: none"> • plate Jurisdiction and Plate Type; • account type; • Flags on the account; • escalation status; • past due toll amount; • past due fee amount; • past due penalty amount; • days past due; • vehicle registration renewal date; • an open Investigative Review or Administrative Hearing; • payment plan status; • length of time since the last escalation was done (Configurable); • number of pre-existing vehicle Registration Holds on a license plate; • Plate Type (temporary plate, permanent plate) and • Vehicle Identification Number.
1056	The Contractor shall provide the capability to automatically request a Registration Hold if the eligibility criteria (Configurable) are met, for example, if license plate has one delinquent Violation that is past due.
1057	The Contractor shall provide the capability to check the vehicle registration renewal date and update the existing ROV information in the BOS.
1058	The Contractor shall provide the capability to place Registration Holds a number of days (Configurable) before or after the license plate renewal date. The BOS shall place the maximum number of Registration Holds per license plate if the license plate has delinquent Violations.

1059	The Contractor shall provide the capability to round down the Violation amount owed to a whole dollar being sent to the DMV for each Violation for which a Registration Hold is being placed.
1060	The Contractor shall provide the capability to automatically create and exchange Registration Hold and release files with the responsible entities.
1061	The Contractor shall provide the capability in the event of a failure to re-try the Registration Hold and release request based on the type of error.
1062	The Contractor shall provide the capability to automatically release the Registration Hold if resolved and/or paid.
1063	The Contractor shall provide the capability to automatically re-request the Registration Hold if a payment that was received resulted in the release of Registration Hold and then the payment is subsequently reversed (for example, if a check is returned or if a chargeback is received).
1064	The Contractor shall provide the capability to accept and process payments records for Violations from the DMV and waive partial amounts remaining on the Violation Notice(s).
1065	The Contractor shall provide the capability to delay the Registration Hold release by a number of days past the payment date (Configurable) by payment type. For example, if the payment was made by check the BOS should delay the Release by seven days.
1066	The Contractor shall provide the capability for Authorized Users to manually initiate the release of a Registration Hold without resolution of past due amounts.
1067	The Contractor shall provide the capability to display Registration Hold and release status on the account including the date of request and status.
1068	The Contractor shall provide the capability for Registration Hold statuses (statuses that Registration Holds go through), including but not limited to: <ul style="list-style-type: none"> • Registration Hold pending; • Registration Hold sent to DMV; • Registration Hold Approved by DMV; • Registration Hold rejected by DMV; • Registration Hold not placed due to error; • Registration Hold release pending; • Registration Hold released by DMV; • Registration Hold released by BOS and • Registration Hold not released due to error.
1069	The Contractor shall provide the capability to automatically display Flags on all account screens based upon current Registration Hold status.

1070	The Contractor shall provide the capability, in the Registration Hold history, to accommodate multiple dates and reject reasons for multiple delinquent amounts and potentially multiple plate numbers.
1071	The Contractor shall provide the capability for Authorized Users to manually place and release Registration Holds and automatically update the BOS with the proper status obtained from the DMV.
1072	The Contractor shall provide the capability to add a DMV hold fee to each transaction successfully placed on hold
1073	The Contractor shall provide the capability to create a payable to DMV for the fee owed to the DMV until the fee is paid through the reduction of the DMV payment file.
1074	The Contractor shall provide the capability to establish a link between a temporary plate and the coordinating permanent plate to allow for hold to be placed on the temporary plate after the issuance of the permanent plate
1075	The Contractor shall provide the capability to perform a review of all accounts prior to sending them for DMV hold.
1076	The Contractor shall provide the capability to reconcile Violations marked as on hold in the BOS with the DMV report.
1077	The Contractor shall provide the capability to prepare a written DMV abstract of hold release for the customer.
1078	The Contractor shall provide the capability to Post the monthly DMV payment to the respective Violations-writing off any remaining cents, recording the source of payment as the DMV, and relieving the DMV Payable for the hold fee
1079	The Contractor shall provide the capability to analyze DMV hold rejects and work with the DMV to resolve any issues to maximize the hold success rate.

1.9.5. Customer-Initiated Reviews

Customers may contest a Violation(s) by initiating an Investigative Review of the Violation(s). If customer disagrees with the decision, the customer may seek an Administrative Review Hearing and ultimately appeal to Superior Court.

1080	The Contractor shall provide the capability to receive Investigative Review requests, including documents uploaded from the Self-Service Website.
1081	The Contractor shall provide the capability track Investigative Reviews through their completion
1082	The Contractor shall provide agreed upon Investigative Review reduction or dismissal codes that are applied to each Violation contained in the review in an efficient manner.

1083	The Contractor shall provide the capability for an Authorized User to select from a list of reduction or dismissal codes that has a corresponding trip/image processing and financial action, if applicable, generate the appropriate correspondence to the customer or violator stating the results of the review and issue any refunds that may be due (for example, if it is determined the license plate was misread and the Violation was issued to the wrong person, the CSR shall select a code "image error" which will automatically do the following: 1) dismiss the Violation assigned the person who requested the review 2) send the images back for image processing 3) generate a letter to the customer dismissing the Violation 4) refund any payments made).
1084	The Contractor shall provide the capability for an Authorized User to select from a list of codes for outcomes that do not result in the reduction or dismissal of the Violation(s) and automatically generates the appropriate correspondence to the customer stating the result of the Investigative Review, reason for non-dismissal, and processes the associated images and trip(s) accordingly.
1085	The Contractor shall provide the capability to provide a written response to every Investigative Review which includes the reasoning behind the resulting decision. The response letters shall be tied to the Violation dismissal codes so they automatically generate when dismissal action is taken
1086	The Contractor shall provide the capability to receive Administrative Review Hearing requests by mail, phone, in-person or online. If by phone, the account shall be marked for Administrative Review Hearing and a means for providing a written statement from the customer provided.
1087	The Contractor shall provide the capability to determine, receive and process the required amount due prior for an Administrative Review Hearing as well as, calculating eligibility for financial hardship exceptions and reduced amounts.
1088	The Contractor shall provide the capability to schedule the Administrative Review Hearings with the customer and Administrative Hearing Officer within the required timeframes and according to the Business Rules.
1089	The Contractor shall provide an Administrative Hearing Officer who meets the requirements in the California Vehicle Code and Authority.
1090	The Contractor shall provide a second review of all Violations for which an Administrative Review Hearing is requested to ensure the Investigative Review was performed accurately and correct any errors or work with the customer to resolve any extenuating circumstances.
1091	The Contractor shall provide a summary of each Case where and Administrative Review Hearing is requested for Authority review within a week of the Administrative Review Hearing request. The Contractor will work the Authority to resolve Cases if needed.
1092	The Contractor shall provide the Configurable capability to define the data set that goes into the Evidence Package, including but not limited to:
	<ul style="list-style-type: none"> • summary sheet;
	<ul style="list-style-type: none"> • BOS and manual notes recorded on the account;

	<ul style="list-style-type: none"> • Cases created for the account;
	<ul style="list-style-type: none"> • transponder status change history;
	<ul style="list-style-type: none"> • each Violation Notice and other Notifications;
	<ul style="list-style-type: none"> • customer correspondence;
	<ul style="list-style-type: none"> • customer contacts;
	<ul style="list-style-type: none"> • DMV or ROV source records or Rental Agreements;
	<ul style="list-style-type: none"> • lane health check report from the ETTM System at the time of the transaction;
	<ul style="list-style-type: none"> • Registered account information if applicable;
	<ul style="list-style-type: none"> • history of non-payment;
	<ul style="list-style-type: none"> • images and
	<ul style="list-style-type: none"> • Recordings of phone calls or scripts of recorded phone calls.
1093	The Contractor shall provide the capability to create the Evidence Package a number of days (Configurable) before the date of the Administrative Review Hearing and print or upload the package to the location specified.
1094	The Contractor shall provide the capability to track information related to the outcomes of Investigative Reviews and Administrative Review Hearings
1095	The Contractor shall provide the capability to offer, establish and manage payment plans for customers who cannot pay the balance due in full.
1096	The Contractor shall provide the capability to provide Investigative Reviews by phone and chat for first contact resolution.
1097	The Contractor shall provide the capability to provide historical data by specified time period for Investigative Reviews and Administrative Review Hearings including but not limited to:
	<ul style="list-style-type: none"> • # requested;
	<ul style="list-style-type: none"> • # closed;
	<ul style="list-style-type: none"> • Resolution by type;
	<ul style="list-style-type: none"> • # outstanding;
	<ul style="list-style-type: none"> • age of outstanding and
	<ul style="list-style-type: none"> • scheduled hearings by date.

1.9.6. System-Generated Evidence Package

1098	<p>The Contractor shall provide the capability to create an Evidence Package containing all information related to the applicable account, violator and Violation Notices, including but not limited to:</p> <ul style="list-style-type: none"> • detailed toll transaction data associated with Violation Notices; • all Violation Notices and Notifications sent to violator; • all correspondence received from violator; • images related to Violations; • all notes related to account, violator and/or Violation Notices and • any other related Unregistered account activity.
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1.10. Customer Satisfaction Survey

The Contractor shall select and provide a Customer Satisfaction Survey Provider Subcontractor to survey customers regarding their experience with the CSC. The BOS will provide the necessary information regarding all customer contacts to the Customer Satisfaction Survey Provider Subcontractor to enable them to survey customers using automated survey tools.

The Contractor shall survey customers through the Services of the Customer Satisfaction Survey Provider Subcontractor. Customer surveys shall be performed through electronic means such as email, through a phone survey, text, via the website or a combination thereof. A survey tool shall be provided which will allow for the creation and Maintenance of a variety of different survey templates. Different survey templates may be selected based on contact channel, individual CSR or account type.

1099	The Contractor shall provide the capability to perform customer surveys through the Customer Satisfaction Survey Provider Subcontractor.
1100	The Contractor shall offer the Survey opportunity to every customer each time they contact the CSC or as requested by the Authority.
1101	<p>The Contractor shall provide information to the Customer Satisfaction Service Provider Subcontractor, which includes but is not limited to:</p> <ul style="list-style-type: none"> • customer name; • contact channel (such as email, phone or walk-in); • customer email address and • CSR name, in the case of customers calling in or chat. clarify for those interactions with CSRs (or other staff).
1102	The Contractor shall provide the capability to track customer contact by contact channel, including but not limited to:

	<ul style="list-style-type: none"> • phone (IVR only, e.g., the customer resolves their issue with the IVR);
	<ul style="list-style-type: none"> • phone (IVR then CSR, e.g., customer contact which started in the IVR and after attempting action, the customer asked to speak with a CSR);
	<ul style="list-style-type: none"> • phone (CSR only, e.g., the customer immediately requested to speak to a CSR);
	<ul style="list-style-type: none"> • chat (CSR only);
	<ul style="list-style-type: none"> • email;
	<ul style="list-style-type: none"> • text;
	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional) and
	<ul style="list-style-type: none"> • walk-in.
1103	The Contractor shall, on each survey, ask if the customer would like to be contacted regarding any unresolved concerns.
1104	The Contractor shall provide customer survey capabilities with a combination of features, including but not limited to: <ul style="list-style-type: none"> • real-time reporting of survey results to the Authority; • real-time Configurable Alerts to the Authority on certain parameters, such as a low survey score (for example, send an Alert each time a customer provides a rating of two or below on any individual question or the survey as a whole) or key word (for example, each time a customer uses certain profane or threatening words); • real-time dashboard-style feedback for Authorized Users (such as a Web interface for CSRs to view survey results for their own calls and scoring, in comparison with their peers) and • survey scoring.
1105	The Contractor shall provide reporting functionality for customer contact data to be provided to the Customer Satisfaction Survey Provider Subcontractor, including but not limited to: <ul style="list-style-type: none"> • date; • account type; • CSR and • contact channel.

1.11. Transponder Inventory

The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, manages the sale and return of transponders to customers, identifies and

manages the transponder recall program, and tracks and manages transponder warranty. Inventory levels are required to be monitored regularly by the Contractor and communicated to the Authority to ensure no disruption in transponder availability.

1.11.1. Inventory Definition and Tracking

The BOS shall keep track of transponders from initial order through final disposal or return to manufacturer.

1106	The Contractor shall provide the capability to validate transponder serial numbers when they are entered into inventory, against the ranges that already exist to ensure that there are no duplicates. This validation shall include the CTOC-issued Facility Code IDs or any corresponding ranges in the future such as ISO 18000-6C and or national Interoperability.
1107	The Contractor shall provide the capability to search the history of a specific transponder entered in the BOS and provide the history of the transponder including account assignment and transactions.
1108	The Contractor shall support the performance of a quarterly physical inventory and monthly reconciliation of transponders.
1109	The Contractor shall provide the capability for an Authorized User to program transponders (for example, reprogram a 2-axle vehicle transponder to a motorcycle transponder).
1110	The Contractor shall provide the capability to manage any number of transponder types, including but not limited to:
	<ul style="list-style-type: none"> • hard-case transponders;
	<ul style="list-style-type: none"> • sticker transponders;
	<ul style="list-style-type: none"> • 6c switchable transponders;
	<ul style="list-style-type: none"> • headlight-mount transponder and
1111	The Contractor shall provide the capability to enter global transponder inventory item attributes, including but not limited to:
	<ul style="list-style-type: none"> • transponder description;
	<ul style="list-style-type: none"> • transponder type;
	<ul style="list-style-type: none"> • model number;
	<ul style="list-style-type: none"> • manufacturer;
	<ul style="list-style-type: none"> • lot, case and tray information;
	<ul style="list-style-type: none"> • version of transponder chip technology;

	<ul style="list-style-type: none"> • transponder communication protocol (single or multi) and
	<ul style="list-style-type: none"> • transponder style.
1112	<p>The Contractor shall provide the capability to enter individual transponder inventory item attributes, including but not limited to:</p> <ul style="list-style-type: none"> • model number; • procurement cost; • sales price (Configurable); • purchase price (Configurable); • manufacture date; • date received; • manifest number; • inventory number; • expiration; • date assigned/purchased; • date first used; • location assigned to customer from; • staff/BOS assigned by; • recall date; • replacement; • warranty start date; • warranty period; • swap out date; • end of life date; • purchase order number/statement or invoice number; • agency/facility code; • state code; • transponder ID number; • external barcode number;

	<ul style="list-style-type: none"> • transponder manufacturer’s number;
	<ul style="list-style-type: none"> • transponder class;
	<ul style="list-style-type: none"> • ID number;
	<ul style="list-style-type: none"> • activation code;
	<ul style="list-style-type: none"> • status and
	<ul style="list-style-type: none"> • inventory location.
1113	<p>The Contractor shall provide the capability to enter new transponders into the BOS via several methods, including but not limited to:</p> <ul style="list-style-type: none"> • manually; • file upload and • barcode using a scanner.
1114	<p>The Contractor shall provide the capability to manually upload a file (manifest) with transponder inventory information using an intuitive and user-friendly process with support for multiple data formats. Functionality shall include but not be limited to:</p> <ul style="list-style-type: none"> • a mapping tool which shall enable inventory fields to be mapped to a file; • a browse button to locate the file; • validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented); • validation of file contents including the transponder ID based on valid CTOC issued facility codes and • feedback of successful processing by indicating the number of records updated and unsuccessful updates with reason codes.
1115	<p>The Contractor shall provide the capability to enter transponders in bulk by entering the starting and ending numbers in a range, for example upload inventory by scanning the first transponder’s barcode and the last transponder’s barcode.</p>
1116	<p>The Contractor shall provide the capability to track multiple manufacturer warranties based on manufacturer, transponder type or purchase date.</p>
1117	<p>The Contractor shall provide the capability to track customer warranties based on transponder type or purchase date.</p>
1118	<p>The Contractor shall provide the capability to identify transponders to be sold and their sale price.</p>
1119	<p>The Contractor shall provide the capability to track individual transponders by location at end of day, including but not limited to:</p>

	<ul style="list-style-type: none"> • WIC;
	<ul style="list-style-type: none"> • in transit between customer service locations;
	<ul style="list-style-type: none"> • at one of multiple individual CSRs;
	<ul style="list-style-type: none"> • assigned to an account;
	<ul style="list-style-type: none"> • shipping/receiving locations;
	<ul style="list-style-type: none"> • returned to manufacturer and
	<ul style="list-style-type: none"> • disposed.
1120	The Contractor shall ensure that individual transponders can only be assigned to a single location at any one time.
1121	The Contractor shall provide the capability to restrict transitions among various inventory item locations, for example, transponders in the “assigned to CSR” location cannot go to the “return to manufacturer” location; it can only go to “inventory” location or “account” location.
1122	The Contractor shall provide the capability to assign an inventory status to each individual transponder, including but not limited to:
	<ul style="list-style-type: none"> • on order;
	<ul style="list-style-type: none"> • received;
	<ul style="list-style-type: none"> • tested and ready for issuance;
	<ul style="list-style-type: none"> • active;
	<ul style="list-style-type: none"> • inactive;
	<ul style="list-style-type: none"> • deactivated;
	<ul style="list-style-type: none"> • lost;
	<ul style="list-style-type: none"> • stolen;
	<ul style="list-style-type: none"> • returned;
	<ul style="list-style-type: none"> • awaiting cleaning and testing for reissue;
	<ul style="list-style-type: none"> • disposal;
	<ul style="list-style-type: none"> • damaged;
	<ul style="list-style-type: none"> • defective and
	<ul style="list-style-type: none"> • end-of-life.

1123	The Contractor shall provide the capability to change the status for an individual transponder either manually or automatically.
1124	The Contractor shall provide the capability to set a separate restock threshold for all inventory locations.
1125	The Contractor shall provide the capability to set and maintain the transponder reorder thresholds and ranges for all relevant parameters related to transponder quantity levels and lead-time requirements for replenishment by manufacturer.
1126	The Contractor shall provide the capability to send an Operational Alert Notifications(s) before the transponder reorder (from the manufacturer) thresholds are reached. The Alert level can be a percent (Configurable) or number (Configurable) above the re-order threshold.
1127	The Contractor shall provide the capability to audit the physical inventory at intervals (Configurable) and record the results of the audit.
1128	The Contractor shall provide the capability to test transponders to ensure they are correctly programmed and that the external barcode is correctly correlated to the internal programming.

1.11.2. Transponder Ordering

The Authority will place transponder orders directly with the transponder manufacturer or request that the Contractor place the order directly. Regardless of the method, the creation of the order shall happen within the BOS which allows the purchase order to be recorded, and the order to be tracked, received and loaded into inventory in a manner which reduces manual entry and potential errors. A hard copy document shall be generated and shall be part of an order receiving package to verify receipt and close out the purchase order that was generated by a separate system that is not part of this procurement.

1129	The Contractor shall provide the capability to create transponder orders within the BOS, both for orders placed directly by the Contractor and orders placed directly by the Authority.
1130	The Contractor shall provide the capability to change the status of the order and track the order once the associated purchase order has been placed.
1131	The Contractor shall provide the capability to receive the inventory into the BOS.
1132	The Contractor shall provide the capability to enter information when receiving transponders, including but not limited to:
	<ul style="list-style-type: none"> • verification of delivery of each line item;
	<ul style="list-style-type: none"> • verification of quantities for each line item;
	<ul style="list-style-type: none"> • actual quantity received if it does not match quantity ordered;
	<ul style="list-style-type: none"> • name of person receiving inventory;
	<ul style="list-style-type: none"> • location received;

	<ul style="list-style-type: none"> • date received and
	<ul style="list-style-type: none"> • comments.
1133	The Contractor shall provide the capability to generate a transponder receiving document, including but not limited to:
	<ul style="list-style-type: none"> • items ordered;
	<ul style="list-style-type: none"> • item received;
	<ul style="list-style-type: none"> • quantities ordered;
	<ul style="list-style-type: none"> • quantities received;
	<ul style="list-style-type: none"> • manufacturer or supplier information;
	<ul style="list-style-type: none"> • received by name;
	<ul style="list-style-type: none"> • location received and
	<ul style="list-style-type: none"> • date received.
1134	The Contractor shall provide the capability to make adjustments if the shipment received does not match the original order and track backorders and partial shipments.

1.11.3. Inventory Fulfillment

Transponders are assigned to customers via inventory Fulfillment. Orders can be fulfilled at the same time the order is placed in a WIC. When inventory is ordered online or by phone, the order is fulfilled in the order received.

1135	The Contractor shall provide the capability to create transponder orders either at the time of account creation or when individual requests are initiated subsequent to account creation.
1136	The Contractor shall provide the capability to fulfill transponder orders.
1137	The Contractor shall provide the capability to present transponder Fulfillment requests for Fulfillment in the order received.
1138	The Contractor shall provide the capability to create a transponder sale transaction when inventory order is fulfilled including but not limited to:
	<ul style="list-style-type: none"> • full price sale;
	<ul style="list-style-type: none"> • warranty sale;
	<ul style="list-style-type: none"> • sale at no cost (replacement) and
	<ul style="list-style-type: none"> • discount sale (promos and coupons).
1139	The Contractor shall provide the capability to assign multiple types of transponders to an account and associate the transponder numbers to the account.

1140	The Contractor shall provide the capability to reassign inventory items from one account to another.
1141	The Contractor shall provide the capability to replace an existing individual transponder on an account with a different transponder.
1142	The Contractor shall provide the capability to issue individual transponders to customers via mail and at WICs.
1143	The Contractor shall provide the capability to distinguish orders for first time customers separate from existing customers in case additional literature is to be included with the order for new or existing customers only (such as a welcome package).
1144	The Contractor shall provide the capability for transponders delivered by USPS to be activated 24 hours after shipment.
1145	The Contractor shall provide the capability to automatically recognize vehicles with metal oxide windshields by use of a list the Contractor maintains and automatically issue an exterior tag at time of account opening, vehicle addition or transponder request.
1146	The Contractor shall provide the capability to automatically recognize motorcycles by their license plate configuration or information provided by the customer and issue them an exterior transponder at the time of account opening, vehicle addition or transponder request.
1147	The Contractor shall issue a sticker tag (interior or exterior) for every plate listed on the account unless the customer identifies that the vehicle will only be used on a short-term basis, such as rental cars.
1148	The Contractor shall provide the capability to track customer transponder orders as a single order regardless of the number of items requested. For example, if a customer wants one bumper-mount transponder and two switchable transponders, that order shall be a single customer transponder order.
1149	The Contractor shall provide the capability for transponder orders to be searched, for order(s) that meet specified criteria, which can then be viewed, immediately fulfilled, modified or canceled.
1150	The Contractor shall provide the capability to make modifications to the transponder orders prior to fulfilling them. For example, a CSR may need to change the transponder type because the customer's vehicle requires an externally mounted transponder (bumper mount), or add another transponder to the order based on a customer request.
1151	The Contractor shall provide a single customer Fulfillment receipt detailing the entire order. This receipt shall show the vehicle license plate number(s), type, Jurisdiction, make, model, color, transponder(s) or other inventory item(s) quantities, backordered quantities, sale or lease amounts, payment amount and any associated Account Plan(s), if applicable, for each transponder included in that order.
1152	The Contractor shall provide the capability to generate a mailing label or print directly on the mailing envelope when fulfilling inventory orders by mail.
1153	The Contractor shall provide the capability to batch transponder distribution to improve the efficiency of the order Fulfillment process, including but not limited to:

	<ul style="list-style-type: none"> • identify open transponder orders and assign transponders to the accounts automatically;
	<ul style="list-style-type: none"> • create batches by transponder type and order type (new, replacement or additional);
	<ul style="list-style-type: none"> • transmit data to the mailing services to generate mailing labels by batch;
	<ul style="list-style-type: none"> • print transponder receipts;
	<ul style="list-style-type: none"> • track the mailing of transponders to customers and
	<ul style="list-style-type: none"> • Batch by zip code for the purposes of receiving bulk mailing discounts.
1154	The Contractor shall provide the capability to perform a quality check of the transponder mailing packages before they are mailed to the customers.
1155	The Contractor shall provide the capability for transponder receipts to be provided to the customer when the Fulfillment takes place in person.
1156	The Contractor shall provide the capability to notify the customer that a transponder(s) has been placed in the mail.
1157	The Contractor shall provide the capability to activate transponders when they are assigned to the account or with a Configurable delay in days when mailed.
1158	The Contractor shall provide the capability to return transponders to stock and update the order, if applicable while preserving full traceability. For example, if a transponder comes back in returned mail, the BOS shall retain the history of the account that the transponder was added to and that the transponder came back undeliverable.
1159	The Contractor shall provide the capability to issue more than one transponder type per vehicle.
1160	The Contractor shall provide the capability to ask the customer if they will need a switchable transponder for carpooling.
1161	The Contractor shall provide the capability to provide the amount due for transponders and allow the customer to override the transponder order.
1162	The Contractor shall provide the capability to guide the customer through the transponder type and quantity: sticker for every car, external for problem vehicles and motorcycles, switchable for carpoolers.
1163	The Contractor shall provide the capability to flag a sticker transponder in an eligible CAV after Configurable # of reads of the vehicle with the authorized eligible CAV plate.
1164	The Contractor shall provide the capability to flag a sticker transponder in a disabled plate vehicle after a number of Configurable reads in the vehicle with the authorized plate.
1165	The Contractor shall provide the capability to provide replacement transponders and calculate the amount due, if any, and restart the vehicle to tag association for eligible CAV and other Special Access Plan vehicles according to the Business Rules.

1.11.4. Transponder Inventory Recycling

The Contractor will test returned transponders and return to usable inventory those that meet the Business Rules.

1166	The Contractor shall provide the capability to process returned transponders back into the BOS for reissue when the transponders appears to be in good condition and has not reached the end of its useful life.
1167	The Contractor shall receive and return to inventory and issue the customer a credit according to the Business Rules.
1168	The Contractor shall provide the capability to assign returned transponders identified as being re-issuable to a box for tracking and reissue purposes.

1.11.5. Transponder Testing

Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Equipment required for testing of transponder will be provided by the Authority.

1169	The Contractor shall provide the capability to test transponders using the transponder reader/tester.
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1.11.6. Transponder Warranty Replacement for the Customer

Functionality will be required to support customer warranty returns and replacements.

1170	The Contractor shall develop transponder replacement Business Rules based on the transponder type, account type and age of the transponder.
1171	The Contractor shall provide the capability for a customer to request a replacement transponder by all communication channels and at the WIC.
1172	The Contractor shall provide the capability to create a Case for each replacement request initiated by the customer.
1173	The Contractor shall provide the capability for customers to return their old transponder to a WIC and receive a replacement transponder or credit to their account immediately according to Business Rules.
1174	The Contractor shall provide the capability for customers to return transponders to the Authority and receive a refund of the purchase price if the transponder is defective or unused within a Configurable time period.
1175	The Contractor shall provide the capability to send the customer a self-addressed return envelope to send the old transponder(s) back if the customer contacts the BOS via all communications channels to return a transponder(s).
1176	The Contractor shall provide the capability to send a replacement transponder to the customer upon the receipt of a replacement request.
1177	The Contractor shall provide the capability to track the return of the old transponder and update the account upon the successful receipt of the old transponder.
1178	The Contractor shall provide the capability to generate Alerts if an account has more than a number (Configurable) of replacement claims.

1.11.7. Inventory Warranty and Returns to Manufacturer

1179	The Contractor shall provide the capability to enter, modify and delete transponder manufacturer information, including but not limited to:
	<ul style="list-style-type: none"> • name;
	<ul style="list-style-type: none"> • contact person;
	<ul style="list-style-type: none"> • full address;
	<ul style="list-style-type: none"> • phone numbers;
	<ul style="list-style-type: none"> • rules for returns and
	<ul style="list-style-type: none"> • minimum number of transponders per return shipment.
1180	The Contractor shall provide the capability to create a Return to Manufacturer (RMA) number and associated packing list by manufacturer for each RMA shipment.
1181	The Contractor shall provide the capability for the opening, tracking and closing of RMA shipments by RMA number.
1182	The Contractor shall provide the capability to add or remove specific items from an RMA shipment.
1183	The Contractor shall provide the capability to track warranty payment or replacement transponders due from the manufacturer for returns under warranty.
1184	The Contractor shall provide the capability to pro-rate the warranty period of the returned transponder based on the warranty left on the transponder identified for warranty return.
1185	The Contractor shall provide the capability to accept a spreadsheet that maps old transponders to the new transponders in order to identify the remaining warranty.

1.12. Customer Portals

The Authority will be responsible for the Self-Service Website with exception of the “my account” section, which is the responsibility of the Contractor.

Customers can obtain access to their accounts via customer portals which include the Self-Service Website and the Self-Service Mobile Application (Phase II and optional). These customer portals provide access to real-time account data. The Self-Service Website allows customers to establish accounts, manage their accounts and manage Violations.

1.12.1. Self-Service Website

1186	The Contractor shall have experienced internal resources and/or partners with significant, demonstrable Self-Service Website development expertise in using the latest frameworks, tools, navigation and look and feel to optimize the customer experience.
1187	The Self-Service Website shall have a sophisticated, standards-driven, front-end framework that is device and browser agnostic, and is completely responsive to all mobile devices.

1188	The Contractor’s solution shall facilitate the use of single code bases that can be delivered across platforms and devices and streamline the primary and Regression Testing required when deploying Software updates and Enhancements.
1189	The Contractor shall be responsible for the “my account” portion of the Self-Service Website only. The Contractor shall be responsible for hosting the entire Self-Service Website including Authority controlled content.
1190	The Contractor shall provide the capability for the Authority’s designated users to access and update Authority provided content to static pages in accordance with Approved change management procedures.
1191	The Contractor shall use the header/footer provided by the Authority and the Contractor shall be responsible for formatting header/footer in accordance to the Authority portion of the website, including all further updates, Upgrades and Enhancements to the application.
1192	The Contractor shall provide a secure Self-Service Website in English and Spanish and all external Interface portals, that shall be compatible with the versions most utilized by the public and future version releases of the following browsers, including but not limited to:
	<ul style="list-style-type: none"> • Microsoft Internet Explorer;
	<ul style="list-style-type: none"> • Microsoft Edge Browser;
	<ul style="list-style-type: none"> • Mozilla Firefox;
	<ul style="list-style-type: none"> • Google Chrome;
	<ul style="list-style-type: none"> • Apple Safari;
	<ul style="list-style-type: none"> • any other browser reaching five percent market penetration, as Approved by the Authority and
	<ul style="list-style-type: none"> • smartphone/tablet/mobile browsers.
1193	The Contractor shall provide the capability for customers to perform all actions or get information they might ask of a CSR on the Self-Service Website, with certain exceptions based on following a process requiring a specific user role, interaction with a CSR or due to security concerns.
1194	The Contractor shall provide the capability for customers to view, export and print all statements
1195	The Contractor shall provide capability for a customer to search the website for key words or key phrases.
1196	The Contractor shall provide quick links to most frequently used pages
1197	The Contractor shall provide Web navigation optimized for speed regardless of the Web browser used on the secure Self-Service Website.
1198	The Contractor shall provide the capability to support the expiration of cookies.
1199	Detect and advise users of the Self-Service Website if the browser used is old or not supported.
1200	The Contractor shall provide a Self-Service Website accessible on a range of mobile devices, irrespective of differences in presentation capabilities and access mechanisms, including but not limited to smartphones and tablet computers.

1201	The Contractor shall provide a Self-Service Website that paginates content in various ways corresponding to differences in viewing device characteristics. The navigation structure of the site, and its technical realization shall vary according to the device class being served.
1202	The Contractor shall provide a Self-Service Website that supports the latest versions of mobile operating systems, including but not limited to:
	<ul style="list-style-type: none"> • Apple iOS;
	<ul style="list-style-type: none"> • Android Web operating system;
	<ul style="list-style-type: none"> • Windows Phone operating system and • any other browser reaching five percent market penetration, as Approved by the Authority.
1203	The Contractor shall provide a Self-Service Website that supports the latest versions of mobile browsers, including but not limited to:
	<ul style="list-style-type: none"> • Safari;
	<ul style="list-style-type: none"> • Google Chrome and
	<ul style="list-style-type: none"> • any other browser reaching five percent market penetration, as Approved by the Authority.
1204	The Contractor shall provide Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools that supports all required browsers for the measurement, collection, analysis and reporting of internet data for purposes of understanding and monitoring performance, optimizing website usage, business and market research and to assess and improve the effectiveness of the Self-Service Website. The Web analytics tools shall track all usage on the Self-Service Website including but not limited to:
	<ul style="list-style-type: none"> • number of individual hits by screen;
	<ul style="list-style-type: none"> • number of specific activities performed;
	<ul style="list-style-type: none"> • number of page views;
	<ul style="list-style-type: none"> • number of repeat visitors versus new visitors;
	<ul style="list-style-type: none"> • bounce rate;
	<ul style="list-style-type: none"> • abandonment rate;
	<ul style="list-style-type: none"> • usage reports, for example click-through and navigation reports that monitor efficiency in navigation;
	<ul style="list-style-type: none"> • continual monitoring of total time to load the website;
	<ul style="list-style-type: none"> • continual monitoring of website page load times;
	<ul style="list-style-type: none"> • continual monitoring of individual element load times;
	<ul style="list-style-type: none"> • continual monitoring of login availability and
	<ul style="list-style-type: none"> • continual monitoring of overall application availability.

1205	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools shall be integrated with the PMMS for notification of performance issues.
1206	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) shall provide Configurable real-time reporting for all services monitored and data collected.
1207	The Contractor shall provide a Self-Service Website that supports the addition of sponsored advertisements Approved by the Authority.

1.12.1.1. Account Access and Security

1208	The Contractor shall provide the capability to control the features and capabilities available to customers based on the account type.
1209	The Contractor shall provide the capability for a customer to select a PIN upon account establishment.
1210	The Contractor shall provide the capability for a customer to create a username and password upon account establishment. <ul style="list-style-type: none"> • The web server shall support username and password strength requirements as determined during the Implementation Phase and documented in the Business Rules and • the web server shall support two-factor authentication and provide user configurability to enable or disable.
1211	The Contractor shall provide the capability for a user account session time out after a period of inactivity (Configurable).
1212	The Contractor shall provide the capability for an Authorized User to set, based on user-role, the length of inactivity time before a session time out.
1213	Prevent customers from accessing the BOS after a number of failed login attempts (Configurable) within an amount of time (Configurable) and send an Alert message to the PMMS.
1214	The Contractor shall provide the capability for the BOS to automatically reset the customers' access to the BOS after a Configurable amount of time has elapsed since the last unsuccessful login attempt.
1215	The Contractor shall provide the capability for Authorized Users to reset the customer's access to the BOS after the customer's access has been locked due to unsuccessful log on attempts.
1216	The Contractor shall provide the secure capability, without Authorized User interaction, for customers to gain online access to their existing account(s) when they have forgotten their username and/or password. Data necessary to gain online access shall differ depending on account type.
1217	The Contractor shall provide the capability to upon the first logon require the user to complete up to five (5) security challenge questions and answers for use in future account access.
1218	The Contractor shall provide the capability to reset the PIN.

1219	The Contractor shall provide the capability to reset the password with requirements for password strength and reuse of previous password restrictions.
1220	The Contractor shall provide the capability to change username.
1221	The Contractor shall provide the capability to manage (add/delete/modify) security questions.

1.12.1.2. Account Establishment and Maintenance

1222	<p>The Contractor shall provide an account creation process that logically leads a customer via the Self-Service Website through all of the necessary steps to create an account including, but not limited to:</p> <ul style="list-style-type: none"> • Account type; • Account plan; • Name (primary and secondary); • Contact information (billing and shipping); • Email address; • Vehicle information; • Transponder requests; • Payment information; • Statement and correspondence method of delivery; • Opt-in for various communications (texts, e-blasts, statements, marketing) and • Opt-in for customer survey.
1223	The Contractor shall provide the capability for a customer with an Unregistered account to open a Registered account without having to enter the name, address or vehicle information including the vehicle effective date equal to the first Violation transactions. The customer shall be able to make a single payment for the Violation amount due and the account establishment amount.
1224	The Contractor shall provide on-screen guidance to the customer via the Self-Service Website during the account creation process regarding missing or improperly formatted information. The customer shall not be able to move to the next step until the required information is provided in the appropriate format and the proper action shall be clearly identified.
1225	The Contractor shall provide the capability when opening a new account to automatically identify other account(s) associated with that account name or address and create a Case to allow a CSR to determine whether or not the account is a duplicate.
1226	The Contractor shall provide the capability for the selection of account type and account preferences during the establishment of an account based on anticipated usage and other requirements.
1227	The Contractor shall provide the capability, when adding contact information, to assist the customer by requiring zip code be entered first, then providing a pre-populated city and

	stat. Upon entry of a street address, the BOS should populate options for selection in the USPS standardized address format.
1228	Require that the Authority's terms and conditions and privacy policy are acknowledged and a record of that acknowledgment saved in the BOS prior to establishing an account.
1229	The Contractor shall provide the capability for customers to set and modify preferred communication channels.
1230	The Contractor shall provide the capability for the customer to update all information on their account.
1231	The Contractor shall provide the capability to require a customer to accept revised account terms and conditions and privacy policy upon log in if a change is made to the account terms and conditions or privacy policy.
1232	The Contractor shall provide the capability for electronic email address confirmation during the account creation process. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the account. Upon validation, the BOS shall allow for the account creation process to be completed.
1233	The Contractor shall provide the capability for any subsequent additional email addresses added, to perform the email address validation process prior to finalizing the entry on the account. A message shall be displayed indicating the email address shall not be added until the validation process is complete.
1234	The Contractor shall provide the capability for sending an account summary/profile to the customer upon a successful account creation process. The account summary/profile shall also be provided in a printer-friendly format.
1235	The Contractor shall provide the capability for customers to specify "how did you hear about us?" during the account creation process.
1236	The Contractor shall provide the capability for customers to be asked a series of marketing questions (Configurable).
1237	The Contractor shall provide customers with a running amount due (details and summary) as they proceed through the account set-up process including but not limited to: <ul style="list-style-type: none"> • account fee at time of account establishment; • prepaid balance amount; • transponder cost amount and • Violation amounts.
1238	The Contractor shall provide the capability for a customer to close his/her Registered account.

1.12.1.3. Payment Processing

To provide a customer experience that is intuitive, efficient and meets the needs of a self-service oriented customer, the BOS must provide a well-designed and logical customer self-service payment setup and management process

1239	The Contractor shall provide the capability to determine the payment methods available (Configurable) based on account type.
1240	The Contractor shall provide the capability for the manual replenishment (via existing payment methods on the account) of Registered accounts.
1241	The Contractor shall provide the capability for the customer to set up an automated recurring replenishment via Credit Card and ACH.
1242	The Contractor shall provide the capability for violators to view the images (in compliance with PII requirements) associated with the Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation and make payments or initiate a dispute by entering the pertinent dispute information.
1243	The Contractor shall provide the capability to automatically create a Case and populate it with all pertinent information when a violator disputes a Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation.
1244	The Contractor shall provide the capability for the violator to upload file(s) supporting the dispute and automatically associate those files to the Case.
1245	The Contractor shall provide the capability for violators to make a payment and have it applied towards a specific item on the account or the entire balance due, for example Violation Notices, penalties and fees.
1246	The Contractor shall provide the capability to Configure whether or not to allow partial payments for Violation-related activity.
1247	The Contractor shall provide the capability to allow for the payment of Violations and an account replenishment with one payment.
1248	The Contractor shall provide the capability for a customer to intuitively and efficiently add the violating license plate/vehicle to an account, for which they have login access, and have the BOS verify to the customer that the license plate has been added and the transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot Post to the account or the license plate cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.
1249	The Contractor shall provide the capability, in accordance with the Business Rules, for a customer to intuitively and efficiently establish an account via a “sinner to saint” process offered to violators that meet certain criteria. The BOS shall verify that the account has been created, the license plate/vehicle has been added and transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot Post to the account or the license plate/vehicle cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.
1250	The Contractor shall provide the capability that once a Violation transaction/trip is transferred to an account, all other eligible Violations automatically transfer to the account in Accordance with the Business Rules.
1251	The Contractor shall provide the capability during the Violation payment process to notify Interoperable/CTOC Agency customers of the process and time constraints for updating

	their account to allow for the Posting of the transactions/trips to their account through the Interoperable/CTOC Agency.
1252	The Contractor shall provide the capability to allow for a primary and secondary Credit Card and provide a processing sequence for when to process each or let the customer select via the website for a one-time payment.
1253	The Contractor shall provide the capability for Violation transaction/trip payments using only the license plate number, Plate Type, Jurisdiction and/or other information (Configurable and based on Business Rules) for authentication.
1254	The Contractor shall provide the capability to prevent customers from making payments in excess of a Configurable amount based on account type.
1255	The Contractor shall provide the capability to configure whether or not customers are allowed to make payments to their accounts for amounts in Collections.
1256	The Contractor shall provide the capability to display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to customer being allowed to submit a payment.
1257	The Contractor shall provide a clear summary of charges to be processed and require customer confirmation prior to processing payment.

1.12.1.4. Vehicles, License Plates and Transponders

1258	The Contractor shall provide the capability for customers to request and pay (sale) for new transponders.
1259	The Contractor shall provide the capability for the customer to request a replacement transponder indicating which transponder is being replaced and the BOS should automatically determine the age of the transponder to determine if there is a charge for the replacement according to the Business Rules.
1260	The Contractor shall provide the recommended number and types of transponders in accordance with the customer request and the Business Rules.
1261	The Contractor shall provide the capability to identify vehicles which require an external transponder and Flag them for an external headlamp transponder.
1262	The Contractor shall provide the capability for customers to deactivate a transponder.
1263	The Contractor shall provide the capability to allow for the deactivation of a transponder and reactivation of a transponder.
1264	The Contractor shall provide the capability for customers to add, delete and update a beginning and end date/time for a specific vehicle and license plate at the account level. For example, a customer may wish to add a vehicle on the account for a limited amount of time.
1265	The Contractor shall provide the capability to identify temporary plates and include the expiration date for use in reminding the customer to provide the permanent plate. The temporary plate and permanent plate shall be properly linked with the vehicle and account to facilitate proper System processing and customer service.
1266	The Contractor shall provide the capability for customers to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be

	Configurable. Upon back dating provide the customer with the amount due allowing for a one-time payment for the amount due or payment from the prepaid balance.
1267	The Contractor shall provide the capability for customers to add, delete and manage vehicles.
1268	The Contractor shall provide drop down lists of vehicle makes and models.
1269	The Contractor shall provide the capability to inform the customer at the time of addition if a vehicle plate is active on another account and have them confirm that they want to continue with the addition.
1270	The Contractor shall provide the capability to identify motorcycle vehicle plates using the DMV plate configuration and Flag them for an external headlamp transponder.
1271	The Contractor shall provide the capability to allow the customer to indicate a disabled plate or disabled veteran plate and upload the required supporting documentation and flagging the account for approval by a CSR.
1272	The Contractor shall provide the capability to identify qualified clean air vehicles through the DMV file or customer provided documentation through a document upload and Flag for Clean Air Vehicle validation.
1273	The Contractor shall provide the capability (Configurable) for customers to upload a file with vehicles and associated information, using an intuitive and user-friendly process that supports multiple data formats, for example delimiter-separated data or Excel. Functionality shall include but not be limited to: <ul style="list-style-type: none"> • a browse button to locate the file; • validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented); • on-screen feedback of successful processing by indicating the number of vehicles imported and • send email Notification of successful import.
1274	The Contractor shall provide a downloadable sample vehicle file and data definition document with instructions for each supported format.
1275	The Contractor shall provide detailed instructions regarding the process to upload vehicle information.
1276	The Contractor shall provide the capability to automatically identify account(s) associated with a license plate being added to an account, including but not limited to: <ul style="list-style-type: none"> • violator account with unresolved Violations; • accounts in bad standing; • accounts closed in bad standing; • accounts with debt in Collections; • accounts in bankruptcy and • accounts where the license plate is active on another account.

1277	The Contractor shall provide the capability to either (determined during design) automatically initiate a Case and direct the customer to call the CSC or get a warning and allow the customer to proceed when the license plate they are attempting to add to their account is active on another account, other than a rental car account.
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1.12.1.5. Notifications

1278	The Contractor shall provide the capability for customers to log in, view and print the Notifications associated with their account.
1279	The Contractor shall provide the capability for customers to view and print past account statements or invoices, or to generate an on-demand account statement or invoice (in both PDF or CSV formats), based on selection criteria for all account types.
1280	The Contractor shall provide the capability for violators to view and print Violation Notices including all associated Violation images.
1281	The Contractor shall provide the capability to access Violation Notices, citations and/or collection letters associated with Unregistered accounts and make payments. These documents can be accessed by the violator using the vehicle license plate number and Jurisdiction and the violator account number (or other information to be defined during the Implementation Phase).
1282	The Contractor shall provide the capability upon logging into the account, provide the customer with customized special messages regarding their account such as credit card expired, payment declined, temp plate expired, pay by plates occurring on a specific vehicle.
1283	The Contractor shall provide the capability to display Notifications (Configurable), including but not limited to: <ul style="list-style-type: none"> • allowable Flags related to the account; • transponder in certain status, for example, lost or stolen; • dispute status; • payments and • other information which the Authority wants presented to the customers and other website visitors.

1.12.1.6. Website - Other Functionality

1284	The Contractor shall provide the capability to view transactions history and associated vehicle images for each Image-Based Transaction/Trip. The Contractor shall properly address PII compliance during design.
1285	The Contractor shall provide the capability to initiate disputes.
1286	The Contractor shall provide the capability for a customer to upload a file, including pdf, all Microsoft Excel and Word files, text files, all types of image files and csv files, and have it associated to the account and Case, if applicable. Such uploads shall be structured within a specific process where a category can be assigned and a Case opened for an Authorized User to verify, for example additional evidence for a dispute, or police report for a stolen vehicle.

1287	<p>The Contractor shall provide the capability to limit the types of transactions, screens and activities customers can access via the Self-Service Website based on account type, including but not limited to:</p> <ul style="list-style-type: none"> • account Flags; • account balance; • account status; • based on Security Standards and PII and • based on Business Rules.
1288	<p>The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the Self-Service Website.</p>
1289	<p>The Contractor shall provide the capability for customers to enroll in various Account Plans.</p>
1290	<p>The Contractor shall provide the capability for customers to enter promotion codes on their accounts.</p>
1291	<p>The Contractor shall provide the capability for customers to set “opt in” and “opt out” options for certain Notification types, including but not limited to:</p> <ul style="list-style-type: none"> • statements; • account -related Notifications; • texts; • marketing/newsletters and • customer surveys.
1292	<p>The Contractor shall provide the capability for customers to enter requests or customer feedback and add a feedback category via drop-down menu options.</p>
1293	<p>The Contractor shall provide the capability to open a Case.</p>
1294	<p>The Contractor shall provide the capability to create Cases for customer requests including but not limited to:</p> <ul style="list-style-type: none"> • requests for new accounts; • toll charges to their account; • general customer requests via “contact us”; • inventory requests; • disputes and • request for call back.
1295	<p>The Contractor shall provide the capability to view Case(s) associated with the account.</p>
1296	<p>The Contractor shall provide secure chat capabilities where account holders can exchange messages with an Authorized User.</p>

1297	The Contractor shall provide page(s) for information on hours of operation and locations for WICs.
1298	The Contractor shall provide page(s) for information on hours of operation and phone numbers for the CSC.
1299	The Contractor shall provide page(s) for general information about tolls and toll collection.

1.12.2. Self-Service Mobile Application (Phase II and Optional)

The Contractor shall provide a Self-Service Mobile Application.

1300	The Contractor shall provide a Self-Service Mobile Application specifically designed to operate with smartphones and tablets.
1301	The Contractor shall provide the capability to access the native functionality of the mobile device to provide enhanced account management and payment functionality. For example, access to the camera or to mobile payment options.
1302	The Self-Service Mobile Application shall provide the same functionality and informational pages as the Self-Service Website, including but not limited to:
	<ul style="list-style-type: none"> • all account update functions;
	<ul style="list-style-type: none"> • all account transaction, payment and other history;
	<ul style="list-style-type: none"> • all payment functionality;
	<ul style="list-style-type: none"> • all notification functionality;
	<ul style="list-style-type: none"> • all transponder management functionality;
	<ul style="list-style-type: none"> • informational pages and • other functionality determined during the Implementation Phase.
1303	The Contractor shall provide native mobile application capabilities on the Self-Service Mobile Application, including but not limited to:
	<ul style="list-style-type: none"> • push Notifications and • location-based Services.
1304	The Self-Service Mobile Application shall provide access to the top five (5) United States mobile payment applications, as Approved by the Authority's, that require access to device specific functions.
1305	The Contractor shall provide the capability for processing of all potential payments as well as account replenishment via the implemented mobile payment applications.
1306	The Contractor shall provide a Self-Service Mobile Application that supports the addition of sponsored ads Approved by the Authority.

1.13. Customer Contact Systems

1.13.1. Telephony Systems Requirements

The Contractor is required to provide, operate and maintain the telephony system at all CSC and WIC locations (with the exception of the OCTA Store WIC).

1307	The Contractor shall provide a telephony system including an automated call distributor (ACD) that is fully integrated with the BOS for capable of simultaneously handling inbound/outbound customer calls, all CSC Operations calls and on-site BOS personnel internal calls. The telephony system shall be capable of meeting all current and future capacity Requirements.
1308	The telephony system shall meet all future capacity requirements.
1309	The Contractor shall provide a telephony system meeting the following, including but not limited to: <ul style="list-style-type: none"> • fully integrated with the functional BOS; • fully integrated into the Desktop Environment; • fully integrated into all CSC Operations Facilities and • supports all related functional Requirements contained herein.
1310	The Contractor shall provide a telephony system which is designed to meet the Performance Measures and availability Requirements.
1311	The Contractor shall provide sufficient Session Initiation Protocol (SIP), or equivalent, to support 200 percent of the anticipated call volumes.
1312	The Contractor shall provide a real-time telephony dashboard that allows the Authority and CSC management to monitor the call handling performance.
1313	The Contractor shall provide full integration between the telephony system and the BOS, including but not limited to: <ul style="list-style-type: none"> • association of all customer inbound/outbound calls with the account; • association of detail regarding the customer contact with the account, for example, wrap codes and ad-hoc Authorized User entered information and • the availability, via the BOS application account screens, of all customer contact records.
1314	The Contractor shall provide the capability for the telephony system to be trained to identify key words/phrases and notify an Authorized Users in real-time or upon request.
1315	The Contractor shall provide an integrated CSR quality review functionality such that the reviewer can listen to the call, watch the recorded screen movements and score the call against the Configured criteria.
1316	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the call.
1317	The Contractor shall provide the capability for Authorized Users to add/delete/modify survey questions for an after-call survey.

1318	The Contractor shall provide the capability for the telephony system to provide a survey for the customers after the call.
1319	The Contractor shall provide the capability for Authorized Users to obtain the results of the after-call survey.
1320	The Contractor shall provide the capability to allow a supervisor to monitor or participate in real time the phone conversations between the CSR and the customer and view CSR screen navigations, including but not limited to:
	<ul style="list-style-type: none"> • just listen;
	<ul style="list-style-type: none"> • listen and talk only to CSR (coach) and
	<ul style="list-style-type: none"> • participate in a three-way call with the customer.
1321	The Contractor shall provide the capability for the Authority to remotely and non-intrusively monitor live calls.
1322	The Contractor shall provide the capability for the Authority to remotely review all recorded calls randomly or specifically categorized by, including but not limited to:
	<ul style="list-style-type: none"> • CSR;
	<ul style="list-style-type: none"> • call subject;
	<ul style="list-style-type: none"> • specific customer account;
	<ul style="list-style-type: none"> • call date/time;
	<ul style="list-style-type: none"> • escalation and
1323	The Contractor shall provide the capability for English and Spanish language options.
1324	The Contractor shall provide automated call routing based on customer selections. For example, if the customer selects the Spanish language option and then wishes to pay a Violation Notice, the call is sent to a Spanish-speaking CSR with the ability to accept payments.
1325	The Contractor shall provide automated call distribution, including conditional routing to qualified Authorized Users.
1326	The Contractor shall provide for call routing based on conditions, including but not limited to:
	<ul style="list-style-type: none"> • time of day;
	<ul style="list-style-type: none"> • day of week;
	<ul style="list-style-type: none"> • Holiday schedule;
	<ul style="list-style-type: none"> • planned outage;
	<ul style="list-style-type: none"> • wait times (Configurable) and
	<ul style="list-style-type: none"> • call volumes (Configurable).

1327	<p>The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to call handling, including but not limited to:</p> <ul style="list-style-type: none"> • service levels; • skill levels; • language selection; • phone number and hours of operation for contact center; • locations of WICs; • remote/other call handling locations; • conditional escalations; • prioritization of queues; • call routing rules; • call recording rules; • call wait-time rules; • music on hold selections and • message on hold selections.
1328	The Contractor shall provide the capability to specify and manage service levels.
1329	The Contractor shall provide the capability to notify Authorized Users regarding service level performance.
1330	The Contractor shall provide the capability to automatically move contacts between service groups to meet service levels and key performance indicators.
1331	The Contractor shall provide the capability to prioritize contacts.
1332	The Contractor shall provide the capability to reprioritize contacts in queue.
1333	The Contractor shall provide the capability to restrict outbound calling to only specific users.
1334	The Contractor shall provide the capability to make outbound pre-recorded calls.
1335	The Contractor shall provide the capability to manage outbound call campaigns.
1336	The Contractor shall provide the capability to manually initiate automated outbound calls to accounts that meet specified criteria (for example, initial collections activities based on information provided by the Collections Agencies).
1337	The Contractor shall provide the capability for Authorized Users to be designated for both outbound and inbound calling.
1338	The Contractor shall provide the capability to record and activate new initial messages to be heard by all callers, for example Maintenance messages that the IVR is down or that the CSC is closing early.

1339	The Contractor shall provide the capability for virtual queuing, which allows customers to hang up while still keeping their place in the queue and receive a call a back when it is their turn rather than waiting on hold.
1340	The Contractor shall provide the capability to notify callers of the estimated wait time either on hold or for a call back.
1341	The Contractor shall provide expected wait time messages during the time the customer is on hold.
1342	The Contractor shall provide recorded audio while customers are on hold.
1343	The Contractor shall provide the capability to record messages to be played to on-hold customers.
1344	The Contractor shall provide for the interspersing of music for pre-recorded on-hold messages.
1345	The Contractor shall provide computer telephony integration to the BOS to display the user account, including but not limited to: <ul style="list-style-type: none"> • screen pop based on inbound caller ID; • screen pop based on caller-entered information and • screen pop notifying CSR that customer has successfully authenticated.
1346	The Contractor shall provide the capability for all inbound and outbound calls to be recorded.
1347	The Contractor shall provide the capability to prevent recording, transmitting, or storage of Credit Card information within or through the BOS or OCTA network, for example, for the purpose of tokenization, transfer the warm call to the Merchant Service Provider for payment and once payment is completed transfer back to CSR.
1348	The Contractor shall provide workforce management tools, including but not limited to: <ul style="list-style-type: none"> • forecasting contact volume based upon historical trends; • managing key performance indicators; • dashboard monitoring of key performance indicators; • real-time reports for monitoring key performance indicators and • call recording on demand or automatically.
1349	The Contractor shall provide supervisory management tools, including but not limited to: <ul style="list-style-type: none"> • manage call recording profile by Authorized User; • chat electronically with Authorized Users; • silently monitor calls; • initiate a three-way call; • remove the Authorized User from the call; • access real-time agent performance statistics and

	<ul style="list-style-type: none"> • access real-time group performance statistics.
1350	The Contractor shall provide the capability for Authorized Users (for example Authority staff) to remotely access real-time and historical performance information, including but not limited to:
	<ul style="list-style-type: none"> • overall customer call queue information;
	<ul style="list-style-type: none"> • all wait time and call handling times;
	<ul style="list-style-type: none"> • specific call queue information, for example, information about only the Spanish queue or the dispute queue;
	<ul style="list-style-type: none"> • chat queue information;
	<ul style="list-style-type: none"> • key performance indicators and
	<ul style="list-style-type: none"> • active Authorized Users.

1.13.2. IVR System

The IVR System allows allow customers to perform all actions that they might ask of a CSR with the exception of certain functions that are specific to the role of an Authorized User, for example adding certain Account Plans or changing the name on an account. The IVR must provide all required functions in both English and Spanish.

1351	The Contractor shall provide sufficient IVR processing capacity to support 200 percent of the anticipated call volumes and shall have the capability to provide additional capacity on-demand.
1352	The Contractor shall provide the capability to configure the IVR System, including but not limited to:
	<ul style="list-style-type: none"> • allowable number of failed authorization attempts;
	<ul style="list-style-type: none"> • allowable number of invalid responses and
	<ul style="list-style-type: none"> • allowable idle time.
1353	The Contractor shall provide the capability to view and configure the phone tree in graphical manner.
1354	The Contractor shall allow for custom IVR messages to be immediately recorded and inserted as needed and requested.
1355	The Contractor shall provide the capability for standard messages to be rotated in the IVR as needed or requested.
1356	The Contractor shall provide the capability for an Authorized User to have role-based access to the system to make all types of common IVR changes.
1357	The Contractor shall provide directed dialog natural language speech recognition for all IVR services, recognizing the customers voice for identity verification, option selections, navigation and customer-provided information such as account information, Violation number, plate number, etc., and for customer accessing of account and all other information provided by the IVR.

1358	Support bi-lingual (English and Spanish) interaction, and the Contractor shall provide the Interface that supports bi-lingual options for customer interaction.
1359	Support various modes of operation, including but not limited to: <ul style="list-style-type: none"> • CSC open hours when the IVR and CSR options are available to service the customer; • CSC off-hours when only the IVR is available to service the customer and • conditions where the BOS is not functional, CSC is not open for operations, but the IVR System is operational.
1360	The Contractor shall provide the capability to verify customer identity and authorization prior to transferring the customer to a CSR. The verification authorization process shall be automated to minimize any delays for the customer.
1361	The Contractor shall provide the capability to pop-up the customer account or Violation information on the BOS screen so the CSR has all the pertinent information available prior to the call being received by the CSR.
1362	The Contractor shall provide for the retention of account number, Violation Notice number or other entered information (excluding any Credit Card information) to be made available to the CSR who takes the call should the customer exit the IVR and wish to speak to a CSR.
1363	The Contractor shall provide the capability for the caller to execute multiple options within the same call, for example return to previous menu and repeat prompt options.
1364	The Contractor shall provide English and Spanish speaking customers the ability to respond to the IVR by pressing designated keypad buttons on their phone or saying a response.
1365	The Contractor shall provide a single IVR recording voice talent per supported language and have consistency in voice volume and intonation throughout the Operations and Maintenance Phases.
1366	The Contractor shall provide the capability to fully integrate with the Merchant Service Provider Credit Card information while maintaining compliance with tokenization and PCI DSS Requirements.
1367	The Contractor shall provide the capability for customers to manage their account.
1368	The Contractor shall provide the capability for customers to access the account using the PIN and one other piece of information, including but not limited to: <ul style="list-style-type: none"> • caller ID (ANI); • account number; • license plate number; • transponder number and • Violation Notice number.
1369	The Contractor shall provide the capability to limit the types of transactions and activities customers can access via the IVR based on account types, including but not limited to: <ul style="list-style-type: none"> • account Flags;

	<ul style="list-style-type: none"> • account balance;
	<ul style="list-style-type: none"> • account status;
	<ul style="list-style-type: none"> • Account Plan;
	<ul style="list-style-type: none"> • account type and
	<ul style="list-style-type: none"> • Business Rules.
1370	The Contractor shall provide the capability for customers to add, edit and remove Credit Cards associated with the account.
1371	The Contractor shall provide the capability for customers to make a one-time payment to the account.
1372	The Contractor shall provide the capability for customers to enroll in auto replenishment and configure replenishment information.
1373	The Contractor shall provide the capability for customers to make a payment using an existing payment method on the account without having to re-enter the payment method information.
1374	The Contractor shall provide the capability to accept Credit Card payments via tokenized method.
1375	The Contractor shall provide the capability to prevent customers from making payments in excess of an amount based on account type (Configurable).
1376	The IVR shall not store any of the Credit Card information that is input, including in recordings and logs.
1377	The Contractor shall provide detailed tracking of payments processed via the IVR.
1378	The Contractor shall provide an audio summary for the customer, including payment method details (last specific number of digits on the Credit Card) and amount, and request confirmation prior to allowing the customer to submit a payment.
1379	The Contractor shall provide the capability for customers to make a payment and have it applied toward the account balance or a specific item on the account.
1380	The Contractor shall provide the capability for violators to make a payment and have it applied toward a specific item on the account.
1381	The Contractor shall provide the capability for customers to obtain the last “x” number of toll transactions (Configurable).
1382	The Contractor shall provide the capability for customers to obtain the last “x” number of Financial Transactions (Configurable).
1383	The Contractor shall provide the capability for customers to obtain the balance on the account.
1384	The Contractor shall provide the capability for customers to request statements with the option to select the delivery method.
1385	The Contractor shall provide the capability for customers to add, edit and remove vehicles and license plates from the account.

1386	The Contractor shall provide the capability for customers to order transponders and mounting strips.
1387	The Contractor shall provide the capability for customers to report lost/stolen transponders.
1388	The Contractor shall provide the capability for customers to update the PIN.
1389	The Contractor shall provide the capability for customers to hear Notifications that have been sent.
1390	The Contractor shall provide the capability for customers to receive a confirmation by preferred channel when account updates or payments are made via the IVR.
1391	The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the IVR.
1392	The Contractor shall provide IVR System reports that help determine how the IVR is functioning and its effectiveness, including but not limited to:
	<ul style="list-style-type: none"> • the number of calls routed to the IVR;
	<ul style="list-style-type: none"> • abandon rate;
	<ul style="list-style-type: none"> • account Maintenance activities performed;
	<ul style="list-style-type: none"> • payments processed;
	<ul style="list-style-type: none"> • transaction history accessed;
	<ul style="list-style-type: none"> • customer support requests;
	<ul style="list-style-type: none"> • general information obtained and • the number of calls transferred to a CSR from the IVR.

1.13.3. Email

1393	The Contractor shall provide the capability to service and manage inbound/outbound customer emails.
1394	The Contractor shall acquire new email domains Approved by the Authority for use by the new BOS;
1395	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the email.
1396	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.
1397	The Contractor shall provide the capability to estimate and/or program the response time to a customer's email.
1398	The Contractor shall provide the capability to send e-blast emails to all customers with an email address.
1399	The Contractor shall provide the capability for English and Spanish language options.

1400	The Contractor shall provide automated email distribution, including conditional routing to qualified Authorized Users.
1401	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in email communication.
1402	The Contractor shall provide full integration between the email system and the BOS in association with the account such that emails are able to be viewed from the customer account in BOS.
1403	The Contractor shall provide automated reporting of all email correspondence by subjects (wrap codes) and response times.

1.13.4. Fax

1404	The Contractor shall provide the capability to service and manage inbound/outbound customer faxes.
1405	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the fax.
1406	The Contractor shall provide full integration between the fax system and the BOS in association with the account such that faxes are able to be viewed from the customer account in BOS.
1407	The Contractor shall provide automated reporting of all fax correspondence by subjects (wrap codes) and response times.

1.13.5. Chat

1408	The Contractor shall provide the capability to service and manage inbound customer chat sessions.
1409	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the chat.
1410	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.
1411	The Contractor shall provide the capability to estimate and/or program the response time to a customer's chat request.
1412	The Contractor shall provide the capability to configure the ability to respond to multiple chat sessions concurrently.
1413	The Contractor shall provide the capability to provide a survey for the customers after the chat.
1414	The Contractor shall provide the capability for English and Spanish language options.
1415	The Contractor shall provide the capability for the customer to have a full record of the entire chat session emailed to them.

1416	The Contractor shall provide the capability to record the full chat session.
1417	The Contractor shall provide automated chat request distribution, including conditional routing to qualified Authorized Users.
1418	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in chat sessions.
1419	The Contractor shall provide full integration between the chat system and the BOS in association with the account such that chats are able to be viewed from the customer account in BOS.

1.13.6. Text

1420	The Contractor shall provide the capability to service and manage inbound customer text sessions.
1421	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the text.
1422	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.
1423	The Contractor shall provide the capability to estimate and/or program the response time to a customer's text request.
1424	The Contractor shall provide the capability to provide a survey for the customers after the text.
1425	The Contractor shall provide the capability for English and Spanish language options.
1426	The Contractor shall provide the capability to record the text responses.
1427	The Contractor shall provide automated text distribution, including conditional routing to qualified Authorized Users.
1428	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in text communication.
1429	The Contractor shall provide full integration between the text system and the BOS in association with the account such that text messages are able to be viewed from the customer account in BOS.

1.14. Financial Requirements

These financial Requirements describe the functionality that must be present in the BOS for the Authority to service customers and to record financial activity related to the BOS in its general ledger system.

The Authority use a modified accrual method of accounting and prepare financial statements in accordance with GAAP and GASB using a June 30 Fiscal Year end.

It is important that revenues associated with tolls are presented separately from other revenues (for example, fees and fines) and separated by Toll Facility. The Authority utilizes reports detailing

historical collections to analyze and estimate future revenues from Violations. For this reason, it is important that the reporting enables the Authority to analyze the period in which Violations occurred versus the period in which those Violations were paid.

Prepaid tolls shall be deposited to a Bank Account held by the Authority until such time as an action on the account causes such funds to be depleted. Such actions include but are not limited to: customer incurring tolls on an OCTA Toll Facility; customer incurring tolls on an Interoperable Agency Toll Facility; account incurring a fee; returned check being processed on the user account; customer requesting a refund and customer requesting account closure.

The BOS is the conduit between the Authority and customers; Interoperable Agencies, and Third-Party Service Providers. The Contractor shall reconcile all transactional and financial interactions between the BOS and customers; Interoperable Agencies and Third-Party Service Providers. The Contractor also shall also reconcile all transactional and financial interactions between the BOS and the Authority.

1.14.1. General Financial Requirements

Financial reports shall not change once the Revenue Day is closed. The Revenue Day is typically closed by a semi-automated process once a series of reconciliations is performed to ensure all transactions have been appropriately received and processed. While immaterial variances and discrepancies (for example, if a handful of transactions were not processed) may be corrected after the Revenue Day has been closed, material discrepancies (for example, an entire unprocessed payment or transaction file) must be corrected before the Revenue Day is closed. Once the Revenue Day is closed, any adjustments or corrections to transactions that occurred in that Revenue Day must be made in the current Revenue Day.

The Authority does not intend to use the BOS as its general ledger system, nor does the Authority intend to feed data from the BOS automatically to its general ledger. The Authority intends to use exports and reports from the BOS to record the financial entries into the Authority’s financial system. The BOS must utilize GAAP-compliant methods to record financial activity between the Toll Facilities and the BOS and between the BOS and customers; Interoperable Agencies and Third-Party Service Providers.

1430	The Contractor shall provide an integrated, Configurable, GAAP-compliant accounting Module for all transactions.
1431	The Contractor shall provide for double entry recording of all Financial Transactions.
1432	Separate financial data shall be maintained for each CTOC Agency, each Interoperable Agency, each Collection Agency and each Third-Party Service Provider.
1433	The Contractor shall create automatic journal entries for recording and tracking all transactions and payment events.
1434	The Contractor shall develop a journal entry template for every BOS transaction that impacts revenue, liability balances (for example, Registered or Unregistered accounts) or asset balances (for example, accounts receivable) to be Approved by the Authority.
1435	The Contractor shall provide an audit trail for each transaction, which shall reflect the source of each transaction, all adjustments to the transaction and the current status of the transaction and/or the final disposition of the transaction.

1436	Every payment that resulted in a receivable being marked paid shall be traceable to the receivable(s) it paid.
1437	Every paid receivable shall be traceable to one or more payments that were allocated to its payment.

1.14.2. Transaction Recording

Toll transactions are initiated by an originating Toll Facility through transmission of a transaction/trip from the ETTM System, through a CTOC Interface or through an Interoperable Agency Interface to the BOS and Posted to user accounts or otherwise processed. The Authority is currently Interoperable with all California toll agencies through their participation in CTOC. The Authority intends to become Interoperable with other Interoperable Agencies outside of CTOC during the Term of the Agreement. These transactions also are Posted against the Financial Accounts. These include transactions such as a toll or a fee and the transaction activities that affect them, such as billing a transaction or sending it to collections. All transactions and transaction activities are recorded against Financial Accounts.

1438	Record all BOS activities, including but not limited to:
	• when a new transaction/trip is received from the ETTM System;
	• when an amendment is made to a transaction/trip by the BOS;
	• when an amendment is made to a transaction/trip by a Collection Agency;
	• when a new or amended transaction is received from a CTOC Agency;
	• when a new or amended transaction is received from an Interoperable Agency;
	• when a fee, penalty or any transaction is assessed by the BOS;
	• when a fee, penalty or any transaction is collected;
	• when a fee, penalty or any transaction is waived, voided or otherwise reversed;
	• when a fee, penalty or any transaction is adjusted and
• when there is a change in the status or workflow stage of a fee or penalty or another transaction.	
1439	All entries to the BOS shall consider payable and receivable balances between, including but not limited to:
	• the customer and the BOS;
	• the BOS and the Authority;
	• the BOS and Collection Agency;
	• the BOS and CTOC Agencies;
	• the BOS and Interoperable Agencies and
• the BOS and Third-Party Service Providers.	
1440	The BOS shall provide the capability of recording a payable to or receivable from the Authority, a Collection Agency, a CTOC Agency, an Interoperable Agency, or a Third-Party

	Service Provider simultaneously with the recording of a customer payment against a transaction.
1441	Create all financial entries as individual records, which may be used in combination with other financial entries to make a net effect, but do not allow the original entry to be modified.
1442	Ensure each debit entry to a Financial Account has a corresponding and equal credit amount and each credit entry to a Financial Account has a corresponding and equal debit amount so the Financial Accounts balance at all times.
1443	The Contractor shall provide reports in summary and in detail on the Financial Accounts. BOS reports shall be provided that reconcile to the Financial Accounts.

1.14.2.1. Fee and Penalty Transaction Recording

Fees and penalties are charged to customers at a variety of different escalations in status or workflow stage, including but not limited to:

- when a Notice of Toll Evasion Violation is generated;
- when a Notice of Delinquent Toll Evasion Violation is generated;
- when transactions/trips are accepted for Registration Hold;
- when transactions/trips are sent to Collections and
- when a FasTrak account is sent to Collections.

Fees may also be charged when certain transactions/trips are Posted to an account, including but not limited to returned checks, non-sufficient funds (Credit Cards) chargebacks, failed FasTrak account replenishment, Excessive I-Tolls and for accounts below the Insufficient Balance Threshold.

Fees and penalties can be incurred at the trip level or at the account level.

1.14.3. Customer Transaction Settlement

Customer transaction settlement is the payment of tolls, fees and penalties by the customer. Customer transaction settlement also includes any payment reversals, chargebacks and refunds.

Funds collected from customers and Interoperable facilities are deposited into Bank Account(s) established by the Authority. Payments are issued from these accounts(s) including:

1. Customer Refunds issued by check to customers.
2. Payments are made to Interoperable facilities.
3. Funds are deposited and held in a BOS Bank Account until refunded to customers, paid to Interoperable Agencies or distributed to the Authority.

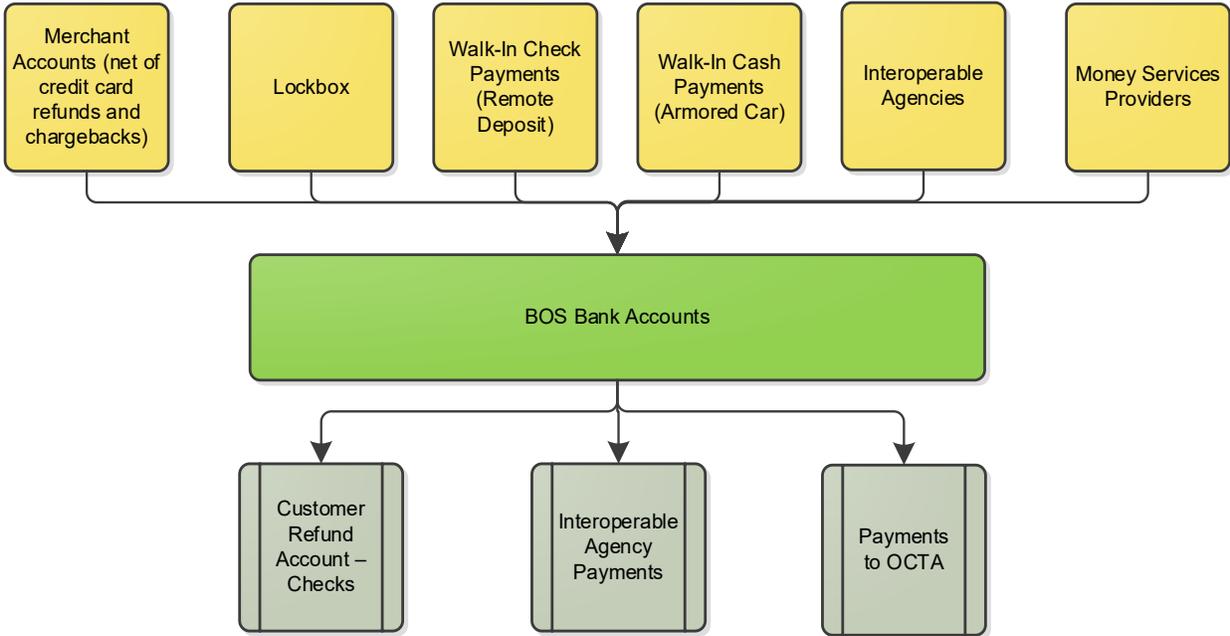


Figure 1-1 Customer Transaction Settlement

1.14.3.1. Customer Payments

Payments and other receipts shall be processed by the BOS in accordance with the following Requirements:

1444	<p>Payments are collected from the following payment sources. The number and names of payment sources shall be Configurable and include but are not limited to:</p> <ul style="list-style-type: none"> • merchant accounts; • DMV; • Collections; • Lockbox (optional); • check payments; • cash payments (processed at WICs); • Interoperable Agencies and • Franchise Tax Board.
1445	<p>The Contractor shall provide the capability to establish deposit accounts within the BOS and map those deposit accounts to BOS Modules, including but not limited to Financial Account, deposit reports and bank reconciliation. For example, deposits to the Lockbox Bank Account (if the Contractor elects to use one) are recorded in the Financial Account associated with the Lockbox Bank Account.</p>

1446	The Contractor shall provide the capability to map deposits by payment source to default Bank Accounts. For example, deposits received from the Merchant Service Provider are mapped in the BOS as received from the Merchant Service Provider and being deposited to the Bank Account to which the Merchant Service Provider makes its deposits.
1447	The Contractor shall provide the capability to capture the bank deposit date and associate it with the payment transaction.
1448	Funds shall be disbursed from the following payment sources. The number of names of payment sources shall be Configurable and include but are not limited to: <ul style="list-style-type: none"> • customer Refund Account; • Interoperable Agency and • Authority remittance account.
1449	The Contractor shall provide the capability to establish disbursement accounts within the BOS and map those disbursement accounts to BOS Modules, including but not limited to Financial Account, disbursement reports and bank reconciliation.
1450	The Contractor shall provide the capability to map disbursements by disbursement type to default disbursement accounts.
1451	Payments shall be applied to account balances on a Configurable basis (default order is automatically assigned by the BOS).
1452	The default Posting order can be manually overridden by Authorized Users.

1.14.3.2. Disbursements

Disbursements will be made to customers for overpayments and refunds and also made to the Authority, CTOC Agencies, Interoperable Agencies, and Third-Party Service Providers.

1453	The BOS shall support the processing of disbursements, including but not limited to: <ul style="list-style-type: none"> • customer refunds; • settlement with the Authority; • settlement with CTOC Agencies; • settlement with Interoperable Agencies, and • settlement with Third-Party Service Providers.
1454	The Contractor shall provide the Configurable capability to automatically identify accounts that are eligible for refund processing and present those refunds for review and approval based on various activities on the account (require review before a refund would be processed), including but not limited to: <ul style="list-style-type: none"> • closing of an account; • unapplied payments (for example, a payment that has been received and deposited but cannot be Posted to an account and needs to be refunded); • overpayment on an account and there are no outstanding Violations or unbilled tolls that need to be paid and

	<ul style="list-style-type: none"> • overpayment of a Violation and there are no other outstanding Violations or toll transactions/trips that need to be paid.
1455	The Contractor shall provide the capability for an optimized and streamlined (minimized number of steps) process for refunds based on the original transaction and confirm such refunds are reflected on the user account history. For example, upon receipt of a customer request to close an account and after the appropriate waiting period has elapsed, an Authorized User shall have the capability to Approve a refund without the need to research and indicate refund method and, in the case of Credit Card refunds, select or input the card number; the BOS shall have the capability to automatically allocate Approved refunds to the correct refund type and card number.
1456	The Contractor shall provide the capability to issue refunds to the payment method that was used to create the credit balance.
1457	The Contractor shall provide the capability to issue electronic refunds (for example, by Credit Card) to the Credit Card used to make the payment, including but not limited to those Credit Card that are not stored on the user account. For example, the BOS can utilize a payment reference number to trace back to a payment method without the need for the BOS to retain the card information.
1458	The Contractor shall provide the capability to issue refunds by check if the account does not provide for an electronic method or if the electronic method is invalid (for example, if the Credit Card is expired).
1459	If required in order to comply with the merchant agreement or any other agreements or regulations, the Contractor shall provide the capability to issue a single refund using more than one payment method. For example, a single refund amount may be issued to multiple Credit Cards and/or by check.
1460	The Contractor shall provide the capability to issue refunds by check for overpayments on, including but not limited to:
	<ul style="list-style-type: none"> • prepaid tolls;
	<ul style="list-style-type: none"> • Violations;
	<ul style="list-style-type: none"> • fees and
	<ul style="list-style-type: none"> • penalties.
1461	The Contractor shall provide the capability to prevent refunds of greater than the amount of the original transaction amount or the prepaid balance, adjusted for overpayments and any prior refunds.
1462	The Contractor shall provide the capability for automated processing of Approved refunds after a Configurable hold period.
1463	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS when eligible refunds are due.
1464	The Contractor shall provide the capability to expedite a refund if the customer requests to have a refund issued before the Configurable hold period has elapsed, for example when a customer is due a refund because a check was cashed for the wrong amount due to CSR error.

1465	The Contractor shall provide the capability to require authorized approvals for refunds. For example, refunds in excess of a Configurable amount or refunds for goodwill credits for which there is no associated payment are routed for approval through Cases.
1466	The Contractor shall provide the capability to track and associate all refunds to the original payment on the account.
1467	The Contractor shall provide the capability to display detailed Credit Card settlement activity for refunds by payment method.
1468	The Contractor shall provide the capability to prevent the automatic issuance of refunds if the account has an outstanding balance due; such refunds require the approval of an Authorized User through Cases.
1469	The Contractor shall provide the capability to send a refund Notification electronically and/or by mail to all customers who are issued a refund.

1.14.3.3. Escheatment (unclaimed property)

The BOS shall allow for comments to be entered in accounts that are eligible for Escheatment and a Flag shall be available to indicate when an account was subjected to Escheatment procedures.

1470	The Contractor shall provide the capability to enter comments and update statuses and Flags to indicate that an account was subjected to Escheatment procedures.
1471	The Contractor shall provide the capability to identify any unclaimed funds as candidates for the Escheatment process.
1472	The Contractor shall provide the capability to identify any unclaimed funds as subjected to the Escheatment process.

1.14.3.4. Write-Off of Unpaid Balances

The BOS shall have the capability of processing Write-Offs at the Authority's discretion. The BOS must accommodate both automatic and manual Write-Off of unpaid balances and Toll Transactions. These Write-Offs will include bulk Write-Offs of a group of transactions which meet Configurable criteria and individual transactions/debts. This process shall be conducted in an efficient and streamlined manner. The BOS shall provide reporting detailing balances subject to Write-Off and the details of the transactions/debts written-off.

1473	The Contractor shall provide the functionality to accept payment on transactions/trips that have been written-off, for example reverse the Write-Off in the amount of the payment and apply the payment.
1474	The Contractor shall provide for Write-Off codes which shall provide the selection of a Write-Off reason for each transaction.
1475	The Contractor shall provide for the Write-Off of individual transactions by Authorized Users.
1476	The Contractor shall provide for the bulk Write-Off of transactions by Authorized Users.

1477	The Contractor shall provide the capability for the BOS to automatically Write-Off transactions/debts based on Business Rules, for example, Write-Off balances after X Configurable days if no action.
1478	The Contractor shall provide for the cessation of status or workflow stage and collection effort following Write-Off.
1479	The Contractor shall provide the capability to require a reason for each Write-Off, for example, debt reduction negotiation or debt older than “x”.
1480	The Contractor shall provide the capability for the BOS or the applicable Authorized User to select the appropriate Write-Off reason.
1481	The Contractor shall provide the capability to search for types of debt and Write-Off the selected group of debts. Types of debts include but at not limited to:
	<ul style="list-style-type: none"> • fees;
	<ul style="list-style-type: none"> • penalties and • tolls.

1.14.4. Reconciliation and Settlement – General Requirements

Balancing and reconciliations are integral to the BOS operation. Therefore, these processes shall be integrated within the BOS.

The Contractor shall provide a BOS capable of handling reconciliations within the BOS, as opposed to on spreadsheets or through other mechanisms outside the BOS. For example, the BOS shall be capable of accepting data from the bank(s) and Merchant Service Provider(s) to reconcile Credit Card deposits within the BOS. Exceptions shall be tracked as Cases within the BOS and reconciliation reports are generated by the BOS. The BOS shall not require that data be exported from the BOS, from the bank(s) and from the Merchant Service Provider(s) to be combined, compared and reconciled in a spreadsheet.

1482	The BOS shall track and reconcile 100 percent of the transactions it receives from the ETTM System.
1483	All BOS transaction reconciliation shall be based on Revenue Day which, for transactions/trips, is the Revenue Date transmitted in the transactions/trips; for operations and payments activities, it is the day the event occurred.
1484	The Contractor shall provide the capability to close a Revenue Day upon the final reconciliation of the transactions and revenue. The completion of the Revenue Day closure process finalizes the counts and revenue for the Revenue Day. Upon the closure of the Revenue Day the data on Revenue Day reports shall not change.
1485	The Contractor shall provide the capability to close a Revenue Month similar to the Revenue Day closure process.
1486	The last Revenue Day of a Revenue Month shall remain open for adjustments until both the Revenue Day and the Revenue Month have been closed.
1487	The Contractor shall provide the capability to close a Revenue Year similar to the Revenue Month closure process.

1488	The last Revenue Day of a Revenue Year shall remain open for adjustments until the Revenue Day, Revenue Month and Revenue Year have been closed.
1489	The Contractor shall provide the capability to investigate and correct all exceptions and discrepancies identified during the process. For example, if the total of the bank deposits does not equal the total of bank deposits per the BOS, then detailed reports relating to the deposits in question must be available. Corrections shall be made and Approved by Authorized Users.
1490	All reports shall indicate the status of the reconciliation. For example, when a user runs a report containing data for a Revenue Day which has not yet been closed, the report shall contain some indication the data in the report is preliminary or subject to change.
1491	The Contractor shall provide the capability to record fees in the BOS, for example merchant fees and bank fees.

1.14.4.1. Banking Reconciliation and Settlement

1492	The Contractor shall provide the capability to reconcile all financial activity, including but not limited to:
	• deposits;
	• credits;
	• disbursements;
	• returned items and
	• chargebacks.
1493	The Contractor shall provide for the daily Balancing of activity at the transaction level by Payment Type.
1494	The Contractor shall provide for the identification of exceptions by transaction.
1495	The Contractor shall provide the capability to allow Authorized Users to make adjustments to exceptions and reprocess the automated reconciliation.
1496	The Contractor shall provide the capability to open a Case for reconciliation exceptions.

1.14.4.2. Bank Deposit Reconciliation and Settlement

The BOS deposits funds collected by mail and in the WICs. These funds are deposited by the BOS directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement. These deposits must be balanced and reconciled on a daily basis and monthly basis.

1497	The Contractor shall provide an automated Interface to reconcile bank deposits.
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1.14.4.3. Reconciliation and Settlement with Merchant Service Provider

The BOS initiates Credit Card transactions with one or more Merchant Service Providers. Funds collected through the merchant accounts by the Merchant Service Provider are deposited directly

into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement.

1498	The Contractor shall provide an automated Interface to reconcile transactions initiated with the Merchant Service Provider(s).
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1.14.4.4. Reconciliation and Settlement with Lockbox (optional)

The BOS utilizes a Lockbox Service Provider to process customer check payments. Payments sent to the Lockbox will be processed by the Lockbox Service Provider and deposited directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement.

1499	The Contractor shall provide an automated Interface to reconcile Lockbox Service Provider deposits.
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1.14.4.5. Reconciliation and Settlement with the Authority

The daily reconciliations between the ETTM System and the BOS shall address transactions and payments.

The transactional reconciliations shall be handled by the BOS. The ETTM System will transmit a transaction/trip to the BOS, which the BOS shall acknowledge and thereafter begin the Posting/billing process.

The reconciliations related to payments shall address payments being made by the BOS to the Authority. These payments are a result of payments being collected from customers, processed and remitted to the Authority in settlement of balances due.

1500	The Contractor shall provide the capability to track payables and receivables between the BOS and the Authority based on customer payments, payment reversals and Posting of payments to transactions/trips.
1501	The Contractor shall provide the capability to track payables to and receivables from the Authority based on BOS remittances to these entities. For example, when a settlement payment is made to the Authority, the Authority’s payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.
1502	The Contractor shall provide electronic Notification of daily reconciliation and monthly settlement to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.
1503	The Contractor shall provide for reconciliation of daily activity and transactions with the Toll Facilities.

1.14.4.6. Reconciliation and Settlement with CTOC Agencies and Interoperable Agencies

The BOS shall remit funds collected from customers to the CTOC Agencies and Interoperable Agencies in accordance with the following Requirements:

1504	The Contractor shall provide the capability to track payables and receivables between the BOS and the CTOC Agencies and Interoperable Agencies based on customer payments, payment reversals and Posting of payments to transactions/trips.
1505	The Contractor shall provide the capability for the credit memo process to handle disputes and credits initiated by customers of CTOC Agencies.
1506	The Contractor shall provide the capability to track payables to and receivables from the CTOC Agencies and Interoperable Agencies based on BOS remittances to the CTOC Agencies and Interoperable Agencies. For example, when a settlement payment is made to an Interoperable Agency, the Interoperable Agency payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.
1507	The Contractor shall provide electronic Notification of daily reconciliation and settlement of CTOC Agencies and Interoperable Agencies to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.
1508	The Contractor shall provide for reconciliation of daily activity and transactions/trips with the CTOC Agencies and Interoperable Agencies in accordance with the applicable Interoperability agreement(s).
1509	The Contractor shall provide capability to generate periodic invoice for CTOC and Interoperable Agency toll charges. The invoice shall be based on reconciled files for each month even if the reconciliation files were received in the following month. Any manual adjustments during the invoice period shall be included in the invoice with the necessary Credit/Debit Memo as identified in the CTOC User Fee Agreement. Payments from Interoperable/CTOC Agencies shall be Posted against the invoice.
1510	The Contractor shall provide capability to enter invoices from CTOC Agencies and Interoperable Agencies to match that with the files in the BOS including any Credit/Debits that were authorized by the Interoperable/CTOC Agency. Payments to the CTOC Agency or Interoperable Agency shall be made after the reconciliation of the invoice with the BOS.

1.14.4.7. Reconciliation and Settlement with Third-Party Service Providers

1511	The Contractor shall provide for reconciliation of daily activity and transactions with Third-Party Service Providers.
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1.15. Searches

Customers routinely contact the CSC by phone, through the IVR and through the Self-Service Website without knowing their account number, PIN or vehicle license plate numbers. The BOS is expected to provide quick, yet secure access to an account when a customer can positively identify him/herself as the account holder.

1.15.1. Search General

1512	The Contractor shall provide comprehensive on-screen, drill-down capabilities from summary levels down through the most detailed transaction level, including images if available.
1513	The Contractor shall provide the capability to initiate a search from any screen in the BOS and return to the original location after completing the search.
1514	The Contractor shall provide the capability to select a record in the results grid and view the details and then return to the previous results grid to view additional items without having to re-enter the search criteria or re-run the search.
1515	The Contractor shall provide the capability to select record(s) to use in actions, for example obtaining detailed record information from the search results grid.
1516	The Contractor shall provide the capability to manipulate the field in grid results for all searches, including but not limited to: <ul style="list-style-type: none"> • drag and drop fields and columns to shift the order they appear; • sort by any fields shown on the grid; • sort alphanumerically by any fields shown on the grid; • sort by multiple fields (for example, sort by last name and then first name and then address so that all results with the last name “Smith” shall be sorted by first name and all the results with the name “John Smith” shall be sorted by address); • add a field to the grid and • remove a field from the grid.
1517	The Contractor shall provide advanced search capabilities where fields can be picked from a drop-down list and added to the effective criteria to be applied toward the search or report. Drop-down lists shall dynamically narrow down the available selection list as the Authorized User is typing.
1518	The Contractor shall provide the capability to use single and multiple character “wildcards” along with other commonly used search methods in all applicable fields of the search screens. A wildcard is a character used as part of the search criteria to represent one or more unspecified characters. The BOS shall not require the use of wildcards in lieu of leaving the field blank.
1519	Searches shall have an optimized data fetching algorithm so BOS performance is not impacted by large result sets.
1520	The Contractor shall provide the capability to specify a date range for any date in the search.
1521	The Contractor shall provide the capability to specify a number range for any number in the search, for example, account numbers 1055 – 2000.
1522	The Contractor shall provide the capability to search by any field, combination of fields and field ranges.
1523	The Contractor shall provide comprehensive multi-field search criteria on all reports and screen searches. Search criteria shall include all fields and related attributes found in the search results grid.

1524	<p>The Contractor shall provide the capability to search, by full or partial value using wildcards and view all stored information regarding transactions, images, statements, Violation Notices, account activity and Notifications for user selected criteria, including but not limited to the following fields. Some search criteria may be available only in conjunction with other search criteria (for example, paid transactions enabled only if an account number is specified):</p> <ul style="list-style-type: none"> • transaction ID; • transaction type; • location of transaction (Toll Facility, plaza, zone/lane); • transaction number; • transaction Date; • transaction Date range; • transaction Posting Date; • transponder type; • transponder number; • license plate number; • license Plate Type; • license plate Jurisdiction; • account number; • customer name (last, first, middle, suffix); • customer address (street, city, state, ZIP) and type of address; • Authorized User ID; • statement, Violation Notice or invoice number; • account Flags; • address type; • bad address; • Violation number; • transaction disposition status (for example, paid); • payment type; • payment receipt number; • payment method; • check, money order or cashier's check number; • Payment Token and Credit Card expiration date; • transaction amount and
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	<ul style="list-style-type: none"> • comments.
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1.15.2. Transaction/Trip Search

1525	The Contractor shall provide the capability to search for and deliver all transactions/trips which meet the search criteria regardless of in the status of the transaction/trip or the status of the account to which the transaction/trip is assigned.
1526	The Contractor shall provide the capability to search for transactions/trips which meet the search criteria with the result delivering multiple transactions, if applicable.
	<ul style="list-style-type: none"> • transaction/trip ID;
	<ul style="list-style-type: none"> • transaction/trip type;
	<ul style="list-style-type: none"> • location of transaction/trip (Toll Facility, Toll Zone/lane);
	<ul style="list-style-type: none"> • transaction/trip number;
	<ul style="list-style-type: none"> • transaction/trip Date;
	<ul style="list-style-type: none"> • transaction/trip Date range;
	<ul style="list-style-type: none"> • transaction/trip Posting Date;
	<ul style="list-style-type: none"> • transaction/trip reason code;
	<ul style="list-style-type: none"> • transponder type;
	<ul style="list-style-type: none"> • transponder number;
	<ul style="list-style-type: none"> • license plate number;
	<ul style="list-style-type: none"> • license Plate Type;
	<ul style="list-style-type: none"> • license plate Jurisdiction;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • Authorized User ID;
	<ul style="list-style-type: none"> • statement, Violation Notice or invoice number;
	<ul style="list-style-type: none"> • Violation number;
	<ul style="list-style-type: none"> • transaction disposition status (for example, paid, unknown at DMV or written-off);
	<ul style="list-style-type: none"> • Payment Type;
<ul style="list-style-type: none"> • payment receipt number; 	
<ul style="list-style-type: none"> • payment method and 	
<ul style="list-style-type: none"> • transaction/trip amount. 	

1.15.3. Account Search

1527	The Contractor shall provide the capability to search for accounts which meet the search criteria with the result delivering multiple accounts.
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1528	The Contractor shall provide the capability to search by key fields and identify potential duplicate accounts.
1529	The Contractor shall provide the capability for Authorized Users to search and view all information related to a specific account. This shall include the complete detailed account history since account inception and capability of filtering and sorting by type of information, including but not limited to:
	• toll transaction/trip;
	• Financial Transaction;
	• Notifications (includes letters and Violation Notices);
	• Registration Holds placed and released;
	• Collections Placements;
	• Evidence Packages;
	• Cases opened and closed;
	• all payment related events, including replenishment failures;
	• account statuses changes;
	• complete address history;
	• complete email address history;
	• complete vehicle history (what plates were active on the account and when);
	• complete change tracking (what data was changed, when and by whom);
	• last account access by the customer and via channel;
	• date and time of last toll transaction;
• date and time of last Financial Transaction;	
• transponder activities and statuses and	
• account Maintenance activities.	
1530	The Contractor shall provide the capability to display the account running balance in Posting Date chronological order.

1.15.4. Case Search

1531	The Contractor shall provide the capability to search and view all stored information regarding Cases, including but not limited to:
	• summary information;
	• Toll Facility, if applicable;
	• Case number (uniquely identifies the Case record);
	• priority (out of a predefined range);

	<ul style="list-style-type: none"> • source of Case;
	<ul style="list-style-type: none"> • status;
	<ul style="list-style-type: none"> • number of days since creation;
	<ul style="list-style-type: none"> • number of days since last Authorized User access/action;
	<ul style="list-style-type: none"> • due date and time;
	<ul style="list-style-type: none"> • total time spent working on the Case;
	<ul style="list-style-type: none"> • total time spent by a specific Authorized User or specific department;
	<ul style="list-style-type: none"> • related accounts and/or records;
	<ul style="list-style-type: none"> • description/free-form notes on the account;
	<ul style="list-style-type: none"> • date of action;
	<ul style="list-style-type: none"> • time of action;
	<ul style="list-style-type: none"> • Authorized User who took action;
	<ul style="list-style-type: none"> • time required for action and
	<ul style="list-style-type: none"> • action description (free-form data or notes section).
1532	<p>The Contractor shall provide the capability to search and view Case management, including but not limited to:</p> <ul style="list-style-type: none"> • total number of open Cases; • total number of open Cases, per department; • total number of open Cases, per Authorized User; • total number of open Cases by type; • total number of overdue Cases; • total number of processed Cases; • total number of Cases processed per unit of time; • total number of Cases processed per department; • total number of Cases processed per Authorized User; • response time statistics – overall; • response time statistics, per department and • response time statistics, per Authorized User.

1.15.5. Comment Search

1533	<p>The Contractor shall provide the capability to identify and retrieve comment records into a search results grid, including but not limited to:</p> <ul style="list-style-type: none"> • individually by category;
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	<ul style="list-style-type: none"> summarized by category;
	<ul style="list-style-type: none"> individually by time period and
	<ul style="list-style-type: none"> summarized by time period.

1.15.6. Transponder Search

1534	The Contractor shall provide the capability when searching by transponder number to display all accounts the transponder has ever been associated with including account number, account type, the date and time the transponder was added to and removed from the account and the current status of the transponder on each account. For example, this search might yield two accounts with the transponder identified as being Active on one account and lost on the other.
1535	The Contractor shall provide the capability when searching by transponder number to display all Notifications issued related to that particular transponder. For example, this search might yield an “Excessive I-Toll” Notification and a “transponder recall Notification” for a particular transponder.
1536	The Contractor shall provide the capability when searching by transponder number to display all statuses the transponder has been in along with the date and time the transponder entered that status.
1537	The Contractor shall provide the capability when searching by transponder number to display all inventory locations which the transponder has been in along with the date and time the transponder was placed in each location.

1.15.7. License Plate Search

1538	The Contractor shall provide the capability when searching by license plate and Jurisdiction to display all accounts the license plate has ever been associated with and all Notifications issued related to that license plate. For example, this search might yield two accounts and five Violation Notices for a particular license plate.
1539	The Contractor shall provide the capability when searching by license plate and Jurisdiction combination to display all transactions that license plate and Jurisdiction combination has ever been associated with regardless of the transaction status. For example, this search might yield two transactions in Paid status, one in Collections, three Posted to an account as I-Tolls and one awaiting inclusion on a Violation Notice for a particular license plate and Jurisdiction combination.

1.15.8. Notification Search

1540	The Contractor shall provide the capability to search by and view all stored information regarding Notifications, including but not limited to:
	<ul style="list-style-type: none"> first name;
	<ul style="list-style-type: none"> last name;
	<ul style="list-style-type: none"> mailing address;

	<ul style="list-style-type: none"> • Notification Type, for example, statement, Credit Card expiration, Violation Notice or account establishment Notification;
	<ul style="list-style-type: none"> • distribution channel;
	<ul style="list-style-type: none"> • creation date;
	<ul style="list-style-type: none"> • quality review date;
	<ul style="list-style-type: none"> • print date;
	<ul style="list-style-type: none"> • mail date;
	<ul style="list-style-type: none"> • date that action on the Notification is due;
	<ul style="list-style-type: none"> • date(s) of any change in Notification piece status;
	<ul style="list-style-type: none"> • name of the Authorized User(s) who performed the quality review and Approved the Notification for mailing;
	<ul style="list-style-type: none"> • return mail (if applicable);
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • transponder number;
	<ul style="list-style-type: none"> • license plate number and Jurisdiction;
	<ul style="list-style-type: none"> • dollar range associated with the Notification and
	<ul style="list-style-type: none"> • dollar amount associated with the Notification.
1541	<p>The Contractor shall provide the capability for Authorized Users to scan the barcode, scan line or Quick Response Code on BOS-issued returned Notifications and automatically be taken to the appropriate processing screen, including but not limited to:</p> <ul style="list-style-type: none"> • the account that the Notification belongs to; • the appropriate Violation Notice processing screen and • the Case the Notification belongs to.
1542	<p>The Contractor shall provide the capability for Authorized Users to scan and process BOS-issued returned Notifications in bulk where possible (for example, provide the capability to scan multiple pieces of return mail where no forwarding address was provided into the BOS for processing without the need to access each account one-by-one).</p>
1543	<p>The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the Notification search screen.</p>
1544	<p>The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the account.</p>
1545	<p>The Contractor shall provide the capability to allow Authorized Users to email a PDF version of the Notification piece directly from the account.</p>
1546	<p>The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the Notification search screen.</p>

1547	The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the account.
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1.16. Reporting Requirements

Because reporting is integral to the BOS, reporting functionality must be streamlined, quick, intuitive and user-friendly.

The BOS is expected to deliver accurate reports in a usable format. The format of reports is different across various user groups that use the reports for different purposes. For example, the finance departments may desire some reports in an Excel format so the data can be manipulated and analyzed. Other reports may be more desirable in a PDF format to better guarantee the integrity of the report data for audit purposes. The BOS is expected to deliver all reports in a variety of selectable formats.

It also is expected that reports are flexible enough to allow users to make changes to reports “on the fly”. For example, a report may include all the data elements required by a user for analyzing past due receivables with the exception of a single data field. The Authorized User must have the ability to add that data field to the report without the need for custom report generation or programming by the Contractor.

Some reports are best displayed as of a point in time (for example, receivable balances) while other reports are best displayed for activity over a range of time (for example, cash collected for a specific period of time). Users often have a need to generate reports that include historical balances as of the end of a particular Revenue Day. It is expected that the BOS track, calculate and maintain such Revenue Day-end balances such that retrieval of historical information is easily accomplished. Users also often have the need to generate reports that include information regarding historical transaction activity over a range of time both in summary and in detail. It is expected that the BOS provide the functionality to quickly and accurately deliver such reports to the user in a usable format.

Standardized reporting shall be achieved via canned and ad-hoc reporting interfaces using both the production database for real-time reporting and reports server/database for more complex, non-real-time and/or data intensive reports.

Reporting is a critical element of any business organization and is required by the Authority to:

- provide for transaction and revenue reconciliation and investigate discrepancies;
- monitor BOS and operational performance;
- monitor human performance and business process efficiency;
- ensure compliance to Performance Measures;
- reconcile toll transactions/trips to individual Toll Facilities;
- reconcile third-party financial and transactional interactions;
- assess the impact of policies and Business Rules;
- identify ways to improve the quality of service provided to customers;
- comply with reciprocity reporting Requirements and

- evaluate the success of the toll collections.

Reports are broken into four broad categories:

- Informational Reports – provide information about transactions moving through the revenue cycle.
- Financial Management Reports – provide information which enables the Authority to record in its general ledger system the financial activity related to the CSC. These reports also enable the Authority to perform analyses on transactions submitted to the BOS for processing, including but not limited to analyzing billing, collection trends and Account Plan utilization.
- Operations Reports – provide the data necessary for the Contractor and the Authority evaluate the Contractor’s performance against the Performance Measures and provide the reporting necessary to prepare and support the Contractor’s monthly bill to the Authority. These operational reports also provide the Authority with the data necessary to monitor operational activities and the operations staff.
- Interface Reconciliation Reports – provide the reports necessary to reconcile all Interfaces and also to demonstrate successful completion of the reconciliations by the Contractor.

1.16.1. General Reporting Requirements

1548	The Contractor shall provide a BOS data fetching algorithm that is optimized for performance including bringing data into BOS screens and reports.
1549	The Contractor shall provide BOS reports optimized for performance. Data shall be organized and summarized in a manner to allow for report generation within no more than five seconds of a report generation request for daily summary reports and no more than twenty seconds of a report generation request for monthly summary and annual summary reports. Reports batched or pre-generated shall be presented to the user within two seconds.
1550	After the deployment and implementation of the BOS, if there is a need to create additional reports and modify implemented reports, the Contractor shall support such additions and/or modifications.
1551	<p>The Contractor shall provide ad-hoc reporting tool capabilities to Authorized Users to allow the creation and execution of custom reports from the reports server/database, including but not limited to:</p> <ul style="list-style-type: none"> • drag-and-drop field functionality; • drill down functionality; • filtering; • parameter prompting; • formula support; • grouping; • sorting and • stored procedure and function support.

1552	The ad-hoc reporting tool shall be COTS Software and be the latest version at the time of Acceptance Testing and field-proven to operate in a transaction intensive environment.
1553	The Contractor shall provide reporting output in various formats (both compressed and uncompressed), including but not limited to:
	<ul style="list-style-type: none"> • Portable Document Format (PDF);
	<ul style="list-style-type: none"> • plain text format (TXT);
	<ul style="list-style-type: none"> • rich text format (RTF);
	<ul style="list-style-type: none"> • Microsoft Excel 2016 (or higher if Approved by the Authority);
	<ul style="list-style-type: none"> • delimiter-separated values;
	<ul style="list-style-type: none"> • HTML and • extensible markup language (XML).
1554	The Contractor shall provide the capability for Authorized Users to retrieve full table exports from the reports server/database.
1555	The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports using various delivery methods, including but not be limited to:
	<ul style="list-style-type: none"> • email addresses;
	<ul style="list-style-type: none"> • direct to printer;
	<ul style="list-style-type: none"> • uniform naming convention (UNC) paths;
	<ul style="list-style-type: none"> • shared drives and • SFTP sites.
1556	The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports for a variety of time periods, including but not limited to:
	<ul style="list-style-type: none"> • as of a specific time each day;
	<ul style="list-style-type: none"> • as of a specific day and time each week;
	<ul style="list-style-type: none"> • as of a specific day and time each month;
	<ul style="list-style-type: none"> • as of a specific date and time each month;
	<ul style="list-style-type: none"> • for a Revenue Day;
	<ul style="list-style-type: none"> • for a Business Day;
	<ul style="list-style-type: none"> • for a Calendar Day and • for a specific period of time spanning more than one day (for example 2:00:00am to 1:59:59am the following day).
1557	The Contractor shall provide a dashboard application, including but not limited to:
	<ul style="list-style-type: none"> • fully Configurable, role-driven, browser-based solution that allows users to customize their own dashboards;

	<ul style="list-style-type: none"> • real-time display of data and processes and • drill-down capabilities from high level graphical display to the lowest level of supporting data.
1558	<p>The Contractor shall provide a comprehensive data dictionary that defines the structure of BOS databases in the production environment and the reports server/database. The data dictionary shall include but not be limited to:</p> <ul style="list-style-type: none"> • what data is stored; • name, description and characteristics of each data element; • types of relationships between data elements and • access rights.
1559	The Contractor shall provide a consistent user interface for all reports.
1560	<p>The Contractor shall provide for summary and detailed reports for all account activity on all user accounts, including but not limited to:</p> <ul style="list-style-type: none"> • as of the current moment in time; • as of an historical moment in time; • for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and • for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).
1561	The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all user accounts.
1562	<p>The Contractor shall provide for summary and detailed reports for all account activity on all Financial Accounts, including but not limited to:</p> <ul style="list-style-type: none"> • as of the current moment in time; • as of an historical moment in time; • for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and • for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).
1563	The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all Financial Accounts.
1564	<p>The reports shall meet the general objectives, including but not limited to:</p> <ul style="list-style-type: none"> • data elements shall be consistent through all the reports of a similar nature; • numbers and amounts shall reconcile with other reports that report on the same activity; • numbers and amounts shall reconcile with other reports that report on the same time period;

	<ul style="list-style-type: none"> • report generation shall allow for flexible selection and sort criteria that allows Authorized Users to obtain related information through a single report;
	<ul style="list-style-type: none"> • all report criteria shall be available for selection using Boolean logic strings and
	<ul style="list-style-type: none"> • all reports shall allow for the input of any identified criteria to be selected by range (for example, date from and to, account number from and to, Transaction Dates from and to, etc.) and by multi-list selection.
1565	Reports shall display header information which shall indicate parameters selected in the report generation (for example, time periods selected, as-of date selected, account number selected and/or license plate number and Jurisdiction selected).
1566	The Contractor shall provide the capability for the automatic generation and delivery of reports based on Configurable conditions, including but not limited to: <ul style="list-style-type: none"> • report selection criteria (for example, date range); • date and time for report generation (for example, daily at 7:00 a.m.); • report delivery method (for example, by email); • report format (for example, PDF) and • report generation frequency (for example, weekly).
1567	The Contractor shall provide the capability for reports generated automatically to have BOS-generated unique, intuitive naming and report numbering reflecting the name, number and date of the report.
1568	The Contractor shall provide the capability for the user to manipulate the report data easily to perform comparative analysis and statistical calculations.
1569	The Contractor shall provide the capability to deliver scheduled reports to the Configured destination.
1570	The Contractor shall provide the capability for the user to specify the format of the report. For example, PDF, Excel and comma separated.
1571	The Contractor shall provide the capability to manually select reports for generation in real time.
1572	The Contractor shall provide a Web-based ad-hoc reporting solution that allows Authorized Users to design and generate professional and accurate multi-format reports. Ad-hoc report templates created by Authorized Users shall be made available to all Authorized Users, in addition to the reports menu.
1573	All reports shall display last activity date, transaction Posting status and other relevant data dependencies on the specific report related to that activity that indicate completion of activity and items, including but not limited to: <ul style="list-style-type: none"> • all transactions/trips have been obtained from the ETTM System; • all images have been obtained from the ETTM System; • the transactions/trips that have been transmitted to Interoperable Agencies and reconciliation files that have been received and acknowledged; • all correction files that have been reconciled and acknowledged;

	<ul style="list-style-type: none"> • all shifts that have been closed;
	<ul style="list-style-type: none"> • all third-party reconciliation and payment data that has been imported or has been entered into the BOS and
	<ul style="list-style-type: none"> • that all activities have been completed and are ready to be reconciled.
1574	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or account and account details.
1575	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or Violation Notice and details.
1576	The Contractor shall provide the user interface to choose the following selection criteria, including but not limited to:
	<ul style="list-style-type: none"> • Interoperable Agencies;
	<ul style="list-style-type: none"> • Toll Facility;
	<ul style="list-style-type: none"> • plaza;
	<ul style="list-style-type: none"> • lane;
	<ul style="list-style-type: none"> • direction of travel;
	<ul style="list-style-type: none"> • identification type (transponder or license plate);
	<ul style="list-style-type: none"> • Account Plan type;
	<ul style="list-style-type: none"> • Payment Type;
	<ul style="list-style-type: none"> • customer service location;
	<ul style="list-style-type: none"> • BOS user;
	<ul style="list-style-type: none"> • customer service staff;
	<ul style="list-style-type: none"> • BOS processes;
	<ul style="list-style-type: none"> • third-party interfaces and
	<ul style="list-style-type: none"> • Third-Party Service Providers.
1577	The Contractor shall provide the user interface enabling the following selection criteria to generate the same report, including but not limited to:
	<ul style="list-style-type: none"> • by day;
	<ul style="list-style-type: none"> • day(s) within a specified range;
	<ul style="list-style-type: none"> • date range;
	<ul style="list-style-type: none"> • weekly;
	<ul style="list-style-type: none"> • monthly;
	<ul style="list-style-type: none"> • yearly;

	<ul style="list-style-type: none"> • comparative based on selection and
	<ul style="list-style-type: none"> • year-to-date.
1578	The Contractor shall provide for the generation of a single report by various date types, including but not limited to:
	<ul style="list-style-type: none"> • Transaction Date;
	<ul style="list-style-type: none"> • various transmit dates;
	<ul style="list-style-type: none"> • transfer date;
	<ul style="list-style-type: none"> • Posting Date;
	<ul style="list-style-type: none"> • Violation Notice date;
	<ul style="list-style-type: none"> • due date;
	<ul style="list-style-type: none"> • payment date;
	<ul style="list-style-type: none"> • Hearing date;
	<ul style="list-style-type: none"> • process date;
	<ul style="list-style-type: none"> • Posted date;
	<ul style="list-style-type: none"> • business date;
	<ul style="list-style-type: none"> • review date;
	<ul style="list-style-type: none"> • statement date;
	<ul style="list-style-type: none"> • mail date;
	<ul style="list-style-type: none"> • print date;
	<ul style="list-style-type: none"> • acknowledgement date and
	<ul style="list-style-type: none"> • reconciled date.
1579	The Contractor shall provide the capability to:
	<ul style="list-style-type: none"> • include sub-totals, totals and grand totals as selected by the user;
	<ul style="list-style-type: none"> • sort the data elements in the report within each grouping of data and
	<ul style="list-style-type: none"> • present data in graphs and chart types based on presentation form selected by the user from a variety of graphic styles.

1.16.2. Informational Reports

1.16.2.1. Transaction Processing Reports

The Contractor is expected to provide Transaction Processing Reports which reflect the status or workflow stage for transactions/trips submitted by the Toll Facilities to the BOS over a period of time. For example, a report shall exist that details the number of transactions/trips submitted by a Toll Facility in January and shall detail the status or workflow stage of those transactions/trips as of June 30, the current date.

1580	<p>The Contractor shall provide transaction reconciliation reports that reconcile to operations and financial reports and display Image-Based Transaction/Trip and Transponder-Based Transaction/Trip statistics, including but not limited to:</p> <ul style="list-style-type: none"> • tracking the different stages of the transactions/trips; • showing the status or workflow stage; Violation Notice number; date issued; amount owed; amount Posted to an account; amount paid; amount I-Tolled; amount adjusted, past due amount and amount due on all Violation Notices issued; • total payments received by status or workflow stage; • total I-Tolls by status or workflow stage; • total Account Plan transactions/trips by individual Account Plan; • transactions/trips aged to Collections by the Toll Facility; amount collected, recalled, dismissed; • license plates placed on hold, released, amounts on hold per plate; • Violations issued, paid, dismissed, transmitted to court; • Violations scheduled for adjudication, disposition, payments; • Transaction trends; • Transaction receivables detailing all outstanding accounts receivable for all accounts with unpaid transactions/trips by account number and total balance due as of the selected date; • Transaction collections trends; • Transaction I-Toll trends; • Account Plan trends; • Transaction dismissals and disputes; • Transaction by Jurisdiction and • Transaction aging.
1581	<p>The Contractor shall provide transaction/trips reports that reconcile the transactions/trips to ETTM System reports as they move through various processing stages, including but not limited to:</p> <ul style="list-style-type: none"> • transactions/trips in various queues and filters; • Violation Notice timeouts; • potential transactions/trips; • rental car license plates; • ROV Lookup “no matches”; • disputes; • dismissals;

	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • transaction status or workflow stages;
	<ul style="list-style-type: none"> • I-Tolls and
	<ul style="list-style-type: none"> • other transaction statuses.
1582	The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notices, including but not limited to counts and amounts for:
	<ul style="list-style-type: none"> • Violation Notices generated;
	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • dismissals;
	<ul style="list-style-type: none"> • status or workflow stage and
	<ul style="list-style-type: none"> • re-issued.
1583	The Contractor shall provide transaction activity reports that track activity on transactions/trips for each status or workflow stage, including but not limited to:
	<ul style="list-style-type: none"> • number of invoices and Violation Notices issued;
	<ul style="list-style-type: none"> • tolls, fees and penalties assessed;
	<ul style="list-style-type: none"> • amounts dismissed;
	<ul style="list-style-type: none"> • amounts voided;
	<ul style="list-style-type: none"> • amount collected;
	<ul style="list-style-type: none"> • amount collected in I-Tolls and
	<ul style="list-style-type: none"> • unbilled tolls collected, if prepayment is allowed.
1584	The Contractor shall provide reports that list the account number and overpayment amount on all transaction accounts that are overpaid as of a date.
1585	The Contractor shall design and implement reports that duplicate the format and content of the current reports in Attachment C: Sample Reports.
1586	The Contractor shall provide monthly and quarterly status reports that mimic the format provided in Attachment C: Sample Reports and includes additional information requested by the Authority during the Implementation Phase.

1.16.2.2. Customer and Account Management Reports

Account management reports detail the overall status of accounts. The Contractor shall provide reports that detail account openings and closures, transitions from one account type to another (for example, an Unregistered account becoming a Registered account). Reports also shall be provided that give the Authority information about accounts that fall below the Insufficient Balance Threshold. These reports shall provide an indication of the overall success of the current Business Rules and may provide some insight into where potential changes could be made to enhance the customer experience or operational performance of the BOS.

1587	<p>The Contractor shall provide a comprehensive report that displays current account statistics for transaction totals and charges by the following criteria, including but not limited to:</p> <ul style="list-style-type: none"> • transaction totals and charges by Toll Facility; • transaction totals and charges by account types; • transaction totals and charges by Account Plan; • transaction totals and charges by status or workflow stage; • transaction totals and charges by payment option; • transaction totals and charges by account identification method and • transaction totals and charges by account statuses.
1588	<p>The Contractor shall provide a comprehensive report that displays all account creation and account closing information for a selected period by contact method (for example, detailing accounts open and closed via the Self-Service Website, by phone, by walk-in and by mail).</p>
1589	<p>The Contractor shall provide reports that detail all prepaid tolls and outstanding balances due for every account. This report should allow Authorized Users to specify only certain accounts based on criteria which includes, but is not limited to:</p> <ul style="list-style-type: none"> • account status; • account type; • account number and • dollar amount.
1590	<p>The Contractor shall provide a comprehensive report that displays all accounts and/or transponders that have Account Plans.</p>
1591	<p>The Contractor shall provide reports that display all balances, activity and statistics on accounts by account type, including but not limited to:</p> <ul style="list-style-type: none"> • accounts created; • transponders fulfilled; • accounts closed; • Account Plan utilization; • invoices and Violation Notices on account; • past due by status or workflow stage; • Violation Notices on hold; • Write-Offs; • accounts with debt in Collections; • accounts with Registration Holds placed; • accounts with active Violation(s);

	<ul style="list-style-type: none"> • payments and refunds processed and requested and • toll transaction disputes processed and in progress.
1592	<p>The Contractor shall provide a single report that provides the complete detailed account history for a single account. This report shall include a chronological listing of all activities for each activity type for a specified range of time between account inception and the current date, including but not limited to:</p> <ul style="list-style-type: none"> • toll transactions/trips – transaction time (entry and exit), location, Posting date/time, Tolling Location, expected toll, Posted toll and discounts (for example, Account Plans); • Financial Transactions – payment date, payment item, Payment Type, payment method, payment number (for example, check number), payment detail (for example, breakdown of tolls and fees paid) receipt number, amount due, paid amount; • reversal activity on Posted transactions (toll, non-toll, penalties, fees, financial) – reversal date, original transaction, reason; • Notifications – date, type, communications channel, Notification number, if applicable (invoice number, Violation Notice number), amount due in each status or workflow stage, due date; • account comments; • account statuses – date of change, from status, to status, user ID and trigger; • Account Plan(s) and activity; • Cases – date Case was established, Case status, Case disposition; • transponder activities and statuses - date of change, from status, to status, user ID, trigger; • dispute activity – date, transaction; invoice/Violation Notice/statement number, amount owed, reason, results; dismissal code, dismissed amount; • Violation activity – date, amount, payment, dismissal, aged to court or Collections; • court activity (obtained from the Collection Agency) – date, transaction, amount owed, disposition; • collection activity – date, Toll Facilities, Notification, amount placed, amount paid, dated recalled/canceled; • Registration Hold and release activity – date, license plate number, Notification, amount owed, results of motor vehicle department, date of hold/release and • account Maintenance activities.
1593	<p>The Contractor shall provide reports that list all customers’ financial activity on the account, including but not limited to:</p> <ul style="list-style-type: none"> • account number; • name and address records;

	<ul style="list-style-type: none"> • all notes and/or Cases related to the account or transactions;
	<ul style="list-style-type: none"> • beginning balance;
	<ul style="list-style-type: none"> • credits and debits by transaction type;
	<ul style="list-style-type: none"> • refunds;
	<ul style="list-style-type: none"> • reversals;
	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • dismissals;
	<ul style="list-style-type: none"> • adjustments and
	<ul style="list-style-type: none"> • ending balance.
1594	The Contractor shall provide reports that list all customers' financial activity on the account and reconcile to the Financial Accounts.
1595	The Contractor shall provide reports listing accounts that have no transaction or payment activity since a specified date (Configurable) or for a period of time (Configurable), including their history and current status.
1596	The Contractor shall provide reports that identify the processed transactions, reconcile to operations reports and summarize the operations activity. Such reports shall summarize the operational activities performed in different customer service departments and areas, including but not limited to:
	<ul style="list-style-type: none"> • totals for number of accounts opened and closed by type;
	<ul style="list-style-type: none"> • number of transponders assigned by type of transponder;
	<ul style="list-style-type: none"> • account replenishment;
	<ul style="list-style-type: none"> • invoices generated;
	<ul style="list-style-type: none"> • Violation Notices generated;
	<ul style="list-style-type: none"> • Violations filed with the court;
	<ul style="list-style-type: none"> • Account Plan-related transactions;
	<ul style="list-style-type: none"> • Cases opened;
	<ul style="list-style-type: none"> • Cases closed;
	<ul style="list-style-type: none"> • Cases escalated;
	<ul style="list-style-type: none"> • license plates and transponder transactions/trips in the Processing Exception List;
	<ul style="list-style-type: none"> • Notices on hold;
	<ul style="list-style-type: none"> • disputes processing status;
	<ul style="list-style-type: none"> • Evidence Packages created;
	<ul style="list-style-type: none"> • placed in collection;
	<ul style="list-style-type: none"> • eligible for Registration Hold;

	<ul style="list-style-type: none"> • successful Registration Hold;
	<ul style="list-style-type: none"> • eligible for Registration Hold release;
	<ul style="list-style-type: none"> • successful Registration Hold release;
	<ul style="list-style-type: none"> • account status;
	<ul style="list-style-type: none"> • any adjustments made;
	<ul style="list-style-type: none"> • customer I-Toll Transactions/Trips Posted and
	<ul style="list-style-type: none"> • other CSR activity.
1597	<p>The Contractor shall provide reports that display all customer and non-customer feedback by account type, contact method and users, including but not limited to:</p> <ul style="list-style-type: none"> • Cases by category; • suggestions by category; • Cases by time period and • suggestions by time period.
1598	<p>The Contractor shall provide reports that list accounts that require attention, including but not limited to:</p> <ul style="list-style-type: none"> • accounts that have Flags on the account indicating an issue (Configurable by Flag); • replenishment failure; • Credit Card expiration; • Excessive I-Tolls; • disputed Violation Notices; • debt at Collections; • Registration Hold; • overpayment; • refund requests; • open Case(s); • Violation Notices on hold; • bankruptcy; • negative balance; • inactivity; • Notifications that require review and • accounts that require follow up action by CSR or customer.
1599	<p>The Contractor shall provide reports that list the status of transactions/trips (count and revenue) processed by the BOS, identifying the exact position in all open workflow points for unpaid transactions, both home (the Authority) and Interoperable, that Posted to the</p>

	accounts, those that were rejected due to various reasons and those that are in any other terminal statuses. The reports shall reconcile to the financial reports and Interoperable reports.
1600	The Contractor shall provide reports that account for all shift activity with detailed and summarized financial information, including but not limited to: <ul style="list-style-type: none"> • all payment transactions processed for each payment item; • all payment transactions processed by payment method; • all payment transactions processed by Payment Type; • all payment transactions processed by payment channel; • all Financial Transactions dismissed; • all voided Financial Transactions; • all Financial Transactions reversed; • all Financial Transactions adjusted; • all Financial Transactions unapplied and re-applied; • all Financial Transactions waived and • all Financial Transactions waived by user.
1601	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to individual CSR activity reports.
1602	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to financial reconciliation reports.
1603	The Contractor shall provide reports that summarize the operational activities performed in different customer service departments and areas, including but not limited to: <ul style="list-style-type: none"> • WIC(s); • Self-Service Website; • Self-Service Mobile Application (Phase II and optional); • IVR; • contact center; • mailroom; • Case management department; • Third-Party Service Providers and • Collection Agency.
1604	The Contractor shall provide reports that summarize the payment processing activities performed in different customer service departments and areas, including but not limited to: <ul style="list-style-type: none"> • the separate WICs;

	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • IVR;
	<ul style="list-style-type: none"> • contact center;
	<ul style="list-style-type: none"> • automated BOS replenishments;
	<ul style="list-style-type: none"> • Lockbox (optional);
	<ul style="list-style-type: none"> • electronic deposit;
	<ul style="list-style-type: none"> • mailroom;
	<ul style="list-style-type: none"> • Case management department;
	<ul style="list-style-type: none"> • Third-Party Service Providers;
	<ul style="list-style-type: none"> • Collection Agency and
	<ul style="list-style-type: none"> • courts.

1.16.2.3. Payment Processing Reports

1605	<p>The Contractor shall provide reports that track the Credit Card, ACH, check, cash and money order payments that are processed, including but not limited to:</p>
	<ul style="list-style-type: none"> • number and dollar value of payments;
	<ul style="list-style-type: none"> • refunds;
	<ul style="list-style-type: none"> • reversals;
	<ul style="list-style-type: none"> • adjustments;
	<ul style="list-style-type: none"> • voids;
	<ul style="list-style-type: none"> • payment date;
	<ul style="list-style-type: none"> • activity date;
	<ul style="list-style-type: none"> • settlements;
	<ul style="list-style-type: none"> • payment item;
	<ul style="list-style-type: none"> • payment source;
	<ul style="list-style-type: none"> • Payment Type, for example check, ACH, money order, cash;
	<ul style="list-style-type: none"> • payment method;
	<ul style="list-style-type: none"> • Credit Card type;
	<ul style="list-style-type: none"> • card details;
	<ul style="list-style-type: none"> • processed amounts;
	<ul style="list-style-type: none"> • Violation Notice number paid;
	<ul style="list-style-type: none"> • account debited and

	<ul style="list-style-type: none"> • account credited.
1606	The Contractor shall provide the capability to produce payment reports by payment source (for example, CSR, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR and Collection Agency) and by Payment Type (for example, Credit Card, ACH, check, cash and money order).
1607	<p>The Contractor shall provide reports that balance and reconcile the Credit Card processed by the BOS to the Credit Card Posting status provided by the Merchant Service Provider and allows operations to investigate discrepancies, including but not limited to:</p> <ul style="list-style-type: none"> • failed Credit Card transactions; • account number; • date and time; • successful Credit Card transactions that did not Post to an account; • Credit Cards that were processed by the BOS but not the Credit Card processor; • duplicate Credit Card processing; • duplicate Credit Card Posting; • total amount successfully processed; • total amount Posted to accounts; • total amounts identified as processed by the Credit Card processor; • variances and • chargebacks.
1608	<p>The Contractor shall provide reports that balance and reconcile the ACH transactions processed by the BOS to the ACH Posting status provided by the Merchant Service Provider/ACH processor and allows operations to investigate discrepancies, including but not limited to:</p> <ul style="list-style-type: none"> • failed ACH transactions; • account number; • date and time; • successful ACH transactions that did not Post to an account; • ACH transactions that were processed by the BOS but not the ACH processor; • duplicate ACH processing; • duplicate ACH Posting; • total amount successfully processed; • total amount Posted to accounts; • total amounts identified as processed by the ACH processor; • Variances, and

	<ul style="list-style-type: none"> • returns/rejects.
1609	The Contractor shall provide reports that detail returned checks processed during any timeframe, broken down by type of original payment (toll, fee and penalty).

1.16.2.4. Inventory Management Reports

Inventory management reports shall assist the Authority and the Contractor in review and management of inventory items.

1610	The Contractor shall provide transponder inventory reports that 1) track the transponder inventory by type of transponder and distributor; 2) ensure there are sufficient transponders in stock; 3) show the status of all transponders at all stages of transponder purchase, Fulfillment and recovery/disposition cycle, including but not limited to:
	<ul style="list-style-type: none"> • transponders issued to customers;
	<ul style="list-style-type: none"> • transponders by status;
	<ul style="list-style-type: none"> • transponders in warranty;
	<ul style="list-style-type: none"> • transponders in the return material authorization process;
	<ul style="list-style-type: none"> • transponders on order but not shipped;
	<ul style="list-style-type: none"> • transponders sold and • other operational statuses.
1611	The Contractor shall provide transponder status reports that track the issuance of inventory items, including but not limited to:
	<ul style="list-style-type: none"> • sold by item type;
	<ul style="list-style-type: none"> • by type of distribution method, for example, by mail, in WIC #1 and WIC #2;
	<ul style="list-style-type: none"> • number and frequency of inventory items distributed;
	<ul style="list-style-type: none"> • the inventory status;
	<ul style="list-style-type: none"> • the status of damaged transponders and • the status of failed transponders.
1612	The Contractor shall provide inventory reports that show beginning balance and end of month balance by inventory location.

1.16.2.5. ROV Lookup Reports

This series of reports provides information about the outcomes of the Authority's ROV Lookup requests.

1613	The Contractor shall provide DMV Lookup reports that track the ROV Lookup requests and the responses from the various DMVs/ROV Lookup Service Provider(s).
1614	The Contractor shall provide DMV Lookup reconciliation reports that track the quantity of ROV Lookup requests by different attributes, including but not limited to:

	<ul style="list-style-type: none"> • Jurisdiction;
	<ul style="list-style-type: none"> • response (unknown at DMV, ROV provided);
	<ul style="list-style-type: none"> • ROV Lookup Service Provider;
	<ul style="list-style-type: none"> • Address status (forwarded to updated address, no forwarding address, good);
	<ul style="list-style-type: none"> • by date requested;
	<ul style="list-style-type: none"> • by date response was received and
	<ul style="list-style-type: none"> • address database used (temporary license plates, trucking, manual lookup).
1615	The Contractor shall provide ROV Lookup reports that reconcile the number of ROV Lookup requests to the invoices from the ROV Lookup Service Providers.
1616	The Contractor shall provide ROV Lookup reconciliation reports shall reconcile to appropriate financial and operations reports.

1.16.2.6. Notifications Reports

1617	The Contractor shall provide Notification reconciliation reports that track the different stages in the Notification process, including but not limited to: qualification, creation, quality review, printing, and mailing.
1618	The Contractor shall provide Notification reconciliation reports that track the quantity of Notification pieces by different attributes, including but not limited to:
	<ul style="list-style-type: none"> • qualified;
	<ul style="list-style-type: none"> • created;
	<ul style="list-style-type: none"> • quality reviewed;
	<ul style="list-style-type: none"> • printed;
	<ul style="list-style-type: none"> • distributed by Notification vendor;
	<ul style="list-style-type: none"> • Notification distribution channel;
	<ul style="list-style-type: none"> • by date qualified;
	<ul style="list-style-type: none"> • by date created;
	<ul style="list-style-type: none"> • by date quality review was performed;
	<ul style="list-style-type: none"> • by date the Notification was printed;
	<ul style="list-style-type: none"> • by date distributed;
	<ul style="list-style-type: none"> • Jurisdiction in which the license plate is registered;
	<ul style="list-style-type: none"> • Jurisdiction which the Notification was mailed to;
	<ul style="list-style-type: none"> • by batch (for example, quantity of Notification pieces processed in a certain batch of items);
	<ul style="list-style-type: none"> • by Notification item and
	<ul style="list-style-type: none"> • by Notification status (for example, bad address or paid).

1619	The Contractor shall provide Notification reconciliation reports that reconcile the Notification pieces as they move through various stages of the Notification process (for example if a piece of Notification qualified two weeks ago, where is that piece now?).
1620	The Contractor shall provide Notification tracking reports that show trends by Notification type and channel.
1621	The Contractor shall provide Notification reconciliation reports shall reconcile to appropriate financial and operations reports.

1.16.2.7. Collections Reports

The Collection Agencies will transmit payment information to the BOS via the Collections Interface. For example, when the Collection Agency #1 accepts a payment over the phone from a customer with transactions/trips in Collections, the Collection Agency will transmit that payment information which shall be Posted into the BOS.

The BOS shall have the capability to determine the source of the payment (for example, to determine if the payment was accepted from a BOS CSR or from Collection Agency #2) and record that source for tracking and reporting purposes.

1622	Provide reports that track the status of the collections efforts by individual Collection Agency and by Toll Facility, including but not limited to:
	• accounts, Notices and transactions/trips in Collections;
	• toll, fee and penalty amounts placed in Collections;
	• toll, fee and penalty collections to date;
	• source of toll, fee and penalty payment, for example Collection Agency staff, BOS staff, Lockbox Service Provider (optional), Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR;
	• outstanding toll, fee and penalty amounts;
	• adjustments and corrections;
	• any collection disputes, holds or resolution on the account;
	• open Cases associated with Collections;
	• amount received by the Collection Agency for each transaction in Collections and
• how long the account has been in Collections.	
1623	Provide Collections reports that list all Collections activity and reconcile to financial and Operations Reports including but not limited to by individual Collection Agency and by Toll Facility.
1624	Provide reports that track the Collections cost and show Collections trends and success rates by individual Collection Agency and by Toll Facility for Violation debt.
1625	Provide reports that track the Collections cost and show Collections trends and success rates by individual Collection Agency and by Toll Facility for negative account balance debt.

1.16.2.8. Registration Hold Reports

1626	The Contractor shall provide Registration Hold reports, including but not limited to:
	<ul style="list-style-type: none"> • current number and dollar value of transactions/trips associated with Registration Hold requests;
	<ul style="list-style-type: none"> • date of hold;
	<ul style="list-style-type: none"> • number of hold requests;
	<ul style="list-style-type: none"> • average number of days delinquent for Registration Hold;
	<ul style="list-style-type: none"> • current number and dollar value of accepted and denied Registration Hold;
	<ul style="list-style-type: none"> • current number and dollar value of Registration Hold terminated through quality review process;
	<ul style="list-style-type: none"> • current number and dollar value of payment on Registration Hold;
	<ul style="list-style-type: none"> • current number and dollar value of aging of transactions/trips in Registration Hold queue;
	<ul style="list-style-type: none"> • Registration Hold Notification and
	<ul style="list-style-type: none"> • current number and dollar value of Registration Hold in various Registration Hold statuses.
1627	The Contractor shall provide Registration Hold reports that list accounts and license plates where Registration Hold needs to be initiated, including but not limited to:
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • license plate number and Jurisdiction;
	<ul style="list-style-type: none"> • the date the license plate became eligible for Registration Hold;
	<ul style="list-style-type: none"> • the status of the Registration Hold;
	<ul style="list-style-type: none"> • the days in Registration Hold status and
	<ul style="list-style-type: none"> • all transaction details demonstrating the validity of the Registration Hold.
1628	The Contractor shall provide the capability to reconcile Registration Holds. For example, reconcile data which compares the BOS' records of current Registration Holds to the DMV's records.

1.16.2.9. Registration Hold Release Reports

1629	The Contractor shall provide Registration Hold release reports that list accounts and license plates where the Registration Hold needs to be released, including but not limited to:
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • license plate number and Jurisdiction;
	<ul style="list-style-type: none"> • the date the license plate became eligible for registration release;
	<ul style="list-style-type: none"> • the status of the registration release;

	<ul style="list-style-type: none"> • number and dollar value of registration release requests;
	<ul style="list-style-type: none"> • the days in registration release status and
	<ul style="list-style-type: none"> • all transaction details demonstrating the validity of the registration release.

1.16.2.10. Violations Reports

1630	<p>The Contractor shall provide Violations reports and Toll Facility, broken down by tolls, fees and penalties, including but not limited to:</p> <ul style="list-style-type: none"> • number and dollar value of Violations; • average number of days delinquent for Violations; • number and dollar value of Violations terminated through quality review process (for example, Violations determined to be ineligible for further escalation after review at any status or workflow stage); • number and dollar value of payment on Violations; • number and dollar value of aging of transactions/trips in Violations queue; • Violation Notices and • number and dollar value of Violations in various Violation statuses.
1631	<p>The Contractor shall provide Violation reports that list accounts and license plate and Jurisdiction where the Violation needs to be initiated, by Toll Facility, including but not limited to:</p> <ul style="list-style-type: none"> • account number; • license plate number and Jurisdiction; • the date the license plate became eligible for Violation; • the status of the Violations; • the days in Violation status and • all transaction details demonstrating the validity of the Violation.
1632	<p>The Contractor shall provide Violation reports that show payment trends and success rates for Violations by Toll Facility.</p>
1633	<p>The Contract shall provide a Violation report that shows the aging of all violations with the transaction count and associated value and the current collection stage.</p>
1634	<p>The Contractor shall provide a Violation report that shows the escalation stage in which violations are resolved (paid, reduced or dismissed) with the transaction count, amount paid, amount dismissed, amount reduced and amount remaining.</p>

1.16.2.11. Case Management Reports

1635	<p>The Contractor shall provide reports that list Case summary information (or details if selected), including but not limited to:</p>
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	<ul style="list-style-type: none"> • number of Cases by type;
	<ul style="list-style-type: none"> • number of Cases by Toll Facility;
	<ul style="list-style-type: none"> • Case established by, such as established by BOS, customer, or CSR;
	<ul style="list-style-type: none"> • Cases opened;
	<ul style="list-style-type: none"> • Cases closed;
	<ul style="list-style-type: none"> • Cases escalated;
	<ul style="list-style-type: none"> • number of Cases that failed to meet the Authority’s Performance Measures;
	<ul style="list-style-type: none"> • average Case handling time by priority;
	<ul style="list-style-type: none"> • longest Case handling time by priority and
	<ul style="list-style-type: none"> • number of affected accounts.
1636	<p>The Contractor shall provide reports that list the detailed Case information, including but not limited to:</p>
	<ul style="list-style-type: none"> • Case ID (i.e., uniquely identifies the Case record);
	<ul style="list-style-type: none"> • Case type;
	<ul style="list-style-type: none"> • account number, if applicable;
	<ul style="list-style-type: none"> • severity level or priority;
	<ul style="list-style-type: none"> • source of Case status;
	<ul style="list-style-type: none"> • created date;
	<ul style="list-style-type: none"> • resolved date;
	<ul style="list-style-type: none"> • number of days since creation;
	<ul style="list-style-type: none"> • number of days since last agent touch;
	<ul style="list-style-type: none"> • due date and time;
	<ul style="list-style-type: none"> • total time spent working on the Case;
	<ul style="list-style-type: none"> • total time spent by a specific user;
	<ul style="list-style-type: none"> • total time spent by a specific department;
	<ul style="list-style-type: none"> • action taken at each hand-off;
	<ul style="list-style-type: none"> • Case history;
	<ul style="list-style-type: none"> • related accounts and
	<ul style="list-style-type: none"> • Case description/free-form notes on the account.
1637	<p>The Contractor shall provide dispute (Case Type = Dispute) reconciliation reports, including but not limited to:</p>
	<ul style="list-style-type: none"> • Transponder-Based Transaction/Trip disputes;
	<ul style="list-style-type: none"> • Image-Based Transaction/Trip (I-Tolls and Violations) disputes;

	<ul style="list-style-type: none"> • payment for accepted and partially accepted disputes;
	<ul style="list-style-type: none"> • dismissed Transponder-Based Transactions/Trips;
	<ul style="list-style-type: none"> • dismissed Image-Based Transactions/Trips;
	<ul style="list-style-type: none"> • reassigned Transponder-Based Transactions/Trips and
	<ul style="list-style-type: none"> • reassigned Image-Based Transactions/Trips.
1638	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility that shall reconcile the Image-Based Transactions/Trips as the Image-Based Transactions/Trips move through various stages of the dispute process, including but not limited to:</p> <ul style="list-style-type: none"> • accepted disputes; • accepted, partially accepted and denied disputes; • dismissals and • reassignments.
1639	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility shall be provided, including but not limited to:</p> <ul style="list-style-type: none"> • dispute reasons; • dismissal reasons by type of dispute; • status of the toll when disputed; • disputes created by user; • resolution time; • number of open disputes; • number of closed disputes; • dispute Notifications received and • dispute Notifications sent.
1640	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility shall include all Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR transactions.</p>

1.16.3. Financial Management Reports

The BOS shall be capable of generating financial journals, trial balances, financial ledgers and transaction reports.

1641	<p>The Contractor shall provide for the selectable separation of reports by Interoperable Agencies, Third-Party Service Providers and/or Toll Facility, including but not limited to:</p> <ul style="list-style-type: none"> • WIC(s); • Self-Service Website; • Self-Service Mobile Application (Phase II and optional);
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	<ul style="list-style-type: none"> • IVR;
	<ul style="list-style-type: none"> • courts;
	<ul style="list-style-type: none"> • contact center;
	<ul style="list-style-type: none"> • mailroom;
	<ul style="list-style-type: none"> • Lockbox (optional);
	<ul style="list-style-type: none"> • transponder and
	<ul style="list-style-type: none"> • Collection Agency.
1642	<p>The Contractor shall provide financial journal and ledger reports that list all accounts receivables by revenue type, by Toll Facility and in summary, including but not limited to:</p> <ul style="list-style-type: none"> • Transponder-Based Transaction/Trip; • Transponder-Based Transaction/Trip by account type; • Image-Based Transaction/Trip; • Notice by transaction status or workflow stage; • adjustments; • reversals; • refunds and their dispositions and • fees.
1643	<p>The Contractor shall provide transaction and revenue reconciliation reports that track a transaction throughout the revenue cycle (from its entry into the BOS until its closure) and help identify the final resolution of each transaction, including but not limited to:</p> <ul style="list-style-type: none"> • the expected number and revenue for all transactions/trips; • Posting status; • pending status (including workflow location(s)); • termination reasons; • collected/actual revenue; • percentage collected and • variances.
1644	<p>The Contractor shall provide an annual report that provides the analysis of Credit Card and ACH fees between TCA and the Authority's for the purpose of netting these fees out the interagency toll revenue payments.</p>
1645	<p>The Contractor shall provide the capability to generate all reports by Toll Facility.</p>

1.16.3.1. Trial Balance and Financial Account Reports

The Authority will utilize reports (journal entry file exports) from the BOS to import into the Authority's financial accounting systems for the purpose of recording financial active related to the

BOS. While there is no automated interface, the Authority intends to use these journal entry file exports to record financial activities into their respective general ledgers on a daily or weekly basis.

OCTA uses the Finance Enterprise, formally known as ONESolution, financial accounting system, which requires its own file format for import into its general ledger. Furthermore, the Authority has Business Rules and revenue recognition policies which the Contractor shall consider when developing the financial processes in the system; these details shall be identified during the Implementation Phase.

1646	The Contractor shall provide file export report of all BOS Financial Account activity to be used to record revenues in the Authority’s financial systems.
1647	The Contractor shall provide the capability for the Authority to receive information in sufficient detail to record revenues at different steps in the revenue cycle. (For example, before a Violation Notice is mailed, a transaction is in the “billable” stage and in a “billable” Financial Account and when that transaction is included on a Violation Notice, it is in the “billed” stage and in a “billed” Financial Account), including but not limited to: <ul style="list-style-type: none"> • when transaction/trip is submitted to the BOS; • when billable (deemed billable but not yet billed); • when billed; • when paid (payment received from customer) and • when payment remitted to the Authority.
1648	The Contractor shall structure the Financial Accounts so revenues of one entity are not comingled with the revenues of another entity. For example, Image-Based Transaction/Trip toll revenue for one entity shall be separated in the Financial Account from Image-Based Transaction/Trip toll revenue of another entity, from Transponder-Based Transaction/Trip toll revenue and from fee revenue. Entities include the Authority and also include but are not limited to individual CTOC Agencies and the Collection Agency.
1649	The Contractor shall structure the Financial Accounts in such a way that all revenues and expenses from one Toll Facility are easily discernible from the revenues and expenses of other Toll Facilities.
1650	The Contractor shall provide trial balance reports that reconcile all Financial Accounts and confirm the credit and debit balance and show general ledger codes grouped and summarized by asset and liability.
1651	The Contractor shall provide Financial Account reports that reconcile to other transaction and financial reports.
1652	The Contractor shall provide reports summarizing like Financial Accounts (for example, all toll revenue Financial Accounts for a particular Toll Facility), including but not limited to the following timeframes: <ul style="list-style-type: none"> • month; • month-to-date; • quarter;

	<ul style="list-style-type: none"> • quarter-to-date;
	<ul style="list-style-type: none"> • year;
	<ul style="list-style-type: none"> • year-to-date;
	<ul style="list-style-type: none"> • from and to date;
	<ul style="list-style-type: none"> • from and to month and
	<ul style="list-style-type: none"> • from and to year.

1.16.3.2. Revenue Reports

1653	The Contractor shall provide a revenue report that reflects all revenue, including but not limited to:
	<ul style="list-style-type: none"> • Transponder-Based Transactions/Trips toll revenue;
	<ul style="list-style-type: none"> • Image-Based Transactions/Trips toll revenue;
	<ul style="list-style-type: none"> • all fees and
	<ul style="list-style-type: none"> • penalties.
1654	The Contractor shall provide a report that details potential lost revenue by status or workflow stage, as well as reasons for potential loss, such as a report listing those transactions/trips which still possess a receivable balance and have been placed on hold.

1.16.3.3. Payment Reports

1655	The Contractor shall provide a payments report that reflects all payments, including but not limited to:
	<ul style="list-style-type: none"> • Transponder-Based Transactions/Trips toll revenue;
	<ul style="list-style-type: none"> • Image-Based Transactions/Trips toll revenue;
	<ul style="list-style-type: none"> • prepayments;
	<ul style="list-style-type: none"> • all fees and
	<ul style="list-style-type: none"> • penalties.
1656	Payment reports shall reconcile to reports provided by the various interfaces, including but not limited to:
	<ul style="list-style-type: none"> • Credit Card processor;
	<ul style="list-style-type: none"> • Collections;
	<ul style="list-style-type: none"> • Interoperable Agencies;
	<ul style="list-style-type: none"> • bank deposits, and
	<ul style="list-style-type: none"> • Lockbox payments, if utilized.

1657	The Contractor shall provide an unallocated payments report that lists all payments that could not be associated with a transaction with sufficient detail for payment research, such as the ability to back-out and re-apply against outstanding receivable.
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1.16.3.4. Registered Account Reports

1658	The Contractor shall provide a report that reflects the prepaid balance in each account as of a point in time.
1659	The Contractor shall provide a report that reflects all replenishments to Registered accounts over a period of time.
1660	The Contractor shall provide a report that reflects all usage of prepaid funds over a period of time.
1661	The Contractor shall provide a report that reflects all adjustments to accounts over a period of time (for example, adjustments would include any transaction that affects an account balance that is not included on a replenishment report or a usage report).
1662	The Contractor shall provide a report that compares the calculated prepaid balance by account to the prepaid balance per the BOS at any point in time (for example, the calculated prepaid balance is the sum of the account balance as of the first day of the month plus replenishments less usage and plus/minus adjustments that occur during the month, compared to the BOS balance as of the end of the month). Variances shall be identified at the account level.

1.16.3.5. Receivable Reports

1663	<p>The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees and penalties) for each status or workflow stage, by Toll Facility, including but not limited to:</p> <ul style="list-style-type: none"> • in process (not yet charged to account); • charged to account (but not yet invoiced or included on a Violation Notice); • Notice of Toll Evasion Violation; • Notice of Delinquent Toll Evasion Violation; • Collection Agency; • Registration Hold and • court.
1664	<p>The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees, penalties) by number of days past due and Toll Facility, including but not limited to:</p> <ul style="list-style-type: none"> • in process (not yet Posted to an account); • Posted to an account (but not yet invoiced or sent a Violation Notice); • current due (invoiced or sent a Violation Notice but not yet past due); • past due 1-30 days;

	<ul style="list-style-type: none"> • past due 31-60 days;
	<ul style="list-style-type: none"> • past due 61-90 days;
	<ul style="list-style-type: none"> • past due 91-120 days;
	<ul style="list-style-type: none"> • past due 121-180 days;
	<ul style="list-style-type: none"> • past due 181 days -12 months;
	<ul style="list-style-type: none"> • past due 12-24 months;
	<ul style="list-style-type: none"> • past due 24-36 months;
	<ul style="list-style-type: none"> • past due 36-48 months;
	<ul style="list-style-type: none"> • past due 48-60 months and
	<ul style="list-style-type: none"> • past due > 60 months.
1665	The Contractor shall provide invoicing summary reports by Toll Facility, detailing the composition of transactions/trips appearing on Violation Notices by Toll Facility.
1666	The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notice transactions, including but not limited to counts and amounts for:
	<ul style="list-style-type: none"> • Violation Notices generated;
	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • dismissals;
	<ul style="list-style-type: none"> • status or workflow stage and
	<ul style="list-style-type: none"> • re-issued.

1.16.3.6. Collection Agencies Reports

1667	The Contractor shall provide reports that track the status of Collections activities, by individual Collection Agency and by Toll Facility, including but not limited to:
	<ul style="list-style-type: none"> • number and dollar value of Collections Placements in Collections;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips in Collections;
	<ul style="list-style-type: none"> • number and dollar value of Collections Placements successfully collected;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips successfully collected;
	<ul style="list-style-type: none"> • outstanding amounts (total and separated by fees, penalties and tolls);
	<ul style="list-style-type: none"> • amounts collected (total and separated by fees, penalties and tolls) by payment source (BOS, Collection Agency #1 or Collection Agency #2);
	<ul style="list-style-type: none"> • length of time in Collections;
	<ul style="list-style-type: none"> • accounts recalled from Collections (total and separated by fees, penalties and tolls);

	<ul style="list-style-type: none"> • transactions/trips recalled from Collections (total and separated by fees, penalties and tolls);
	<ul style="list-style-type: none"> • accounts returned uncollectible;
	<ul style="list-style-type: none"> • transactions/trips returned uncollectible and
	<ul style="list-style-type: none"> • success rate.
1668	The Contractor shall provide Collections inventory reports that reconcile to Collections monthly inventory by Collection Agency, and provide status on Collections, including but not limited to:
	<ul style="list-style-type: none"> • number and dollar value of outstanding accounts in Collections at the beginning of the month;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips in Collections at the beginning of the month;
	<ul style="list-style-type: none"> • number and dollar value of accounts added during the month;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips added during the month;
	<ul style="list-style-type: none"> • number and dollar value of accounts returned at the end of the month, by type;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips returned at the end of the month, by type;
	<ul style="list-style-type: none"> • number and dollar value of outstanding accounts in Collections at the end of the month;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips in Collections at the end of the month and
	<ul style="list-style-type: none"> • outstanding amount in Collections at the end of the month.

1.16.3.7. Write-Off Reports

1669	The Contractor shall provide a listing of all eligible and processed Write-Offs and their disposition (such as sent to the Authority for approval, Approved by the Authority, processed), by Toll Facility and in summary, broken down by toll, fee and penalty including but not limited to: all account-level and transaction-level Write-Offs and prior year Write-Offs paid in current year with a breakdown by selectable period for each year.
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1.16.3.8. CTOC Reports

1670	The Contractor shall provide all Interoperable Agency and Toll Facility Reports described in Attachment A: WRTO and CTOC Technical Specifications for Interagency Electronic Data Interchange. The Interoperable reports provided in the BOS shall be updated and modified to be in compliance with the Interoperable Agency Interface specifications.
1671	The Contractor shall provide reports on the status of Interoperable reports and file transmissions to all Toll Facilities, such as files expected but not received, issues with file transmissions/data, etc.
1672	The Contractor shall provide the following reports:

	<ul style="list-style-type: none"> • summary report;
	<ul style="list-style-type: none"> • Interoperable Agency discrepancy;
	<ul style="list-style-type: none"> • adjustments report (Interoperable Agency) and
	<ul style="list-style-type: none"> • Toll Facility discrepancy report.

1.16.4. Operations Reports

1.16.4.1. Operations Management Reports

Operations management reports shall provide insight into the review and management of operations and assess performance.

1673	The Contractor shall provide real-time operations reports.
1674	The BOS shall provide the capability to drill-down to the details for a selected transaction, including the image associated with the license plate if applicable.
1675	The Contractor shall provide BOS performance reports that track the performance of CSC Operations, including but not limited to:
	<ul style="list-style-type: none"> • customer contacts, mail handling and Violation Notification response;
	<ul style="list-style-type: none"> • Case handling;
	<ul style="list-style-type: none"> • first contact resolution;
	<ul style="list-style-type: none"> • transponder Fulfillment;
	<ul style="list-style-type: none"> • payments processed;
	<ul style="list-style-type: none"> • customer disbursements processed;
	<ul style="list-style-type: none"> • Interoperable Agency settlements processed;
	<ul style="list-style-type: none"> • returned payments processed;
	<ul style="list-style-type: none"> • chargebacks processed;
	<ul style="list-style-type: none"> • payment plans initiated and
	<ul style="list-style-type: none"> • balancing and reconciliation.
1676	The Contractor shall provide staff performance reports that track the performance of individual Authorized Users over a period of time (for example, daily weekly and monthly) including but not limited to:
	<ul style="list-style-type: none"> • customer contacts, mail handling and Notification response;
	<ul style="list-style-type: none"> • Case handling;
	<ul style="list-style-type: none"> • first contact resolution;
	<ul style="list-style-type: none"> • transponder Fulfillment;
	<ul style="list-style-type: none"> • payments processed;
	<ul style="list-style-type: none"> • customer disbursements processed;

	<ul style="list-style-type: none"> • Interoperable Agency settlements processed;
	<ul style="list-style-type: none"> • returned payments processed;
	<ul style="list-style-type: none"> • chargebacks processed;
	<ul style="list-style-type: none"> • payment plans initiated and
	<ul style="list-style-type: none"> • balancing and reconciliation.

1.16.4.2. Self-Service Website Reports

1677	<p>The Contractor shall provide Self-Service Website activity reports that list all activity associated with the Self-Service Website, and enable operations to assess the Self-Service Website’s effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> • number of accounts setup via the Self-Service Website; • account statements accessed; • account Maintenance activities; • payments; • disputes; • Cases opened; • Violation Notice inquires and • other general information.
1678	<p>The Contractor shall provide reporting on the Self-Service Website usage, including but not limited to:</p> <ul style="list-style-type: none"> • number of individual hits by screen; • number of page views; • number of repeat visitors versus new visitors; • bounce rate; • number of updates made to accounts and • number of functional processes, for example Violation Notice payments.

1.16.4.3. Self-Service Mobile Application Reports (Phase II and optional)

1679	<p>The Contractor shall provide Self-Service Mobile Application activity reports that list all activity associated with the Self-Service Mobile Application, and enable operations to assess the Self-Service Mobile Application’s effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> • number of accounts setup via the Self-Service Mobile Website; • account statements accessed; • account Maintenance activities; • payments;
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	<ul style="list-style-type: none"> • disputes;
	<ul style="list-style-type: none"> • Cases opened;
	<ul style="list-style-type: none"> • Notice inquires and
	<ul style="list-style-type: none"> • other general information.
1680	<p>The Contractor shall provide reporting on the Self-Service Mobile Website usage, including but not limited to:</p> <ul style="list-style-type: none"> • number of individual hits by screen; • number of page views; • number of repeat visitors versus new visitors; • bounce rate; • number of updates made to accounts and • number of functional processes, for example account replenishments.

1.16.4.4. Contact Center Reports

1681	<p>The Contractor shall provide contact center reports that help determine how the Contact center is functioning and its effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> • quality score rating for CSRs; • average talk time; • number of calls offered to CSRs; • number of calls answered by CSRs; • number of calls abandoned; • average time before abandonment; • service level (what percentage of the calls are answered within the agreed-upon timeframe, such as what percentage of calls are answered within 60 seconds); • average speed of answer; • abandon rate; • CSR availability; • account Maintenance activities; • payments processed; • transaction history accessed; • requested customer support and • obtained general information.
1682	<p>The Contractor shall provide other performance reports to monitor, including but not limited to:</p>

	<ul style="list-style-type: none"> total number of calls taken by the IVR System;
	<ul style="list-style-type: none"> total number of calls taken using virtual queuing;
	<ul style="list-style-type: none"> total number of calls taken by the CSR (separate by Spanish and English);
	<ul style="list-style-type: none"> the number of and average length of calls handled for each line;
	<ul style="list-style-type: none"> the average and maximum wait time for each line;
	<ul style="list-style-type: none"> the time taken for a CSR to answer a call once that option is selected and
	<ul style="list-style-type: none"> the number of times a given menu is repeated consecutively during a given call.
1683	The Contractor shall provide other performance reports to monitor emails, including but not limited to:
	<ul style="list-style-type: none"> number of emails received CSRs;
	<ul style="list-style-type: none"> number of emails answered by group or individual CSRs;
	<ul style="list-style-type: none"> number of emails unanswered;
	<ul style="list-style-type: none"> average speed of answer by time period, daily, weekly, monthly;
	<ul style="list-style-type: none"> CSR availability and email purpose.
1684	The Contractor shall provide other performance reports to monitor chats, including but not limited to:
	<ul style="list-style-type: none"> number of chats offered to CSRs;
	<ul style="list-style-type: none"> number of chats answered by CSRs;
	<ul style="list-style-type: none"> number of chats abandoned;
	<ul style="list-style-type: none"> average speed of answer by time period, daily, weekly, monthly;
	<ul style="list-style-type: none"> CSR availability and chat purpose.
1685	The Contractor shall provide other performance reports to monitor texting, including but not limited to:
	<ul style="list-style-type: none"> number of texts offered to CSRs;
	<ul style="list-style-type: none"> number of texts answered by CSRs;
	<ul style="list-style-type: none"> number of texts unanswered;
	<ul style="list-style-type: none"> average speed of answer by time period, daily, weekly, monthly;
	<ul style="list-style-type: none"> CSR availability and Text purpose.

1.16.4.5. Print/Mail Reports

1686	The Contractor shall provide reports that allow operations to monitor the Print/Mail House Service Provider (optional) and/or Contractor performance against agreed to Performance Measures and manage USPS mailing activities, including but not limited to:
	<ul style="list-style-type: none"> • quantity of Notification per type;
	<ul style="list-style-type: none"> • mailing time since receipt of files;
	<ul style="list-style-type: none"> • Notifications rejected and not mailed with reasons and • Exceptions.
1687	The Contractor shall provide reports that show trends as they relate to USPS mailing operations workflow performance (volumes and amounts printed and mailed), including but not limited to:
	<ul style="list-style-type: none"> • Notification for each page limit (for example one-page, two-page, etc.);
	<ul style="list-style-type: none"> • additional inserts;
	<ul style="list-style-type: none"> • printing and mailing exceptions;
	<ul style="list-style-type: none"> • returned mail, with and without forwarding address;
	<ul style="list-style-type: none"> • bad address and • performance against the agreed upon Performance Measures as a percentage by type of Notification.
1688	The Contractor shall provide reports that can be used to reconcile/verify invoices from the Print/Mail House Service Provider (optional).

1.16.4.6. BOS Management Reports

1689	The Contractor shall provide reports that allow for transaction/trip reconciliation of the BOS, including but not limited to:
	<ul style="list-style-type: none"> • transactions/trips exchanged with the ETTM System;
	<ul style="list-style-type: none"> • transactions/trips Posted to accounts and • transactions/trips exchanged with Interoperable Agencies.

1.16.4.7. Contractor Performance Requirements Reports

Contractor Performance Measures reports shall assist the Authority and the Contractor in tracking, management, and assessing of the Contractor against the Performance Measures. The reports shall be designed and Approved during the Reports Design Workshop.

1690	The Contractor shall provide BOS-generated reports that allow Authorized Users to monitor performance to date against each of the Performance Measures. For example, the month to date and year to date performance against any individual Performance Measure.
1691	To the extent possible the reports shall automatically calculate the actual performance against the required Performance Measure(s).

1692	The Contractor shall provide the capability to select a random sample of the work for review and audit including but not limited to:
	<ul style="list-style-type: none"> • provide hyperlinked report reflecting a random sample of a certain number of Cases over a certain period of time (for example, 100 Cases which were opened or closed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each Case and
	<ul style="list-style-type: none"> • provide hyperlinked report reflecting a random sample of a certain number of adjusted or reversed transactions/trips over a certain period of time (for example, 100 transactions/trips that were dismissed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each dismissal.

1.16.4.8. ETTM Contractor Performance Measures Reports

ETTM System Contractor Performance Measures reports shall assist the Authority, the Contractor and the ETTM System Contractor in tracking, management, and assessing of the ETTM System Contractor against a subset of their Performance Measures. The ETTM System Contractor has the responsibility to provide for the majority of their Performance Measures Reporting. The report shall be designed and Approved during the Reports Design Workshop.

1693	The Contractor shall provide reports that allow Authorized Users to monitor the ETTM System Contractor performance to date against a subset of the ETTM System Requirements Performance Measures.
1694	The Contractor shall provide ETTM System Contractor performance reports which track the performance of the ETTM System, including but not limited to:
	<ul style="list-style-type: none"> • exchange of data and files between the ETTM System and the BOS and
	<ul style="list-style-type: none"> • results of all BOS and CSC Operations Contractor QA activities (for example, trip building and image processing accuracy).

1.16.5. Interface Reconciliation Reports

1.16.5.1. General Requirements for Interface Reconciliation Reports

The BOS interfaces with various other systems and Third-Party Service Providers, as such, reconciliation of the data transfer process and exception identification are critical elements of the BOS. In Interfaces where the BOS initiates the file transfer process, the BOS shall track the successful creation of the file as required by the schedule (Configurable), the successful transfer of the file, the acknowledgement by the third-party of the successful receipt and processing of the file, the receipt of the reconciliation or response file from the third-party and the BOS's successful receipt, processing and acknowledgment of the response file. A similar tracking and reporting shall be provided when the BOS is the recipient of the transfer process. Reconciliation reports shall reconcile to other BOS and financial reports and shall meet the following Requirements.

These reconciliation reports shall be provided in addition to, and not in lieu of, automated reconciliation processes as described in the Requirements.

1.16.5.2. Reconciliation with ETTM System Transactions, Reconciliation Files and Images Reports

These reports shall allow the balancing and reconciliation of transactions/trips and images throughout the revenue cycle, identify variances and errors and assist in investigating the problems, thus minimizing lost revenue. Such reports shall help identify trends in the flow of transactions, their final termination and reconciliation to the ETTM System. The transmission of the Transponder Status List files received from the Interoperable Agencies and the home Transponder Status List to the ETTM System also shall be tracked.

1695	The Contractor shall provide transaction and image reconciliation reports that help identify issues, including but not limited to: transmission errors, data validity errors, missing images, missing transactions, traffic and transaction trends and exceptions.
1696	The Contractor shall provide transaction transmission reconciliation reports that help validate that all transactions/trips transmitted by the ETTM System made it to the BOS and are correctly processed. These reports also shall validate that all other transmissions made by the ETTM System were successfully received by the BOS and that all transmissions made by the BOS are successfully received by the ETTM System.
1697	The Contractor shall provide daily transaction transmission reconciliation reports that list all the transactions/trips transmitted to the BOS, the number of transactions/trips and the time these transactions/trips were acknowledged by the BOS. These reports also shall list the transactions/trips transmitted to the BOS that were rejected, the status of the re-transmission and records that were identified as exceptions by the receiving entity.
1698	The Contractor shall provide transaction/trip transmission reconciliation reports that summarize the transactions/trips (quantity, amount, Posting status and Posted/paid amounts) by Payment Type that can be validated against ETTM System reports.
1699	The Contractor shall provide image transmission reconciliation reports that help validate that all images and associated transactions/trips transmitted by the ETTM System were successfully received by the BOS. The reports shall list all the transaction images transmitted to the BOS, the number of images and data set in each file, as well as the time these files were acknowledged by the BOS.
1700	The Contractor shall provide image transmission reconciliation reports that list the transactions/trips transmitted to the BOS that were rejected and the status of the re-transmission and images identified as exceptions by the BOS.
1701	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with the Financial Account reports and ETTM Systems reports.
1702	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with accounts receivable and revenue reports for all transactions.
1703	The Contractor shall provide reports that track the receipt of the TSL to the ETTM Systems.

1.16.5.3. Reconciliation with Interoperable Agencies Reports

Interoperability reports are provided to assist in reconciling transaction/trips and financial settlement with Interoperable agencies.

1704	The Contractor shall provide all CTOC reports based on the most recent ICD at the time of Go-Live. The current CTOC ICD is in Attachment A: WRTO and CTOC Technical Specifications for Interagency Electronic Data Interchange.
1705	The Contractor shall provide all CTOC type reports for all interoperable and other service related transactions/trips processed by TCA.

1.16.5.4. Reconciliation with ROV Lookup Source(s) Reports

The BOS shall Interface directly with one or more ROV Lookup sources including multiple direct DMV connections and a third-party ROV Lookup Provider to obtain vehicle registration information. The California DMV Interface shall also be used for the placement and removal of Registration Holds. The exchange of information and status shall be tracked and reported. Reports provided by the BOS shall match the transactional data provided to the applicable ROV Lookup Service Provider.

1706	The Contractor shall provide reports that track the transmission of each vehicle registration lookup request, acknowledgment and response to each request. Data shall include the processing status of each record, including re-transmission and response code for each ROV Lookup Service Provider (initially California, Arizona, Oregon and Nevada DMVs and the Contractor-selected ROV Lookup Provider).
1707	The Contractor shall provide reports that help identify license plates, including but not limited to: <ul style="list-style-type: none"> • by Jurisdiction; • by license Plate Type including temporary plates; • license plates for which no registration data is provided; • reason that no registration data is provided; • license plates that have no registration data after an established period of time (Configurable); • problematic license Plate Types and • exceptions that need to be investigated (Cases).
1708	The Contractor shall provide reports that provide ROV Lookup request and response trends by ROV Lookup Service Provider, Jurisdiction, date and license Plate Type.
1709	The Contractor shall provide reports that reconcile Registration Hold requests with applicable DMV(s) initially California, including but not limited to: <ul style="list-style-type: none"> • number of Registration Hold requests; • number of Registration Holds placed; • number of Registration Hold requests rejected; • reason that the Registration Hold request was rejected; • exceptions that need to be investigated (Cases). • number of payments received at DMV;

	<ul style="list-style-type: none"> • dollar amount of payments received at DMV;
	<ul style="list-style-type: none"> • payments amount received from DMV and
	<ul style="list-style-type: none"> • number of Registration Holds released;
1710	The Contractor shall provide reports that track Registration Hold statuses and any discrepancies between the status per the BOS and the status per the DMV or out-of-state DMV.

1.16.5.5. Reconciliation with Rental Car Companies Reports

The BOS utilizes the rental car company file exchange process (in addition to what rental car companies can perform on the Self-Service Website Portal) to maintain the vehicle database. File uploads also shall be used to obtain/update vehicle license plates.

1711	The Contractor shall provide the same reports for rental cars processed through TCA.
1712	The Contractor shall provide reports that track the vehicle license plate information provided by the rental car company, including but not limited to:
	<ul style="list-style-type: none"> • files transmitted or loaded;
	<ul style="list-style-type: none"> • license plates added;
	<ul style="list-style-type: none"> • license plates identified as exceptions;
	<ul style="list-style-type: none"> • effective beginning and end dates/times of the license plates;
	<ul style="list-style-type: none"> • updates made to the license plate information and
	<ul style="list-style-type: none"> • the processing status of the license plates.
1713	The Contractor shall provide reports that track the rental information provided by the rental car company, including but not limited to:
	<ul style="list-style-type: none"> • files transmitted or loaded;
	<ul style="list-style-type: none"> • Image-Based Transactions/Trips against license plate and/or renter/operator for rental period;
	<ul style="list-style-type: none"> • outstanding amounts;
	<ul style="list-style-type: none"> • vehicle status (Registration Hold);
	<ul style="list-style-type: none"> • Notices and Alerts;
	<ul style="list-style-type: none"> • status or workflow stage and
	<ul style="list-style-type: none"> • exceptions.
1714	The Contractor shall provide reports that reconcile to Image-Based Transaction/Trip noticing and financial reports.
1715	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity on rental car company license plates.
1716	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity by license plate.

1.16.5.6. Merchant Account Reconciliation with Merchant Service Provider Reports

The BOS shall Interface with the Merchant Service Provider for processing Credit Card payments and refunds.

1717	<p>The BOS shall balance and reconcile every record processed, including but not limited to:</p> <ul style="list-style-type: none"> • payments (sales); • voids; • refunds; • exceptions and • chargebacks, chargeback reversals and replenishment.
1718	<p>The BOS shall load and process the Merchant Service Provider reconciliation files in support of the detailed reconciliation.</p>
1719	<p>The Contractor shall provide reports that track the Credit Card files transmitted to the Merchant Service Provider in batch mode and/or records transmitted in real-time, including but not limited to:</p> <ul style="list-style-type: none"> • number of payments; • chargebacks, chargeback reversals and replenishments; • refunds; • reversals; • adjustments; • errors; • authorizations; • settlements; • payment source; • Credit Card type; • processed amounts; • process status (for example accepted, declined); • counts and amounts reported by the Merchant Service Provider for each transaction type; • counts and amounts reported by the Merchant Service Provider for each card type; • variances; • declined reasons; • date and time of transmission; • Credit Card account number in PCI-compliant format;

	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • number of attempts and
	<ul style="list-style-type: none"> • processing fees.
1720	<p>The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:</p>
	<ul style="list-style-type: none"> • records in the file;
	<ul style="list-style-type: none"> • response received;
	<ul style="list-style-type: none"> • errors;
	<ul style="list-style-type: none"> • no response;
	<ul style="list-style-type: none"> • retries;
	<ul style="list-style-type: none"> • old expiration date;
	<ul style="list-style-type: none"> • new expiration date;
	<ul style="list-style-type: none"> • Credit Card account number in PCI-compliant format;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • current account balance (receivable or prepaid);
	<ul style="list-style-type: none"> • status of update;
	<ul style="list-style-type: none"> • exceptions and
	<ul style="list-style-type: none"> • account Alerts.
1721	<p>The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:</p>
	<ul style="list-style-type: none"> • records in the file;
	<ul style="list-style-type: none"> • response received;
	<ul style="list-style-type: none"> • errors;
	<ul style="list-style-type: none"> • no response;
	<ul style="list-style-type: none"> • retries;
	<ul style="list-style-type: none"> • old information;
	<ul style="list-style-type: none"> • new information;
	<ul style="list-style-type: none"> • Credit Card account number in PCI-compliant format;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • current account balance (receivable or prepaid);
	<ul style="list-style-type: none"> • status of update;
	<ul style="list-style-type: none"> • exceptions and
	<ul style="list-style-type: none"> • account Alerts.

1722	The Contractor shall provide reports that display Credit Card payment processing fees, including but not limited to:
	<ul style="list-style-type: none"> • card type;
	<ul style="list-style-type: none"> • transaction type;
	<ul style="list-style-type: none"> • quantity processed;
	<ul style="list-style-type: none"> • amount processed;
	<ul style="list-style-type: none"> • per-transaction fees and • percentage fees.
1723	The Contractor shall provide reports that display Credit Card payment processing trends, including but not limited to:
	<ul style="list-style-type: none"> • card type;
	<ul style="list-style-type: none"> • amount processed;
	<ul style="list-style-type: none"> • amount declined;
	<ul style="list-style-type: none"> • quantity;
	<ul style="list-style-type: none"> • number of errors;
	<ul style="list-style-type: none"> • transaction type (for example, payment, replenishment, reversal, refund);
	<ul style="list-style-type: none"> • fees and • percentages.
1724	The Contractor shall provide reports that balance to financial reports.
1725	The Contractor shall provide reports that balance to settlement reports.
1726	The Contractor shall provide reports that balance to account reports.
1727	The Contractor shall provide reports that balance to operations (CSR, Website, IVR) reports.
1728	The Contractor shall provide reports that validate compliance to the Performance Measures and note the exceptions.

1.16.5.7. Reconciliation with Credit Card Update Service Provider Reports

1729	The Contractor shall provide reports that reflect successful or unsuccessful transmission of update files.
1730	The Contractor shall provide reports that reflect the number of updates requested from the Credit Card update service provider.
1731	The Contractor shall provide reports that reflect the number of updated Credit Card files received from the Credit Card update service provider.
1732	The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:
	<ul style="list-style-type: none"> • records in the file;

	<ul style="list-style-type: none"> • response received;
	<ul style="list-style-type: none"> • errors;
	<ul style="list-style-type: none"> • no response;
	<ul style="list-style-type: none"> • retries;
	<ul style="list-style-type: none"> • old expiration date;
	<ul style="list-style-type: none"> • new expiration date;
	<ul style="list-style-type: none"> • Credit Card account number in PCI-compliant format;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • current account balance (receivable or prepaid);
	<ul style="list-style-type: none"> • status of update;
	<ul style="list-style-type: none"> • exceptions and
	<ul style="list-style-type: none"> • account Alerts.
1733	<p>The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:</p>
	<ul style="list-style-type: none"> • records in the file;
	<ul style="list-style-type: none"> • response received;
	<ul style="list-style-type: none"> • errors;
	<ul style="list-style-type: none"> • no response;
	<ul style="list-style-type: none"> • retries;
	<ul style="list-style-type: none"> • old information;
	<ul style="list-style-type: none"> • new information;
	<ul style="list-style-type: none"> • Credit Card account number in PCI-compliant format;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • current account balance (receivable or prepaid);
	<ul style="list-style-type: none"> • status of update;
	<ul style="list-style-type: none"> • exceptions and
	<ul style="list-style-type: none"> • account Alerts.

1.16.5.8. Reconciliation with the Authority's Bank Reports

All payments and funds received by the BOS are deposited in the Authority's Bank Accounts. The Authority requires the capture of all deposit data in the BOS. Fees for services provided also must be reflected separately in the reporting.

1734	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile files received from and sent to the banks have been processed.
1735	The Contractor shall provide reports that support and identify source of errors, variances and exceptions.
1736	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile expected revenue to the actual revenue for each account established by the BOS.
1737	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to the financial reports.
1738	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to payments received by the BOS from various entities, such as Interoperable Agencies, Credit Card processor and Lockbox Service Provider (optional).
1739	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various agencies.
1740	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various entities, such as Interoperable Agencies and customer refunds.
1741	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to the bank statements provided by the bank, including but not limited to:
	<ul style="list-style-type: none"> • beginning balance;
	<ul style="list-style-type: none"> • activities for the month (such as payments, adjustments and checks cleared);
	<ul style="list-style-type: none"> • deposits in transit;
	<ul style="list-style-type: none"> • outstanding checks;
	<ul style="list-style-type: none"> • reconciling items and
	<ul style="list-style-type: none"> • ending balance.

1.16.5.9. Reconciliation with Collections Reports

The Contractor shall utilize collection services to pursue Image-Based Transactions/Trips and other unpaid receivable balances.

1742	Reports provided by the BOS shall track:
	<ul style="list-style-type: none"> • the transmission of files;
	<ul style="list-style-type: none"> • Collections Placements in Collections by Collection Agency;
	<ul style="list-style-type: none"> • collections aging and
	<ul style="list-style-type: none"> • performance of each Collection Agency.
1743	The Contractor shall provide reports that track the transmission of the collection files and Collections responses including but not limited to:
	<ul style="list-style-type: none"> • number and dollar value of accounts by account type in the Collections file;
	<ul style="list-style-type: none"> • outstanding amounts (fees, penalties and Tolls);

	<ul style="list-style-type: none"> • number and dollar value of Collections Placements;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips;
	<ul style="list-style-type: none"> • number of responses received and
	<ul style="list-style-type: none"> • number of errors.

1.16.5.10. Reconciliation with California FTB Tax Intercept Program Reports

The Contractor shall utilize the California FTB to pursue Image-Based Transactions/Trips and other unpaid receivable balances.

1744	Reports provided by the BOS shall track:
	<ul style="list-style-type: none"> • the transmission of files;
	<ul style="list-style-type: none"> • debts placed with FTB;
	<ul style="list-style-type: none"> • debt at FTB aging and
	<ul style="list-style-type: none"> • performance of FTB.
1745	The Contractor shall provide reports that track the transmission of files and FTB responses, including but not limited to:
	<ul style="list-style-type: none"> • number and dollar value of accounts by account type in the FTB file;
	<ul style="list-style-type: none"> • outstanding amounts (fees, penalties and tolls);
	<ul style="list-style-type: none"> • number and dollar value of FTB Placements;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips;
	<ul style="list-style-type: none"> • number of responses received and
	<ul style="list-style-type: none"> • number of errors.

1.16.5.11. Reconciliation with Lockbox Reports (optional)

All payments and funds received by the Lockbox Service Provider (if elected) are deposited in the Authority’s Bank Accounts. The Authority requires the capture of all deposit data in the BOS. If the Contractor provides a Lockbox Service Provider, the following applies:

1746	The Contractor shall provide reports that track Lockbox Service Provider payments (summary and detail), including but not limited to:
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • Payment Type;
	<ul style="list-style-type: none"> • number of payments;
	<ul style="list-style-type: none"> • payment amounts;
	<ul style="list-style-type: none"> • payment dates;
	<ul style="list-style-type: none"> • document type;

	<ul style="list-style-type: none"> • document number;
	<ul style="list-style-type: none"> • amount exceptions;
	<ul style="list-style-type: none"> • account exceptions and
	<ul style="list-style-type: none"> • other exceptions.
1747	The Contractor shall provide reports that balance to financial reports.
1748	The Contractor shall provide reports that balance to settlement reports.
1749	The Contractor shall provide reports that balance to account reports.
1750	The Contractor shall provide reports that display payment trends.

1.16.5.12. Reconciliation with Print/Mail House Service Provider Reports (optional)

The Contractor may utilize the services of third-party Print/Mail House Service Provider(s) to mail Notifications to customers. The reconciliation of the Notifications transmitted to the Print/Mail House Service Provider(s) and tracking of mailing date is critical to the CSCBOS operations.

1751	The Contractor shall provide reports that track the Notification files and the Print/Mail House Service Provider responses, including but not limited to:
	<ul style="list-style-type: none"> • number of records transmitted;
	<ul style="list-style-type: none"> • number of responses received;
	<ul style="list-style-type: none"> • number of bad addresses and
	<ul style="list-style-type: none"> • number of corrections made.
1752	The Contractor shall provide reports that track the Notification files transmitted to the Print/Mail House Service Provider, including but not limited to:
	<ul style="list-style-type: none"> • Notification type quantity and total dollar value;
	<ul style="list-style-type: none"> • number of Violation Transactions/Trips and fees and penalties in each Notice;
	<ul style="list-style-type: none"> • date transmitted;
	<ul style="list-style-type: none"> • response on each Notification;
	<ul style="list-style-type: none"> • processing status of each Notification;
	<ul style="list-style-type: none"> • date of printing;
	<ul style="list-style-type: none"> • date of mailing;
	<ul style="list-style-type: none"> • number of pages;
	<ul style="list-style-type: none"> • Notifications that were not mailed;
	<ul style="list-style-type: none"> • mailing exceptions (such as duplicate mailing or Notification missing elements);
	<ul style="list-style-type: none"> • cancelled requests;
	<ul style="list-style-type: none"> • re-prints and
<ul style="list-style-type: none"> • re-transmissions. 	

1.16.6. Data Analytics (Business Intelligence) (Phase II and Optional)

The Commercial Off-the-Shelf (COTS) data analytics Software will be used in conjunction with the data warehouse to provide data analytics (business intelligence).

1753	The Contractor shall provide a COTS data analytics solution that works in conjunction with the data warehouse.
1754	The Contractor shall provide the capability for the analysis of multi-dimensional data sets, arrays and data cubes using an online analytical processing (OLAP) tool.
1755	The Contractor shall provide 10 pre-defined analytics reports (to be determined during a post-Go-Live Phase II period).
1756	The Contractor shall provide the capability for Authorized Users to display, print and export to reports and presentations the results of analysis in multiple formats, including but not limited to:
	<ul style="list-style-type: none"> • all standard forms of tabular reporting;
	<ul style="list-style-type: none"> • all standard forms of graphs;
	<ul style="list-style-type: none"> • all standard forms of charts and • maps by ZIP code, city, county, state and country.
1757	The Contractor shall provide customized, graphical, reporting templates for the display, printing and export of information into reports and presentations.
1758	The Contractor shall provide the capability for Authorized Users to do self-service data queries and analysis.
1759	The Contractor shall provide the capability to produce analytical reporting so activity on the complete Express Lanes by any combination of the following parameters in both report and data query format, including but not limited to:
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • account status;
	<ul style="list-style-type: none"> • customer account demographic information;
	<ul style="list-style-type: none"> • CSC operational customer service data;
	<ul style="list-style-type: none"> • customer Notifications information;
	<ul style="list-style-type: none"> • payments type;
	<ul style="list-style-type: none"> • vehicle type;
	<ul style="list-style-type: none"> • Interoperable or home customers; • revenue type;

	<ul style="list-style-type: none">• Transponder-Based Transactions/Trips;
	<ul style="list-style-type: none">• Image-Based Transactions/Trips;
	<ul style="list-style-type: none">• Plate Type;
	<ul style="list-style-type: none">• Violations;
	<ul style="list-style-type: none">• I-Tolls;
	<ul style="list-style-type: none">• time period (for example, day, week, month, year);
	<ul style="list-style-type: none">• time of day and
	<ul style="list-style-type: none">• day of week of the transaction.

Exhibit B

Volume III: Customer Service Center (CSC) Operations

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1. SCOPE OF WORK AND REQUIREMENTS

The following subsections describe the Scope of Work and Requirements for the CSC Operations. These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and work functions. The intent of these “including but not limited to” lists is to indicate to the proposer the intent and scope of the Requirement.

1.1. Operational Requirements

1.1.1. General Requirements

This section lists the high-level operations Requirements.

1	The Contractor shall provide all management, system Maintenance, supervisory, financial and CSC Operations staff, including qualified management, professional and clerical personnel, to professionally operate and administer the Authority’s CSC Operations in a manner that meets all required Performance Measures.
2	The Contractor shall put in place the organizational structure and headcount required to meet these Requirements.
3	The Contractor shall be responsible for all providing all consumables (other than those explicitly stated to paid for by the Authority). Costs of consumables shall be included in the Contractor’s Price Proposal.
4	At the Authority’s direction, the Contractor shall perform the Work required herein for any new Toll Facilities that may be implemented during the Operations and Maintenance Phase.

1.1.2. I-405 CSC and WIC Facility

The Authority will provide a new primary space for the I-405 CSC and WIC. The Contractor is required to operate these Authority provided Facilities as described in the sections below. The Contractor will have unlimited access to the Facility and may use expanded operational hours as needed to accomplish the Work. There is currently an operational OCTA Store WIC that will provide I-405 customer service that will be operated and staffed by OCTA.

The Contractor will not be charged rent/utilities for the use of Authority provided Facility and furnishings. Although the Facility will house other Authority contractors, the Contractor will be the point-of-contact and coordination point for all Maintenance, repair, service and janitorial issues related to the Facility regardless of location or origin,

5	The Contractor shall coordinate and facilitate tours of CSC Operations Facilities and guide tours.
6	The Contractor shall be the custodian of all the Authority’s fixed assets at the I-405 CSC and WIC facility (regardless of provider) and provide tracking and reporting as required.

7	The Contractor shall facilitate, coordinate and be the point of contact for all I-405 CSC Facility and Equipment related Maintenance and repairs that are not the fault of the Contractor (either the Authority will pay directly for the repairs or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process). All Contractor labor necessary for these services shall be included in the Contractor's Price Proposal and shall not be invoiced or be considered Additional Work. Repairs that are the result of Contractor actions shall be handled and paid for by the Contractor alone and the Authority shall be notified and kept informed.
8	For all third party coordinated work, the Contractor shall receive a minimum of three (3) quotes and submit to Authority for Approval/selection. Upon selection, Contractor shall initiate purchase order with the selected vendor.
9	The Contractor shall provide the coordination and facilitation of various Authority directed meetings in the CSC Operations conference rooms as requested by the Authority, including but not limited to: <ul style="list-style-type: none"> • ensuring conference room is clean and all furniture and Equipment is in working order; • providing meals for meetings (submit for payment through the weekly accounts payable batch process) and • attending meeting.
10	The Contractor shall provide and install all internal workspace signage and name plates that are Americans with Disabilities Act (ADA) compliant.
11	The Contractor shall provide all office supplies required for CSC Operations and staff.
12	The Contractor shall provide all Equipment supplies, for example toner, paper, etc.

1.1.2.1. OCTA Store WIC

The OCTA Store WIC located in the same building as Authority's offices and is staffed by Authority employees. These Authority employees will be trained by the Contractor and the Contractor shall also provide escalation and operations support. There is no room for operational activities other than walk-in customer service at this site. OCTA Store WIC computers, peripherals and Equipment will be provided by the Authority.

Location Name	OCTA Store WIC
Address	600 S. Main Street, Orange CA 92868
Square Footage	N/A
Functionality	WIC

1.1.2.1.1. Hours of Operation and Holidays

13	The Contractor shall train and provide escalation and operations support for the Authority employees and customer relations staff.
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14	The OCTA Store WIC shall be open 8 am- 5 pm Monday – Friday, Pacific Time.
15	The OCTA Store WIC shall observe the following Holidays:
	• New Year’s Day;
	• Memorial Day;
	• Independence Day;
	• Labor Day;
	• Thanksgiving Day;
	• Friday after Thanksgiving Day and
	• Christmas Day.
16	For any listed Holiday occurring on Saturday or Sunday, the OCTA Store WIC shall observe the Holiday on the same day as Authority’s other staff.
17	The Authority may close the OCTA Store WIC (for example, for emergency or weather conditions).

1.1.2.2. New I-405 CSC and Walk-in Center (WIC)

The CSC site is the sole Authority provided space for customer contact, CSC Operations and other processing required to meet the Requirements.

Location Name	Customer Service Center (CSC)
Address	Near the I-405 Corridor (exact location is TBD)
Square Footage	TBD
Functionality	All customer service and processing work

The CSC Facility shall meet the requirements below.

18	The Contractor shall staff and operate the CSC.
19	The Contractor shall provide Maintenance at this Facility and ensure that the Facility is professional in appearance and clean.
20	The Contractor shall exercise due care in the use, Maintenance and storage of the Authority-provided Facility, property and assets.
21	The Contractor shall comply with all requirements of the property lease and Facility license agreements (if applicable).
22	The Contractor shall promptly notify the Authority of any weakness in the security at the CSC Facility.

23	The Contractor shall utilize cameras in accordance with PCI/PII requirements and the Contractor’s preferred operational and security approach. The Authority shall have access to view and copy the camera footage upon request.
24	The Contractor shall make all Authority-directed and Approved improvements to the CSC Facility, if any, as a combination of Additional Work, a pass-through cost, or submitted through the weekly accounts payable batch.
25	The Contractor shall provide a minimum of one Spanish-speaking CSR in the CSC Facility during all the hours of operation.
26	The Contractor shall equip the CSC customer contact center such that customers shall not hear cross talk when contacting the CSC by phone (crosstalk is any phenomenon by which a signal transmitted on one circuit or channel of a transmission system creates an undesired effect in another circuit or channel).

1.1.2.2.1. Hours of Operation and Holidays

The Authority require a high-level of customer service availability. The hours below are the minimum hours which the various elements of the CSC Operation must be staffed and operated.

27	The CSC contact center shall be open for calls, customer contacts and customer interactions from 8 a.m. to 6 p.m. Monday – Friday, Pacific Time.
28	The CSC shall observe the following Holidays:
	<ul style="list-style-type: none"> • New Year’s Day; • Memorial Day; • Independence Day; • Labor Day; • Thanksgiving Day; • Friday after Thanksgiving Day and • Christmas Day.
29	For any listed Holiday occurring on Saturday or Sunday, the CSC shall observe the Holiday on the same day as Authority’s staff.
30	The Contractor shall close the CSC upon Approval from the Authority (for example, for emergency or weather conditions).

1.1.2.3. Serving Customers with Special Needs

The Contractor shall work with the Authority and develop a I-405 CSC and WIC Facility design that meets the latest ADA standards for accessibility for both staff and customers and be of appropriate size to contain the staff, furniture, Equipment and supplies necessary to conduct operations described in this Scope of Work for the duration of the Agreement.

31	The Contractor shall report any Facility-related ADA compliance issues to the Authority immediately.
32	The Contractor shall identify and contract with a real-time translation service to serve customers whose language is other than English and Spanish, and whose language is not spoken by an available Contractor staff person. The service is to be provided on an as-needed basis and be available during all customer service hours.
33	The Contractor shall track the use of the translation service and shall provide tracking and accountability that identifies which account or document is related to each use of the service.
34	The Contractor shall provide and utilize Equipment to serve hearing-impaired customers in accordance with customer service best practices and applicable federal and state statute and requirements.

1.1.2.4. Security and Facility Access Control

35	At the CSC, the Contractor shall be responsible for administering the physical security system and the CCTV surveillance systems.
36	The Contractor shall provide and/or coordinate all security badges, parking, and administrative needs to access the building office space and for Authority staff or third-party vendors to work from the CSC location, as needed.
37	The Contractor shall ensure the I-405 CSC Facility are accessed only by authorized personnel with the appropriate privileges, and the Contractor shall ensure security is not breached. The Contractor shall be responsible for establishing procedures and policies and carrying out these procedures and policies for all visitors accessing the I-405 CSC Facility. The policies and procedures shall be Approved by the Authority.
38	The Contractor shall ensure access is limited to those functions required for the employees to perform their jobs while providing an appropriate segregation of access, based on employee responsibilities.
39	The Contractor shall maintain and provide to the Authority as requested an access matrix that lists all personnel with access privileges to the CSC Facilities. The matrix shall identify each employee's position, job functions, Facility access rights, and access rights. Visitors and guests who are not directly working on the Project must be approved by the Authority in advance.
40	The Contractor shall conduct reviews of the access matrix against the actual access for all employees in accordance with all security Requirements. Such reviews shall be conducted no less than quarterly or anytime at the request of the Authority. The Authority shall be invited to witness this review. The schedule for these reviews shall be included in the Operations Plan.

41	The Contractor shall ensure all Facilities used by the Contractor to perform any Work in support of the Agreement shall be established and maintained in compliance with the Security Standards throughout the Term of the Agreement.
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1.2. Operational Functions

CSC Operations shall cover all functional areas as summarized below, including any required manual interactions or data entry that may be required of Contractor staff.

1.2.1. Account Management

The Contractor shall provide the following services in an efficient and effective manner that allows customers to establish, manage and monitor their accounts.

42	The Contractor shall process all account opening activities, not otherwise performed by the customer, using the BOS, including but not limited to processing the customer application, customer acceptance of terms and conditions, Account Plan enrollment and qualification verification, payment processing, and transponder Fulfillment.
43	Using the BOS, the Contractor shall be responsible for the Fulfillment of any and all transponder types specified by the Authority.
44	The Contractor shall support the assigning, qualification verification and management of Account Plans, including non-revenue plans in the BOS, as Approved by the Authority,
45	In case of an incorrect or incomplete application, the Contractor shall contact the customer to facilitate successful account creation.
46	The Contractor shall support all activities related to account closing. In the event of closing the Contractor shall ensure that the customer's transponder(s) is changed to the appropriate status in the BOS and that all outstanding balances are paid or handled in accordance with the Business Rules, Operations Plan and SOPs prior to closing the account.
47	<p>The Contractor shall update customer account information based on information received from entities including but not limited to:</p> <ul style="list-style-type: none"> • customer or Authorized Designee; • Registered Owner of Vehicle (ROV) Lookup Provider; • United States Post Office; • Skip Trace Service Provider; • Banks (for replenishment); • Collection Agencies; • Print/Mail House Service Provider; • Lockbox Service Provider (if used by Contractor);

	<ul style="list-style-type: none"> • Credit Card Update Service Provider and
	<ul style="list-style-type: none"> • Merchant Services Providers (MSPs).

1.2.1.1. Payments, Fees and Refunds

Contractor will process payments at the CSC Facilities and over the phone as well as resolve and post any payments where the Lockbox Service Provider (if used by Contractor) was unable to identify the correct account. In addition, the Contractor will assist in the processing of third-party and pass-through payments.

48	The Contractor shall process all payments received from customers either directly or through the services of a Lockbox Service Provider.
49	The Contractor shall resolve and process Lockbox Exceptions if a Lockbox Service Provider is utilized. These exceptions are payments which cannot be readily associated with a customer account. The Contractor shall be responsible for conducting timely research on these payments so that they can be posted to a customer account as quickly as possible. If all research avenues have been exhausted and documented and the payment remains unassociated, the payment shall be tracked as an unidentified funds Case for future resolution.
50	The Contractor shall support processing of payments by Authority staff, customers, Franchise Tax Board, DMV, Interoperable partners and Collection Agencies and reconcile all payments to customer accounts and money deposited in the bank.
51	The Contractor shall apply any fees which require manual application using the BOS in accordance with Business Rules, Operations Plan and SOPs.
52	The Contractor shall research, respond to and process chargebacks.
53	After the pre-established time period determined by the Authority has expired, the Contractor shall issue refunds using the same channel the customer used, if possible, to make the payment, in accordance with the applicable Authority Business Rules, Operations Plan and SOPs.
54	In the case of check refunds, the Contractor shall use Positive Pay to deter check fraud.
55	The Contractor also shall ensure that Credit Card refunds are successfully processed.
56	The Contractor shall process, enter, print and send all refund checks and enter the resulting financial transactions into the Authority's financial accounting systems. The Contractor shall work with the Authority to setup all required accounts and processes to facilitate this entire process.
57	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for direct payments to third parties for issuance by the Authority (for example, payments to third parties contracted directly by the Authority to provide services at the I-405 CSC Facility).

58	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for reimbursement of pass-thru costs submitted by the Contractor for issuance by the Authority.
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1.2.1.2. Account Plans

The Authority has several Account Plans. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it.

The Contractor shall be responsible for managing the various Account Plan programs including, enrollment in the program, eligibility verification, program membership renewal, and handling questions from customers regarding how the programs work and questions about specific transactions/trips under the programs. In addition to the Account Plans listed in this section, the Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.

59	In accordance with Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all the Account Plans, including new and modified plans.
60	For the Account Plans that require qualification, the Contractor shall verify qualification, scan and attach the qualification documentation prior to adding the plan(s) to the customer account.
61	For Account Plans requiring qualification, the Contractor shall remove the Account Plan and notify the customer if their eligibility requirements are no longer met.
62	For Account Plans which expire and require renewal, the Contractor shall verify qualification prior to renewing the plan on the customer account.
63	For Account Plans requiring payment, the Contractor shall collect appropriate payment from the customer as required by the enrollment process for the specific Account Plan.

1.2.1.3. Non-Revenue Program

The Authority allows for non-revenue passage on qualified users on specific facilities. Non-revenue passage may be assigned at the individual transponder, or account level. The Contractor shall maintain strict control when a transponder is issued to an account with a non-revenue plan and the reason for issuing it. The Authority must ALWAYS Approve the issuance of any non-revenue transponder.

The Contractor shall be responsible for managing enrollment in the program after obtaining the Authority's approval, verifying eligibility, handling questions from customers in regard to how the programs work and questions about specific transactions/trips under the programs.

64	In accordance with the Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all of the Authority's non-revenue programs.
65	Prior to applying a non-revenue plan to a transponder, plate or an account, the Contractor shall obtain Approval from the Authority.

66	The Contractor shall maintain documentation of authorization for each non-revenue plan that has been assigned to a transponder or an account, and this documentation shall be available for review by the Authority at all times.
67	The Contractor shall manage non-revenue account participants certification that the transactions/trips on a non-revenue account are according to the agreement.
68	The Contractor shall perform random checks to confirm the transponder is being used on an authorized plate
69	The Contractor will administer non-revenue accounts that do not have transponders issued when directed by the Authority.

1.2.2. Privacy

Privacy is of utmost concern to the Authority. The Contractor shall adhere to privacy and security Requirements set forth below and in the Security Standards and current law and regulations.

70	The Contractor shall develop and comply with all Approved Security Standards. Security Standards shall be updated to reflect changes in industry requirements, partner agreements and to address detected security weaknesses.
71	The Contractor shall not release information to anyone unless authorized by the Authority. The Contractor shall develop an SOP and approval process for the release of information.
72	The Contractor shall establish reasonable methods to verify the identity of customers prior to the release of any customer account information, and such methods shall be documented in the Operations Plan and SOPs.
73	The Contractor shall validate the identity of the customer prior to release of any image. This may include requiring a photo ID at a WIC.

1.2.3. Rental Cars

The Authority's customers utilize rental vehicles which create transactions/trips that are initially assigned to a rental agency. The Authority may utilize Rental Car Service Providers and/or other designated entities for processing the rental car trips.

74	The Contractor shall work directly with customers, the Rental Car Service Provider and/or other designated entity to accurately process all rental car trips and resolve rental-related requests.
75	The Contractor shall enter into agreements with a Rental Car Service Provider for the purpose of providing a seamless and cost-effective solution for customers. The Authority shall have the right to review and approve all Rental Car Service Provider Agreements.
76	The Contractor shall provide the capability for a rental customer to post-pay a toll based on the Authority's Business Rules

77	The Contractor shall process affidavits of non-liability for rental/lease vehicles and pursue the named party.
78	The Contractor shall resolve charges by rental agencies for accountholders who incur a charge by rental agencies.

1.2.4. Search Warrants, Subpoenas, Litigation and Public Records Requests

The Authority receives requests for information and assistance from the law enforcement and legal communities as well as public records requests. These requests are highly time-sensitive and required sensitive and skilled handling.

79	The Contractor shall refer all requests, inquiries, subpoenas, search warrants, public records requests and official information requests to the Authority, in accordance with Business Rules, Operations Plan and SOPs.
80	In accordance with the Business Rules, Operations Plan and SOPs for handling and tracking of such requests, the Contractor shall gather and provide the information requested by the search warrant or subpoena upon receiving Approval from the Authority to do so.
81	The Authority may request that the Contractor compile data for subpoenas, search warrants, litigation matters, or other reasons. The Contractor shall respond to all requests from the Authority in a timely manner and in accordance with the Business Rules, Operations Plan and SOPs.
82	The Contractor shall assist the Authority's risk management department as directed in handling all claims and requests.
83	If the research will take longer than two (2) Business Days, the Contractor must advise the Authority.
84	The Contractor shall provide qualified personnel to support litigation, including providing testimony as an expert witness upon request from the Authority.

1.2.5. Image Review Support

Image collection and processing is a fundamental operation of the Authority's transaction/trip processing and Violation enforcement process. Vehicle license plate images are captured by roadside Equipment for all transactions/trips. If a valid FasTrak transponder is not identified, the images associated with that transaction/trip are reviewed by the ETTM System Contractor in a process called image review. These images and results of the review will be used to determine if a plate is associated with a FasTrak account or is a Violation. These will include rear license plate images as well as Region of Interest images. The ETTM System Contractor will identify the plate number, and Jurisdiction and Plate Type, if applicable, and provide this information to the BOS. The BOS will automatically Post the transaction/trips to the customer accounts, IOP or generate Violation Notices based on the license plate information received from the ETTM System Contractor.

1.2.5.1. Image Review Quality Assurance

The accuracy of the image review process is critical to the successful identification of the ROV. As part of the Quality Assurance (QA) process, the Contractor will conduct an accuracy review and audit

process of the manual and automated image review results. Using the ETTM System Contractor's-provided quality review tool, the Contractor will perform quality reviews on the results from each ETTM System Contractor to ensure that the ETTM System Contractor is accurately identifying a high percentage of license plates.

85	The Contractor shall provide for an adequate number of trained and qualified image review staff to handle the quality review volume.
86	The Contractor shall perform manual image review on a sample of at least 1% of all Image-Based Transactions/Trips per month that were provided by the ETTM System Contractor to determine accuracy of state, Plate Type, plate number and OCR confidence level.
87	The Contractor shall provide a report to the Authority of the audit and findings.
88	The Contractor shall correctly determine for each image set whether the ETTM System Contractor accurately processed the image and if not enter the correct plate information or reject code and provide the findings to the ETTM System Contractor.
89	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.5.2. DMV No Registered Owner Information Return Quality Review

Periodically image transactions/trips will be returned from the DMV source with no registered owner information. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor's responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate or improperly formatted DMV submission.

90	The Contractor shall review all image transactions/trips that are returned from the DMV source without registered owner information to ensure license plate entry was accurate.
91	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to: <ul style="list-style-type: none"> • plate number; • Plate Type, if applicable and • Jurisdiction.
92	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.5.3. Customer Inquiry Image Error

Quality reviews are required to verify customer-disputed transactions/trips. Customers may contact the CSCs regarding a notification they received that incorrectly identifies them as a user of a Toll Facility. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor’s responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate.

93	The Contractor shall also research and review images related to customer disputes and correct and reprocess.
94	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to:
	<ul style="list-style-type: none"> • plate number;
	<ul style="list-style-type: none"> • Plate Type, if applicable and
	<ul style="list-style-type: none"> • Jurisdiction.
95	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.6. Owner Identification

Successful acquisition of accurate ROV information is critical to the success of the Authority’s Violation enforcement program. The Contractor shall be completely responsible for establishing and maintaining both technical and operational relationships with the Registered Owner of Vehicle (ROV) Lookup Providers. The Contractor must ensure that the Authority is receiving the optimum number of current and accurate ROV matches.

96	The Contractor shall establish and maintain up-to-date agreements with each Registered Owner of Vehicle (ROV) Lookup Provider.
97	The Contractor shall provide the capability to track and follow the renewal Requirements for each Registered Owner of Vehicle (ROV) Lookup Provider. For example, a state may require that a DMV data access application form be submitted and approved annually.
98	The Contractor shall use online interfaces to the California, Arizona, Oregon and Nevada DMVs and other DMVs as they become available to manually look up individual license plates at the request of the Authority or in order to resolve customer disputes.
99	The Contractor shall provide the following ROV-related activities, including but not limited to:
	<ul style="list-style-type: none"> • Establish and maintain a relationship with each Registered Owner of Vehicle (ROV) Lookup Provider;
	<ul style="list-style-type: none"> • Manage current contracts and service level agreements with each Registered Owner of Vehicle (ROV) Lookup Provider;

	<ul style="list-style-type: none"> • Monitor and evaluate the number of successful matches by Jurisdiction;
	<ul style="list-style-type: none"> • Monitor and evaluate the number of successful matches by Registered Owner of Vehicle (ROV) Lookup Provider;
	<ul style="list-style-type: none"> • Monitor and evaluate the number of successful matches by type of license plate;
	<ul style="list-style-type: none"> • Identify issues with manual license plate identification and provide information to allow the ETTM System Contractor to correct the issue, including examples and training material;
	<ul style="list-style-type: none"> • Identify issues with automatic license plate identification and provide information to allow the ETTM System Contractor to fix the issue and
	<ul style="list-style-type: none"> • Identify areas where the ROV match is lower than the average, investigate potential solutions and provide recommendations to the Authority.
100	The Contractor shall coordinate with the ETTM System Contractor regarding BOS updates required due to any changes in ROV Requirements.
101	The Contractor shall monitor the success of ROV Lookup requests each month and when a change is made by the ETTM System Contractor reporting on the number of requests for which an ROV was obtained (successful lookup) and the number for which a request was not obtained (unsuccessful lookup) by Jurisdiction.
102	The Contractor shall identify Jurisdictions in which the percentage of successful requests decreases by more than five percent (5%) from the prior month and shall work with the appropriate Registered Owner of Vehicle (ROV) Lookup Provider to identify issues and solutions in collaboration with the ETTM System Contractor to ensure images are processed correctly.
103	The Contractor shall develop solutions to increase the ROV Lookup success.
104	The Contractor shall research and then input and manage the BOS Protected Plate data that associates an address with the agency names that are returned from the DMV or ROV Lookup Provider for license plates registered to a customer affiliated with federal, state or local agency that is allowed to shield addresses.
105	The Contractor shall facilitate the Protected Plate process of entering the correct agency address and resending the Violation Notice.

1.2.7. Customer Communications

1.2.7.1. Outgoing Customer Notification

The Contractor is responsible for all necessary customer communication in accordance with the Operations Plan. At its discretion, the Authority will choose to produce some outgoing customer correspondence within its reprographics department.

106	The Contractor shall make contact with customers, by using the Authority's required method of communication about account management, general information, marketing, changes to account and privacy policy.
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107	The Contractor shall be responsible for printing, pdf creation, storing and associating with accounts, envelopes, mailing and postage for all communications.
108	The Contractor shall be responsible for acquiring and assembling all materials necessary for the mailing of transponders including, welcome kit, envelopes, sealing wafers, special inserts, stickers and mounting strips. The Contractor shall pay for mounting strips and other items not explicitly included in the pass-through list.
109	When directed by the Authority, the Contractor shall coordinate with the Authority's reprographics department for the production of outgoing correspondence. The Contractor shall be responsible for pick up, assembly and mailing.
110	The Contractor shall utilize the USPS/NCOA database services to validate a customer address prior to mailing correspondence.
111	The Contractor shall provide all postage meters and be responsible for payment of any postage meter fees.
112	The Contractor shall be required, at its own expense, to communicate to customers or the general public, including resending corrected notifications, any information related to issues or problems caused by the Contractor that affect customers, as further set forth in the Agreement.
113	The Contractor shall be responsible for printing, packaging and distributing printed information, developed by the Authority.
114	The Contractor shall manage the sending of e-blasts (sending of an email simultaneously to a group of people), developed by the Authority, to selected groups of customers or all customers using BOS functionality.

1.2.7.2. *Outgoing Communications (Future)*

The Authority may elect during the Term of the Agreement to offer video tolling for unregistered accounts (mailed invoices) as the first step of the Violations process. The Authority anticipates that video tolling transactions would be grouped in regular intervals, such as weekly or monthly, prior to mailing invoices to customers.

115	If directed by the Authority, the Contractor shall manage the mailing of invoices and the subsequent customer dispute and Violations process.
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1.2.7.3. *Incoming Customer Communication*

Incoming customer communication includes customer applications; replenishment payments; Violation payments; customer complaints; disputes; general public inquiries; legal notices (for example, bankruptcy, subpoena etc.); requests for account closures, account information updates and transponders. These communications will be received through all channels including but not limited to phone calls, faxes, texts, chat sessions, emails, Authority contacts, and mail.

Facilities and procedures are required to provide careful and efficient handling of all incoming customer communication, including the BOS providing for tracking of customer requests as Cases associated to the appropriate account(s).

116	The Contractor shall assume the responsibility of establishing all required post office boxes.
117	The Contractor is responsible for all mail pickup and transfer between Facilities as required.
118	The Contractor shall receive mail from the post office boxes for incoming mail.
119	All customer contacts handled directly through the Contractor staff shall be noted in the customer account in the BOS to maintain an accurate history of the customer’s interaction with the CSC and Authority.
120	The Contractor shall provide a response for all correspondence received from the customer regardless of which channel the customer uses to communicate, including but not limited to, correspondence received by:
	<ul style="list-style-type: none"> • email;
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • text;
	<ul style="list-style-type: none"> • chat;
	<ul style="list-style-type: none"> • communication from the website’s “Contact Us” feature and
	<ul style="list-style-type: none"> • delivered (USPS or by other means) correspondence.
121	The Contractor shall monitor and respond to customer requests received by phone, chat and text in real time when received during regular business hours.
122	The Contractor shall strive to provide first contact resolution and track the number of contacts resolved on first contact.
123	The Contractor shall encourage users receiving a Violation Notice to open a FasTrak account when they contact the CSC.
124	The Contractor shall ensure incoming correspondence (paper or electronic) is scanned (in the case of paper correspondence), saved and associated with the customer’s account and any applicable Case(s). Non-customer correspondence shall also be scanned and catalogued for easy access. Paper copies shall be shredded, in accordance with security requirements, and policies agreed upon by the Authority, in adherence with the Security Standards and documented in the Operations Plan.
125	The Contractor shall use the same channel used by the customer or customers preferred channel to respond to the customer correspondence unless the Business Rules, Operations Plan or SOPs specify a different channel or if the nature of the customer issue necessitates the use of a different channel.

126	The Contractor shall monitor the communications channels used and frequency of all customer correspondence and recommend for consideration BOS configuration changes that improve the use of customer-friendly, efficient and cost- effective customer communication methods.
127	Some customer contact may involve questions about Image-Based Transactions/Trips. The Contractor shall utilize the BOS to view images related to the transaction/trip in question and if appropriate work with the ETTM System Contractor to correct issues.
128	All incoming mail shall be processed by the Contractor, in accordance with the SOPs and applicable standards, including but not limited to the Security Standards. Such requirements include but are not limited to: segregation of duties; date stamping the mail, categorization, scanning and/or saving into the BOS as Cases, and then assigning to the appropriate Contractor staff for processing.
129	The Contractor shall develop a workflow process that clearly documents the handling process for all incoming correspondence and communication through all channels, ensuring all incoming correspondence and communications are recorded, reviewed and properly routed (such as, operational correspondence, financial, contractual, etc.). This shall be documented in the Operations Plan and SOPs.
130	The Contractor shall ensure all correspondence handling processes and controls are documented and adhered to by operations staff. The Authority shall Approve the correspondence handling process and any changes to the handling process.
131	With the exception of customer requests regarding their own accounts, the Contractor shall only answer general inquiries as they relate to general information about the tolling facilities serviced and services provided by the CSC. All other inquiries and communications shall be escalated to the Authority as a Case as set forth in the Operations Plan and SOPs, unless the Contractor is otherwise directed in writing by the Authority. This includes inquiries from or communications with the media, government agents, Public Records Act requests and individuals representing organizations for purposes other than directly related to their own customer account.
132	The Contractor shall keep a record of all information requests as a Case, inform the Authority immediately of inquiries from these entities and direct such inquiries to the Authority, according to the Operations Plan.
133	Customers may contact the Contractor regarding issues the Contractor does not control, for example debris on the roadway, or general tolling questions. The Contractor shall collect the required information and handle the issue in accordance with the Operations Plan. The Contractor shall create a Case and track the issue until it is accurately resolved or handed off to the appropriate party responsible for resolution in accordance with the Operations Plan.

1.2.7.4. Returned Mail Processing

Returned mail shall be returned by the USPS and the Contractor shall update the BOS to reflect the status of the Notification and attempt to obtain a different address to mail the Notification to the customer if a forwarding address was not provided.

134	The Contractor shall scan each returned envelope and Notification and attach the scan to the correct customer account. Any physical pieces of returned mail received will follow the document disposal process after scanning.
135	The Contractor shall enter a forwarding address, if provided.
136	For addresses without a forwarding address, the Contractor shall mark the address as bad.
137	For bad addresses on FasTrak account correspondence, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.
138	For bad addresses on Violation Notices, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.
139	The Contractor shall utilize the USPS/NCOA database and Skip Trace services to find a customer address.
140	If a different, current address is provided, the Contractor shall update the address in the BOS and take the necessary steps for the BOS to re-issue the correspondence.

1.2.7.5. Collateral Materials for Customers

The Authority will provide the art work for all customer collateral, excluding system generated notices.

141	The Contractor shall print, deliver to and inventory all collateral materials according to the print specifications provided by the Authority.
142	The Contractor shall work with the USPS to obtain approval of printed material design to ensure compliance with the USPS requirements and to determine the lowest postage and staff handling effort for each mail piece type.
143	The Contractor shall modify/update as directed by the Authority and print the generic collateral material when changes to the information contained in the material necessitate a revision.

1.2.7.6. Customer Request Management

The BOS provides the capability to create, assign and manage requests made by customers or Authorized Users which cannot be completely resolved at the time of the request. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry.

144	Many customer issues or requests (such as, changing a customer's contact information), can be completely resolved at the time of the customer request. If the issue or request is completely resolved during the initial contact, the Contractor shall notate it in the customer's account.
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145	Any customer issue or request that cannot be completely and accurately resolved at the time of request shall be entered into the BOS as a Case, for management, tracking and reporting. Contractor’s staff shall work open Cases through to final resolution in a timely manner as required in the Operations Plan and in accordance with the Performance Measures.
146	The Contractor shall accurately resolve and respond to customer issues and requests by the customer’s preferred method of contact (email and mail) if available and according to the Business Rules, or by letter, email, mail, phone or text depending on the circumstances of the issue/request. The escalation procedures for customer issues and requests shall be described in the Operations Plan.
147	The Contractor shall respond to customer Cases according to the Business Rules, Operations Plan and SOPs. The CSC Manager responsible for Case management shall review the list of open Cases on a daily basis and shall make sure they are accurately resolved in accordance with and within the timeliness set forth in the Operations Plan and the Performance Measures. The Authority shall be notified immediately if there are any critical comments or issues that need immediate attention.
148	The Contractor shall be responsible for the resolution of all customer disputes, which are managed as Cases, in accordance with the Authority’s policies, the Business Rules, Operations Plan and SOPs.
149	The Contractor shall select the proper case type and case resolution.
150	The Contractor shall utilize pre-approved auto responses for case resolution as appropriate.
151	The Contractor shall process dispute Cases (Investigative Review) involving adjustments to vehicle class, transaction/trip adjustments and reversals, reassigning of Violations, and other resolutions. Specific types of disputes shall require supervisor/manager review and approval, and all waivers, adjustments and reversals shall be in accordance with the Operations Plan and SOPs.
152	The Contractor shall place the disputed transactions/trips and Violation Notices on hold and release the hold in the BOS in accordance with Operations Plan and Business Rules.
153	The Contractor shall ensure all supporting documentation from the customer to resolve a dispute Case, as required by the Operations Plan and Business Rules, is obtained. If the customer does not provide the supporting documentation, the Contractor shall contact the customer in accordance with the timeframes defined in the Business Rules and Operations Plan.

1.2.7.7. Ongoing Customer Satisfaction Surveys

The Contractor shall work with their Customer Satisfaction Survey Provider Subcontractor to establish a program that provides customer feedback regarding the services the Contractor provides and the Express Lanes themselves.

154	The Contractor shall offer the survey opportunity to every customer each time they contact the CSC.
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155	The Contractor shall contract with a third-party Customer Satisfaction Survey Provider Subcontractor.
156	The Contractor shall create a customer survey program to measure the quality of the services they provide.
157	The Contractor shall modify the program as needed or as directed by the Authority.
158	The Contractor shall make contact with each customer who rates their experience with an overall score below an agreed upon threshold, as noted in the Operations Plan, within five (5) Business Days of the customer submitting the survey.
159	The Contractor shall monitor the customer surveys and provide a report to the Authority monthly.
160	The Contractor shall provide training on the survey tool to CSRs and other applicable personnel, including the purpose of the survey and the use of the survey tool.
161	The Contractor shall review survey results with CSRs and other applicable personnel during periodic meetings regarding individual's performance.
162	The Contractor shall provide the Authority convenient, electronic access to the up to date and historic survey results.
163	The Contractor shall include the customer survey results, including trending, in as part of the Monthly Operations Report.

1.2.7.8. Customer Service Quality Monitoring and Reporting

The Contractor interacts with the Authority's customers directly through many different channels including, but not limited to, in person at the WIC, over the phone, in writing via chat, text, email and responses to the Cases. The quality of these interactions and the service provided to its customer is of utmost importance to the Authority. In addition to Customer Satisfaction Surveys, the Authority expects the Contractor to develop and enact quality programs for all aspects of its operation and to train its staff to use deliberate care in each interaction and in serving the Authority's customers.

164	The Contractor shall ensure all CSC staff is trained in a manner which ensures excellent customer service in every customer interaction as measured by the Performance Measures.
165	The Contractor shall record the reason(s) for each contact (via all contact channels) by using Approved call wrap-up codes, entering account notes or other tracking approach to document the reason for the contact and memorialize the resolution or required next steps.
166	The Contractor shall monitor and score both live and recorded CSR calls for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
167	The Contractor shall monitor and score WIC CSR interaction, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.

168	The Contractor shall review and score all customer interaction channels, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
169	The Contractor shall review and score Case resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
170	The Contractor shall periodically monitor CSR screen navigations by remotely viewing the CSR's screen.
171	The Contractor shall track monitoring results and submit a monthly summary to the Authority as part of the Monthly Operations Report.
172	The Contractor shall track all escalated issues and resolutions and provide a monthly report to the Authority as part of the Monthly Operations Report.
173	The Contractor shall review information provided by the Authority upon their review of customer interaction and make any changes to improve customer service.
174	The Contractor shall provide the capability for the Authority to, at the Authority's discretion and without prior notification to the Contractor, monitor all live and recorded calls and all other types of correspondence.
175	The Contractor shall provide for review by the Authority all documentation related to the Contractor's quality program.
176	The Contractor shall conduct monthly quality monitoring calibration meetings for all Contractor staff who monitor customer interaction. The Authority shall be invited to attend these meetings.

1.2.8. Transponder Management

The Authority will purchase transponders and the Contractor shall perform all other work related to transponders.

177	The Contractor shall manage all aspects of the transponder lifecycle. This includes but is not limited to:
	<ul style="list-style-type: none"> • initiate a PO request;
	<ul style="list-style-type: none"> • receiving into inventory;
	<ul style="list-style-type: none"> • testing transponders upon receipt and prior to issuing;
	<ul style="list-style-type: none"> • programming transponders as necessary, for example programming a standard 6c transponder to indicate that the vehicle is a motorcycle;
	<ul style="list-style-type: none"> • assigning and issuing to customers;
	<ul style="list-style-type: none"> • tracking transponders through their life;

	<ul style="list-style-type: none"> • recycling (evaluating, cleaning and testing) for reissue;
	<ul style="list-style-type: none"> • managing transponder recalls;
	<ul style="list-style-type: none"> • warranty return and replacement and
	<ul style="list-style-type: none"> • disposal of transponders.
178	Upon customer request, the Contractor shall assign, and mail transponder(s) to customers.
179	The Contractor shall support the distribution of transponders by the Contractor and US mail.
180	The Contractor shall include user guide and mounting instructions, mounting strips and other materials, as may be determined by the Authority to be required with the distribution of each transponder. The camera-ready copy of any transponder kit materials will be provided by the Authority.

1.2.8.1. Transponder Inventory Management

The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, identifies and supports the transponder recall program and tracks transponder warranty.

181	The Contractor shall be responsible for ordering (if requested by the Authority), tracking and transporting the transponders at all CSC Facilities ,including the OCTA Store WIC.
182	The Contractor shall ensure that an adequate supply of transponders is available at all times. When the inventory reaches a pre-determined level identified in the Operations Plan the Contractor shall initiate order requests with the Authority, based upon existing inventory and forecasted requirements.
183	The Contractor shall ensure that an adequate supply of transponder mounting strips, user guides and mounting instructions, and shielded envelopes for transponders are available at all times to accommodate the transponders issued by the I-405 CSC and WIC and the OCTA Store WIC.
184	CSC issues multiple types of transponders, and as such, the Contractor shall be required to manage multiple types of transponders, possibly from multiple manufacturers/providers.
185	The Contractor shall receive shipments of transponders and shall reconcile shipment contents with electronic manifests provided by the transponder manufacturer. The waybill shall be reconciled against the original purchase order and scanned into the BOS for tracking and reconciliation purposes.
186	Monthly, the Contractor shall conduct a physical audit of the transponders that are under its physical control, including for the various transponder types and statuses and quantities. The audit shall compare the physical counts with the BOS counts by transponder type, location and status and completely reconcile any discrepancies. Transponder audit reports shall be included in the Monthly Operations Report.

187	The Contractor shall support the Authority in their periodic transponder audits that will be no more frequent than quarterly unless discrepancies are found.
188	The Contractor shall distribute new and recycled transponders, if applicable, using the FIFO inventory method.

1.2.8.2. Transponder Testing

Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Authority will provide Equipment for the testing and programming of transponders.

189	The Contractor shall test one hundred (100) percent of the switchable transponders and ten (10) percent of each roll of sticker tags in each shipment when the transponders are received from the manufacturer. This testing shall include but not be limited to
	<ul style="list-style-type: none"> • verifying that the transponders function and are correctly encoded; • reading the transponder serial number and verifying that the transponder label, barcode and internal coding are consistent and • ensuring the transponders can be read by simulating functionality on the road.
190	The Contractor shall return the transponders which fail the testing to the manufacturer in accordance with the Operations Plan.

1.2.8.3. Transponder Return to Manufacturer

When transponders are determined to be defective but have not exceeded their manufacturer's warranty, they are returned to the manufacturer for replacement under warranty.

191	The Contractor shall track transponder warranty status and manage and resolve all warranty issues with the transponder manufacturer.
192	The Contractor shall be responsible for ensuring all transponders found to be defective and still under the manufacturer's warranty are returned to the manufacturer, according to the manufacturer's specified return material authorization (RMA) process.
193	The Contractor shall be responsible for storage of transponders subject to return until such time that the transponder manufacturer accepts the returned transponders.
194	The Contractor shall be responsible for shipment of the transponders identified for return to the manufacturer.
195	The Contractor shall track the warranty returns and confirm that the Authority receives the proper credit for the transponders returned under warranty in accordance with the Authority's agreements with the manufacturer.

1.2.9. Registration Hold

California law allows toll agencies to place a hold on DMV vehicle registrations due to unpaid toll Violations. Based on the Business Rules, Operations Plan and SOPs, a Registration Hold may be utilized to enforce payment of a Violation(s).

196	The Contractor shall place and release Registration Holds using BOS functionality and in accordance with the Business Rules, Operations Plan and SOPs.
197	The Contractor shall coordinate with the applicable DMV or Third-Party Service Provider responsible for placing Registration Holds on the vehicle registrations and respond to any requests that the entity may have.
198	The Contractor shall respond to requests from customers related to Registration Holds and the process for releasing the Registration Hold(s).
199	The Contractor shall initiate a release of the Registration Hold(s) in real-time for customers who have satisfactorily resolved the condition(s) which caused the Registration Hold(s).
200	The Contractor shall reconcile and account for all payments to the DMV for Registration Hold placement and for any payments collected by the DMV from the Authority's customers.
201	The Contractor shall support all DMV Registration Holds or other enforcement methods allowed by interstate Interoperability enforcement agreements.

1.2.10. Collections

This Collections process covers the assignment of past due amounts on delinquent FasTrak accounts, and delinquent Violations to the Collection Agencies provided by the Contractor. Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to Collections. Unpaid transactions/trips and fees on FasTrak accounts that are delinquent may also escalate to Collections.

Delinquent Violation debts are placed with a Collection Agency.

The process of assigning unpaid transactions/trips, Violations, fees and penalties to Collections is called Collections Placement, and is an automated BOS process. However, based on the Business Rules, each Collections Placement may require a quality review and/or the Authority's approval before the Collections Placement file is submitted to the applicable Collection Agency.

Prior to a Collections Placement, the Authority may require the Contractor to perform outgoing calls or mail a pre-collections letter to alert an individual of an impending Collections Placement and allow one more chance to make a payment.

The Collection Agencies will provide regular collection activity updates to the BOS by electronic interface. Payments for transactions/trips in Collections can be made to the Collections Agency or to the CSC. The Contractor will manage, monitor and reconcile the transfer of Collections Placement files and revenue collected by the Collection Agencies and the CSC.

202	The Contractor shall provide the Collection Agencies.
203	The Contractor shall support outbound collections calls and letters prior to Collections Placements.
204	The Contractor shall verify that the BOS is performing Collections Placements according to the Business Rules, Operations Plan and SOPs.
205	While it is expected that the Collection Agencies will be the primary payment processors for debts in Collections, the Contractor shall accept payments for amounts in Collections.
206	The Contractor shall verify that the Collection Agencies are accurately updating the BOS and shall work directly with the Collection Agencies to completely and accurately resolve any issues in a timely manner, including identification and resolution of any discrepancies between what the BOS identifies is in Collections and what Collection Agencies say is in Collections.
207	Using the BOS and other data sources as necessary, the Contractor shall perform reconciliations including but not limited to: <ul style="list-style-type: none"> • reconcile files received from the Collection Agencies to the BOS to ensure the files received from the Collection Agencies are correctly Posted to the BOS; • reconcile outstanding Collections balances per the BOS to outstanding Collections balances per the Collection Agencies on a monthly basis, and research and resolve discrepancies and • reconcile amounts collected by the CSC in relation to Collections Placements sent to the Collection Agencies. There should be no duplicated revenue collections on the same Collections Placement.
208	The Contractor shall review and verify invoices submitted by Collection Agencies, along with required backup documentation and providing feedback to the Authority.
209	The Contractor shall provide a financial reconciliation between the BOS and the Collection Agencies for a specific customer account at the Authority's request.
210	The Contractor shall provide assistance to the Collection Agencies regarding the research of disputes when customers contact the Collection Agencies and shall coordinate the resolution with the Collection Agencies.
211	The Contractor shall update the BOS when notified by a Collection Agency that a customer has been allowed to establish a settlement arrangement to pay a lesser amount or to make periodic payments.

1.2.11. Bankruptcy

The Contractor shall receive and process Notification of bankruptcies related to amounts owed to the Authority by customers. The laws related to bankruptcy are very specific and must be followed closely from initial Notification through final resolution and potentially transaction Write-Off.

212	The Contractor shall comply with bankruptcy laws.
213	The Contractor shall document receipt of Notification of bankruptcy within the BOS and place applicable transactions on hold pending the outcome of the bankruptcy process.
214	The Contractor shall remove DMV Holds for trips subject to bankruptcy proceedings.
215	The Contractor shall communicate with the Collection Agencies, as necessary, related to a bankruptcy Notification.
216	The Contractor shall discontinue collection efforts with the Franchise Tax Board for trip subject to bankruptcy proceedings.
217	The Contractor shall update the status of the bankruptcy in the BOS upon notification of changes or the resolution and perform the necessary steps to ensure that the BOS accurately reflects the outcome including but not limited to dismissing amounts due, processing Write-Offs and reinstating Violations.
218	The Contractor shall send copies of bankruptcy Notifications to the Authority.
219	The Authority will notify the Contractor of any bankruptcy proceedings for which the Authority receives Notifications. The Contractor shall update the status of the bankruptcy in the BOS accordingly and notify the applicable Collection Agency.
220	The Contractor shall follow up with, provide information and respond to requests from all parties including but not limited to customers, attorneys, the bankruptcy courts and the Authority related to a customer bankruptcy proceeding.

1.2.12. Violation Investigative Review (Disputes), Administrative Review and Hearing Support

When a violator receives a Violation Notice, they can contest (dispute) it. Disputes shall be tracked as Cases in the BOS. The Contractor shall follow California Vehicle Code Section 40250 et seq. with respect to disputes and Administrative Review Hearings.

221	The Contractor shall manage disputes, subsequent resolutions, and support Administrative Reviews.
222	The Contractor shall receive, research, document and resolve all customer disputes.
223	The Contractor shall investigate all customer disputes to determine if the contesting person (ROV) is responsible for the Violation.
224	The Contractor shall mail the results of the investigation to the person who contested the Violation.
225	When the person contesting a Violation is not satisfied with the results of the Contractor's investigation, they may request an Administrative Review Hearing. The Contractor shall schedule all Administrative Review Hearings and collect payment from the customer in accordance with California Vehicle Code and Authority's Business Rules and SOPs.

226	The person contesting a Violation can request a waiver of deposit due to financial hardship. The Contractor shall verify that the person is eligible for financial hardship via verification of their W-9 or other Authority Approved process.
227	The Contractor shall adhere to the California Vehicle Code Violation dispute process and Authority policies.
228	Once an Administrative Review Hearing is requested, the Contractor shall again review the dispute and organize all related information, using primarily the Evidence Package reports from the BOS, and provide the Authority and the Administrative Hearing Officer with all relevant documentation in a comprehensive Evidence Package.
229	The Contractor shall develop the processes, for Approval by the Authority, for the hiring and scheduling of Administrative Hearing Officers in compliance with all applicable statutes and manage the entire Administrative Review and Hearing process.
230	The Contractor shall be readily available in-person to the Contractor-hired Administrative Hearing Officer during the Administrative Review Hearing. Contractor personnel shall be available and support the process per the SOPs and as requested by the Authority.
231	The Contractor shall provide a Spanish-speaking interpreter to attend and support all applicable Administrative Review Hearing.
232	The Contractor shall implement all required actions resulting from the Administrative Review Hearing process.
233	The Contractor shall offer and process reduced Violation penalties in accordance with the Business Rules, Operations Plan and SOPs.
234	The Administrative Review Hearing will result in either the Violation(s) being dismissed or violator being required to make payment. The Contractor shall make adjustments to the balance due and/or collect payment from the customer and provide notification.

1.2.13. Banking and Lockbox Services

The banking and merchant services for the CSC are comprised of the following:

- **Banking Services** – Banking Services are comprised of the Authority provided depository accounts into which merchant and other deposits are made. The Authority has selected and contracted with a Banking Services provider.
- **Merchant Services** – Contractor-provided merchant services are comprised of the payment processor and acquiring bank.
- **Refund Account(s)** – Bank Account(s) from which customer refunds are made. The Refund Account(s) is part of the Authority’s Banking Services.
- **Lockbox** – The Contractor may elect to provide and use a Lockbox Service Provider to receive and process all mailed payments related to customer accounts and Violations.

The Authority will retain ownership of the Bank Accounts and will provide the Contractor with the necessary access to act and transact on behalf of the Authority. The Contractor will provide the Merchant Service Provider; the Authority will be the merchant of record for all Merchant Service Providers.

235	The Contractor shall reconcile the BOS reports to the bank, all customer payments, Lockbox (if applicable) and merchant accounts on a daily basis.
236	The Contractor shall utilize the Authority's Banking Services and Contractor's MSPs to fulfill the requirement(s) of the bank and MSPs.
237	The Contractor shall utilize and manage the Authority refund process and associated Refund Account(s) to disburse customer refunds which require the issuance of a check. The Contractor shall reconcile and report on the refund activities.
238	The Contractor shall coordinate with the Authority-provided armored services with daily pickup at the I-405 CSC and WIC.
239	The Contractor shall manage a Refund Account from which they will issue checks for the Authority.
240	The Contractor shall issue all refunds, including checks.
241	The Contractor shall process any Lockbox Exceptions transmitted by the Lockbox Service Provider within the same day the payment was received from the customer.

1.2.14. Closing Procedures

242	The Contractor shall perform closing procedures in an accurate and timely manner in accordance with the Performance Measures, including but not limited to:
	<ul style="list-style-type: none"> • perform Posting Day close to finalize counts and revenue for the Revenue Day; • perform month-end close on the last Posting Day of the calendar month and • perform year-end close on the last Posting Day of the Fiscal Year.

1.2.15. Escheatment (unclaimed property)

243	The Authority follows statutory requirements with regard to uncashed checks issued as a form of refund to customers, violators and other funds deemed unclaimed by the Authority.
244	The Contractor shall work with the Authority to follow the Escheatment process.
245	The Contractor shall maintain a register of all uncashed checks. The register shall indicate an unique identification number, such as account number or violator ID number, the name, address, check #, amount of check, check issue date, reason for check issuance, check reversal date, and reason for reversal, if applicable.
246	The Contractor shall provide the Authority with lists of the uncashed checks eligible for Escheatment and those that have completed the Escheatment process.
247	The Contractor shall provide information and conduct research as requested by the Authority related to uncashed checks and unclaimed funds.
248	The Contractor shall reissue checks at the Authority's direction.

249	The Contractor shall identify the funds as Escheated in the BOS as directed by the Authority.
250	Prior to Escheatment, the Contractor will advertise a Notice of Publication of Unclaimed Funds that will run once a week for two (2) weeks.
251	When no inquiries are received, the checks will revert back to the Authority. The Authority will provide the Contractor with a list of funds to either reissue a check for or to revert back to the Authority.

1.2.16. Write-Offs

The BOS will provide the capability for the Contractor to monitor, conduct, and report on Write-Offs of unpaid balances or aged amounts.

252	The Contractor shall develop a Write-Off procedure that complies with legislation and the Authority's policies.
253	Contractor shall configure BOS to perform automatic Write-Offs based on the Business Rules for unpaid balances which meet the Approved criteria.
254	Contractor shall monitor the automatic Write-Offs performed by the BOS and report on these to the Authority on a monthly basis.

1.2.17. Reconciliations

The Contractor shall be responsible for the management of the financial operations of the CSC, including the balancing and reconciliation of all Financial Transactions.

255	The Contractor's balancing and reconciliation activities, which shall be provided to the Authority on a weekly and monthly basis, shall include but are not limited to:
	• perform daily balancing and close-out of all shifts;
	• perform daily balancing of all mailed-in payments;
	• perform daily and monthly reconciliation of all Bank Accounts;
	• perform daily and monthly reconciliation of all merchant account activity and fees, including but not limited to Credit Cards and Debit Cards and
	• perform daily and monthly reconciliation of all Lockbox activity.
256	The Contractor shall develop a process for identifying, reporting and resolving all errors and discrepancies, which shall be included in the Operations Plan.
257	The Contractor shall perform other financial and transactional reconciliations in an accurate and timely manner, to be provided to the Authority for review, in accordance with the Performance Measures, including but not limited to:
	• perform daily, monthly and annual reconciliation of all transactions;

	<ul style="list-style-type: none"> perform daily, monthly and annual reconciliation of all Interoperable Agency transactions;
	<ul style="list-style-type: none"> perform daily, monthly and annual reconciliation of all transactions placed at a Collection Agency;
	<ul style="list-style-type: none"> perform daily, monthly and annual reconciliation of all Third-Party Service Provider payments and
	<ul style="list-style-type: none"> perform quarterly reconciliation and analysis of accounts receivable for the purpose of recording a provision for uncollectible accounts receivable journal entry.
258	The Contractor shall perform monthly reconciliations of all Financial Accounts, including roll-forward schedules from prior periods, which will be provided to the Authority for review.
259	The Contractor shall reconcile all payments received from all payment channels within one day of posting to the system. This shall include the identification and resolution of all reconciliation discrepancies.
260	The Contractor shall perform reconciliations, including but not limited to:
	<ul style="list-style-type: none"> detailed reconciliation of transactions/trips and revenue, by facility and transaction type;
	<ul style="list-style-type: none"> Bank Accounts;
	<ul style="list-style-type: none"> refunds by refund type;
	<ul style="list-style-type: none"> prepaid account balances;
	<ul style="list-style-type: none"> transponder deposits;
	<ul style="list-style-type: none"> aged accounts receivable;
	<ul style="list-style-type: none"> fees revenue;
	<ul style="list-style-type: none"> penalties;
	<ul style="list-style-type: none"> Write-Offs;
	<ul style="list-style-type: none"> payment transactions and
	<ul style="list-style-type: none"> other cost items and revenues.

1.2.18. Financial Reporting

The Authority reports on a Fiscal Year beginning July 1 and ending June 30. As a public-sector entity, the Authority's basic financial statements are presented in compliance with pronouncements in accordance with the Governmental Accounting Standards Board (GASB) and in conformity with GAAP.

While most Financial Transactions are captured automatically through the BOS, some level of manual entry may be required. Reports, including electronic reports and data exports from the BOS, are the primary means by which the Authority will capture financial information related to the operation of the CSC. The financial reports consist primarily of various BOS-generated reports which summarize the financial and operational performance of the CSC. While most reports are automated, the Contractor is expected to provide manual reports for information that is not automated as requested by the Authority.

261	The Contractor shall utilize BOS-generated reports Approved by the Authority to fulfill reporting needs as described in the Reporting and Reconciliation Plan.
262	The Contractor shall provide all financial reconciliation and reports to the Authority in a timely manner, but no later than the date(s) prescribed in the Performance Measures.
263	The Contractor shall provide all data to the Authority in compliance with pronouncements issued by GASB and in conformity with GAAP.
264	The Contractor shall perform ongoing review of reports at a frequency sufficient to guarantee all reports balance and reconcile to related reports.
265	<p>The Contractor shall balance, reconcile and verify the content of the reports, including but not limited to:</p> <ul style="list-style-type: none"> • daily receipts report (by payment method, payment channel and transaction type, including disbursements); • monthly receipts report (by payment method, payment channel and transaction type, including disbursements); • bank reconciliations; • prepaid toll balance; • refunds; • payments to DMVs and other Registered Owner of Vehicle (ROV) Lookup Provider for lookup and Registration Hold fees; • negative balance prepaid customer report; • transaction aging report; • customer aging report for Violation Notices, fees, etc.; • monthly adjustment report as required by the Authority and • transponder inventory reconciliation.
266	The Contractor shall enter journal entries, check payments and other Financial Transactions into the Authority’s general ledger systems on a daily, weekly and monthly basis.

267	The Contractor shall, at the request of the Authority, provide new vendor setup, including soliciting and providing W9 of the new vendor and setting up vendor information in the Authority's accounting systems.
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1.2.18.1. Audits

1.2.18.1.1. SSAE-18 Type II Audit

The Contractor shall engage an independent auditor to perform an SSAE-18 Type II audit to cover the operations of the CSC and provide the resulting SOC1 report to the Authority. The auditors have a fiduciary duty to the Authority; however, the coordination of the audit, including managing the audit and related requests, managing interviews with staff, and the preparation of any supporting documentation or schedules shall be the responsibility of the Contractor.

268	The Contractor shall engage an independent auditor, which has been Approved by the Authority to perform the SSAE-18 Type II audit.
269	The selected independent auditor shall be experienced and widely recognized in the United States for performing these types of audits. (i.e., the selected audit firm shall perform a minimum of ten (10) such similar audits each year).
270	The Contractor and auditor shall mutually agree on an audit plan, which shall be provided to the Authority for Approval, including regularly scheduled meetings.
271	The audit shall cover the period of April 1 to March 31 annually, supplemented by a bridge letter covering the period of April 1 through June 30 annually, with the first year covering the Agreement start date through March 31 and the last year covering April 1 through the end of the Agreement Term. The audit periods are deliberately set to include an offset and a bridge letter so that the Authority's auditors have the SOC1 report in time to start their audit work.
272	The final SOC1 report shall be provided to the Authority no later than June 30 each year.
273	The Contractor shall comply with all changes to requirements under SSAE-18; in the event SSAE-18 is replaced by a new standard, the new standard shall apply and in the event the SOC1 is replaced by a new reporting form, the Contractor shall submit the new reporting form.
274	The Contractor shall promptly comply with all audit requests.
275	The Contractor shall promptly notify the Authority of any concerns raised by the auditors, including but not limited to: <ul style="list-style-type: none"> • any asserted weaknesses; • limitations on audit scope; • the auditors' inability to carry out the audit; • the Contractor's inability to carry out the audit; • any projected cost overruns and

	<ul style="list-style-type: none"> time delays in scheduled audit completion.
276	If there is a material change to the Contractor's operations, the Contractor shall update the initial SOC 1 report and include it on the update to ensure the Contractor is in compliance with the SSAE-18 attestation standards.

1.2.18.1.2. Quality Audit

The Contractor shall conduct daily quality audits. These audits shall encompass all aspects of the CSC Operation as described in the Quality Plan. The Contractor must develop an audit report and provide it to the Authority monthly.

277	The Contractor shall conduct daily quality audits in accordance with the Contractor's Quality Plan. All deficiencies identified through the audit process shall be successfully corrected by the Contractor. The findings in the audits will result in a monthly report to the Authority.
278	The Contractor shall institute any corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.

1.2.18.1.3. Other Audits

Other aspects of the CSC are subject to audit by the Authority and/or third parties as well as the Contractor. Results of audits conducted by the Authority and/or third parties, including any prepared audit reports, will be shared with the Contractor, as applicable.

279	The Contractor shall conduct and/or support the Authority in any Contractor required or Authority led audits relating to the Authority's facilities, toll collection, BOS, and CSC Operations. For example, TIFIA, annual external audits, biennial and triennial audits.
280	<p>The Contractor shall conduct audits in accordance with the Quality Plan. These audits may include but are not limited to:</p> <ul style="list-style-type: none"> internal control procedures; revenue/transaction reporting; physical inventory audit; security audits; financial audit; facility inspections and Authority processing and performance.

281	As the accountant for the CSC Operations, the Contractor shall supply the Authority's auditor(s) and management with information and schedules as requested and respond to requests from the Authority or its auditors in a timely manner.
282	The Contractor shall provide the Authority and their designee(s) access to the CSC for the purpose of conducting their audit(s).
283	The Contractor shall support the Authority by running reports and making all requested documentation available for review.
284	The Contractor shall support the Authority by making Contractor employees, consultants and other involved subcontractors and parties available for interview by auditors.
285	The Contractor shall successfully correct all deficiencies identified through the audit process.
286	The Contractor shall institute all corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.

1.2.19. Revenue Management

287	The following forms of payment will be accepted by CSC. The Contractor shall account for, credit to the customers' accounts and deposit into the appropriate Bank Account(s) all payments in accordance with the Performance Measures:
	<ul style="list-style-type: none"> • checks (including personal, business, e-check, certified and cashier's checks); • money orders; • cash (United States currency); • Credit Card, including mobile payments and EMV chip integrated circuit card (at in-person locations only) and • Debit Card (PIN-less debit only).
288	Using the BOS, the Contractor shall accept payments from customers who use any combination of the above payment methods. For example, customers can choose to pay a portion of their balance using a check and another portion using a Credit Card, or using two (2) or more different Credit Cards.
289	The Contractor shall deposit and post to customer accounts all payments received from all payment channels within the same day the payment was received from the customer.
290	The Contractor shall deposit any checks received by the CSC electronically using bank-specified check scanners, which shall interface with the bank software.
291	The Contractor staff shall manually key in check information in the event of a check scan failure.

292	The Contractor shall manually apply in the BOS any fees which are not automatically applied through the BOS, in accordance with the Business Rules, Operations Plan and SOPs. Examples of these fee types are a returned check fee or a one-time paper statement fee, which must be selected by the user.
293	The Contractor shall post all customer payments received by operations into the BOS.
294	The Contractor shall develop a full-cycle chain of custody process (such as, how payments transfer from the mail room to an Authority employee for Posting to the bank for deposit) for all payments and cash balances which shall be included in the Operations Plan.
295	The Contractor shall develop and implement money handling, counting and storage procedures that cover items including but not limited to: <ul style="list-style-type: none"> • responsibility for all funds until custody of the funds has passed to the Authority; • all monies (checks and cash) collected shall be stored in a safe in a secure area until collected or deposited by the bank; • all money handling, counting and storage shall be performed in a secure area and under dual control at all times and • cash shall not be transported through public areas without appropriate security.
296	The Contractor shall deposit all monies received into the Authority’s Bank Accounts.
297	On a daily basis, the Contractor shall reconcile, balance and report to the Authority all bank deposits of funds received.
298	The Contractor shall develop and implement customer refund procedures in accordance with the Business Rules to be included in the Operations Plan.
299	The Contractor shall remit monies to and collect monies from various parties in accordance with the Performance Measures and Operations Plan. Such remittances may be made by check, wire transfer, or book transfer, and may be made by either the Contractor or the Authority, in accordance with the Operations Plan and shall include but are not limited to payments to and from: <ul style="list-style-type: none"> • customers; • the Authority; • Interoperable Agencies; • Lockbox Service Provider; • DMV; • Collection Agencies and • Third-Party Service Providers.

1.2.20. Paper Document Storage

The CSC receives and generates paper documents over the course of daily business. These hard copy documents are scanned into the BOS for easy retrieval and association with applicable accounts and Cases on a timely basis and paper documents are shredded. It is anticipated that document storage needs will be minimal and any required space will be provided by the Authority at the I-405 CSC Facility.

300	The Contractor shall provide and Approved approach for the handling, storage, scanning and shredding of all paper documentation in accordance with the Security Standards.
301	The Contractor shall scan all paper documentation into the BOS associating each appropriately with applicable account(s) and Case(s).
302	The Contractor shall redact information in accordance with the Security Standards, Business Rules, Operations Plan and SOPs on the document prior to scanning the paper documentation into the BOS.
303	The Contractor shall shred and dispose of all paper documentation after it has been successfully scanned in accordance with the Security Standards.

1.2.21. Interoperability

The Authority is already Interoperable with the other toll agencies in California. Over the life of this Agreement, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority will participate in regional and national Interoperability.

The Contractor will work in cooperation with all Interoperable Agencies and CSC facilities, and support the Authority with efforts to provide for efficient and successful operation.

304	Working with the Interoperable Agencies, the Contractor shall facilitate the resolution of interface related issues or errors.
305	The Contractor shall provide financial and transactional reconciliation with Interoperable Agencies.
306	The Contractor shall participate in periodic teleconferences and meetings related to Interoperability and other Interoperability organizations.
307	The Contractor shall provide a point of contact for resolution of issues arising with Interoperable transactions/trips and customer service including dispute resolution.
308	The Contractor shall monitor and manage the electronic file transfers within the BOS as required.
309	The Contractor shall manage and reconcile Interoperable receivables and payables.
310	The Contractor shall provide annual Credit Card rate analysis for the Interoperable Agencies and facilities with which the OCTA I-405 will have an agreement to net out Credit Card fees from revenue. The Contractor shall prepare the netting schedule that provides the net amount that the agencies/facilities transmit to each other.

Exhibit B

Volume IV: Performance Measures

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1 INTRODUCTION

The following describes the Performance Measures for the BOS and CSC Operations. The Authority requires the Contractor to continuously operate the BOS and CSC in accordance with the standards of performance identified in Requirements and these Performance Measures.

The Contractor's performance will be both self-monitored and monitored by the Authority and is rated based on the Contractor's ability to meet these Performance Measures, which reflect the minimum performance expected of the Contractor to provide timely and reliable BOS processing and well as the minimum level of customer service.

1.1 BOS Performance Measures

BOS performance will be measured in categories that align with the primary functions of the BOS. The specific method of measuring the Contractor's performance will vary depending on the individual Performance Measure, but will generally be measured either by event, per calendar/Business Day or on a monthly basis. If a Performance Measure is not met, the Contractor is assessed an Adjustment to the monthly fee, based on the calculations described in the table. For some categories, the amount by which the Performance Measure is missed matters in determining how well the BOS is performing, therefore the non-compliance fees increase as the deviation from the Performance Measure increases.

Table 1, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown. Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.

Table 1: BOS Performance Measurers and Adjustments

#	BOS Performance Measure	Measurement Calculation and Frequency of Adjustments	Adjustments
1	BOS availability - Priority 1	<p>Calculates BOS availability if a Priority 1 event has occurred during the period.</p> <p>Monthly measurement of 99.80% uptime target.</p> <p>Availability shall be calculated as follows:</p> <p>Availability = (1 - [Total number of hours of Priority 1 downtime per month / Total hours in the month]) * 100</p>	<p>A 3% Adjustments to the monthly maintenance fee for availability between 99.50% and 99.80%;</p> <p>A 5% Adjustments to the monthly maintenance fee for availability between 99% and 99.49% and</p> <p>A 10% Adjustments to the monthly maintenance fee for availability below 99%.</p>
2	BOS availability - Priority 2	<p>Calculates BOS availability if a Priority 2 event has occurred during the period.</p> <p>Monthly measurement of 99.80% uptime target.</p> <p>Availability shall be calculated as follows:</p> <p>Availability = (1 - [Total number of hours of Priority 2 downtime per month / Total hours in the month]) * 100</p>	<p>A 1.0% Adjustments to the monthly maintenance fee for availability between 99.50% and 99.80%;</p> <p>A 1.5% Adjustments to the monthly maintenance fee for availability between 99% and 99.49% and</p> <p>A 3% Adjustments to the monthly maintenance fee for availability below 99%.</p>
3	Interface data and file exchanges	Per individual data or file exchange that is inaccurate, has incomplete data, is not technically compliant with the ICD, or is not provided/retrieved in the required time frame, per the ICD and/or agreed to operating procedures. Applies to all Interfaces other than Contractor-provided Third-Party Service Providers.	\$250
4	Interface acknowledgements	Per individual event of a scheduled data or file exchange that is not acknowledged in the typical or required time frame, per the ICD and/or agreed to operating procedures.	\$250
5	Interface exception handling	Per individual data or file exchange where and exception information is not provided to the source system and the designate contact is not notified in the required or typical time frame, per the ICD and/or agreed to operating procedures. Exceptions are inaccurate information identified during data validation or an anomaly that prevents data, files and images from being properly processed.	\$250
6	Trip Posting	Per hour or partial hour in which files are not accurately posted within two (2) hours of receipt.	\$1000
7	Job Process	Per discrete event where a BOS Software job and/or process does not correctly run and complete within the expected time. Expected time = scheduled time + maximum run time.	\$250 per event and up to 60 minutes of delay. \$100 for each partial additional hour of delay.
8	Account replenishments	Per Calendar Day in which all eligible accounts with a valid payment mechanism are not replenished within one (1) hour of reaching the low-balance threshold.	\$2,500 Escalates by \$2,500 each subsequent Calendar Day up to a maximum of \$10,000 per Calendar Day

#	BOS Performance Measure	Measurement Calculation and Frequency of Adjustments	Adjustments
9	Sending of customer-initiated, non-batched email or text	Per Calendar Day for each type of automated Notification that is not correctly sent within 15 minutes of eligibility.	\$500
10	Mailing of USPS Notifications	Per subsequent Calendar Day in which eligible customer Notifications are not sent within three (3) Calendar Days.	\$500
11	Reporting	Per Calendar Day for each report that is not generated by the BOS, delivered and/or made available with accurate data per the reporting schedule.	\$100
12	Monthly system Maintenance reports	Per subsequent Business Day that the monthly report is not generated within the required time frame.	\$500
13	Respond to agency requested information	Per subsequent Business Day that Contractor does not provide acknowledgement and status of requested information within two (2) Business Days.	\$500
14	Following the Approved Change management process	Per event of Contractor not following Approved Change management process and required testing before making a Change to the BOS Hardware or Software.	\$5,000
15	Log, track and report all BOS failures or reported System issues.	Per event of Contractor not following Approved process and accurately logging event within the PMMS.	\$250
16	Acknowledgement of BOS failure and degradation notifications by Contractor	Per event without intentional human acknowledgment (recorded within the PMMS) by the Contractor's Maintenance personnel of receiving notification of a BOS failure or degradation from the BOS, other Contractor personnel, customers, the Authority, Third-Party Service Providers or another contractor as follows: <ul style="list-style-type: none"> • Within one (1) hour of notification for a Priority 1 event; • Within four (4) hours of notification for a Priority 2 event; and • Within twenty-four (24) hours of notification for a Priority 3 event. 	Priority 1 - \$1,000 Priority 2 - \$500 Priority 3 - \$250
17	Repair of Priority 1 failure or degradation	Per Priority 1 failure that is not repaired within four (4) hours.	\$ 2,500 per event and \$200 for each subsequent hour of delay.
18	Repair of Priority 2 failure or degradation	Per Priority 2 failure that is not repaired within twenty-four (24) hours.	\$1,000 per event and \$100 for each subsequent hour of delay.
19	Repair of Priority 3 failure or degradation	Per Priority 3 failure that is not repaired within three (3) Calendar Days.	\$500 per event and \$500 for each subsequent Calendar Day of delay.
20	Protect sensitive customer information from exposure to others	Per event of exposure of PII or PCI data to unauthorized persons.	\$25,000 per event and per subsequent day of exposure and all costs of direct damages, Notification and remediation.
21	Notify all affected customers of security breach.	Per event of customer Notifications not being sent within two (2) Calendar Days of security breach.	\$5,000 per event and \$2,500 for each subsequent Calendar Day of delay.

#	BOS Performance Measure	Measurement Calculation and Frequency of Adjustments	Adjustments
22	Remediate all PCI or PII related deficiencies	Per Calendar Day if deficiency remains after one (1) month from the initial date when any PCI or PII vulnerability is identified during PCI compliance audits, normal network and BOS monitoring, testing or vulnerability scans. This includes completing the Approved Change management process, complete testing and successful placement into production of fixes required to achieve compliance.	\$500 per Calendar Day
23	Recovery Point Objective (RPO)	In case of primary BOS failure and transfer of production to the DR site, where the RPO is more than ten (10) minutes.	\$5,000 per event and \$1,000 for each subsequent ten (10) minutes of extended RPO.
24	Recovery Time Objective (RTO)	In case of primary BOS failure and transfer of production to the DR site, where the RTO is more than twenty-four (24) hours.	\$5,000 per event and \$250 per each subsequent hour of extended RPO.

1.2 CSC Operations Performance Measurement

The CSC Operations Performance Measures are tracked and reported to measure the ability of the Contractor to execute the key business processes and SOPs required. The Performance Measures are intended to align with the primary functions of the CSC Operations.

Some Performance Measures will be used to measure performance of processes that execute multiple times per day, for example, serving customers at the CSC or via the telephone. Other Performance Measures assess the Contractor's performance on the completion of a specific task, for example the completion of accurate monthly reconciliation and Submittal of the reconciliation documentation to the Authority.

The specific method of measuring the Contractor's performance will vary depending on the Performance Measure, but will generally be measured on a per item, daily or monthly basis. Non-compliance with the Performance Measures will result in assignment of non-compliance points, which are used to calculate the monthly Adjustments. This process is described in the following section. Regardless of how a Requirement is measured, the Contractor shall provide monthly reporting for all Performance Measures.

1.2.1.1 Performance Scorecard

For CSC Operations performance measurement, each Performance Measure is assigned a weighted non-compliance point value. The value of the non-compliance points assigned depends on the severity of the failure and its potential impact on the Authority's business.

The Contractor shall develop Performance Measure reports, including the Monthly Performance Scorecard. Failure to comply with the Performance Measure will result in the associated non-compliance points being applied to the Contractor's Monthly Performance Scorecard. If the accumulated non-compliance points reach a specified threshold, the Contractor's invoice for the month will be adjusted by a percentage of the total invoice value, as shown in Table 3.

Table 2, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown.

Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.

Table 2: CSC Operations Performance Measures and Non-Compliance Points

OPS#	CSC Operational Performance Measures	Measurement and Frequency	Non-Compliance Points*
1	Reporting of all Operations Failures to the Authority - The Contractor shall notify the Authority of all observed operations failures identifying the failure utilizing the Approved notification process defined in the Operations Plan, SOPs and Business Rules.	Per failure to report observed operational failure using Approved notification process within 60 minutes	3
2	Monthly Reconciliations - The Contractor shall ensure all reconciliations are completed per the Requirements and that discrepancies are investigated, resolved, reconciled and closed and that the monthly roll-up of daily reconciliations, summarizing the daily activities for the entire month is provided.	Per month in which monthly roll-up is not provided within three (3) Business Days of month end	30
3	Monthly Journal Entries - The Contractor shall ensure all month end journal entries are transmitted to the Authority and shall include minimum monthly fee accrual, Credit Card processing fees accrual, customer Collections and Violations Collections accrual, tax and lottery intercept accrual and accounts receivable (A/R) and accounts payable (A/P) other interop accrual.	Per month in which accruals are not provided within three (3) Business Days of month end	30
4	Daily Journal Entries - The Contractor shall ensure all daily journal entries are transmitted to the Authority and shall include cash receipts journal entries for violations and cash receipts/adjustments for activity on customer accounts.	Per day in which the journal entries are not provided within one (1) Business Day	3
5	Quality Assurance - The Contractor shall ensure that all Approved Quality Assurance (QA) processes, per the Quality Plan are completed monthly.	Per month in which 100% of Approved QA processes are not followed	40
6	Customer Satisfaction - The Contractor shall use a Customer Satisfaction Survey to determine customer satisfaction with how contacts are handled. The post-contact survey questions will gauge the customers' satisfaction with the Service they received when contacting the CSC.	Per month in which Contractor does not achieve an average of 4.5 (at a minimum) out of 5	30
7	Speed of Answer - Call Center request to speak with a CSR - The Contractor shall answer incoming calls, after the caller elects to speak with a CSR.	Per Business Day in which 80% of calls are not answered within 60 seconds	3
8	Abandon Rate - The Contractor shall ensure incoming calls do not abandon prior to speaking with a CSR.	Per Business Day in which 4% of calls or more are abandoned	3
9	Speed of Answer - Chat - The Contractor shall answer incoming chat requests when a customer elects to chat with a CSR.	Per Business Day in which 80% of chats are not answered within 60 seconds	3
10	Speed of Answer - Text - The Contractor shall respond to incoming texts when a customer elects to text the CSC.	Per Business Day in which 80% of texts are not answered within 60 seconds	3
11	Speed of Answer - Email - The Contractor shall respond to incoming email requests when a customer elects to email the CSC.	Per Business Day in which 90% of emails are not responded to within 1 Business Day	3
12	First Contact Resolution - The Contractor shall resolve customer requests on the first contact with the CSC. Customers will be provided a question on the customer surveys to indicate if their request was resolved on the first contact.	Per Business Day in which Contractor does not resolve 85% of calls (per survey results)	5
13	CSC WIC Customer Wait Time - The Contractor shall ensure waiting times for customers to interact with a CSR at the CSCs remain within acceptable limits.	Per Business Day in which 80% of wait times exceed five (5) minutes	3
14	Timeliness of Customer Request Resolution - The Contractor shall completely and accurately resolve customer requests, including resolving customer complaints, made via all channels. Resolution of a customer request means completely resolving the issue, complaint or inquiry, such that no further follow up by the customer, the Contractor or the Authority is required.	Per Business Day in which 90% of cases are not resolved within one (1) Business Day	3
		Per Business Day in which 98% of cases are not resolved within five (5) Business Days	3

OPS#	CSC Operational Performance Measures	Measurement and Frequency	Non-Compliance Points*
15	Accuracy of Customer Request Resolution - The Contractor shall completely and accurately resolve the customer requests. Resolution of a customer request means completely resolving the issue, complaint or inquiry, such that no further follow up by the customer, the Contractor or the Authority is required.	Per month that 99% accuracy is not met	30
16	Reason Code Accuracy - The Contractor shall select the correct transaction reason code. The BOS shall select a random sample set of one-hundred (100) transactions which required a reason code each month which will be reviewed for accuracy as part of the Contractor's Quality Assurance process. Both the process and the final outcome will be evaluated and the transactions which are determined to be adjusted or reversed for the wrong reason or inappropriately adjusted or reversed will be identified.	Per month that 99% accuracy is not met	30
17	OCTA Identified High Priority Issues Acknowledged and Assigned - The Contractor shall acknowledge and assign to appropriate staff all high priority customer issues. The Authority will designate specific issues as "high priority" when the issues are provided to the Contractor. These issues are entered into the Case process for tracking to final resolution which will be communicated to the Authority and the customer.	Per high priority issue that is not acknowledged and assigned within two (2) business hours	3
18	OCTA Identified High Priority Issues Accurately and Completely Resolved - The Contractor shall accurately and completely resolve all high priority customer issues. Resolution means completely resolving the issue for the inquiry, such that the issue requires no further follow up by the customer, the Contractor or the Authority.	Per high priority issue that is not accurately and completely resolved within one (1) Business Day	3
19	Processing of Returned Mail - The Contractor shall process all returned mail. The customer account must be updated with any new information and further research tasks shall be undertaken in accordance with the Business Rules to attempt to obtain an address for customers with only an undeliverable address.	Per Business Day in which 90% of the sample size of returned mail is not processed within three (3) Business Days	3
		Per Business Day in which 100% of the sample size of returned mail is not processed within ten (10) Business Days	3
20	Processing of Transponder Requests - The Contractor shall package and transmit all transponder requests to shipping provider.	Per Business Day in which 100% of transponder requests are not processed within two (2) Business Days	3
21	Payment Processing - The Contractor shall ensure all payments are posted to the correct account.	Per Business Day in which 100% of payments are not processed within two (2) Business Days	5
22	Research and Resolve Unidentified Payments - The Contractor shall ensure 100% of all cash, money order and check payments which are ineligible for immediate posting to a customer account (for example, payments missing sufficient information to identify the posting account) are completely and accurately resolved (for example, posted to an account, refunded to the customer or documented as all avenues exhausted). These include payments which cannot be readily associated with a customer account. The Contractor shall be responsible for conducting timely research on these payments so that the payments can be posted to a customer account as quickly as possible or, if all research avenues are exhausted and documented, tracked as unidentified funds in case of future customer contact	Per Business Day in which 100% of all unidentified payments are not completely and accurately resolved within five (5) Business Days	3
23	Process and Issue Refunds - The Contractor shall ensure 100% of all eligible refunds are completely and accurately mailed to customer.	Per Business Day in which 100% of all refunds are not completely and accurately issued within five (5) Business Days	3
24	Staff Turnover/Attrition - The Contractor shall ensure the voluntary staff turnover / attrition rate does not exceed 5% of the total workforce each month. The Contractor is expected to implement employee engagement tools, training and career development processes to ensure the workforce remains consistent	Per month in which voluntary turnover/attrition exceeds 5%	10
<i>For monthly measures the Contractor shall measure performance by comparing the target performance level defined in these Performance Measures against their actual performance for the month as applicable.</i>			

1.3 Non-Compliance Performance Adjustments

The Contractor’s performance score will be determined each month by adding the points assessed for non-compliance as described above. A performance Adjustment will be made in each month that the Contractor exceeds the allowable number of non-compliance points up to a maximum monthly Adjustment. The invoice Adjustment will exclusive of any pass-thru costs.

Table 3: Non-Compliance Adjustments

Performance Level	Non-Compliance Points Range	Monthly Invoice Adjustments Percent
Level 1	0-30	0%
Level 2	31-50	1%
Level 3	51-150	2%
Level 4	151-250	5%
Level 5	251-400	12%
Level 6	401+	25%

1.4 Escalation

Non-compliance points will accrue as follows:

- The first month that a specific Performance Measure is not met will result in the assessment of the initial value of the associated non-compliance points assigned in Table 3.
- If a specific Performance Measure is not met for a second consecutive month, the non-compliance points assessed for that failure will be doubled for that month.
- If a specific Performance Measure is not met for a third consecutive month and for all subsequent consecutive months thereafter, the non-compliance points assessed for that failure will be tripled for that month.

1.5 Corrective Actions

Failure to meet a Performance Measure does not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures in the future. This will be documented in a Corrective Action Plan (CAP). For example, if the Contractor fails to completely and accurately resolve 100% of the customer requests within the time required by the Performance Measure, the unresolved customer requests must still be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences. The Contractor must complete activities in a first-in, first-out order (FIFO). Skipping prior day’s work in order to catch up with a Performance Measure will not be allowed.

1	The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures.
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2	Failure to meet a Performance Measure shall not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. Any failure to meet a Performance Measure that requires the completion of a specific action(s), for example completing daily reconciliations or completing image review correctly, which is not completed in accordance with the Requirement, shall not relieve the Contractor of the responsibility to perform in accordance with the Operations Plan and the Requirements.
3	If a Performance Measure involving completing work in certain period of time is missed, the work shall be completed in order, such that the oldest work is completed before starting any newer work. The Contractor shall not skip any prior work and process new work to avoid a subsequent Performance Measure Adjustment.
4	The Contractor shall develop a Corrective Action Plan (CAP) for each failure to meet a Performance Measure identifying the root cause(s), the extent of the problem and providing a plan to rectify the current situation and prevent future occurrences. For example, if the Contractor fails to completely and accurately resolve customer requests within the time required by the Performance Measure, the unresolved customer requests shall be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences.
5	The Contractor shall submit the CAP to the Authority for review and Approval.
6	The CAP provided by the Contractor shall be in a format Approved by the Authority as part of the Operations Plan.

1.6 Non-Chargeable and Chargeable Failures

For purposes of calculating Performance Measures, chargeable and non-chargeable failures are defined as follows:

- *Non-chargeable failures are those failures identified in the following section. Adjustments will not be assessed for non-chargeable failures.*
- *Chargeable failures are any failures not specifically identified as non-chargeable. Adjustments will be assessed for chargeable failures.*

1.6.1 Non-Chargeable Failures

7	Non-chargeable failures are limited to:
	<ul style="list-style-type: none"> • Force Majeure, as defined in the Agreement; • BOS failures caused by environmental or operating conditions outside of those that the Contractor controls as established in the Requirements; • Preventive Maintenance as allowed in the Maintenance Plan and • failures that are the responsibility of other contractors and Third-Party Service Providers that are not contracted through or provided by the Contractor as determined by the Authority.

1.6.2 Chargeable Failures

8	Chargeable failures shall include any failures not specifically identified as non-chargeable.
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1.7 Performance Reporting

The Contractor is required to provide the Authority a Monthly Operations Report that includes the Contractor's Performance Reports and Monthly Performance Scorecard. The Contractor's Performance Report will include a series of reports detailing the Contractor's performance against each Performance Measure and details related to the failure events that resulted in the non-compliance. The Contractor's Performance Report shall contain all information necessary for the Authority to verify the Contractor performance as reported by the Contractor.

9	The Contractor shall prepare and submit to the Authority the Performance Reports as part of the Contractor's Monthly Operations Report on an agreed-upon day each month as defined in these Requirements.
10	The Performance Report shall include: 1) a Monthly Performance Scorecard calculating the non-compliance points assessed that month, if applicable; 2) a series of reports that is comprised of one (1) report per Performance Measure, detailing the Contractor's performance against the Requirement that month supporting the Monthly Performance Scorecard for each Performance Measure, and 3) a historical report detailing the Contractor's performance against each Requirement for the most recent 13 months. Copies of all CAPs related to failures for that month must be included.
11	The Contractor shall provide the required Monthly Operations Report to the Authority before an invoice will be considered for payment.

Attachment A: WRTO and CTOC Technical Specifications for Interagency Electronic Data Interchange

Technical Specification for Interagency Electronic Data Interchange

WESTERN REGION TOLL OPERATORS (“WRTO”)
and
CALIFORNIA TOLL OPERATORS COMMITTEE (“CTOC”)

Technical Specification

for

Interagency Electronic Data Interchange

Revision A 2.0

May 13, 2020

Technical Specification for Interagency Electronic Data Interchange

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Technical Specification for Interagency Electronic Data Interchange

1. LIST OF REVISIONS

CTOC Technical Specification:

Rev. A Initial Release

Rev. B Adds Good Tags File Layout

Rev. C Adds Toll Violations File Layout

Rev. D Adds Statement Descriptions in Appendix E
Document Reformatted

Rev. E Revise Good Tags File to Tag Status File
Changed Processing Times

Rev. F Modifies Violations File Format
Adds License Plate Exchange File Layout
Adds Document Distribution List
Adds Additional Plaza/Lane Designations for TCA

Rev. G Modified Tag Status File Format to additional tag information fields
Added new Appendix F - Violations Reject File
Rename old Appendix F (Plaza/Lane Designations) to Appendix I
Re-organize document to current form
Add Title 21 definition as Appendix K
Add Title 21 approved messages codes as Appendix L

Rev. G (1-7-2002) Combined commented versions of document into current version
for comment and approval.

Rev. G (2-26-2002) Questions and answers revisions to document. Rev. G (FINAL)
Final comments added from teleconference.

Rev. G.1 (FINAL) Final corrections:

- 1) Remove DIFF from tag status file header.
- 2) Fix sample file for tag status.
- 3) Pay by Plate Processing Narrative correction.
- 4) Reconciled Pay by Plate Charges File – fixed Reconcile codes.

Rev. G.2 (FINAL) Corrections:

- 1) Change to General File Format Rule #15 regarding transaction uniqueness.
- 2) Add General File Format Rule #16 regarding sequence numbering.

Rev. G.3 (FINAL) Corrections:

- 1) Remove “optional” from 3 subtypes on Tag Status File. Subtypes must be sent.

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- 2) Remove the San Diego CALTRANS Bridge (Coronado).

Rev. G.4 (April 26, 2004) Corrections:

- 1) Corrected Title 21 tag range assignments to reflect current approved assigned ranges.
- 2) Corrected Definition of License Plate field (in License Plate Status File) to read "Alphanumeric" instead of "Alpha".
- 3) Added the following "Format conforming to DMV Parking Manual" to the description of the License Plate Field.
- 4) Added "Daily Violation Sweep" Flowchart to Appendix D.
- 5) Updated "Pay by Certificate" Flowchart in Appendix E.

Rev. G.4.1.a. (December 13, 2010) Corrections:

- 1) Corrected Table of Contents to include page 11, "File Naming Conventions"
- 2) Updated the "Document Control" to remove Harry Hansen, Jr. and add Joyce Hill as the Document Control contact.
- 3) Updated the California's Definition for Title 21's 32-BIT Transponder ID number Field to include the current Facility Codes, descriptions for Tag Type and Title 21 Out-of-state Agencies (February 16, 2010)
- 4) Record Appendixes as listed in Rev. G.4:
 - a) Appendix A: Plaza/Lane Description
 - b) Appendix B: Title 21 Definition
 - c) Appendix C: Subtype Definitions for Tag Record File
 - d) Appendix D: License Plate Date Logic
 - e) Appendix E: Violation Enforcement via Plate Reads
- 5) Appendix A: Added lane and descriptions for TCA (Windy Ridge SB/NB Lane 13, November 3, 2009)
- 6) Appendix A: Added lane and descriptions for I-680 Express lanes
- 7) Appendix A: Corrected lane and descriptions for SANGAG

Rev. G.4.1.b. (April 7, 2011) Corrections

- 1) Appendix A: Added lane and description for TCA (Tomato Springs SB/NB Lane 13, 2004).
- 2) Updated agency name in Table 2, Agency Codes, to add "BATA."
- 3) Updated the California's Definition for Title 21's 32-BIT Transponder ID number Field to include the current Facility Codes, descriptions for Tag Type and Title 21 Out-of-state Agencies (January 13, 2011)

Rev. G.4.2. (June 21, 2011) Corrections:

- 1) Appendix A: Deleted lanes and description for TCA (Portola Parkway North Off Lanes 2248-03, 2248-04 and Portola Parkway North On Lanes 2249-03, 2249-04)
- 2) Changes:
 - a) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.1 Transponder Tag Type ID for HOV Switchable Tags. (March 24, 2011)
 - b) Includes Example Tag

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- 3) Updated General File Format Rules for switchable tag mode. (February 14, 2011)
 - a) Section 8.2.2 Field: Tag ID; Notes section
 - b) Section 8.3.2 Field: Tag ID; Notes section
 - c) Section 8.4.2 Field: Tag ID

Rev. G.4.3. (November 16, 2011) Changes:

- 1) Added LA Metro to the Agency Codes; Section 6.0, Table 2.
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 17, October 7, 2011)
- 3) Added lanes and descriptions for LA Metro to Appendix A: Plaza/Lane Descriptions

Rev. G.4.4. (December 21, 2011) Changes:

- 1) Added lanes and descriptions for 237 Express Lanes to Appendix A: Plaza/Lane Descriptions

Rev. G.4.5. (November 20, 2012) Changes:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 19, September 25, 2012)
- 2) Added lane and changed descriptions for SANDAG 1-15 to Appendix A: Plaza/Lane Descriptions

Rev. G.4.6. (March 22, 2013) Changes:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 21, March 21, 2013)
 - a) Note: Version 20: Newly assigned Facility Codes for TCA; Table 1 & 2.
 - b) Version 21: Newly assigned Facility Codes for SR-91; Table 2

Rev. G.4.7 (April 03, 2013) Changes:

- 1) Added/updated plazas for LA Metro to Appendix A: Plaza/Lane Descriptions

Rev. G.4.8 (November 15, 2013) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 22, October 25, 2013)

Rev. G.4.9 (December 4, 2013) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 23, November 21, 2013)

Rev. G.4.9.a (April 16, 2014) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 24, April 3, 2014)

Rev. G.4.9.b (October 23, 2014) Changes:

- 1) Updated plazas for TCA to Appendix A: Plaza/Lane Descriptions
 - a) Closed: 61 lanes
 - b) Added: 4 lane

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c) Name Changes: 6 lanes

Rev. G.4.9.c (November 10, 2014) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 25, November 6, 2014)

Rev. G.4.9.d (November 13, 2014) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 26, November 13, 2014)

Rev. G.4.9.e (May 21, 2015) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 27, November 13, 2014)
- 2) Change:
 - a) Deleted TCA's CLOSED lanes from the APPENDIX A: Plaza/Lane Descriptions
 - b) 2.0 Document Control: Removed Joyce Hill, added Rick Carrier
- 3) Add:
 - a) APPENDIX A: Plaza/Lane Descriptions
 - b) 4001-4009 Reserved for OCTA
 - c) 4020-4040 Reserved for RCTC

Rev. G.4.9.f (June 08, 2015) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.2, Table 1, (Version 28, June 4, 2015)
- 2) Deleted "(Pilot Project)" from Section 7.2, Table 1

Rev. G.4.9.g (June 15, 2015) Update:

- 1) Added "(Multiprotocol Tags)" to Section 7.2, Table 1
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.2, Table 2, (Version 29, June 15, 2015)

Rev. G.5 Draft V0 (April 21, 2006) Modifications:

- 1) Changed "Amount Charged" to "Amount Posted" in TRAN AMOUNT field in Reconciled Toll Charges and Reconciled Pay by Plate Charges files
- 2) Add "Account Identifier" field to tag file
- 3) Add "Account Identifier" and "Plate Identifier" fields to plate file
- 4) Eliminate "D" (Delete option) in the Tag File (which should always be INIT only)
- 5) Added clarifying language about the Daily Violation Database Sweep
- 6) BATA added to the list of Agency Codes used in filename. BATA will use the code assigned to ATCAS (Caltrans).
- 7) San Francisco Airport added to list of Agency Codes.

Rev. G.5 Draft V1 (November 21, 2013) Modifications:

- 1) Added a Note to the Toll Charges Processing narrative to standardize exclusion of non-revenue plates.
- 2) Added VERSION to all header files. This field will contain the Version Number, "REVG.5" right justified. This will allow for backward compatibility in the future.

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- 3) Updated Appendix A, adding new I-15 plazas and lanes.
- 4) Updated Appendix F with new ranges from CALTRANS.
- 5) Added Entry/Exit Times and Axle Count to toll and Pay by Plate transaction files.

Rev G.5 Draft V2 (April 16, 2014) Modifications:

- 1) Modified Section 4.0 - Item 3 - Added more clarity to Guarantee of payments for valid plates.
- 2) Modified Section 8.1.1 - Narrative (2nd Paragraph) - clarified note.
- 3) Modified Section 8.2.2
 - a) Removed DST Field
 - b) Modified AXLE Count Notes
 - c) Added OCCUPANCY Field
- 4) Modified Section 8.2.4 –
 - a) Modified Toll Charges Sample File to include how different Trip Types are included.
- 5) Added new section 8.2.5 - Business Rules to describe how Entry/Exit Information is included in the Toll Charges File.
- 6) Modified Section 8.3.2 -
 - a) Changed Notes for the first 13 Fields to reflect that it should be same as the original Toll Charges File.
 - b) Removed DST Field
 - c) Removed INFERRED TAG READ Field.
 - d) Added Occupancy Field
- 7) Modified Section 8.5.1 -
 - a) Pay by Plate Narrative - Modified previously modified Paragraph 4.
 - b) Removed GENERAL GUIDELINES Section.
- 8) Modified Section 8.6.2 - Remove DST Flag
- 9) Added New Section 8.6.5 – Business Rules for Plate Status Files.
- 10) Modified Section 8.7.2 - Plate Status Detail Record Format
 - a) Removed PlatelD
 - b) Changed Definition of Action Code
 - c) Added PLATE TYPE - to differentiate Universal Non-Revenue Plate Accounts.
- 11) Added New Section 8.7.5 – Business Rules for Plate Status Files.
- 12) Modified Section 8.8.2 - Reconciled Pay by Plate Detail Record Format
 - a) Modified Notes for field 1 thru 13 to reflect that it will be same as the PBP Plate Transaction File
 - b) Removed DST

Rev G.5 Draft V3 (June 17, 2014)

- 1) Section 5.2 – Included updated process flow
- 2) Section 8.3.1 - Reconciled Toll Charge File - Added POST AMT Field
- 3) Section 8.7.5 – Modified Business Rules section based on comments from the meeting.
- 4) Section 8.8.2 - Reconciled PBP Charge File - Added POST AMT Field.

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Rev G.5 Draft V4 (December 2, 2014)

- 1) Updated document to include changes made in Rev. G.4.9.a, Rev. G.4.9.b, Rev. G.4.9c and Rev. G.4.9.d.
 - a) Updated California's Definition for Tile 21's 32-Bit Transponder Id Number Field, Section 7.0
 - b) Updated plazas for TCA to Appendix A: Plaza/Lane Description
- 2) Revision of the document based on comments
- 3) Section 5.2 – Included updated process flow

Rev G.5 Draft V5 (January 22, 2015)

- 1) Section 8.5.2 – Removed bullet in C - Exception of Distance based toll.

Rev G.5 Draft V6 (May 1, 2015)

- 1) Updated 8.2.2 Toll Charges Detail Record Format to add 6C Tag compatibility.
- 2) Updated 8.3.2 Reconciled Toll Charges Detail Record Format to add 6C Tag compatibility
- 3) Updated 8.4.2 Tag Status Record Format to add 6C Tag compatibility
- 4) Added Appendix F – 6C Toll Operators Coalition AVI Transponder Programming Standard (Version 2.0 November 20,2014)

Rev G.5 Draft V7 (June 1, 2015)

- 1) Updated document to include changes made in Rev. G.4.9.e (May 21, 2015)
 - a) Changed 2.0 Document Control: Removed Joyce Hill, added Rick Carrier
 - b) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 27, November 13, 2014)
 - c) Deleted TCA's CLOSED lanes from the APPENDIX A: Plaza/Lane Descriptions
 - d) Added notes to APPENDIX A: Plaza/Lane Descriptions
 - i. 4001-4009 Reserved for OCTA
 - ii. 4020-4040 Reserved for RCTC
- 2) Updated Section 8.2.2
 - a) Changed Notes for Occupancy field
- 3) Updated document to include changes made in Rev. G.4.9.f (June 08, 2015)
 - a) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.2, Table 1, (Version 28, June 4, 2015)
 - b) Deleted "(Pilot Project)" from Section 7.2, Table 1

Rev G.5 Draft V8 (June 15, 2015)

- 1) Updated document to include changes made in Rev. G.4.9.g (June 15, 2015)
 - a) Updated Switchable Transponder Tags Facility Codes, Section 7.2, Table 2 to extend the LA MTA range in T21 CA Transponder ID Ver. 29
 - b) Added "(Multiprotocol Tags)" to Section 7.2, Table 1

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Rev G.5.1 (October 20, 2015) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 30, October 7, 2015)
- 2) Updated Appendix F, 6C Programming Standard, Version 2.1

Rev G.5.2 (February 19, 2016) Update:

- 1) Added/updated plazas for I-580 Express Lanes to Appendix A: Plaza/Lane Descriptions

Rev G.5.3 (May 5, 2016) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 31, April 20, 2016)
- 2) Updated Appendix F, 6C Programming Standard, Version 3, rev. 3

Rev G.5.4 (August 17, 2016) Update:

- 1) Added/updated plazas for 91 Express Lanes to Appendix A: Plaza/Lane Descriptions

Rev G.5.5 (December 27, 2016) Update:

- 1) Added field justification clarification for the ACCOUNT ID field in the Tag Status Detail Record table (section 8.4.2) and the Plate Status Detail Record table (section 8.7.2)
- 2) Updated the sample file examples in sections 8.2.4, 8.3.4, 8.4.4, 8.6.4, 8.7.4, and 8.8.4.
- 3) Added ATI information section 9 to separate ATI files from CTOC files
- 4) Updated I-580 lanes in Appendix A: Plaza/Lane Descriptions

Rev G.5.5.a (Mar 9, 2017) Update:

- 1) Updated SANDAG Express Lanes in Appendix A: Plaza/Lane Descriptions

Rev G.5.6 (Oct 13, 2017) Update:

- 1) Section 3 – Changed the reference to Senate Bill 1523 to Streets and Highways Code
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 32, September 26, 2017)
- 3) Section 8.2.2 - Added Vehicle Type to the Toll Charges Detail Record
- 4) Modified section 8.4.2 - Tag Status Detail Record
 - a. Removed "D – deactivate tag"
 - b. Added clean air vehicles to Subtype B
- 5) Section 8.6.2 – Added Vehicle Type to the Pay by Plate Detail Record
- 6) Section 8.7.2 – Added a Subtype for clean air vehicles to the Plate Status Detail Record
- 7) Deleted Section 9, ATI Processing
- 8) Updated I-680 Express Lanes in Appendix A: Plaza/Lane Descriptions
- 9) Updated notes in APPENDIX A: Plaza/Lane Descriptions
 - a. 4020-4399 Reserved for RCTC
- 10) Deleted Subtypes "L", "S", "B", and "R" from APPENDIX C: Sub Type

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Definitions

Rev G.5.7 (Jan 24, 2018) Update:

- 1) Removed ATI File extensions in table 1
- 2) Fixed version typos throughout section 8

Rev G5.7a (Dec 7, 2018) Update:

- 1) Corrected definition of TAG ID and updated the sample files
- 2) Updated California's Definition for Title 21's 32 Bit Transponder Id Number Field, Section 7.0

Renamed as "Western Region Toll Operators and California Toll Operators Technical Specification." Restarted Version Numbering.

Rev A 1.0 (October 31, 2018)

- 1) Renamed document
- 2) Updated plaza codes

Rev A 1.1 (February 21, 2020)

- 1) Updated Appendix A to add plaza IDs for BAIFA, VTA, RCTC, TCA and Alameda CTC and reserve additional plaza ID range for OCTA
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 8.0 (Version 34, September 9, 2019)
- 3) Updated Section 2 with new contact information
- 4) Updated Section 7 Table 2 with new agency codes

Rev A 2.0 (May 13, 2020 DRAFT):

- 1) Updated Section 2 – Document Control
- 2) Updated Section 3 – Goal
- 3) Corrected Definition of Tag ID
- 4) Updated California's Definition for Title 21's 32 Bit Transponder ID Number Field
- 5) Rearranged, consolidated and numbered Business Rules
- 6) Added Correction, Correction Reconciliation, and Acknowledgement files
- 7) Updated time fields to include time zone
- 8) Added flowcharts
- 9) Updated reference to 6C Coalition Standard Version 3.2

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2. DOCUMENT CONTROL

All suggested additions, changes, and deletions should be submitted to:

Tyler Patterson
c/o WSDOT
401 2nd Ave S. #300
Seattle, WA 98104
Phone: (206) 716-1134
Email: PatterT@wsdot.wa.gov

Archives of this document will be at:

WSDOT
401 2nd Ave S. #300
Seattle, WA 98104

Any requests for changes, modifications, corrections, etc. will be logged, and then forwarded to the WRTO members for comment, before incorporation into this Technical Specification. No additions, modifications or deletions shall be valid and effective unless and until the same have been agreed to by the WRTO members.

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3. GOAL

This Technical Specification supports the Western Region Toll Operators (WRTO) goal of tolling interoperability among WRTO member agencies and with toll operators nationally. WRTO members will use this Technical Specification to support both types of interoperability. Figure 1 below shows that agencies within the Western Region will build upon the existing California Toll Operator’s Committee (CTOC) model for interoperability based on the peer-to-peer structure for exchanging data and settlement payments. The WRTO started with the last approved version of CTOC’s Technical Specification and updated it into this document. The WRTO attempted to minimize change when drafting these specifications for implementing intra-regional interoperability.

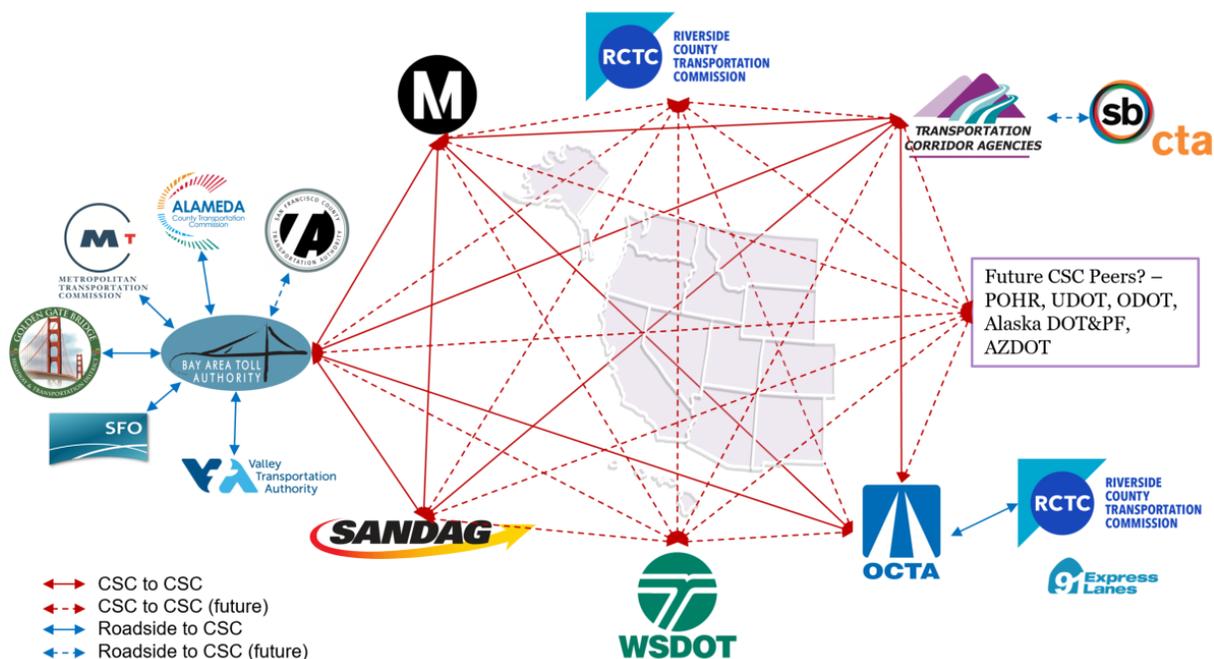


Figure 1. Western Region Peer to Peer interoperability

In support of the California members of the WRTO, WRTO members should strive to use one transponder compatible device to use on all WRTO toll facilities for the purpose of toll collection.

No California tolling agencies currently engage in interoperability with tolling facilities located outside of California. It is likely that such action will require modifications to state law. Until those modifications are made, as they apply to California toll agencies, these specifications shall be deemed to be standards adopted by the California tolling agencies for purposes of interoperability between those California agencies in accordance with California Streets and Highways Code section 27565(a).

National interoperability (NIOP) is based on regional hubs connecting to each other. Four regional hubs (Southeast, Central, E-ZPass, and Western) will form a hub-to-hub network to exchange data and settlement payments. Figure 2 below shows the regional

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hubs and potential member agencies. Each regional hub will funnel data and transactions between other regional hubs and their local agencies. The Hubs will use the NIOP Business Rules and ICD, which specify the rules for the exchange of data, reconciliation and settlement payments.

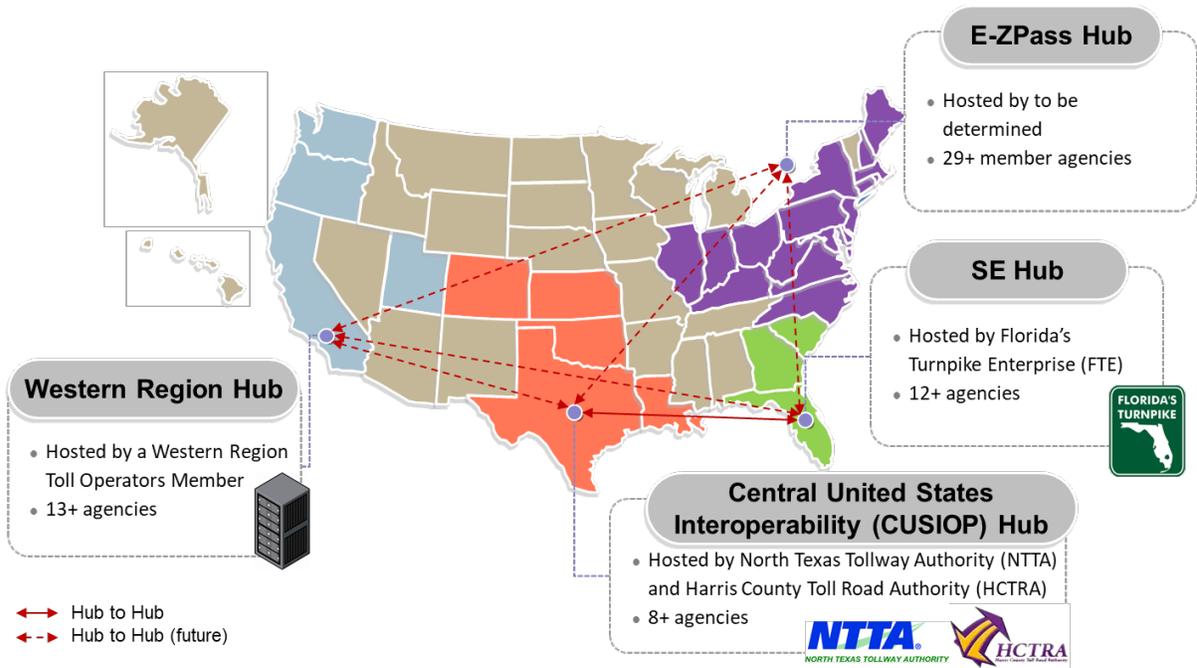


Figure 2 NIOP Hub to Hub interoperability

To participate in NIOP, the Western Region has a Western Region Hub (WR Hub) to serve as its conduit to the other regional hubs. As shown in Figure 3 below, Western Region agencies will interact with the WR Hub in a Hub and Spoke formation for exchanging tolling data with toll agencies outside the Western Region. Exchanges between the WR agencies and the WR Hub will use the same file types and structure as for the peer-to-peer exchanges.

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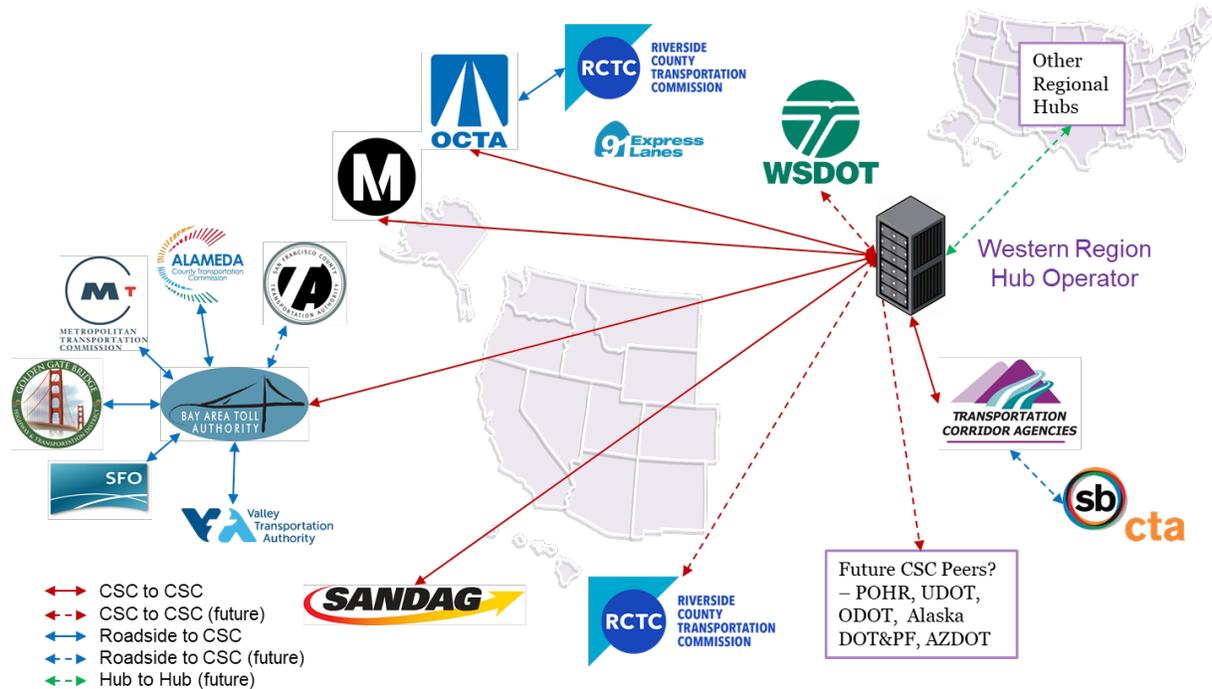


Figure 3 Western Region and NIOP Peer to Hub interoperability

WRTO member agencies will offer a single account statement to each customer, which includes their transaction activities from all interoperable participating facilities within the region and nationally.

Table 1 Definitions

Term	Definition
Away Agency	The owner/operator of the facilities at which a transaction occurred. In previous versions of this document, the term for these agencies was Acquiring Agency.
Agency ID	For 6C tags – A number within a range of numbers that the 6C Coalition assigns to the Home Agency, which is programmed into the transponder for automatic identification.
AVI	Automatic Vehicle Identification
Facility Code	For Title 21 tags - A number within a range of numbers assigned by Caltrans to the Home Agency, which is programmed into the transponder for automatic identification purposes.
Home Agency	The entity that establishes the account and issues the transponders. In previous versions of this document, the term for these agencies was Issuing Agency.
Lane Controller	Device that records data from in-lane systems and forms transactions.
NIOP	National Interoperability – Interoperability between Western Region and other interoperability regions, i.e. E-ZPass, Central, and Southeast.
Peer to Peer Settlement Agreement	The peer-to-peer Agreement that Western Region agencies sign to govern the exchange of data and funds for toll interoperability when at least one signer is outside of California (see also User Fee Processing Agreement).

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Term	Definition
Plate	License plate of a vehicle; captured by violation enforcement system (VES) if present.
Tag ID	Title 21 and 6C transponders - A number that uniquely identifies a transponder when associated with a single Facility Code or Agency ID.
Third Party	An entity that is not a public agency that has toll customers and may have its own Agency ID. Examples include BestPass and Neology.
Transponder (tag)	Device to allow for automatic vehicle identification, works by means of radio signal activation and returns the information programmed into it.
TSF	Tag Status File
User Fee Processing Agreement	The peer-to-peer Agreement that CTOC agencies sign to govern the exchange of data and funds for toll interoperability among themselves (see also Peer to Peer Settlement Agreement).
VES	Violation Enforcement System – For facilities with video enforcement, this would consist of high speed and video cameras to capture potential violator’s license plate for further identification and forwarding to a Violation Processing System. For facilities without video enforcement, this might consist of visual enforcement by police or other designated agency.

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4. BUSINESS RULES

4.1. General

4.1.1. File Types

Western Region Agencies will exchange the following file types as part of Western Region interoperability.

- Tag Status File (TSF) – Contains a comprehensive list of all transponders associated with valid accounts at each agency. Each day agencies will send a Tag Status File to each peer agency and receive one from each peer agency.
- License Plate Status File (LPSF) – Contains a comprehensive list of all license plates associated with valid accounts at each agency. Each day agencies will send a License Plate Status File to each peer agency and receive one from each peer agency.
- Toll Charges File – Each day, an agency will send each peer agency a Toll Charges File containing all transactions with transponders matching those deemed valid in that peer agency's Tag Status File for the transaction date.
- Pay by Plate File – Each day, an agency will send each peer agency a Pay by Plate File containing all transactions with license plates matching those deemed valid in that peer agency's License Plate Status File for the transaction date.
- Toll Charges Reconciliation File – In response to each Toll Charges File received, an agency will send a Toll Charges Reconciliation File containing reconciliation information for each transaction in that Toll Charges File.
- Pay by Plate Reconciliation File - In response to each Pay by Plate File received, an agency will send a Pay by Plate Reconciliation File containing reconciliation information for each transaction in that Pay by Plate File.
- Corrections File – When an agency needs to adjust or resubmit a transaction sent in a previous Toll Charges or Pay by Plate File, the agency sends the adjusted or resubmitted transaction in a Corrections File. Such files will not be sent on a regular schedule.
- Corrections Reconciliation File – In response to each Corrections File received, an agency will send a Corrections Reconciliation File containing reconciliation information for each transaction in that Corrections File.
- Acknowledgement File – In response to each file of any type received, an agency will send an Acknowledgement file indicating whether the agency accepted or rejected the file. With any reject, the agency will also send a reason for the rejection.

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4.1.2. Response Codes

Table 2 lays out the WRTO Response codes.

Table 2 WRTO response codes

WRTO Code	Meaning
A	Accepted – This is the only code that indicates a transaction posted to an account.
O	Transaction too old. See Section 4 for definition. Cannot be resubmitted.
D	Duplicate. Cannot be resubmitted.
F	Format Error. Can be resubmitted
I	Tag or Plate had an invalid status or was not in the Tag or License Plate Status File. Cannot be resubmitted for NIOP, can be resubmitted for WR internal.
L	Missing required LP Type. Send this code when a PBP transaction did not contain a LP Type, if your agency requires LP type in order to match license plate information to an account. Can be resubmitted.

4.1.2.1. Too Old

As a general practice, Home Agencies within the Western Region will continue accept transactions for 180 days past the transaction date. However, a WR Agency may choose to reject transactions as too old as early as 60 days past the transaction date.

4.1.3. Transaction Guarantee

4.1.3.1. Guarantee of Payment for Valid Tags

- a. Within the Western Region – The Home Agency will honor all transactions on transponders that were deemed “valid” in the Tag Status File, as sent to the Away Agency for the date associated with each toll event. The Away Agency has the responsibility to validate such transactions.
- b. NIOP Exchange – WR Hub will flag transactions as guaranteed per NIOP Business Rules

4.1.3.2. Guarantee of Payment for Valid Plates

- a. Within the Western Region - The Home Agency will make best efforts to honor all transactions on license plates deemed “valid” in the License Plate Status File, as sent to the Away Agency for the date associated with each trip. If the account balance is negative or the account is closed at the time of posting, the Home Agency may reject the transaction. If the Home Agency rejects a transaction with a valid License Plate, the Away Agency may continue to check such transactions against the latest License Plate Status File received from the Home Agency and resubmit the transaction when the account balance is positive. Otherwise, the Away Agency may pursue the transaction per its internal business rules

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for unpaid transactions.

- b. NIOB Exchange – WR Hub will flag transactions as guaranteed per NIOB Business Rules.

4.2. Tag Status Files

4.2.1. Within the Western Region

4.2.1.1. Frequency

Each Agency will send every other agency a Tag Status File once per day.

4.2.1.2. Bulk Tag Status Files

Each exchange of transponder status information provides for a complete transfer of active customer's transponder information from the Home Agency to the Away Agencies using the Tag Status File. The Away Agency stores this in their database and replaces it with the information from the next Tag Status File. The WRTO does not exchange differential (partial update) Tag Status Files.

4.2.1.3. Valid Tags

An Agency may only include transponders that are active against accounts in good standing in a Tag Status File. An Agency may not include transponders belonging to Accounts that are in negative balance in a Tag Status File.

4.2.1.4. Rules for inclusion for Agency IDs and Facility Codes

A Home Agency may only put transponders with its own Agency ID or Facility Code or a 3rd party Agency ID or Facility Code in the Tag Status File. A Home Agency may put transponders with other public Agency IDs or Facility Codes on its accounts for local use.

4.2.1.5. Inclusion of a transponder in more than one Tag Status File

Transponders with Third Party Agency IDs or Facility Codes may appear in more than one Tag Status File. If this occurs, the Away Agency will use its own Business Rules to determine to which Home Agency it will send the transaction for collection.

4.2.1.6. Transponder Protocol

Agencies should include transponders with 6C and Title 21 protocols. Agencies may not include transponders with other protocols in their Tag Status Files. If a pair of agencies in the WR make a bi-lateral agreement on this issue, they may exchange transponder information for other transponder protocols in the

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Tag Status Files they exchange between their agencies. Agencies may include license plates associated with other protocol based transponder accounts in their License Plate Status Files.

4.2.1.7. Local Non-revenue accounts

Agencies agree by convention not to send transponder or plate information for their own designated non-revenue account holders (accounts setup for maintenance trucks, agency employees, and other such entities that have the privilege of using that agency's toll facility free of charge).

4.2.1.8. Universal Non-revenue accounts

Transponders belonging to Universal Non-Revenue Accounts, may be included in the Tag Status File sent to other Western Region agencies. These records will be clearly indicated by the TAG TYPE field that will be set to "N" for Non-Revenue.

4.2.1.9. Use of Tag Status File

Agencies shall store the data contained in a Tag Status File and use it as a valid and definitive record of the Home Agency's active customer transponders until it receives a subsequent Tag Status File from the Home Agency.

4.2.2. Exchanges with the Western Region Hub

4.2.2.1. From the Western Region Hub

The Western Region Hub will not send Tag Status Files to Western Region Agencies. See Business Rules on Transaction Processing in Section 4.4 for further information.

4.2.2.2. To the Western Region Hub

Western Region member Agencies will send Tag Status Files to the WR Hub on a daily basis. Note: In order to send this information to other NIOP Hubs, the WR Hub will process these files including:

- Translating Title 21 transponder IDs into new IDs that fit into the equivalent NIOP field
- Combining the Tag Status File with License Plate Status File into a single Tag Validation List (TVL) with every License Plate tied to a transponder
- Changing to a differential file, as needed

The WR Hub will then send the TVL to the other NIOP Hubs.

4.2.2.3. Difference from internal Tag Status File

Agencies may send the same bulk Tag Status File to the WR Hub as it sends to other WR Agencies. As an alternative to ensure maximum interoperability, it is recommended that Agencies that issue transponders with protocols not

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permitted in the regional Tag Status File, such the SeGo protocol, create a separate Tag Status File that includes those additional transponders to send to the WR Hub.

4.3. License Plate Status File

4.3.1. Within the Western Region

4.3.1.1. Frequency

Each Agency will send every other agency a License Plate Status File once per day.

4.3.1.2. Bulk License Plate Status Files

Each exchange of license plate status information provides for a complete transfer of active customer's license plate information including number, state and effective date from the Home Agency to the Away Agencies using the License Plate Status File. The Away Agency stores this in their database and replaces it with the information from the next License Plate Status File. The WRTO does not exchange differential (partial update) License Plate Status Files.

4.3.1.3. Transponder Association

In general, only License Plates belonging to Transponder based accounts are included in the Plate Status File. License Plates belonging to a Plate based account may be included in this file if a pair of agencies has a separate agreement to allow such inclusion.

4.3.1.4. Local Non-revenue accounts

License Plates belonging to designated Non-Revenue Accounts are not included in the Plate Status files (accounts belonging to maintenance vehicles, agency staff, etc. that grant the license plate discounts while using Home Agency's Toll Facilities).

4.3.1.5. Universal Non-revenue accounts

License Plates belonging to Universal Non-Revenue Accounts, may be included in the License Plate file sent to other Western Region agencies. These records will be clearly indicated by the PLATE TYPE field that will be set to "N" for Non-Revenue.

4.3.1.6. Valid Plates

An Agency may only include license plates that are active against accounts in

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good standing in a License Plate Status File.

4.3.1.7. Effective Date

When the account balance for an account that was previously negative, changes to a positive balance, the account becomes available for posting again. While generating the License Plate Status File, the Home Agency should ensure that the EFFECTIVE START DATE is the same as the original start date for the License Plate, before the account became negative.

4.3.1.8. Deactivated Plates

To prevent sending old deactivated plates in the License Plate Status File, Home Agencies should ensure that License Plates belong to accounts in good standing and License Plates are not included if the EFFECTIVE END DATE is more than 120-days older than the date the License Plate Status File is generated.

4.3.1.9. Special Characters

Home Agency shall cleanse/filter data to ensure that the License Plate Status File does not contain any License Plates with special characters (non-alphanumeric characters).

4.3.1.10. License Plate Type

If the Home Agency requires LP Type to post a transaction, it must include the LP Type in the License Plate Status File. If not required to post, the Home Agency should leave this field blank. Including the LP Type in the License Plate Status File indicates that the Away Agency must include LP Type with that license plate in a Pay-By-Plate File in order for the Home Agency to accept the transaction. Note: The WRTO Technical Committee keeps LP Type guidance documents as supplied by Toll Facilities in its on-line document repository available to all WRTO members. Please ask the WRTO Technical Committee Chair for access.

4.3.2. Exchanges with the Western Region Hub

4.3.2.1. From the Western Region Hub

The Western Region Hub will not send License Plate Status Files to Western Region Agencies. See Business Rules on Transaction Processing for further information.

4.3.2.2. To the Western Region Hub

Western Region member Agencies will send License Plate Status Files to the

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WR Hub on a daily basis. Note: In order to send this information to other NIOP Hubs, the WR Hub will process these files including:

- Combining the Tag Status File with License Plate Status File into a single Tag Validation List (TVL) with every License Plate tied to a transponder
- Changing to a differential file, as needed

The WR Hub will then send the TVL to the other NIOP Hubs.

4.3.2.3. Difference from internal License Plate Status File

Agencies may send the same bulk License Plate Status File to the WR Hub as it sends to other WR Agencies. If universal non-revenue license plates are included in the WR Hub License Plate Status File, the WR Hub will not send them on to the other regional Hubs.

4.4. Transaction Processing

4.4.1. Processing Transponder Based Transactions within the Western Region

The Western Region Tag Data Exchange Flowchart in Figure 4 below describes the transaction processing flow for transponder based transactions within the Western Region to support the business rules that follow.

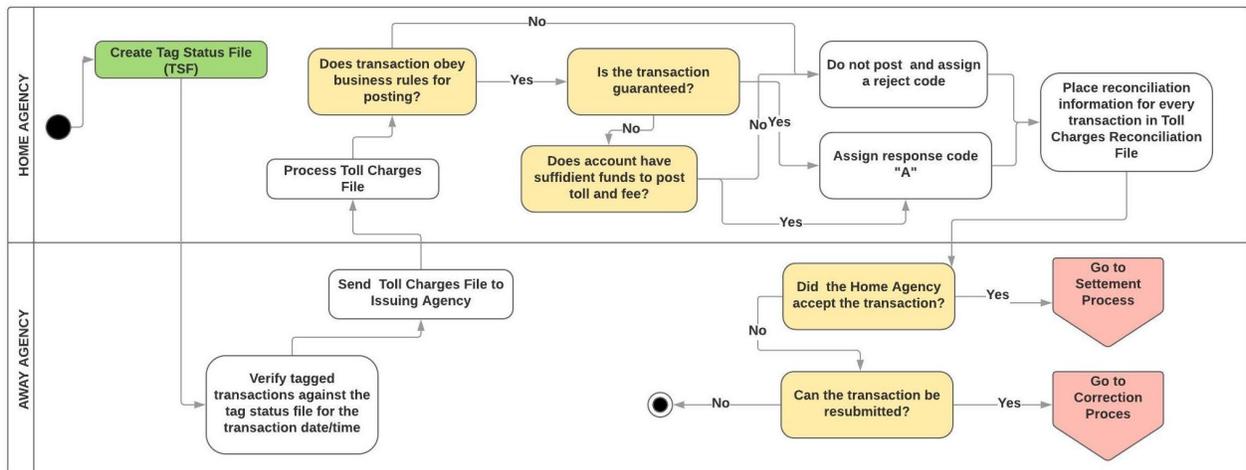


Figure 4 WR tag data exchange

4.4.1.1. Handling Transponders at the lane controller

Each agency is responsible for filtering transponders at the lane level to ensure that only transponders designated for tolling use are included in transactions (i.e. filters out tags for other uses such as inventory).

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4.4.1.2. Assembling a Toll Charges File

The Away Agency compares transactions that its system recorded to the list of active transponders in the Home Agency's Tag Status File corresponding to the transaction date. The Away Agency assembles those trips that have a transponder with a number matching a number on the Home Agency's most recent list into a Toll Charges File.

4.4.1.3. Sending a Toll Charges File

The Away Agency assembles and sends a Toll Charges File to each Home Agency daily, as long as it has at least one transponder-based transaction that matches the Home Agency's Tag Status File.

4.4.1.4. Processing a Toll Charges File

Upon receipt of the Away Agency's Toll Charges File, the Home Agency checks the following to determine whether to accept or reject a transaction received in a Toll Charges File.

4.4.1.4.1. Correct format

Does the transaction contain all the required information in the correct format? If no, reject with Code "F."

4.4.1.4.2. Too Old

Did the Away Agency send the transaction within the Home Agency's time limit for posting transactions? If not, reject with Code "O."

4.4.1.4.3. Duplicate

Is the transaction a duplicate of another transaction? If so, reject with Code "D." Each agency uses its own Business Rules to define a duplicate.

4.4.1.4.4. Sufficient Funds

Does the Account associated with the transponder have sufficient funds to post to the account? If yes, respond with code "A." If not, check against further business rules.

4.4.1.4.5. Guaranteed Transactions

Did the transaction contain a transponder that was "valid" in the Tag Status File corresponding to the transaction date? If yes, this is a guaranteed transaction and should be responded to with code "A." If not, reject with code "I."

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4.4.1.5. Creating a Reconciled Toll Charges File

After the Home Agency processes a Toll Charges file, it will create a Reconciled Toll Charges File and send it to the Away Agency. This file will contain a detail record for each transaction received by the Home Agency from the Away Agency in the corresponding Toll Charges File. The detail record will include a response code regarding the resolution of that transaction as well as posting amount.

4.4.2. Processing Image Based Transactions within the Western Region

The Western Region Plate Data Exchange Flowchart in Figure 5 below describes the transaction processing flow for image based transactions within the Western Region to support the business rules that follow.

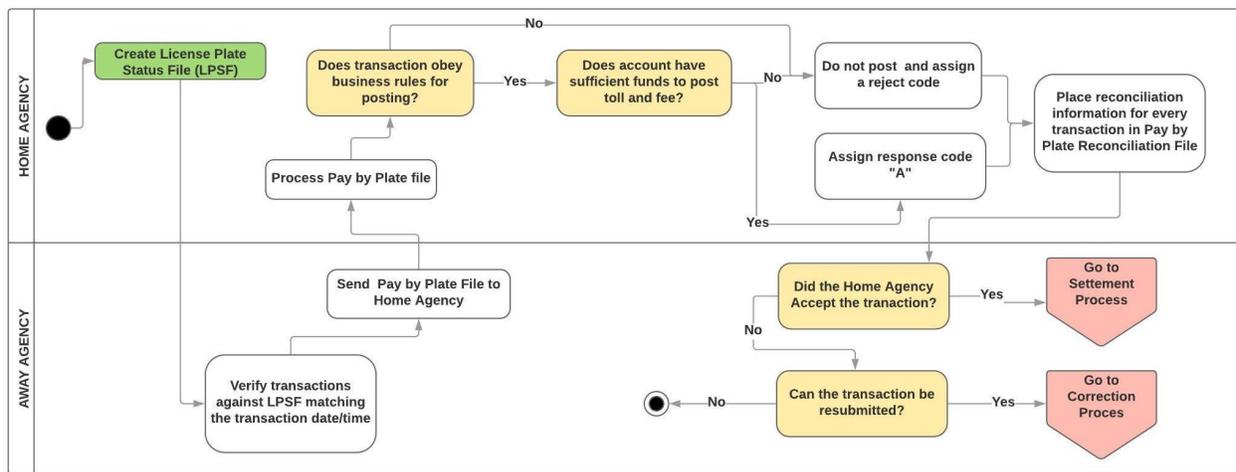


Figure 5 WR plate data exchange

4.4.2.1. License Plate Type

When matching license plate information to a Home Agency’s License Plate Status File information, the Away Agency should determine whether the information included a LP Type. If the Home Agency included LP Type in the Status File, the Away Agency determines whether the LP Type for the proposed “matching” license plate also matches the License Plate information. If yes, include that transaction in the Pay by Plate File along with the LP Type. If not or it cannot be determined, the Away Agency should not include the transaction in the Pay by Plate File and should pursue it per its internal business rules for unpaid transactions.

4.4.2.2. Assembling a Pay by Plate File

The Away Agency compares trips that its system recorded to the list of active license plates in the Home Agency License Plate Status File associated with the transaction date. The Away Agency assembles those trips that have license

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plate information matching the information on that list into an electronic Pay by Plate File.

4.4.2.3. Violation Sweep

When receiving a License Plate Status File, the Away Agency will sweep all violations currently being processed to check whether the updated plate information matches an existing violation transaction. If the sweep identifies a violation that matches an Away Agency's plate information, and the Away Agency has not yet issued a Notice of Toll Evasion (or similar notice per individual state) to that patron, then the Away Agency should include that transaction in the next available Pay by Plate file. If the Away Agency has previously sent the transaction for payment in a Pay by Plate File, then it should send include that transaction in the next available Correction File.

4.4.2.4. Post Violation Notice Sweep

If the violation trip has been escalated to a Notice of Toll Evasion, or higher, it is up to the Away Agency to determine whether to continue to process the transaction as a violation or to include it in a Pay by Plate or Correction file, as appropriate.

4.4.2.5. Sending a Pay by Plate File

The Away Agency assembles and sends a Pay by Plate File to each Home Agency daily, as long as it has at least one image-based transaction that matches the Home Agency's License Plate Status File.

4.4.2.6. Processing a Pay by Plate File

Upon receipt of the Away Agency's Pay by Plate File, the Home Agency checks the following to determine whether to Accept or reject a transaction received in a Toll Charges File.

4.4.2.6.1. Correct format

Does the transaction contain all the required information in the correct format? If no, reject with Code "F."

4.4.2.6.2. Too Old

Did the Away Agency send the transaction within the Home Agency's time limit for posting transactions? If not, reject with Code "O."

4.4.2.6.3. Duplicate

Is the transaction a duplicate of another transaction? If so, reject with Code "D." Each agency uses its own Business Rules to define a duplicate.

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4.4.2.6.4. LP Type

Does the transaction contain a LP Type if your agency requires one for matching the transaction to an account? If not, reject with Code “L.”

4.4.2.6.5. Sufficient Funds

Does the Account associated with the license plate information have sufficient funds to post to the account? If yes, respond with code “A.” If not, check against further business rules.

4.4.2.6.6. Guaranteed Transactions

Does the Home Agency consider the Transaction guaranteed according to its own business rules? If yes, this is a guaranteed transaction and should be responded to with code “A.” If not, reject with code “I.”

4.4.2.7. Creating a Reconciled Pay by Plate File

After the Home Agency processes a Pay by Plate file, it will create a Reconciled Pay by Plate File and send it to the Away Agency. This file will contain a detail record for each transaction received by the Home Agency from the Away Agency in the corresponding Pay by Plate file. The detail record will include a response code regarding the resolution of that transaction as well as posting amount.

4.4.2.8. Receiving a Reconciled Pay by Plate File

The Away Agency, upon receipt of the Home Agency’s Reconciled Toll Charges File, reconciles it against their records for use in the monthly settlement process.

4.4.2.9. Cost Recovery

At this time the Peer to Peer Agreements do not contain provisions to allow an Away Agency to assess an additional Pay by Plate fees to recover any violation processing costs incurred - such as image review, postage to mail the notices, DMV Hold Costs, etc. – from an Home Agency for a transaction that posts after such costs have been incurred.

4.4.3. Toll Charges and Pay by Plate Files

4.4.3.1. Technical Requirements for a Toll Charges File

In assembling a Toll Charges File, the Away Agency is responsible for assuring it meets the following business rules:

- TRAN # and EXIT TRAN DATE must be a unique combination.
- TAG ID, EXIT PLAZA, EXIT LANE and EXIT TRAN DATE must be a

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unique combination

4.4.3.2. Technical Requirements for a Pay by Plate File

In assembling a Pay by Plate File, the Away Agency is responsible for assuring it meets the following business rules:

- TRAN # and EXIT TRAN DATE must be a unique combination.
- LICENSE PLATE, EXIT PLAZA, EXIT LANE and EXIT TRAN DATE must be a unique combination

4.4.3.3. Business Date

In the Header for all transaction files, the Away Agency provides a Business Day for the file. Each agency will populate the BUSINESS DAY field according to its own requirements.

4.4.3.4. Location Data

Tolls are usually based on location (Plaza and Lane). Transactions or trips can be classified into the following based on how each agency classifies them based on locations. The Business Rules below correspond to how an Away Agency shall populate the Date, Plaza and Lane fields in transaction files.

4.4.3.4.1. Transaction Type A

Apply this business rule for trips that charge tolls at a single point (Barrier based tolls) so that the trip has only one toll location. Toll Bridge plazas are examples of barrier based tolls. Since the transaction files contain fields for two toll locations (entry and exit), Away Agencies shall leave the following fields blank:

- ENTRY TRAN DATE
- ENTRY PLAZA
- ENTRY LANE

The Away Agency will provide the toll location by populating the following fields.

- EXIT TRAN DATE
- EXIT PLAZA
- EXIT LANE

4.4.3.4.2. Transaction Type B

Apply this business rule for trips that for which an Away Agency calculates a toll based on travel between two points (distance based tolls) so that the customer may want to know the location or zone where the vehicle entered the toll facility and the location or zone from which it exited the facility. Express Lanes are examples of this type of toll facility. For such trips the Away Agency shall populate both the entry and exit data in the transaction

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file.

4.4.4. Processing Transactions with the WR Hub – WR Agency as the Away Agency

Western Region agencies will not be able to read NIOP Agency IAG transponders and some will not be able to read NIOP Agency SeGo transponders. Without a Tag Status File containing NIOP transponder information, Western Region agencies will initially treat all tagged NIOP transactions as Image Based Transactions and take and save images of the vehicles according to their own Business Rules. Without a License Plate Status File containing NIOP license plate information, the Western Region agencies will not be able to determine which transactions are NIOP transactions. Therefore, WR Agency exchanges with the WR Hub will not follow the same flow as exchanges between WR Agencies.

The flowchart in Figure 6 below describes the transaction processing flow for all transactions as image-based transactions from Western Region Agencies to the WR Hub to support the business rules that follow.

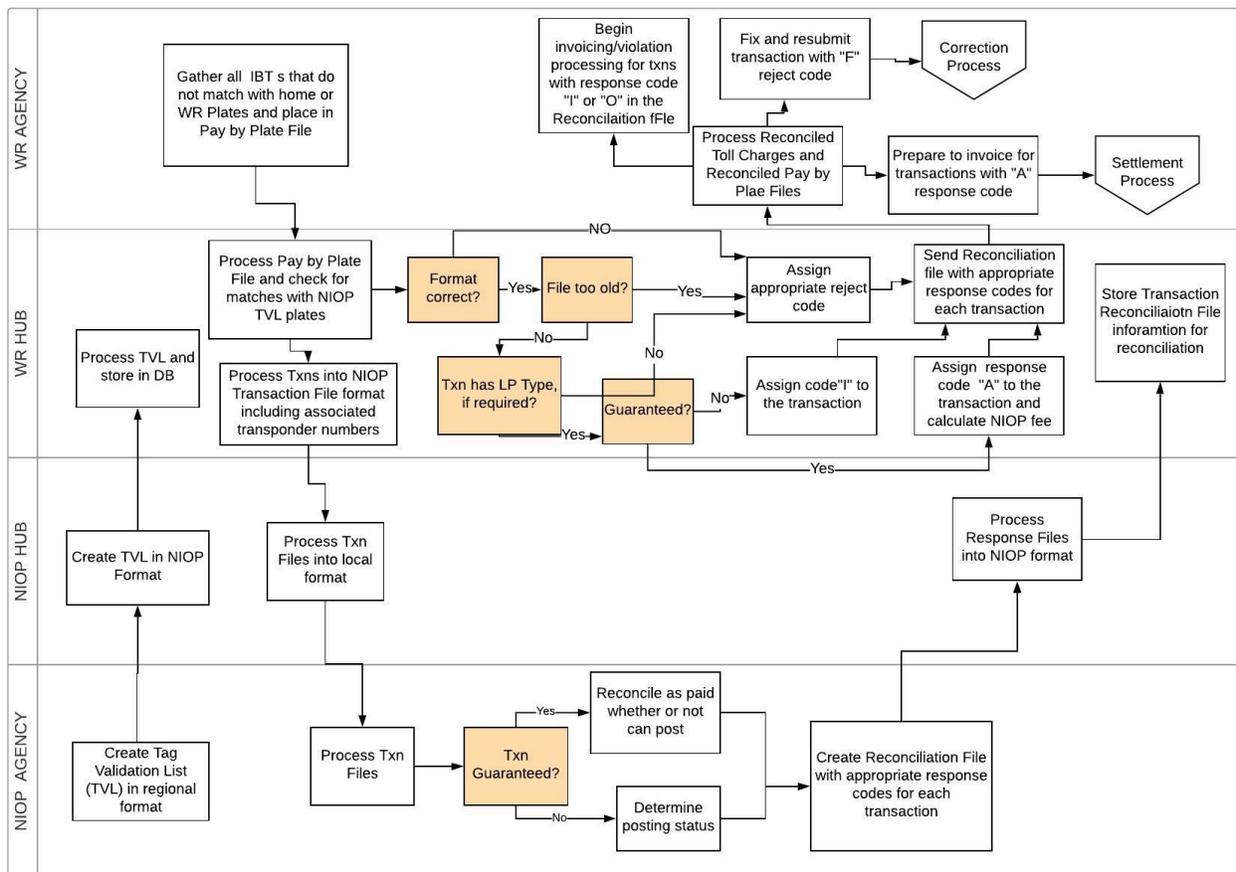


Figure 6 Data exchange between a WR agency and the WR hub with the WR agency as the Away agency

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4.4.4.1. Processing Image Based Transactions

On a daily basis, the Away Agency will check all image based transactions against its Home and other Western Region Agency valid plates from that day's License Plate Status Files. According to its own business rules, the Away Agency may place any or all transactions that do not match its internal accounts or WR information in a Pay by Plate File and send it to the WR Hub.

4.4.4.2. License Plate Type

Since the WR Hub does not send out a License Plate Status File, WR Agencies will not be able to use this to determine which transactions require LP Type. Instead, the WR Hub will maintain a list of agencies which require LP Type to collect. WR Agencies should supply LP Type for transactions they send for reconciliation at these agencies.

4.4.4.3. Receiving a Pay by Plate File

The WR Hub, upon receipt of the Away Agency's Pay by Plate File, integrates it into their database so that it can process the transactions and send files to the NIOP Hub associated with the license plate information for posting.

4.4.4.4. Processing a Pay by Plate File

The WR Hub will check the license plates in the Pay by Plate File against its database of valid NIOP license plates for that transaction day. If the license plate matches a valid NIOP license plate and the WR Hub considers the transaction guaranteed per NIOP Business rules, the WR Hub will respond with an "A" response code for that transaction in the Pay by Plate Reconciliation File. The WR Hub will return a posting amount of the TRAN AMOUNT. The WR Hub will also include the NIOP Fee appropriate for the Regional Hub to which it will send the transaction. Otherwise, the WR Hub will reconcile the transaction with an appropriate reject response code in the Pay by Plate Reconciliation File.

4.4.4.5. Assigning Reject Response Codes

4.4.4.5.1. Correct format

Does the transaction contain all the required information in the correct format? If no, reject with Code "F."

4.4.4.5.2. Invalid

If the transaction does not match a valid plate in the NIOP license plate database for that day, the WR Hub will reject the transaction with Code "I."

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4.4.4.5.3. LP Type Missing

Does the transaction include a LP Type for agencies that require this information? If not, reject with code “L.”

4.4.4.5.4. Too Old

Did the Away Agency send the transaction within the NIOP limits of 60 days? If not, reject with Code “O.”

4.4.4.6. Creating a Reconciled Pay by Plate File

After the WR Hub processes a Pay by Plate file, it will create a Reconciled Pay by Plate File and send it to the WR Agency. This file will contain a detail record for each transaction received by the WR Hub from the WR Agency in the corresponding Pay by Plate file. The detail record will include a response code regarding the resolution of that transaction and posting amount.

4.4.4.7. Receiving a Reconciled Pay by Plate File

The WR Agency, upon receipt of the WR Hub’s Reconciled Pay by Plate File, integrates it into their database to reconcile against their records and use for reconciliation in the settlement process.

4.4.4.8. WR Hub Processing

The WR Hub will send the accepted transactions on to the appropriate NIOP Hubs in Transaction Files for payment. Regardless of the response and payments received back from the other NIOP Hubs for these transactions, the WR Hub guarantees payment to the WR Agency for transactions for which it returned an “A” response code.

4.4.4.9. NIOP Fees

As stated in 4.4.4.5, the WR Hub will calculate the NIOP Fee for each accepted transaction. The WR Hub will put that NIOP Fee amount in the Reconciled Pay by Plate File.

4.4.5. Processing Transactions with the WR Hub – WR Agency as the Home Agency

The flowchart in Figure 7 below describes the transaction processing flow for transactions from the other NIOP regions through the WR Hub to Western Region Agencies to support the business rules that follow.

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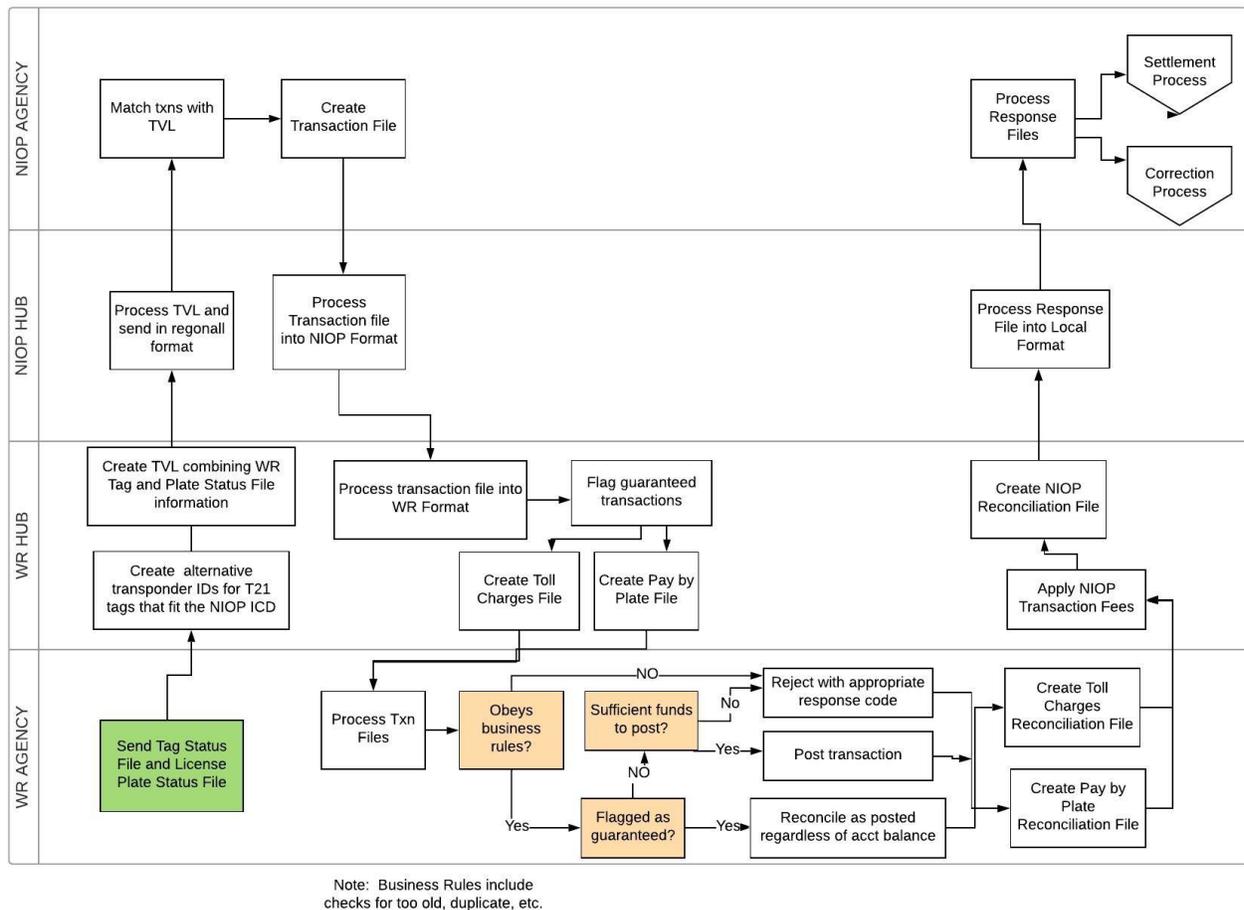


Figure 7 Hub data exchange between a WR agency and the WR hub with the WR agency as the Home agency

4.4.5.1. Processing Transactions File from other regions

On a daily basis, if the WR Hub receives Transaction Files from the other Regional Hubs, the WR Hub will process those transactions for sending to WR Agencies.

4.4.5.1.1. Select WR Agency

The WR Hub will use the information in the Transaction Files as well as the transponder and license plate information in their database to determine to which WR Agency it will send each transaction.

4.4.5.1.2. Guaranteed Transactions

The WR Hub will determine whether a transaction is considered guaranteed according to NIOP Business Rules and set the GUARANTEE field accordingly.

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4.4.5.1.3. Image vs transponder based transactions

The WR Hub will separate transactions into image vs transponder based transactions for inclusion in the appropriate type of file.

4.4.5.2. Assembling Toll Charges and Pay by Plate Files

The WR Hub will assemble transactions for each WR Home Agency into Toll Charges and Pay by Plate files as appropriate and send the files to the WR Agencies.

4.4.5.3. Receiving a Pay by Plate or Toll Charges File

The Home Agency, upon receipt of the transaction file, integrates it into their database and processes the transactions.

4.4.5.4. Processing a Pay by Plate File

The WR Home Agency checks the following to determine whether to Accept or reject a transaction received in a Toll Charges or Pay by Plate File from the WR Hub.

4.4.5.4.1. Correct format

Does the transaction contain all the required information in the correct format? If no, reject with Code "F."

4.4.5.4.2. Too Old

Did the Away Agency send the transaction within the NIOP business rule's time limit for posting transactions? If not, reject with Code "O."

4.4.5.4.3. Duplicate

Is the transaction a duplicate of another transaction? If so, reject with Code "D." Each agency uses its own Business Rules to define a duplicate.

4.4.5.4.4. LP Type Missing

Does the transaction contain a LP Type, if required by your agency? If not, reject with Code "L." Note: NIOP does not have code "L" so the WR Hub will convert this reject code to a NIOP code.

4.4.5.4.5. Sufficient Funds

Does the Account associated with the license plate information have sufficient funds to post to the account? If yes, respond with code "A." If not, check against further business rules.

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4.4.5.4.6. Guaranteed Transactions

Does the transaction have the Guarantee field set to indicate that the transaction is guaranteed according to NIOP business rules? If yes, this is a guaranteed transaction and should be and responded to with code "A." If not, reject with code "I."

4.4.5.5. Creating a Reconciled Toll Charges or Pay by Plate File

After the Home Agency processes a transaction file, it will create Reconciled Toll Charges or Reconciled Pay by Plate File and send it to the WR Hub. This file will contain a detail record for each transaction received by the Home Agency from the WR Hub in the corresponding transaction file. The detail record will include a response code regarding the resolution of that transaction as well as posting amount.

4.4.5.6. Receiving a Reconciled Pay by Plate File

The WR Hub, upon receipt of the Home Agency's Reconciled Toll Charges File or Reconciled Pay by Plate File, integrates it into the WR Hub database and uses it to create Transaction Reconciliation Files to send to the other Regional Hubs.

4.4.5.7. NIOP Fees

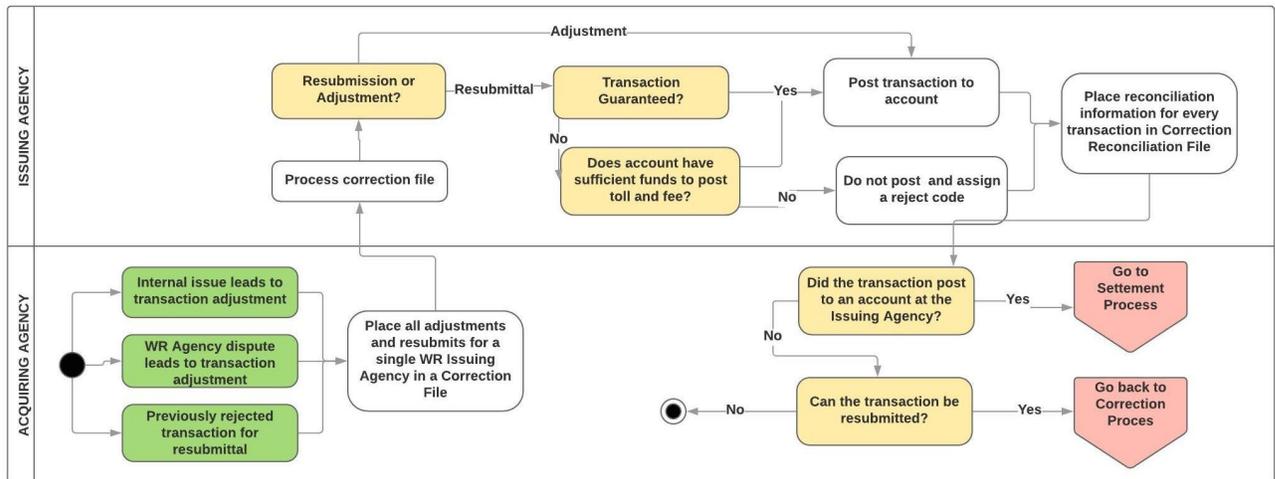
The WR Hub will calculate the NIOP Fees appropriate to the Regional Hub where the transaction originated. The WR Hub will include the fee information in the Transaction Reconciliation File.

4.5. Correction Files

4.5.1. Correction Files within the Western Region

The flowchart in Figure 8 below describes the transaction processing flow for correction transactions within the Western Region to support the business rules that follow.

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Note: Acquiring Agency puts the Correction Date/Time in the initial correction file indicating the time that the Acquiring Agency made the adjustment or slated a transaction for resubmittal.

Note: Issuing Agency puts the Post Date/Time in the Reconciliation File indicating the time that the Issuing Agency posted the adjustment or resubmitted transaction to an account

Figure 8 WR correction file process

4.5.1.1. Adjustment or Resubmission

The Away Agency may include two types of transactions in a Correction File, adjustments transactions changing information included in the original transaction or resubmitted transactions for which the agency is trying a second time to collect payment for a transaction.

4.5.1.2. Eligibility for Resubmission

The following types of transactions are eligible for resubmission:

- Transactions rejected with invalid formats can be resubmitted with correct format
- Pay by Plate transactions that were previously rejected for negative balance accounts
- Pay by Plate transaction that were previously rejected for not containing LP Type (Code L) may be resubmitted with the LP Type

4.5.1.3. One Agency

An Away Agency must send corrections and resubmissions to the same Home Agency to which it sent the original transaction.

4.5.1.4. Reversing a transaction before an adjustment

Since the TRAN# for the original and correction transactions are the same, some WR Agency toll systems will treat a correction transaction as a duplicate and will not post it unless the original transaction is reversed first. Therefore, when an Away Agency sends a transaction in a Correction File, the Away Agency must first send a Correction transaction with an "I" in the Correction

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Reason field in order to reverse the original transaction. Then the Away Agency will send another Correction Transaction with the appropriate value in the Correction Reason field in the same file to ensure the account is updated correctly.

4.5.1.5. Incrementing Adjustment and Resubmission Counts

Adjustment Count and Resubmit Count are incremented as follows:

- When a transaction is resubmitted, increment the resubmit count per time the transaction is included in a Correction file. Adjustment count is 0.
- When a transaction is adjusted, increment the adjustment count per time the transaction is adjusted in a Correction file. Resubmit count is 0.
- When an adjusted transaction is rejected with a code that allows resubmittal, the subsequent correction transaction increments the resubmit count, not the adjustment count.

4.5.1.6. Assembling and Sending a Correction File

The Away Agency assembles all adjustments and resubmissions for a Home Agency into a Correction File and sends it to that Home Agency daily, as long as it has at least one correction for that Home Agency.

4.5.1.7. Receiving a Correction File

The Home Agency, upon receipt of the Away Agency's Correction File, integrates it into their database so that they can adjust transactions that their customers took on the Away Agency's facility.

4.5.1.8. Order of Processing Corrections

The Home Agency is responsible for making certain that it processes corrections and resubmissions in the order that the Away Agency sent them.

4.5.1.9. Processing a Correction File

The Home Agency checks the following to determine whether to Accept or reject the adjustments and resubmissions received in a Correction File.

4.5.1.9.1. Correct format

Does the correction contain all the required information in the correct format? If no, reject with Code "F."

4.5.1.9.2. Too Old

Did the Away Agency send the correction within the Home Agency's time limit for posting transactions? As a general practice, Home Agencies within

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the Western Region will continue accept corrections for 180 days past the transaction date. However, a WR Agency may choose to reject transactions as too old as early as 60 days past the transaction date. If not, reject with Code "O."

4.5.1.9.3. Duplicate

Is the resubmitted transaction a duplicate of another transaction? If so, reject with Code "D." Each agency uses its own Business Rules to define a duplicate. Agencies do not check adjustments for duplication.

4.5.1.9.4. Missing LP Type

Does the resubmitted transaction have a LP Type, if the agency requires LP type for matching to an account? If not, reject with Code "L."

4.5.1.9.5. Sufficient Funds

Does the Account associated with the resubmission or toll adjustment have sufficient funds to post to the account? If yes, post to the Account and respond with code "A." If not, check against further business rules.

4.5.1.9.6. Guaranteed Transactions

Does the Home Agency consider the Transaction guaranteed according to its own business rules? If yes, this is a guaranteed transaction and should be responded to with code "A." If not, reject with code "I."

4.5.1.10. Creating a Reconciled Correction File

After the Home Agency processes a Correction file, it will create a Reconciled Correction File and send it to the Away Agency. This file will contain a detail record for each transaction received by the Home Agency from the Away Agency in the corresponding Correction file. The detail record will include a response code regarding the resolution of that transaction and amount.

4.5.1.11. Receiving a Reconciled Correction File

The Away Agency, upon receipt of the Home Agency's Reconciled Correction File, integrates it into their database to reconcile against their records and use for reconciliation in the settlement process.

4.5.2. Correction Files with Agencies in other NIOP Regions through the WR Hub

The flowchart in Figure 9 below describes the transaction processing flow for correction transactions within the Western Region to support the business rules that follow.

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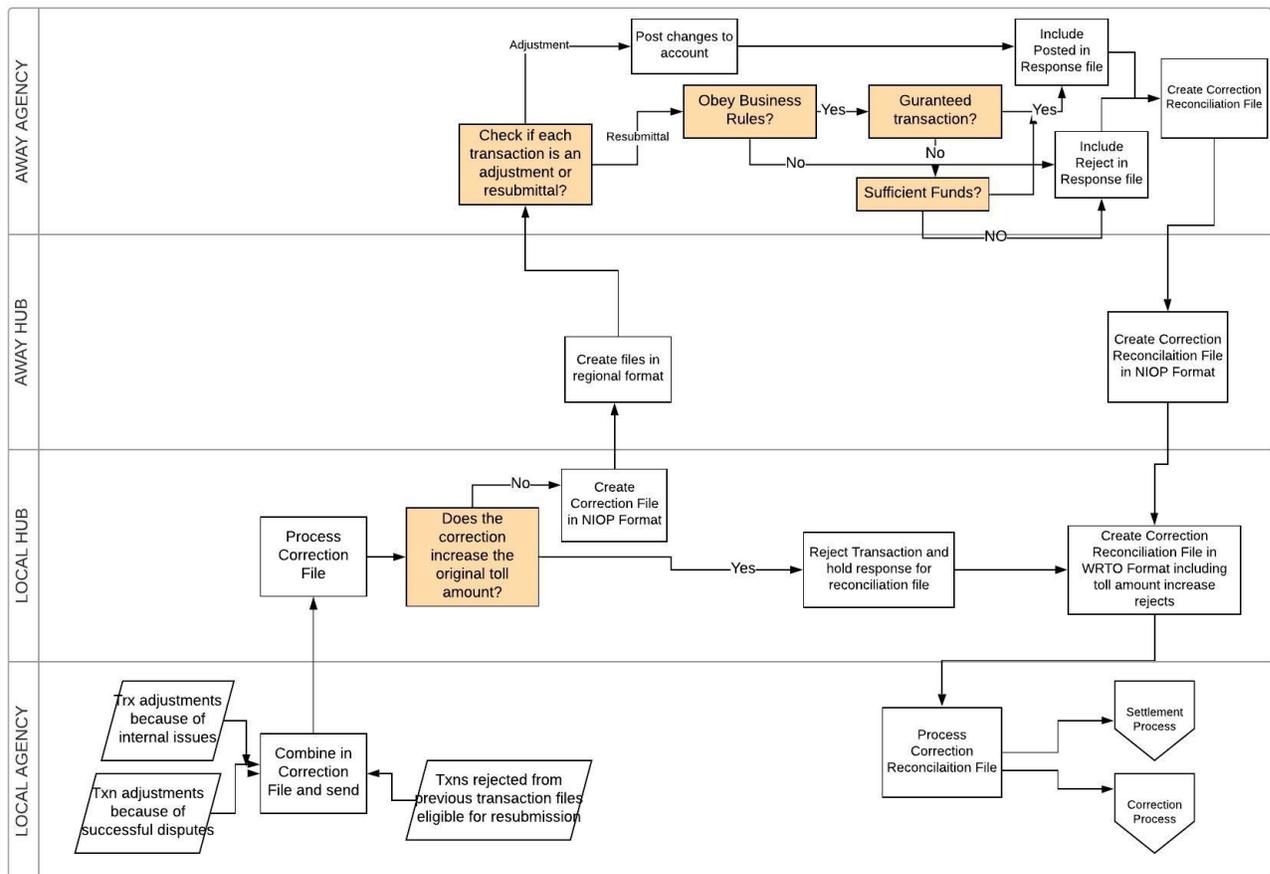


Figure 9 Correction file process between a WR agency and the WR hub

4.5.2.1. Same Business Rules as within WR

The Away Agency follows business rules 4.5.1.1 through 4.5.1.6 in the same manner as exchanges of Correction Files between WR Agencies.

4.5.2.2. Processing Correction Files through the Regional Hubs

The Away Agency’s Regional Hub processes the Correction File and forwards it to the relevant Regional Hub who in turn processes it and forwards it to the relevant Home Agency.

4.5.2.3. Order of Processing Corrections

The Home Agency is responsible for making certain that it processes corrections and resubmissions in the order that the Away Agency sent them.

4.5.2.4. Processing a Correction File

The Home Agency checks the following to determine whether to Accept or

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reject the adjustments and resubmissions received in a Correction File.

4.5.2.4.1. Correct format

Does the correction contain all the required information in the correct format? If no, reject with Code "F."

4.5.2.4.2. Too Old

Did the Away Agency send the correction within 180 days of the transaction date? If not, reject with Code "O."

4.5.2.4.3. Duplicate

Is the resubmitted transaction a duplicate of another transaction? If so, reject with Code "D." Each agency uses its own Business Rules to define a duplicate. Agencies do not check adjustments for duplication.

4.5.2.4.4. LP Type Missing

Does the transaction contain a LP Type, if required by your agency? If not, reject with Code "L." Note: NIOPI does not have code "L" so if a WR Home Agency sends this rejection code to the WR Hub, it will convert it to a NIOPI code.

4.5.2.4.5. Sufficient Funds

Does the Account associated with the resubmission or toll adjustment have sufficient funds to post to the account? If yes, post to the Account and respond with code "A." If not, reject with code "I."

4.5.2.5. Creating a Reconciled Correction File

After the Home Agency processes a Correction file, it will create a Reconciled Correction File and send it to their Regional Hub. This file will contain a detail record for each transaction received by the Home Agency from the Away Agency in the corresponding Correction file. The detail record will include a response code regarding the resolution of that transaction as well as posting amount.

4.5.2.6. Processing Reconciled Correction Files through the Regional Hubs

The Home Agency's Regional Hub processes the Reconciled Correction File and forwards it to the relevant Regional Hub who in turn processes it and forwards it to the relevant Away Agency.

4.5.2.7. Receiving a Reconciled Correction File

The Away Agency, upon receipt of the Home Agency's Reconciled Correction

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File, integrates it into their database to reconcile against their records and use for reconciliation in the settlement process.

4.6. Acknowledgement Files

Agencies send acknowledgement files in order to automatically provide information regarding the receipt of files and whether the receiving system has successfully processed or rejected those files. This allows the early detection and correction of file formation or exchange issues.

4.6.1. Acknowledge Every File

Agencies will send an acknowledgement upon receipt of every file. If an agency does not receive an acknowledgement for a sent file within 2 hours, which indicates that the file was not successfully sent, and the agency should resend the file.

4.6.2. WR Hub and 2nd Acknowledgement

Under NIOP Business Rules, the Regional Hubs exchange an extra set of acknowledgements to support determination of transaction guarantees and reconciliation cut offs. The WR Hub will not forward these acknowledgements to WR Agencies except by specific request.

4.7. File Exchange Timing

4.7.1. Exchange Frequency

Processing and file transfer take place 365/366 days per year.

4.7.2. Tag and License Plate Status Files

The suggested time for the completion of the upload of all tag status (and plate status) files needed by an entity is set at 1:00 a.m PST.; the suggested time the lanes should be updated (with the tag status files) is no later than 5:00 a.m local time. This is to allow time for the loading of tag lists into lane controllers. This is a guideline. Some agencies may be able to load the tag lists to their lane controllers sooner. If a file (or files) is received past the recommended deadline, the receiving agency should make "best efforts" to use the file(s) received.

4.7.3. Reconciled Toll Charges and Reconciled Pay by Plate Files

By convention all agencies accept that the Reconciled Toll Charges and Reconciled Pay by Plate Files will be available by 8:00 a.m. local time the following business day after processing with all reconciliation completed no longer than 14 calendar days after receipt. If reconciliation for a particular file is not received within 14 calendar days, the Home Agency shall honor all transactions within the original subject file.

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4.7.4. Changes to File Exchange Timing

By mutual consent, file transfer times can be adjusted.

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5. TECHNICAL SPECIFICATIONS

5.1. File Exchange Methodology

Currently the file transfer mechanism utilizes the SFTP (secured file transfer protocol) over the Internet to exchange the data files to/from each agency's SFTP server. The transfer files are created with an agency's proprietary software, but the files conform to the formats described in this document. The files are generated in an ASCII format, and then the sending agency encrypts the file using PGP (Pretty Good Privacy) encryption tools, and the receiving agency's public key. This also has the effect of compressing the data. The sending agency then utilizes the SFTP protocol to send the encrypted files to the receiving agency's SFTP server. The receiving agency possesses its private key and can therefore decrypt the received files. After decryption, the receiving agency processes the data with their own proprietary software.

Requirements:

- Each agency must have a publicly accessible SFTP server, with or without a DNS entry on the Internet. An SFTP exchange can be accomplished with only the IP address.
- The receiving agency will provide a special account and password to each agency that will transmit files to it. This is to prevent anonymous users from accessing the SFTP site.
- Each agency shall install a PGP encryption package suitable for the platform they run on.
- Files will be encrypted before transmission to ensure the confidential data does not fall into unauthorized hands.

5.2. File Naming Conventions

The file names (and extensions) are designed to be able to tell, at a glance, the information contained in the file, its source and its destination. All file names and extensions shall use lowercase characters. The file extensions shall define the type of information contained in the file and shall be shown as indicated in Table 3.

Table 3 File extensions

File Description	File Extension	Originate/Response
Tag Status File	tag	Originate
License Plate Status File	plt	Originate
Toll Charges File	tol	Originate
Pay by Plate File	pbp	Originate
Correction File	cor	Originate
Reconciled Toll Charges File	trc	Response
Reconciled Pay by Plate File	prc	Response
Reconciled Correction File	crc	Response
Acknowledgement File	ack	Response

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Each file type shall have a unique sequential numbering scheme for each .plt, .pbp, .tol, .cor, and .tag file going to each agency. For example, when TCA is sending files to SR-91, the .tol files, the .plt files, the .tag files, the .cor files and the .pbp files would be numbered 1,2,3, etc. in sequence, within each file type. So, you would have a .tol with a sequence of #1, a .plt with a sequence # of 1, etc. File names shall use two distinct formats depending on whether the file is an Originate file or a Response file. Originate file names shall have the format: aabb_YYYY-MM-DDThh:mm:ss.xxx

Where the fields are defined as follows:



Each Agency Code shall correspond to those contained in Table 4 below. Note that Agency Codes are for the purposes of file naming and are not the same as either the Agency ID or Facility Code's that are encoded on transponders.

Table 4 Agency codes

Agency Name	Agency Code
BATA/CalTrans	at
Golden Gate Bridge	gg
SANDAG (I-15)	sd
SR-91	sr
TCA	tc
CTV	cv
LA Metro	la
WR Hub	wr
RCTC (I-15)	rc
OCTA (I-405)	oc
ODOT	od
WSDOT	wd
UDOT	ud
Port of Hood River	hr
All agencies	xx

Response file names shall have the format shown below allowing users to determine both the creator of the Original File and of the Response File:

aabb_YYYY-MM-DDThh:mm:ss_eeff_YYYY-MM-DDThh:mm:ss.xxx

Where the fields are defined as follows:

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FIELD EXPLANATIONS:

- 1 Agency code of response file creator (see Table 2)
- 2 Agency code of response file recipient (see Table 2)
- 3 Date and time of the file creation
- 4 Agency code of originate file creator (see Table 2)
- 5 Agency code of originate file recipient (see Table 2)
- 6 Date of time of originate file
- 7 File extension (see Table 1)
- ♦ Underscore delimiter

Acknowledgement files names shall have the same format as Response file names but the first set of fields will contain information on the acknowledgement file creator and the second set of information shall contain information from the file that the Agency is acknowledging.

5.3. General File Format Specifications

The following rules apply to all files used in interoperability:

1. All files will be in ASCII format.
2. All files will use the comma “,” as the field delimiter.
3. All files will use the line feed “LF” (hex 0A) as the record delimiter.
4. Each file will contain:
 - a. A header record
 - b. Detail records
 - c. A trailer record
5. All numeric fields will be fixed size.
6. The plaza field will contain the name of the plaza in plain text for printing on statements in combination with the lane field.
7. All dates and times included in WRTO files will follow the following ISO 8601 formats, see Table 5:

Table 5 Date and time format

Field Type	Format	Use
Local Date (Unknown Zone)	2020/01/21 Jan 21, 2020 somewhere	Header: Business Day Trailer: Business Day LPSF Detail: Plate Status Start LPSF Detail: Plate Status End
UTC±	2020-01-21T21:10:30-08:00 Jan 21, 2020 1:10:30 PM	Used for all other D/T

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	Pacific Time	
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- Please see the ISO 8601 standard for proper use of the time zone indication field.

5.4. Toll Charges File

For related business rules, see Sections 4.4.1 and 4.4.3.

5.4.1. Toll Charges Header Record Format

Table 6 Toll charge header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	4	Indicates this is a toll charges file (TOLL)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
5	SOURCE	Char	2	Two letter code of source entity
6	DESTINATION	Char	2	Two letter code of destination entity
7	CREATE DATE	Date/time	25	Transmission file create date/time
8	VERSION	Char	10	"REV A2.0", right justified, space filled to the left.

5.4.2. Toll Charges Detail Record Format

Table 7 Toll charges detail record format

Field #	Field Name	Field Type	Length	Notes
1	TAG ID	Char	10	Tag ID in hex format, right justified, space filled to the left. The first two characters will be blank for Title-21 tags. The first three characters will be the Agency Code for 6C tags. Two character Agency Codes will include a leading zero.
2	TRAN #	Integer	10	Transaction # generated by sending agency. This number cannot be zero.
3	TRAN AMOUNT	Money	8	Toll charged for transaction (do not include WR TRANS FEE)
4	ENTRY TRAN DATE	Date/Time	25	Transaction date/time – Entry, Blank if Type A
5	ENTRY PLAZA	Char	22	Entry Plaza in plain text – Blank if Type A
6	ENTRY LANE	Integer	2	Lane identifier – Entry Exit Blank if Type A
7	EXIT TRAN DATE	Date/Time	25	Transaction date/time – Exit.
8	EXIT PLAZA	Char	22	Exit Plaza in plain text –
9	EXIT LANE	Integer	2	Lane identifier – Exit
10	AXLE COUNT	Integer	2	Number of Axles – if Toll is based on axle based classification (Default Value = 0 for Agencies that do not use Axle Based classification). Space Filled.
11	OCCUPANCY	Integer	1	Occupancy if Toll is based on Occupancy – Values: 0 – NA (default); 1 – SOV; 2 – HOV2; 3 – HOV3+; 4 Carpool. Default Value = 0 for Agencies that do not use Occupancy to determine Tolls.

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Field #	Field Name	Field Type	Length	Notes
12	PROTOCOL TYPE	Integer	1	Values: 0 – Title 21; 1 – 6C, 2- SeGo, 3-TDM
13	VEHICLE TYPE	Integer	1	Values: 0 – NA (default); 1 - Clean Air Vehicle)
14	WR TRAN FEE	Money	8	Fee amount charged for the fee types below.
15	WR FEE TYPE	Integer	1	0 – N/A; 1 – HOV Only misuse; 2 – Occupancy declaration mismatch
16	GUARANTEE	Integer	1	0 = default, (for agencies other than the WR Hub) 1 = Guaranteed NIOP transaction per NIOP Business Rules 2= Not a Guaranteed NIOP transaction per NIOP business rules

5.4.3. Toll Charges Trailer Record Format

Table 8 Toll charges trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
4	DETAIL COUNT	Integer	6	Number of detail records
5	DETAIL AMT	Money	10	Total amount of all transactions in file

5.4.4. Toll Charges Sample File

```
#HEADER,TOLL,000123,06/23/1997,SR,TC,1997-06-24T10:02:19-8:00, REVA 2.0
081000FA,0000403986,00000.25, , ,1997-06-23T12:14:50-8:00, Some
Bridge,03,02,0,0,0,00000.00,0,0
0810012C,0004279389,00001.00,1997-06-22T19:09:20-8:00, Some On Ramp,03,1997-06-22T19:09:25-8:00, Some Off
Ramp,03,02,0,0,0,00000.00,0,0
0810012E,0004310216,00001.00,1997-06-23T14:43:09-8:00, Some On Ramp,03,1997-06-23T14:43:12-8:00, Some Off
Ramp,02,02,3,0,1,00010.00,2,0
06B00000011,0004821234,00001.00,1997-06-23T24:23:12-8:00, Some On Ramp ,03,1997-06-23T24:24:22-8:00, , Some Off
Ramp,02,02,3,1,1,00000.00,0,0
#TRAILER,000123,06/23/1997,000004,0000003.25
```

Note: The different trips in the Toll Charges Sample File show both Barrier and Distance trip types that agencies may include in their Toll Charges Files. The Plazas shown in the file are fictitious. The different types of transactions are referenced in the Business Rules Section (see Section 4.4.3.4).

5.5. Reconciled Toll Charges File

For related business rules see Sections 4.4.1 and 4.4.3.

5.5.1. Reconciled Toll Charges Header Record Format

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Table 9 Reconciled toll charges header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	9	Indicates this is a reconciled toll charges file (RECONCILE)
3	SEQUENCE #	Integer	6	Sequence # from the originating toll charges file, duplicated in trailer record
4	BUSINESS DAY	Date	10	Business day (YYYY-MM-DD)
5	SOURCE	Char	2	Two letter code of source entity
6	DESTINATION	Char	2	Two letter code of destination entity
7	CREATE DATE	Date	25	Transmission file create date/time
8	VERSION	Char	10	"REV A2.0", right justified, space filled to the left.

5.5.2. Reconciled Toll Charges Detail Record Format

Table 10 Reconciled toll charges detail record format

Field #	Field Name	Field Type	Length	Notes
1	TAG ID	Hex	10	Same as what is in the Toll Charges File
2	TRAN #	Integer	10	Same as what is in the Toll Charges File
3	TRAN AMOUNT	Money	8	Same as what is in the Toll Charges File
4	ENTRY TRAN DATE	Date/Time	25	Same as what is in the Toll Charges File
5	ENTRY PLAZA	Char	30	Same as what is in the Toll Charges File
6	ENTRY	Integer	2	Same as what is in the Toll Charges File
7	EXIT TRAN DATE	Date/Time	25	Same as what is in the Toll Charges File
8	EXIT PLAZA	Char	22	Same as what is in the Toll Charges File
9	EXIT LANE	Integer	2	Same as what is in the Toll Charges File
10	AXLE COUNT	Integer	2	Same as what is in the Toll Charges File
11	OCCUPANCY	Integer	1	Same as what is in the Toll Charges File
12	PROTOCOL TYPE	Integer	1	Same as what is in the Toll Charges File
13	WR TRAN FEE	Money	8	Same as what is in the Toll Charges File
14	WR FEE TYPE	Integer	1	Same as what is in the Toll Charges File
15	POST AMT	Money	8	Amount Posted by Home Agency
16	RESPONSE CODE	Alpha	1	See Table 2 in Section 4, Business Rules
17	NIOP Fee	Money	8	FOR WR HUB Use only – Amount of NIOP Fee calculated for NIOP transactions.

5.5.3. Reconciled Toll Charges Trailer Record Format

Table 11 Reconciled toll charges trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
4	DETAIL COUNT	Integer	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of all detail records

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Field #	Field Name	Field Type	Length	Notes
6	ACCEPTED CNT	Integer	6	Count of accepted detail records
7	ACCEPTED AMT	Money	10	Total amount of accepted detail records

5.5.4. Reconciled Toll Charges Sample File

```
#HEADER,RECONCILE,000123,06/24/1997,TC,SR,1997-06-25T11:02:19-8:00, REV A2.0
081000FA,0000403986,00000.25, , ,1997-06-23T12:14:50-8:00, Some Bridge,03,02,0,0,
00000.00,0,00000.00,I,00000.00
0810012C,0004279389,00001.00, 1997-06-22T19:09:20-8:00, Some On Ramp,03,1997-06-22T19:09:25-8:00, Some Off
Ramp,03,02,0,0, 00000.00,0,00001.00,A,00000.00
0810012E,0004310216,00001.00, 1997-06-23T24:23:12-8:00, Some On Ramp ,03,1997-06-23T24:24:22-8:00, , Some Off
Ramp,02,02,0,3, 00010.00,2,00011.00,A,00000.00
6B00000011,0004821234,00001.00, 1997-06-23T24:23:12-8:00, Some On Ramp ,03,1997-06-23T24:24:22-8:00, , Some
Off Ramp,02,02,3,1, 00000.00,0,00001.00,A
#TRAILER,000123,06/24/1997,000004,0000013.25,000003,0000013.00
```

5.6. Tag Status File

For related business rules, see Section 4.2.

5.6.1. Tag Status Header Record Format

Table 12 Tag status header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	4	Indicates this is a tag status file (TAGS)
3	ACTION CODE	Alpha	4	Update code: INIT – means an initial load (always)
4	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
5	BUSINESS DAY	Date	10	Business Day (YYYY/MM/DD)
6	SOURCE	Alpha	2	Two letter code of source entity
7	DESTINATION	Alpha	2	Two letter code of destination entity
8	CREATE DATE	Date/Time	25	Transmission file create date/time
9	VERSION	Char	10	“REV A2.0”, right justified, space filled to the left.

5.6.2. Tag Status Detail Record Format

Table 13 Tag status detail record format

Field #	Field Name	Field Type	Length	Notes
1	TAG ID	Hex	10	Tag ID in hex format, right justified, space filled to the left. The first two characters will be blank for Title-21 tags. The first three characters will be the Agency Code for 6C tags. Two character Agency Codes will include a leading zero.
2	ACCOUNT ID	Integer	10	Unique Identifier for Account to which the tag is assigned, right justified, space filled to the left.
3	ACTION CODE	Alpha	1	A – Add tag as valid (all “A” for INIT load)
4	TAG TYPE	Alpha	1	Tag Type: N – Non-revenue (universal to all entities) V – Valid I – Invalid

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Field #	Field Name	Field Type	Length	Notes
5	SUBTYPE - A	Alpha	1	First info field: H – Switchable HOV tag. N – No information See Appendix C for subtypes used by local agencies for regional use. Home Agencies must include this indicator in tag status file. Receiving agency may use this info at their discretion.
6	SUBTYPE - B	Alpha	1	Second info field N – No information C – Clean Air Vehicle M- Motorcycle tag. X – TBD Y – TBD Z - TBD See Appendix C for subtypes used by local agencies for regional use
7	SUBTYPE - C	Alpha	1	Third info field N – No information See Appendix C for subtypes used by local agencies for regional use
8	PROTOCOL TYPE	Integer	1	Tag Protocol Type (Values 0 – Title 21; 1 – 6C)

5.6.3. Tag Status Trailer Record Format

Table 14 Tag status trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
4	DETAIL COUNT	Integer	8	Total count of all detail records

5.6.4. Tag Status Sample File

```
#HEADER,TAGS,INIT,000123,06/23/1997,SR,TC,1997-06-23T10:02:19-8:00, REV A2.0
081000FA, 2010000,A,N,N,N,N,0
0810012C, 2010001,A,V,N,N,N,0
0810012D, 2010002,A,I,N,N,N,0
6B00000011, 2010003,A,V,N,C,N,1
#TRAILER,000123,06/23/1997,00000004
```

5.7. Pay by Plate File

For related business rules, see Sections 4.4.2, 4.4.3, 4.4.4 and 4.4.5.

5.7.1. Pay by Plate Header Record Format

Table 15 Pay by plate header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	10	Indicates this is a Pay by Plate file (PAYBYPLATE)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)

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Field #	Field Name	Field Type	Length	Notes
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date/Time	25	Transmission file create date/time
8	VERSION	Alpha	10	"REV A2.0", right justified, space filled to the left.

5.7.2. Pay by Plate Detail Record Format

Table 16 Pay by Plate detail record format

Field #	Field Name	Field Type	Length	Notes
1	LICENSE PLATE	Char	10	License plate of patron (left justified with trailing spaces)
2	TRAN #	Integer	10	Transaction #
3	STATE	Alpha	2	State code
4	TRAN AMT	Money	8	Toll charged for the transaction (do not include WR TRAN FEE)
5	ENTRY TRAN DATE	Date/Time	25	Transaction date/time – Entry Space filled if Type A
6	ENTRY PLAZA	Char	22	Entry Plaza in plain text – Space filled if Type A
7	ENTRY LANE	Integer	2	Lane identifier – Entry Space filled if Type A
8	EXIT TRAN DATE	Date/time	25	Transaction date/time – Exit
9	EXIT PLAZA	Char	22	Exit Plaza in plain text
10	EXIT LANE	Integer	2	Lane identifier – Exit
11	AXLE COUNT	Integer	2	Axle Count
12	VEHICLE TYPE	Integer	1	Vehicle – (Values 0 – NA (default); 1 - Clean Air Vehicle, 2, 3, 4, - reserved for future use)
13	LP TYPE	Char	30	License Plate Type. Must be included if the LP Status File contained a LP Type for that plate. If no LP Type included, then default to blank.
14	WR TRAN FEE	Money	8	Fee amount charged for the fee types below.
15	WR FEE TYPE	Integer	1	0 – N/A; 1 – HOV Only violation; 2 – Occupancy declaration mismatch
16	GUARANTEE	Integer	1	0 = default, (for agencies other than the WR Hub) 1 = Guaranteed NIOP transaction per NIOP Business Rules 2= Not a Guaranteed NIOP transaction per NIOP business rules

5.7.3. Pay by Plate Trailer Record Format

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Table 17 Pay by Plate trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
4	DETAIL COUNT	Integer	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of detail records

5.7.4. Pay by Plate Sample File

#HEADER,PAYBYPLATE,000123,06/23/1997,TC,SR,1997-06-23T10:02:19-8:00, REV A2.0
 1ABC234 ,0000403986,CA,00000.25, , ,1997-06-23T12:14:50-8:00, Some Bridge,02,02,0,
 Some LP Type,00000.00,0,0
 #TRAILER,000123,06/23/1997,000001,0000000.25

5.8. License Plate Status File

For related business rules, see Section 4.3.

5.8.1. Plate Status Header Record Format

Table 18 Plate status header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	6	Indicates this is a patron plate update file (PLATES)
3	UPDATE CODE	Alpha	4	Update code: INIT – means and initial load (Always)
4	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date/Time	25	Transmission file create date/time
8	VERSION	Alpha	10	“REV A2.0”, right justified, space filled to the left.

5.8.2. Plate Status Detail Record Format

Table 19 Plate status detail record format

Field #	Field Name	Field Type	Length	Notes
1	ACCOUNT ID	Integer	10	Unique Identifier for Account to which the plate is assigned, right justified, space filled to the left
2	LICENSE PLATE	Char	10	License plate of patron (left justified, space filled to right). Format conforming to DMV Parking Manual
3	STATE	Alpha	2	License state of patron or other indication of jurisdiction
4	ACTION CODE	Alpha	1	A – Plate Active at the time of this File for the effective date range specified. (INIT file will only have A Records)
5	EFFECTIVE START DATE	Date	10	Effective start date of this plate
6	EFFECTIVE END DATE	Date	10	Effective end date of this plate (blank if this plate is still valid)

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Field #	Field Name	Field Type	Length	Notes
7	PLATE TYPE	Alpha	1	N – Plate assigned to Universal Non-revenue account (universal to all entities) R – Plate assigned to Revenue Account
8	SUBTYPE	Alpha	1	N – No information C – Clean air vehicle M- Motorcycle X – TBD Y – TBD
9	LP TYPE	Alpha	30	License Plate Type. See Business Rules below If no LP Type included, then default to blank.
10	PLATE ID	Integer	10	A unique ID for each entry in the License Plate Status File to allow for quick updates to license plate records.

5.8.3. Plate Status Trailer Record Format

Table 20 Plate status trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
4	DETAIL COUNT	Integer	8	Total count of all detail records

5.8.4. Plate Status Sample File

```
#HEADER,PLATES,DIFF,000123,SR,TC,1997-06-23T10:02:19-8:00, REV A2.0
11317432,1ABC234 ,CA,A,04/22/2016, ,R,N, , Some LP Type, 000123
11317334,1ABC236 ,CA,D,04/16/2000,04/22/2016,R,C, , 000124
#TRAILER,000123,0/23/2016,00000002
```

5.9. Reconciled Pay by Plate File

For related business rules, see Sections 4.4.2, 4.4.3, 4.4.4 and 4.4.5.

5.9.1. Reconciled Pay by Plate Header Record Format

Table 21 Reconciled Pay by Plate header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	10	Indicates this is a Pay by Plate reconciliation file (PLATERECON)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date/Time	25	Transmission file create date/time
9	VERSION	Alpha	10	"REV A2.0", right justified, space filled to the left.

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5.9.2. Reconciled Pay by Plate Detail Record Format

Table 22 Reconciled Pay by Plate detail record format

Field #	Field Name	Field Type	Length	Notes
1	LICENSE PLATE	Char	10	Same as PBP Plate Transaction File
2	TRAN #	Integer	10	Same as PBP Plate Transaction File
3	STATE	Alpha	2	Same as PBP Plate Transaction File
4	TRAN AMT	Money	8	Same as PBP Plate Transaction File
5	ENTRY TRAN DATE	Date/Time	25	Same as PBP Plate Transaction File
6	ENTRY PLAZA	Char	22	Same as PBP Plate Transaction File
7	ENTRY LANE	Integer	2	Same as PBP Plate Transaction File
8	EXIT TRAN DATE	Date/Time	25	Same as PBP Plate Transaction File
9	EXIT PLAZA	Char	22	Same as PBP Plate Transaction File
10	EXIT LANE	Integer	2	Same as PBP Plate Transaction File
11	AXLE COUNT	Integer	2	Same as PBP Plate Transaction File
12	LP TYPE	Char	30	Same as PBP Plate Transaction File
13	WR TRAN FEE	Money	8	Same as PBP Plate Transaction File
14	WR FEE TYPE	Integer	1	Same as PBP Plate Transaction File
15	POST AMT	Money	8	Amount Posted by the Home Agency including WR
16	RESPONSE CODE	Alpha	1	See Table 2 in Section 4 Business Rules
17	NIOP FEE	Money	8	For WR Hub use only – Amount of NIOP Fee calculated for NIOP transactions.

5.9.3. Reconciled Pay by Plate Trailer Record Format

Table 23 Reconcile Pay by Plate trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day
4	DETAIL COUNT	Integer	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of all detail records
6	ACCEPTED CNT	Integer	6	Total count of all accepted detail records
7	ACCEPTED AMT	Money	10	Total amount of all accepted detail records

5.9.4. Reconciled Pay by Plate Sample File

#HEADER,PLATERECON,000123,06/24/1997,SR,TC,1997-06-23T10:02:19-8:00, REV A2.0
 1ABC234 ,0000403986,CA,00000.25, , ,1997-06-23T12:14:50-8:00, Some Bridge,02,02,
 Some LP Type,00000.00,0,00000.25,A,00000.00
 #TRAILER,000123,06/24/1997,000001,0000000.25

5.10. Correction File

For related business rules, see Section 4.5.

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5.10.1. Correction File Header Record Format

Table 24 Correction file header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	4	Indicates this is a correction file (CORR)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DAY	Date	10	Business day
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date/time	25	Transmission file create date/time
8	VERSION	Alpha	10	"REV A2.0", right justified, space filled to the left.

5.10.2. Toll Charges Correction Detail Record Format

Table 25 Toll charges correction detail record format

Field #	Field Name	Field Type	Length	Notes
1	CORRECTION DATE	Date/time	25	The date the Away Agency made the adjustment. Required for adjustments. Blank if resubmittal.
2	CORRECTION REASON	Alpha	1	The reason for the correction. Values: C – Class (axle count) adjusted. Apply toll/axle count from this record. I – Ignore original transaction. Back out original transaction (full credit to account). L – Location information corrected. Apply toll/location from this record. T – Toll adjusted. Apply toll from this record. O – Other adjustment/correction. Apply fields from this record. For adjustments requiring that the original transaction be backed out, an "I" must be sent by the Away Agency before a "C", "L", "T" or "O". Blank if transaction is a resubmission of a transaction (not an adjustment).
3	RESUBMIT REASON	Alpha	1	The reason for the resubmitting the transaction or correction: R – Resubmittal of a transaction or adjustment previously rejected with a RECON CODE of F or L. I – Resubmittal of a transaction or adjustment rejected with RECON CODE of I. I can only be resubmitted for internal WR transactions Blank if the transaction is not a resubmittal.
4	CORRECTION COUNT	Integer	3	An incrementing sequence number for each different adjustment of a Transaction identified by its specific Transaction #. Values: 0 – 999
5	RESUBMIT COUNT	Integer	3	An incrementing sequence number for each time a transaction or adjustment is resubmitted. This should be

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Field #	Field Name	Field Type	Length	Notes
				zero the first time an adjustment is submitted. Values: 0 – 999
6	HOME AGENCY SEQUENCE #	Integer	6	Sequence # provided by the Home Agency within the Reconciliation File for either the original transaction or the most recent adjustment/correction.
7	ORIGINAL TAG ID	Hex	10	Tag ID in hex format, right justified, space filled to the left. The first three characters will be blank for Title-21 tags. The first three characters will be the Agency Code for 6C tags. Leave blank for plate transaction.
8	ORIGINAL LICENSE PLATE	Alphanumeric	10	License plate of patron (left justified with trailing spaces). Leave blank for tag transaction.
9	ORIGINAL STATE	Alpha	2	Original State code. Leave blank for tag transaction.
10	ORIGINAL TRAN #	Integer	10	Original transaction # generated by sending agency
11	ORIGINAL TRAN AMOUNT	Money	8	Original amount charged for transaction
12	ORIGINAL ENTRY TRAN DATE	Date/time	25	Original transaction date – Entry, Space Filled
13	ORIGINAL ENTRY PLAZA	Alphanumeric	22	Original Entry Plaza in plain text
14	ORIGINAL ENTRY LANE	Integer	2	Lane identifier – Entry
15	ORIGINAL EXIT TRAN DATE	Date/Time	25	Transaction date/time – Exit
16	ORIGINAL EXIT PLAZA	Alphanumeric	22	Original Exit Plaza in plain text
17	ORIGINAL EXIT LANE	Integer	2	Lane identifier – Exit
18	ORIGINAL AXLE COUNT	Integer	2	Number of Axles – if Toll is based on axle based classification (Default Value = 0 for Agencies that do not use Axle Based classification). Space Filled.
19	ORIGINAL OCCUPANCY	Integer	1	Occupancy if Toll is based on Occupancy – (Values 0 – NA (default); 1 – SOV; 2 – HOV2; 3 – HOV3+; 4 Carpool; 5, 6, 7 – reserved for future use). Default Value = 0 for Agencies that do not use Occupancy to determine Tolls. Leave blank for plate transaction.
20	ORIGINAL PROTOCOL TYPE	Integer	1	Tag Protocol Type (Values 0 – Title 21; 1 – 6C) Leave blank for plate transaction.
21	ORIGINAL VEHICLE TYPE	Integer	1	Vehicle – (Values 0 – NA (default); 1 - Clean Air Vehicle)
22	ORIGINAL LP TYPE	Alpha	30	License Plate Type. If no LP Type included, then default to blank.
23	ORIGINAL TRAN FEE	Money	8	Amount charged for transaction fee
24	ORIGINAL TRAN FEE TYPE	Integer	1	Fee Type 0 –NA (default); 1 – HOV Only; 2 – Occupancy Detection; 3 – Other; 4, 5, 6 – reserved for future use)
25	CORR TAG ID	Hex	10	Tag ID in hex format, right justified, space filled to the left. The first three characters will be blank for Title-21 tags. The first three characters will be the Agency Code for 6C tags. Leave blank for plate transaction.
26	CORR LICENSE PLATE	Alphanumeric	10	License plate of patron (left justified with trailing spaces). Leave blank for tag transaction.
27	CORR STATE	Alpha	2	State code. Leave blank for tag transaction.
28	CORR TRAN #	Integer	10	Original transaction # generated by sending agency. This remains the same for any related adjustment or resubmitted transaction.
29	CORR TRAN AMOUNT	Money	8	New Amount charged for transaction. If the agency sent multiple adjustments and/or resubmissions, this is the

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Field #	Field Name	Field Type	Length	Notes
				amount in the previous accepted correction file.
30	CORR ENTRY TRAN DATE	Date/time	25	Transaction date/time – Entry, Space Filled
31	CORR ENTRY PLAZA	Alphanumeric	22	Corrected Entry Plaza Location in plain text
32	CORR ENTRY LANE	Integer	2	Lane identifier – Entry
33	CORR EXIT TRAN DATE	Date/time	25	Corrected Exit Plaza in plain text
34	CORR EXIT PLAZA	Alphanumeric	22	Corrected Exit Plaza in plain text
35	CORR EXIT LANE	Integer	2	Lane identifier – Exit
36	CORR AXLE COUNT	Integer	2	Number of Axles – if Toll is based on axle based classification (Default Value = 0 for Agencies that do not use Axle Based classification). Space Filled.
37	CORR OCCUPANCY	Integer	1	Occupancy if Toll is based on Occupancy – (Values 0 – NA (default); 1 – SOV; 2 – HOV2; 3 – HOV3+; 4 Carpool; 5, 6, 7 – reserved for future use). Default Value = 0 for Agencies that do not use Occupancy to determine Tolls. Leave blank for plate transaction.
38	CORR PROTOCOL TYPE	Integer	1	Tag Protocol Type (Values 0 – Title 21; 1 – 6C) Leave blank for plate transaction.
39	CORR VEHICLE TYPE	Integer	1	Vehicle – (Values 0 – NA (default); 1 - Clean Air Vehicle)
40	CORR LP TYPE	Alpha	30	License Plate Type. Include for NIOP transactions that contain a Plate Type in the Plate Status File. If no LP Type included, then default to blank.
41	CORR TRAN FEE	Money	8	Amount charged for transaction fee
42	CORR WR FEE TYPE	Integer	1	0 – N/A; 1 – HOV Only violation; 2 – Occupancy declaration mismatch

5.10.3. Correction File Trailer Record Format

Table 26 Correction file trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DATE	Date	10	Business day
4	DETAIL COUNT	Integer	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of all detail records

Note: The Away Agency sends all of the original data in the transaction in the fields containing the word “original.” In the fields containing “CORR,” the Away Agency places updated information if the information in that field has changed, otherwise the agency should once again fill the field with the original information.

5.10.4. Correction Sample File

#HEADER,CORR,000246,06/25/2017,SR,TC, 1997-06-23T10:02:19-8:00, REV A2.0
2017-06-24T19:05:17-8:00,I,1,0,035628, 810012C, ,.0004279389,00001.00,1997-06-22T19:09:20-8:00, Some On
Ramp,03,2017-06-22T19:09:25-8:00, Some Off Ramp,03,02,0,0,0, Some LP Type,00024.90,1,035629, 810012C,

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,.0002468102,00000.00,1997-06-22T19:09:20-8:00, Some On Ramp,03,2017-06-22T19:09:25-8:00, Some Off
Ramp,03,02,0,0,0,00000.00,1
#TRAILER,000246,06/25/2017,000001,00000.00

5.11. Reconciled Correction File

For related business rules, see Section 4.5.

5.11.1. Reconciled Correction Header Record Format

Table 27 Reconciled correction header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	8	Indicates this is a correction reconciliation file (CORRECON)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DAY	Date	10	Business day
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date/Time	25	Transmission file create date/time
8	VERSION	Alpha	10	"REV A2.0", right justified, space filled to the left.

5.11.2. Reconciled Correction Record Format

Table 28 Reconcile correction record format

Field #	Field Name	Field Type	Length	Notes
1	CORRECTION DATE	Date/Time	25	Same as Correction File
2	CORRECTION REASON	Alpha	1	Same as Correction File
3	RESUBMIT REASON	Alpha	1	Same as Correction File.
4	CORRECTION COUNT	Integer	3	Same as Correction File
5	RESUBMIT COUNT	Integer	3	Same as Correction File
6	HOME AGENCY SEQUENCE #	Integer	6	Same as Correction File
7	ORIGINAL TAG ID	Hex	10	Same as Correction File
8	ORIGINAL LICENSE PLATE	Alphanumeric	10	Same as Correction File
9	ORIGINAL STATE	Alpha	2	Same as Correction File
10	ORIGINAL TRAN #	Integer	10	Same as Correction File
11	ORIGINAL TRAN AMOUNT	Money	8	Same as Correction File
12	ORIGINAL ENTRY TRAN DATE	Date/time	25	Same as Correction File
13	ORIGINAL ENTRY PLAZA	Alphanumeric	22	Same as Correction File
14	ORIGINAL ENTRY LANE	Integer	2	Same as Correction File
15	ORIGINAL EXIT TRAN DATE	Date/Time	25	Same as Correction File
16	ORIGINAL EXIT	Alphanumeric	4	Same as Correction File

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Field #	Field Name	Field Type	Length	Notes
	PLAZA			
17	ORIGINAL EXIT LANE	Integer		
18	ORIGINAL AXLE COUNT	Integer	2	Same as Correction File
19	ORIGINAL OCCUPANCY	Integer	1	Same as Correction File
20	ORIGINAL PROTOCOL TYPE	Integer	1	Same as Correction File
21	ORIGINAL VEHICLE TYPE	Integer	1	Same as Correction File
22	ORIGINAL LP TYPE	Alpha	30	Same as Correction File
23	ORIGINAL TRAN FEE	Money	8	Same as Correction File
24	ORIGINAL TRAN FEE TYPE	Integer	1	Same as Correction File
25	CORR TAG ID	Hex	10	Same as Correction File
26	CORR LICENSE PLATE	Alphanumeric	10	Same as Correction File.
27	CORR STATE	Alpha	2	Same as Correction File
28	CORR TRAN #	Integer	10	Same as Correction File
29	CORR TRAN AMOUNT	Money	8	Same as Correction File
30	CORR ENTRY TRAN DATE	Date/time	25	Same as Correction File
31	CORR ENTRY PLAZA	Alphanumeric	22	Same as Correction File
32	CORR ENTRY LANE	Integer	2	Same as Correction File
33	CORR EXIT TRAN DATE	Date/time	25	Same as Correction File
34	CORR EXIT PLAZA	Alphanumeric	22	Same as Correction File
35	CORR EXIT LANE	Integer	2	Same as Correction File
36	CORR AXLE COUNT	Integer	2	Same as Correction File
37	CORR OCCUPANCY	Integer	1	Same as Correction File
38	CORR PROTOCOL TYPE	Integer	1	Same as Correction File
39	CORR VEHICLE TYPE	Integer	1	Same as Correction File
40	CORR LP TYPE	Alpha	30	Same as Correction File
41	CORR TRAN FEE	Money	8	Same as Correction File
42	CORR TRAN FEE TYPE	Integer	1	Same as Correction File
43	POST AMT	Money	8	Amount Posted by Home Agency
44	RESPONSE CODE	Alpha	1	See Table 2 in Section 4 Business Rules

5.11.3. Reconciled Correction Trailer Record Format

Table 29 Reconciled correction trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DATE	Date	10	Business day

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4	DETAIL COUNT	Integer	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of all detail records
6	ACCEPTED CNT	Integer	6	Total count of all accepted detail records
7	ACCEPTED AMT	Money	10	Total amount of all accepted detail records

5.11.4. Reconciled Correction Sample File

#HEADER,CORRECON,000246,06/26/2017,SR,TC,2017-06-26T09:01:21-8:00, REV A2.0
2017-06-24T19:05:17-8:00,I,1,0,035628, 810012C, ,0004279389,00001.00,1997-06-22T19:09:20-8:00, Some On
Ramp,03,2017-06-22T19:09:25-8:00, Some Off Ramp,03,02,0,0,0, Some LP Type,00024.90,1,035629, 810012C,
, ,0002468102,00000.00,1997-06-22T19:09:20-8:00, Some On Ramp,03,2017-06-22T19:09:25-8:00, Some Off
Ramp,03,02,0,0,0,00000.00,1,00000.00,A

#TRAILER,000246,06/26/2017,000001,0000000.00,000001,0000000.00

5.12. Acknowledgement File

For related business rules, see Section 4.6.

5.12.1. Acknowledgment File Format

Table 30 Acknowledgement file format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Alpha	3	ACK - Indicates that this is an acknowledgment file
2	FILE TYPE	Alpha	10	Indicates the type of file for which the acknowledgement is being sent. Values: TAGS = tag status file PLATES = Plate status file TOLL = Toll charges file PAYBYPLATE = Pay by Plate transaction file CORR = Correction file RECONCILE = toll charges file reconciliation file PLATERECON = Pay by Plate charges reconciliation file CORRECON = Correction reconciliation file
3	FILE NAME	Char	45	The name of the file being acknowledged
4	FROM AGENCY	Alpha	2	Two letter code of source entity
5	TO AGENCY	Alpha	2	Two letter code of destination entity
6	CREATE DATE	Date/Time	25	Original transmission file create date/time from that file
7	ACK DATE	Date/Time	25	Date/time on which the acknowledgment was sent
8	RETURN CODE	Integer	2	A code indicating the status of the submission being acknowledged. Values: 00 – Submission was successfully received and verified. Submission is accepted and processed. 01 – Header does not match file details. Submission rejected without processing. 02 – Invalid File Name. Submission rejected without processing. 03 – Other major issue. Submission rejected without processing. 04 – Minor issue with file. Submission processed. Please contact the receiving Agency for more information
9	VERSION	Char	10	"REV A2.0", right justified, space filled to the left.

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5.12.2. Acknowledgement Sample File

ACK, TAGS,SR,TC,_1997-06-23T02:02:19.tag,SR,TC, 1997-06-23T10:02:19-8:00, 1997-06-23T11:02:19-8:00,00, REV A2.0

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APPENDIX A: CTOC PLAZA/LANE DESCRIPTIONS

Table 31 below contains a mapping of plaza IDs to plaza descriptions for statements that CTOC agencies used in v5.8 of the CTOC Tech Spec. It remains here as a reference for agencies until all agencies transition to this WRTO Technical Specification version, where plaza information will be conveyed through plain text.

Table 31 Plaza IDs

Plaza	Lane	Statement Description (22-character limit)
0002	01	Antioch-Lane 1
0002	02	Antioch-Lane 2
0002	03	Antioch-Lane 3
0003	01	Richmond-Lane 1
0003	02	Richmond-Lane 2
0003	03	Richmond-Lane 3
0003	04	Richmond-Lane 4
0003	05	Richmond-Lane 5
0003	06	Richmond-Lane 6
0003	07	Richmond-Lane 7
0004	01	Bay Bridge-Lane 1
0004	02	Bay Bridge-Lane 2
0004	03	Bay Bridge-Lane 3
0004	04	Bay Bridge-Lane 4
0004	05	Bay Bridge-Lane 5
0004	06	Bay Bridge-Lane 6
0004	07	Bay Bridge-Lane 7
0004	08	Bay Bridge-Lane 8
0004	09	Bay Bridge-Lane 9
0004	10	Bay Bridge-Lane 10
0004	11	Bay Bridge-Lane 11
0004	12	Bay Bridge-Lane 12
0004	13	Bay Bridge-Lane 13
0004	14	Bay Bridge-Lane 14
0004	15	Bay Bridge-Lane 15
0004	16	Bay Bridge-Lane 16
0004	17	Bay Bridge-Lane 17
0004	18	Bay Bridge-Lane 18
0004	19	Bay Bridge-Lane 19
0004	20	Bay Bridge-Lane 20
0004	21	Bay Bridge-Lane 21
0004	22	Bay Bridge-Lane 22
0005	01	San Mateo-Lane 1
0005	02	San Mateo-Lane 2
0005	03	San Mateo-Lane 3
0005	04	San Mateo-Lane 4
0005	05	San Mateo-Lane 5
0005	06	San Mateo-Lane 6
0005	07	San Mateo-Lane 7
0005	08	San Mateo-Lane 8
0005	09	San Mateo-Lane 9
0005	10	San Mateo-Lane 10
0006	01	Dumbarton-Lane 1
0006	02	Dumbarton-Lane 2

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Plaza	Lane	Statement Description (22-character limit)
0006	03	Dumbarton-Lane 3
0006	04	Dumbarton-Lane 4
0006	05	Dumbarton-Lane 5
0006	06	Dumbarton-Lane 6
0006	07	Dumbarton-Lane 7
0007	01	Carquinez-Lane 1
0007	02	Carquinez-Lane 2
0007	03	Carquinez-Lane 3
0007	04	Carquinez-Lane 4
0007	05	Carquinez-Lane 5
0007	06	Carquinez-Lane 6
0007	07	Carquinez-Lane 7
0007	08	Carquinez-Lane 8
0007	09	Carquinez-Lane 9
0007	10	Carquinez-Lane 10
0007	11	Carquinez-Lane 11
0007	12	Carquinez-Lane 12
0008	01	Benicia-Lane 1
0008	02	Benicia-Lane 2
0008	03	Benicia-Lane 3
0008	04	Benicia-Lane 4
0008	05	Benicia-Lane 5
0008	06	Benicia-Lane 6
0008	07	Benicia-Lane 7
0008	08	Benicia-Lane 8
0008	09	Benicia-Lane 9
0008	10	Benicia-Lane 10
0008	11	Benicia-Lane 11
0008	12	Benicia-Lane 12
0008	13	Benicia-Lane 13
0008	14	Benicia-Lane 14
0008	15	Benicia-Lane 15
0008	16	Benicia-Lane 16
0008	17	Benicia-Lane 17
0015	01	I-15 Legacy Toll Zone
0201	01	SFO Long Term Garage
0204	01	SFO Long Term Lot
0821	01	SFO INTL G LV 1
0825	01	SFO INTL LV 3
0828	01	SFO INTL A LV 1
0831	01	SFO INTL A LV 3
0843	01	SFO Domestic LV 1
0844	01	SFO Domestic LV 2
0847	01	SFO Domestic LV 3
0850	01	SFO Domestic LV 46
0854	01	SFO Domestic LV 5
1131	01	La Paz On-Lane 1
1131	02	La Paz On-Lane 2
1133	02	La Paz Off-Lane 2
1141	01	Aliso Creek Off -Lane 1
1141	02	Aliso Creek Off-lane 2
1143	02	Aliso Creek On-Lane 2
1162	02	El Toro Off-Lane 2
1162	03	El Toro Off-Lane 3
1163	02	El Toro On-Lane 2

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Plaza	Lane	Statement Description (22-character limit)
1163	03	El Toro On-Lane 3
1190	10	Catalina View South-Lane 10
1190	11	Catalina View South-Lane 11
1190	12	Catalina View South-Lane 12
1190	13	Catalina View South-Lane 13
1191	10	Catalina View North-Lane 10
1191	11	Catalina View North-Lane 11
1191	12	Catalina View North-Lane 12
1191	13	Catalina View North-Lane 13
1215	02	Newport Coast Off-Lane 2
1217	01	Newport Coast On-Lane 1
1217	02	Newport Coast On-Lane 2
1226	02	Ford Road Off-Lane 2
1227	02	Bonita Canyon On-Lane 2
2143	11	Oso Bridge Mainline NB Lane 11
2143	12	Oso Bridge Mainline NB Lane 12
2144	01	Oso Parkway On-Lane 1
2144	02	Oso Parkway On-Lane 2
2145	01	Oso Parkway Off-Lane 1
2145	02	Oso Parkway Off-Lane 2
2146	11	Oso Bridge Mainline SB Lane 11
2146	12	Oso Bridge Mainline SB Lane 12
2177	01	Antonio Parkway Off-Lane 1
2177	02	Antonio Parkway Off-Lane 2
2178	01	Antonio Parkway On-Lane 1
2178	02	Antonio Parkway On-Lane 2
2199	02	Los Alisos Blvd Off-Lane 2
2200	02	Los Alisos Blvd On-Lane 2
2216	02	Portola Parkway South Off - Lane 2
2217	01	Portola Parkway South On - Lane 1
2217	02	Portola Parkway South On - Lane 2
2234	02	Alton Parkway Off - Lane 2
2235	01	Alton Parkway On - Lane 1
2235	02	Alton Parkway On - Lane 2
2248	02	Portola Parkway North Off - Lane 2
2249	02	Portola Parkway North On - Lane 2
2257	11	Tomato Springs - North Lane 11
2257	12	Tomato Springs - North Lane 12
2257	13	Tomato Springs - North Lane 13
2260	11	Tomato Springs - South Lane 11
2260	12	Tomato Springs - South Lane 12
2260	13	Tomato Springs - South Lane 13
3042	02	Irvine Blvd. - East Off Lane 2
3043	01	Irvine Blvd. - East On Lane 1
3043	02	Irvine Blvd. - East On Lane 2
3057	11	Orange Grove South Lane 11
3057	12	Orange Grove South Lane 12
3058	11	Orange Grove North Lane 11
3058	12	Orange Grove North Lane 12
3145	10	Windy Ridge South Lane 10
3145	11	Windy Ridge South Lane 11
3145	12	Windy Ridge South Lane 12
3145	13	Windy Ridge South Lane 13
3150	10	Windy Ridge North Lane 10
3150	11	Windy Ridge North Lane 11
3150	12	Windy Ridge North Lane 12

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Plaza	Lane	Statement Description (22-character limit)
3150	13	Windy Ridge North Lane 13
3482	01	Irvine Blvd. - West SB On Lane 1
3482	02	Irvine Blvd. - West SB On Lane 2
3486	02	Irvine Blvd. - West NB Off Lane 2
3490	01	Irvine Blvd. - West NB On - Lane 1
3490	11	Irvine Ranch North Lane 11
3490	12	Irvine Ranch North- Lane 12
3491	01	Portola Parkway West SB On - Lane 1
3491	11	Irvine Ranch South- Lane 11
3491	12	Irvine Ranch South- Lane 12
3497	02	Portola Parkway West NB On - Lane 2
3498	02	Portola Parkway West Off - Lane 2
4001	01	91E 55-Co. Line L#1
4001	02	91E 55-Co. Line L#2
4001	03	91E 55-Co. Line L#3
4002	01	91W Co. Line-55 L#1
4002	02	91W Co. Line-55 L#2
4002	03	91W Co. Line-55 L#
4010	01	GG Bridge - Lane 1
4010	02	GG Bridge - Lane 2
4010	03	GG Bridge - Lane 3
4010	04	GG Bridge - Lane 4
4010	05	GG Bridge - Lane 5
4010	06	GG Bridge - Lane 6
4010	07	GG Bridge - Lane 7
4010	08	GG Bridge - Lane 8
4010	09	GG Bridge - Lane 9
4010	10	GG Bridge - Lane 10
4010	11	GG Bridge - Lane 11
4010	12	GG Bridge - Lane 12
4020	1	91E Co. Line-McKinley L#1
4020	2	91E Co. Line-McKinley L#2
4020	3	91E Co. Line-McKinley L#3
4021	1	91W McKinley-Co. Line L#1
4021	2	91W McKinley-Co. Line L#2
4021	3	91W McKinley-Co. Line L#3
4022		15S
4023		15N
4024	1	91E Co. Line-15S L#1
4024	2	91E Co. Line-15S L#2
4024	3	91E Co. Line-15S L#3
4025	1	91W 15N - Co. Line L#1
4025	2	91W 15N - Co. Line L#2
4025	3	91W 15N - Co. Line L#3
4100	1	15S SR60/Sixth
4100	2	15S SR60/Sixth
4101	1	15S Limonite/Second
4101	2	15S Limonite/Second
4102	1	15S Sixth/Ontario
4102	2	15S Sixth/Ontario
4103	1	15S Magnolia/Cajalco
4103	2	15S Magnolia/Cajalco
4150	1	15N Cajalco/Magnolia
4150	2	15N Cajalco/Magnolia
4151	1	15N Ontario/Sixth
4151	2	15N Ontario/Sixth

Technical Specification for Interagency Electronic Data Interchange

Plaza	Lane	Statement Description (22-character limit)
4152	1	15N Second/Limonite
4152	2	15N Second/Limonite
4153	1	15N Sixth/SR60
4153	2	15N Sixth/SR60
5010	01	I-680 South Andrade
5011	01	I-680 South Washington
5012	01	I-680 South Mission
5013	01	I-680 South Calaveras
5020	01	I-680 SB SR238
5021	01	I-680 SB SR262
5022	01	I-680 SB SR237
5030	21	I-680 NB SR238
5031	21	I-680 NB SR84
5050	21	580 N First Zone WB
5051	21	580 Livermore Zone WB
5052	21	580 Isabel Zone WB
5053	21	580 Airway Zone WB
5054	21	580 Fallon Zone WB
5055	21	580 Santa Rita Zone WB
5056	21	580 Hacienda Zone WB
5057	21	580 San Ramon Zone WB
5070	01	580 Airway Zone 1 EB
5070	02	580 Airway Zone 1 EB
5071	01	580 Airway Zone 2 EB
5071	02	580 Airway Zone 2 EB
5072	01	580 Isabel Zone EB
5072	02	580 Isabel Zone EB
5073	01	580 Livermore Zone EB
5073	02	580 Livermore Zone EB
5074	01	580 N First Zone EB
5074	02	580 N First Zone EB
5075	01	580 Vasco Zone EB
5075	02	580 Vasco Zone EB
5076	01	580 Greenville Zone EB
5076	02	580 Greenville Zone EB
5110	01	SR 237/I-880 Connector WB
5111	01	SR 237 Zanker WB
5112	01	SR 237 N. First WB
5113	01	SR 237 Great America WB
5114	01	SR 237 Mathilda EB
5115	01	SR 237 Lawrence EB
5116	01	SR 237 Great America EB
5117	01	SR 237 N. First EB
5210	01	680 Crow Canyon Zone SB
5211	01	680 Alcosta Zone SB
5212	01	680 Crow Canyon Zone NB
5213	01	680 Livorna Zone NB
5310	01	I-880 Davis SB
5311	01	I-880 Hesperian SB
5312	01	I-880 SR92 SB
5313	01	I-880 Industrial SB
5314	01	I-880 Alvarado SB
5315	01	I-880 Mowry SB
5316	01	I-880 Mission SB
5317	01	I-880 Mission NB
5318	01	I-880 Auto Mall NB

Technical Specification for Interagency Electronic Data Interchange

Plaza	Lane	Statement Description (22-character limit)
5319	01	I-880 Thornton NB
5320	01	I-880 Alvarado NB
5321	01	I-880 SR92 NB
6000	01	110NB HGTC To Rosecrans
6001	01	110NB HGTC To I-105
6002	01	110NB HGTC To Slauson
6003	01	110NB HGTC To 39th
6004	01	110NB HGTC To Adams
6005	01	110NB Rosecrans To I-105
6006	01	110NB Rosecrans To Slauson
6007	01	110NB Rosecrans To 39th
6008	01	110NB Rosecrans To Adams
6009	01	110NB I-105 To Slauson
6010	01	110NB I-105 To 39th
6011	01	110NB I-105 to Adams
6012	01	110NB 39th to Adams
6013	01	110NB Slauson to 39th
6014	01	110NB Slauson to Adams
6100	01	110SB Adams to Jefferson
6101	01	110SB Adams to Manchester
6102	01	110SB Adams to Century
6103	01	110SB Adams to I-105
6104	01	110SB Adams to El Segundo
6105	01	110SB Adams to HGTC
6106	01	110SB Jefferson to Manchester
6107	01	110SB Jefferson to Century
6108	01	110SB Jefferson to I-105
6109	01	110SB Jefferson to El Segundo
6110	01	110SB Jefferson to HGTC
6111	01	110SB 39th to Manchester
6112	01	110SB 39th to Century
6113	01	110SB 39th to I-105
6114	01	110SB 39th to El Segundo
6115	01	110SB 39th to HGTC
6116	01	110SB Manchester to Century
6117	01	110SB Manchester to I-105
6118	01	110SB Manchester to El Segundo
6119	01	110SB Manchester to HGTC
6120	01	110SB Century to I-105
6121	01	110SB Century to El Segundo
6122	01	110SB Century to HGTC
6123	01	110SB I-105 to El Segundo
6124	01	110SB I-105 to HGTC
6125	01	110SB El Segundo to HGTC
6200	01	10EB Alameda to I-710
6201	01	10EB Alameda to Atlantic
6202	01	10EB Alameda to Del Mar
6203	01	10EB Alameda to Baldwin
6204	01	10EB Alameda to I-605
6205	01	10EB I-710 to Atlantic
6206	01	10EB I-710 to Del Mar
6207	01	10EB I-710 to Baldwin
6208	01	10EB I-710 to I-605
6209	01	10EB Atlantic to Del Mar
6210	01	10EB Atlantic to Baldwin
6211	01	10EB Atlantic to I-605

Technical Specification for Interagency Electronic Data Interchange

Plaza	Lane	Statement Description (22-character limit)
6212	01	10EB Del Mar to Baldwin
6213	01	10EB Del Mar to I-605
6214	01	10EB Baldwin to I-605
6301	01	10WB I-605 to Fremont
6302	01	10WB I-605 to I-710
6303	01	10WB I-605 to Alameda
6304	01	10WB Del Mar to Atlantic
6305	01	10WB Del Mar to I-710
6306	01	10WB Del Mar to Alameda
6307	01	10WB Fremont to I-710
6308	01	10WB Fremont to US-101
6309	01	10WB Fremont to Alameda
6310	01	10WB Del Mar to US-101
6311	01	10WB I-605 to US-101
8016	01	I-15/SR 163 Interchange
8017	01	I-15 Access
8018	01	Ammo Rd NB Entry
8019	01	Miramar Way NB
8019	02	Miramar Way NB
8019	03	Miramar Way NB
8019	98	Miramar Way NB
8020	01	Miramar Rd NB Entry
8021	01	Mira Mesa BI NB Entry
8022	01	Mira Mesa BI NB
8022	02	Mira Mesa BI NB
8022	03	Mira Mesa BI NB
8022	98	Mira Mesa BI NB
8023	01	Poway Rd NB
8023	02	Poway Rd NB
8023	03	Poway Rd NB
8023	98	Poway Rd NB
8024	01	SR 56 NB Exit
8024	02	SR 56 NB Exit
8024	98	SR 56 NB Exit
8025	01	Sabre Springs Transit
8025	02	Sabre Springs Transit
8026	01	SR 56 NB Entry
8027	01	Carmel Mountain Rd NB
8027	02	Carmel Mountain Rd NB
8027	03	Carmel Mountain Rd NB
8027	98	Carmel Mountain Rd NB
8028	01	Camino del Norte NB
8029	01	Bernardo Center Dr NB
8029	02	Bernardo Center Dr NB
8029	03	Bernardo Center Dr NB
8029	04	Bernardo Center Dr NB
8029	98	Bernardo Center Dr NB
8030	01	Duenda Rd NB Entry
8031	01	Via Rancho Pkwy NB
8031	02	Via Rancho Pkwy NB
8031	03	Via Rancho Pkwy NB
8031	98	Via Rancho Pkwy NB
8032	01	Del Lago NB Exit
8033	01	Del Lago NB Entry
8034	01	Centre City NB Entry
8035	01	Centre City Pkwy NB

Technical Specification for Interagency Electronic Data Interchange

Plaza	Lane	Statement Description (22-character limit)
8035	02	Centre City Pkwy NB
8035	98	Centre City Pkwy NB
8036	01	Felicita Rd NB
8036	02	Felicita Rd NB
8036	98	Felicita Rd NB
8037	01	Hale Ave NB Exit
8039	01	SR 78/I-15 Interchange
8040	01	Hale Ave SB Entry
8041	01	Felicita Rd SB
8041	02	Felicita Rd SB
8041	99	Felicita Rd SB
8042	01	9th Ave SB Entry
8044	01	Del Lago SB Exit
8045	01	Del Lago SB Entry
8046	01	Via Rancho Pkwy SB
8046	02	Via Rancho Pkwy SB
8046	03	Via Rancho Pkwy SB
8046	99	Via Rancho Pkwy SB
8047	01	Duenda Rd SB Entry
8048	01	Rancho Bernardo Transit
8048	02	Rancho Bernardo Transit
8048	03	Rancho Bernardo Transit
8048	04	Rancho Bernardo Transit
8048	05	Rancho Bernardo Transit
8049	01	Bernardo Center Dr SB
8049	02	Bernardo Center Dr SB
8049	03	Bernardo Center Dr SB
8049	99	Bernardo Center Dr SB
8050	01	Camino del Norte SB
8051	01	Carmel Mountain Rd SB
8051	02	Carmel Mountain Rd SB
8051	03	Carmel Mountain Rd SB
8051	99	Carmel Mountain Rd SB
8052	01	SR 56 SB Entry
8052	02	SR 56 SB Entry
8052	03	SR 56 SB Entry
8053	01	Poway Rd SB
8053	02	Poway Rd SB
8053	03	Poway Rd SB
8053	04	Poway Rd SB
8053	99	Poway Rd SB
8054	01	Poway Rd SB Entry
8055	01	Mercy Rd SB
8055	02	Mercy Rd SB
8055	03	Mercy Rd SB
8055	99	Mercy Rd SB
8056	01	Mercy Rd – 1 SB Entry
8057	01	Mercy Rd – 2 SB Entry
8058	01	Mira Mesa Transit
8058	02	Mira Mesa Transit
8059	01	Miramar Rd SB
8059	02	Miramar Rd SB
8059	03	Miramar Rd SB
8059	99	Miramar Rd SB
8060	01	Miramar Rd SB Entry
8061	01	Miramar Way SB

Technical Specification for Interagency Electronic Data Interchange

Plaza	Lane	Statement Description (22-character limit)
8061	02	Miramar Way SB
8061	03	Miramar Way SB
8061	99	Miramar Way SB
9001	01	SR-54 NB Exit
9001	02	SR-54 NB Exit
9001	98	SR-54 NB Exit
9002	01	San Miguel Rch NB On
9002	02	San Miguel Rch NB On
9003	01	East H NB On
9003	02	East H NB On
9003	03	East H NB On
9003	04	East H NB On
9003	05	East H NB Off
9003	98	East H NB Off
9004	01	Otay Lks Rd NB On
9004	02	Otay Lks Rd NB On
9004	03	Otay Lks Rd NB On
9004	04	Otay Lks Rd NB On
9004	05	Otay Lks Rd NB Off
9004	98	Otay Lks Rd NB Off
9005	01	Olymp Pkwy NB On
9005	02	Olymp Pkwy NB On
9005	03	Olymp Pkwy NB On
9005	04	Olymp Pkwy NB On
9005	05	Olymp Pkwy NB Off
9005	98	Olymp Pkwy NB Off
9006	01	Birch Rd NB On
9006	02	Birch Rd NB On
9006	03	Birch Rd NB On
9006	04	Birch Rd NB On
9006	05	Birch Rd NB Off
9006	98	Birch Rd NB Off
9010	01	Otay Toll Plz NB Entry
9010	02	Otay Toll Plz NB Entry
9010	03	Otay Toll Plz NB Entry
9010	04	Otay Toll Plz NB Entry
9010	05	Otay Toll Plz NB Entry
9011	01	SR-54 SB Entry
9011	02	SR-54 SB Entry
9011	99	SR-54 SB Entry
9012	01	San Miguel Rch SB Off
9012	02	San Miguel Rch SB Off
9013	01	East H SB Off
9013	02	East H SB Off
9013	03	East H SB On
9013	04	East H SB On
9013	99	East H SB On
9014	01	Otay Lks Rd SB Off
9014	02	Otay Lks Rd SB Off
9014	03	Otay Lks Rd SB On
9014	04	Otay Lks Rd SB On
9014	99	Otay Lks Rd SB On
9015	01	Olymp Pkwy SB Off
9015	02	Olymp Pkwy SB Off
9015	03	Olymp Pkwy SB On
9015	04	Olymp Pkwy SB On

Technical Specification for Interagency Electronic Data Interchange

Plaza	Lane	Statement Description (22-character limit)
9015	99	Olymp Pkwy SB On
9016	01	Birch Rd SB Off
9016	02	Birch Rd SB Off
9016	03	Birch Rd SB On
9016	04	Birch Rd SB On
9016	99	Birch Rd SB On
9020	01	Otay Toll Plz SB Exit
9020	02	Otay Toll Plz SB Exit
9020	03	Otay Toll Plz SB Exit
9020	04	Otay Toll Plz SB Exit
9020	05	Otay Toll Plz SB Exit

Note: 4001-4009 Reserved for OCTA
 4020-5000 Reserved for RCTC
 5000-5999 Reserved for Bay Area Express Lane Network
 6000-6999 Reserved for LA Metro

Technical Specification for Interagency Electronic Data Interchange

APPENDIX B: TITLE 21 DEFINITION

Narrative

In 1990, the California State legislature directed the California Department of Transportation (Caltrans) to develop specifications for an Automatic Vehicle Identification (AVI) system such that a vehicle owner would not have to install more than one device to use toll facilities statewide.

Caltrans developed open compatibility specifications for a two-way communications protocol for AVI including an initial set of Transaction Record Type codes that were mandated for statewide Electronic Toll Collection (ETC) use. This standard was Chaptered into the California Code of Regulations in 1992 as Title 21, Chapter 16, Articles 1 through 4, and is commonly referred to as "Title 21".

The Title 21 standard envisioned more complex Transaction Record Type codes being developed for both ETC and other new applications. To maintain the growth of Title 21 it was specified that Caltrans shall function as the standards monitoring authority to authorize the use of new record types and to assign record type numbers to newly authorized records.

After Title 21 was Chaptered, the 32-bit Transponder ID field within the specification was further defined, primarily to identify the facility and patron that was conducting the electronic transaction. Numerous additional Transaction Record Type Codes were also approved involving lane specific, data transfer and manufacturer specific information.

Both of these Caltrans documents are considered "living" because as the system expands and evolves changes to them will be required.

Contact Caltrans' Traffic Operations office in Sacramento for the latest version of these documents, or to request new Transaction Record Type codes.

CALIFORNIA'S DEFINITION FOR TITLE 21'S 32-BIT TRANSPONDER ID NUMBER FIELD¹

In the State of California, the 32-bit Transponder ID Number Field specified in the Title 21 standard has been further subdivided into three data fields to represent Tag Type, Facility Code, and Internal Tag ID. These fields are currently defined as follows in Table 32.

¹ California Department of Transportation, Ver 34, September 9, 2019. Contact Caltrans for most current version.

Technical Specification for Interagency Electronic Data Interchange

Table 32 Title 21's 32-bit Transponder ID number field

32-Bit Transponder ID Number Field		
<i>Tag Type</i>	<i>Facility Code</i>	<i>Internal Tag ID</i>
4 Bits	18 Bits	10 Bits
16 Possibilities	262,144 Possibilities	1,024 Possibilities
Most Significant Bit		Least Significant Bit

Tag Type

A 4-bit field currently established to differentiate California's transponder from transponders that originate from agencies external to the state. In the future, the unassigned bits could be used to recommend a unique North American agency numbering scheme, or to further describe the operational behavior of the transponder. The 4-bit field is defined in decimal notation as follows:

- 0- California SOV.
- 2- Existing Out of State
- 4- California HOV2
- 8- California HOV3+
- 1, 3, 9-15 - Unassigned. Available for a future use.

Facility Code

An 18-bit field used to identify the facility or entity conducting business. Facility Code ranges are assigned based upon the number of transponders projected to be utilized. The 18-bit field is defined in decimal notation as shown in the two tables below. Table 33 is for non-switchable transponder tags and Table 34 is for switchable transponder tags.

Table 33 Facility codes for non-switchable transponders

Non-Switchable Transponder Tags Facility Codes (Tag Type 0)		
<i>Agency</i>	<i>Facility Codes Assigned</i>	<i>No. of Transponders</i>
State of California	0 – 75,000	76,801,024
Facility Codes 75,001 thru 125,000 are reserved for Switchable Transponder Tags. See Table 2 below		
Sacramento County Dept. of Airports	125,001 – 125,020	20,480
TCA	129,314 – 132,094	2,847,744
SR-91	132,096 – 132,990	916,480
SANDAG I-15	132,992 – 133,001	10,240
Golden Gate Bridge	133,015 – 133,407	402,432
SANDAG/SBX	134,583 – 134,876	301,056

Technical Specification for Interagency Electronic Data Interchange

Non-Switchable Transponder Tags Facility Codes (Tag Type 0)		
Agency	Facility Codes Assigned	No. of Transponders
Port of Oakland	140,000 – 140,001	2,048
LA World Airports	141,000 – 141,052	54,272
BATA	145,000 – 148,928	4,023,296
SENTRI	184,876 – 185,022	150,528
TCA (Multiprotocol Tags)	186,000 – 186,600	615,424
SANDAG I-15	258,960 – 259,100	144,384
Caltrans ATCAS	260,096 – 262,136	2,089,948

Table 34 Facility code for switchable transponders

Switchable Transponder Tags Facility Codes (Tag Type 0, 4, 8)²		
Agency	Facility Codes Assigned	No. of Transponders
LA MTA	75,001 – 76,955	2,001,920
TCA	80,000 – 80,978	1,002,496
SR-91	81,000 – 81,366	375,808
SANDAG/SBX	83,000 – 83,009	10,240
BATA	90,000 – 93,907	4,001,792
TCA	100,000 – 100,150	154,624

Note: Switchable Transponder Tags have Facility Codes ranging from 75,001 to 125,000

Internal Tag ID

A 10-bit field used to refer to the unique identification numbers that belongs to an assigned Facility Code. For each Facility Code, a block of 1,024 Internal Tag IDs will be assigned within the Transponder ID Number Field. Assignment of the Internal Tag IDs is the responsibility of the Facility Code Agency.

Title 21 Agencies Out-Of-State

Since the Title 21 standard is an open specification, there are other agencies outside of California that can also use interoperable transponders. These external agencies could inadvertently duplicate California’s transponder ID number field assignments and render them non-unique.

Table 35 is a listing of out-of-state Title 21 agencies that have contacted the California Department of Transportation to participate in California’s definition for the 32-bit

² Switchable transponders have Facility Code range from 75,001 to 125,000

Technical Specification for Interagency Electronic Data Interchange

Transponder ID Number field. Please note that this listing does not ensure that the assignments are unique, as they may have been duplicated by another agency outside of California.

Table 35 Title 21 Transponder IDs for out of state agencies

32-bit Transponder ID Number Field Definition for Title 21 Agencies Out-of-State			
Agency	Tag Type	Facility Codes Assigned	No. of Transponders
Colorado E-470 Public Highway Authority	2	0 – 9,766	10,001,408
Denver International Airport	2	10,000 – 10,029	30,720
Golden Ears Bridge, Vancouver, Canada	2	15,000 – 16,000	1,025,024

Technical Specification for Interagency Electronic Data Interchange

APPENDIX C: SUB TYPE DEFINITIONS FOR TAG RECORD FILE

C.1 Subtype - A

Field Character	Description	Used By
N	Sub type Not Used	All Agencies

C.2 Subtype - B

Field Character	Description	Used By
N	Sub type Not Used	All Agencies

C.3 Subtype - C

Field Character	Description	Used By
N	Sub type Not Used	All Agencies

APPENDIX D: LICENSE PLATE DATE LOGIC

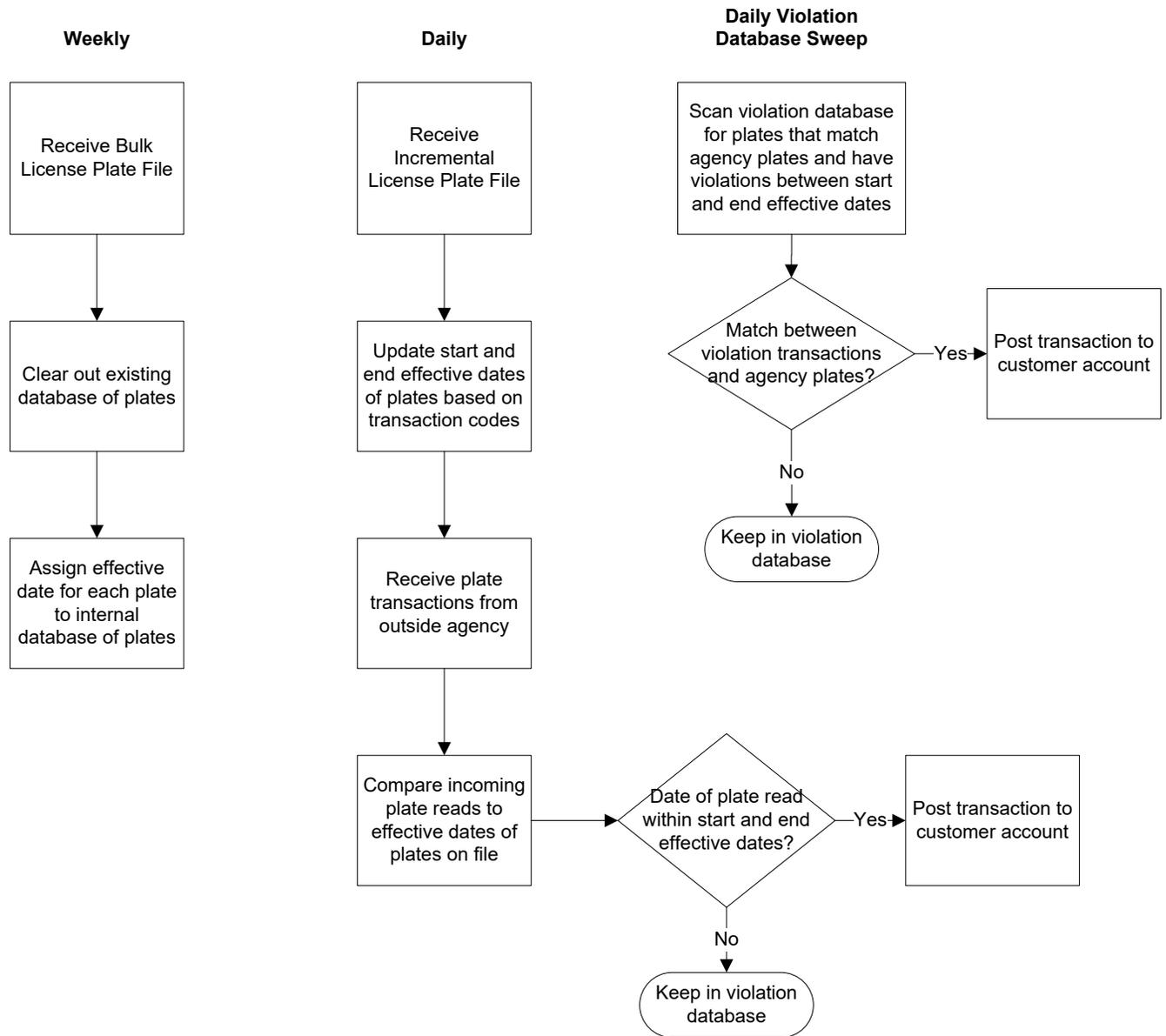


Figure 10 License plate date logic

APPENDIX E: VIOLATION ENFORCEMENT VIA PLATE READS

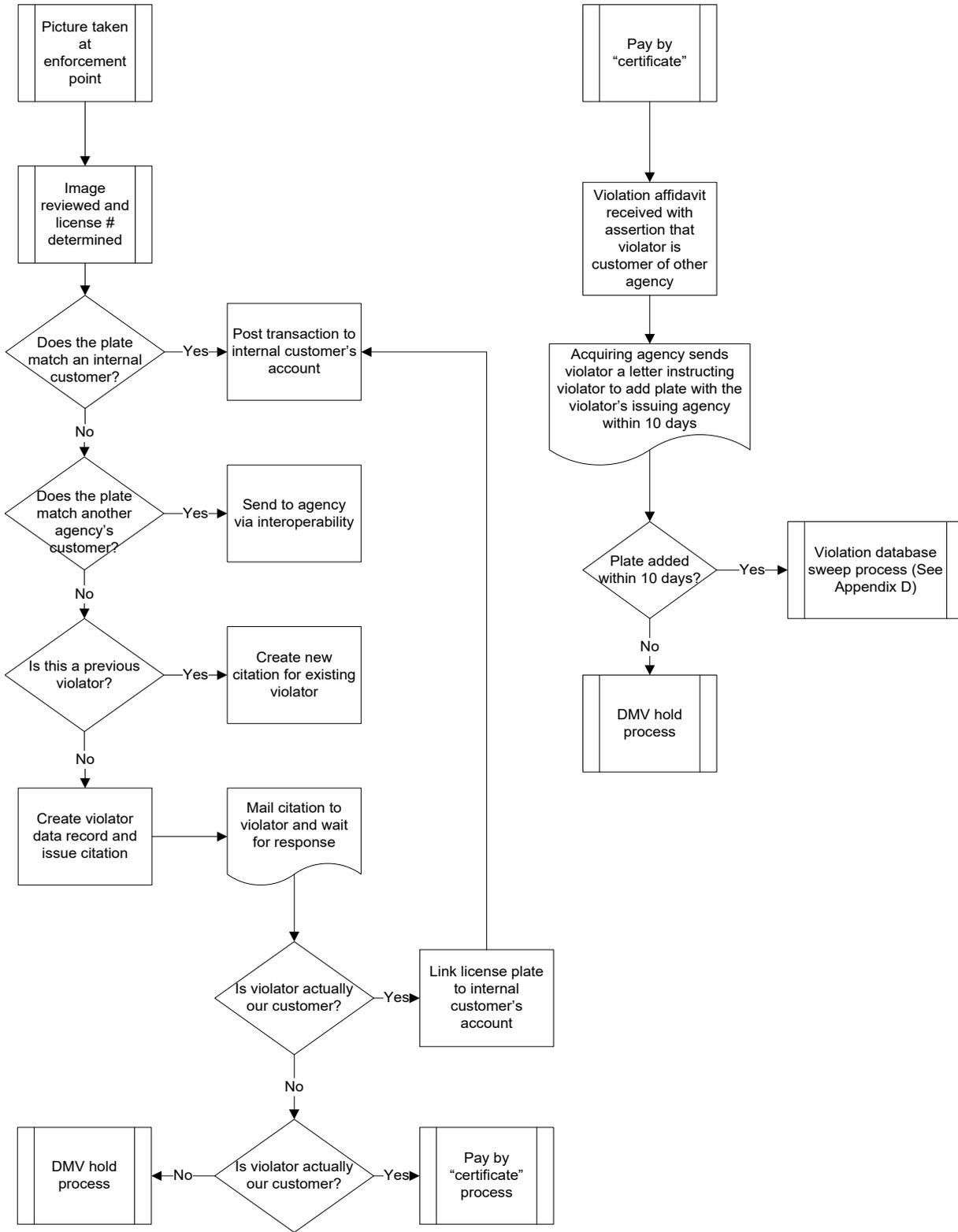


Figure 11 Violation enforcement via plate reads

APPENDIX F: 6C PROTOCOL

- 1) California toll operators are responsible to adhere to the Caltrans 6C Standard with, at minimum, the version below:

“California 6C Electronic Toll Collection Standard Version 1.0” dated May 5, 2017”

- 2) Western Region operators outside of California are responsible to adhere to the Caltrans 6C Standard with, at minimum, the version below:

“6C Coalition 6C AVI Standard Version 3.2” dated December 13, 2019”

Attachment B: I-405 Annual Transaction Forecast

The forecasted transaction volumes provided are estimates based on the best available information and are not guaranteed to be accurate. The Offeror's pricing is a mix of fixed and variable costs designed to adjust to the actual traffic, violations, and customer service center volumes.

I-405

Annual Transaction Forecast – I-405

2023-2032

Year	Total Tx	Tolled Tx	Declared HOV Tx	Declared HOV %	Transponder Not Read Tx	Transponder Not Read %
2023	71,010,000	27,744,000	43,266,000	60.9%	25,564,000	36.0%
2024	83,744,000	34,141,000	49,603,000	59.2%	27,636,000	33.0%
2025	108,839,000	47,903,000	60,936,000	56.0%	32,652,000	30.0%
2026	122,246,000	55,538,000	66,708,000	54.6%	36,674,000	30.0%
2027	101,930,000	71,124,000	30,806,000	30.2%	30,579,000	30.0%
2028	106,162,000	73,493,000	32,669,000	30.8%	31,849,000	30.0%
2029	110,513,000	75,889,000	34,624,000	31.3%	33,154,000	30.0%
2030	112,181,000	76,404,000	35,777,000	31.9%	33,654,000	30.0%
2031	113,889,000	76,920,000	36,969,000	32.5%	34,167,000	30.0%
2032	115,640,000	77,440,000	38,200,000	33.0%	34,692,000	30.0%

Attachment C: Sample Reports

Sample Monthly Status Report

Sample 91 EL Monthly Status Report

Note: Some data has been redacted

Attached is the 91 Express Lanes Monthly Status Report for November 2018; OCTA and RCTC Fiscal Year 2018-19

The following information is provided in this report:

1. EXECUTIVE SUMMARY

- 1.1a OCTA
- 1.1b RCTC

2. OPERATIONS

- 2.1 OCTA Traffic and Revenue
 - 2.1a Current Month-to-Date as of November 30, 2018
 - 2.1b Fiscal Year 2018-19 To-Date as of November 30, 2018
 - 2.1c Weekday Peak-hour Volume for November 2018
 - 2.1d Violation Collection

- 2.2 RCTC Traffic and Revenue
 - 2.2a Current Month-to-Date as of November 30, 2018
 - 2.2b Fiscal Year 2018-19 To-Date as of November 30, 2018
 - 2.2c Eastbound Peak-hour Volume for November 2018
 - 2.2d Westbound Peak-hour Volume for November 2018
 - 2.2e Violation Collection

- 2.3 Multi Agency Trip and Revenue Statistics

- 2.4 Customer Service and Violation Processing
 - 2.4a Performance Measures
 - 2.4b Incoming Call Activity
 - 2.4c Transponder Distribution
 - 2.4d Transponder Inventory
 - 2.4e Incoming Email Activity
 - 2.4f Congestion-related Complaints

- 2.5 Operations Highlights
 - 2.5a On-road Operations
 - 2.5b Caltrans Projects in 91 Corridor
 - 2.5c IT
 - 2.5d ETTM
 - 2.5e Finance and Administration

3. PROJECTS UPDATE

- 3.1 Telephone System
- 3.2 Camera System

4. STAFFING

5. ATTACHMENTS

- OCTA
- RCTC
- Combined Agencies

91 EXPRESS LANES MONTHLY STATUS REPORT

November 2018

OCTA/RCTC FISCAL YEAR 2018-19

1. EXECUTIVE SUMMARY

1.1a OCTA

The 2018-19 fiscal year-to-date traffic volume is 6.5% higher than the same period last year. The 2018-19 fiscal year-to-date potential revenue is 6.5% higher than the same period last year.

During November 2018, peak-hour eastbound traffic volumes met or exceeded 90% of defined capacity 19 times, with Friday, November 30th during the 2:00 p.m. hour having the highest volume at 103% as reflected in Chart 2.1c. As demonstrated in the same chart, westbound peak-hour traffic volumes top out at 78% of defined capacity. Average revenue per-trip for the month of November 2018 is \$3.01.

1.1b RCTC

The 2018-19 fiscal year-to-date traffic volume is 6.0% higher than the same period last year. The 2018-19 fiscal year-to-date potential revenue is 25.4% higher than the same period last year.

During November 2018, peak-hour eastbound traffic volumes exceeded the current level of service 75 times and are potentially available for a toll increase as seen in Chart 2.2c. As demonstrated in Chart 2.2d, westbound peak-hour traffic volumes met or exceeded the level of service 69 times and are potentially available for a toll increase. Average revenue per-trip for the month of November 2018 is \$3.62.

2. OPERATIONS

2.1 OCTA – Traffic and Revenue

Total traffic volume on the 91 Express Lanes for November 2018 was 1,415,344; this represents a 30-day average of 47,178 vehicles per day and a 6.0% decrease from the previous month's total traffic volume of 1,505,256. Potential toll revenue for November was \$4,255,226. This represents a 30-day average of \$141,841 and a 6.6% decrease from the previous month's potential revenue of \$4,557,905. Carpool percentage for November was 26.6%, which is up from the previous month's rate of 24.6%.

Month-to-date and year-to-date traffic and revenue data are summarized in the tables below.

The following trip and revenue statistics tables represent all trips taken on the 91 Express Lanes and associated potential revenue.

2.1a OCTA Current Month-to-Date as of November 30, 2018

(FY 2018-19 data is for the corresponding month in that fiscal year.)

Trips	Nov-18 MTD Actual	Stantec MTD Projected	# Variance	% Variance	Nov-17 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,038,190	1,062,440	(24,250)	(2.3%)	1,003,409	3.5%
3+ Lanes	377,154	320,996	56,158	17.5%	338,015	11.6%
Total Gross Trips	1,415,344	1,383,436	31,908	2.3%	1,341,424	5.5%
Revenue						
Full Toll Lanes	\$4,186,694	\$4,254,542	(\$67,848)	(1.6%)	\$3,962,952	5.6%
3+ Lanes	\$68,532	\$81,164	(\$3,742)	(4.6%)	\$66,471	16.5%
Total Gross Revenue	\$4,255,226	\$4,335,707	(\$71,590)	(1.7%)	\$4,029,424	5.8%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.03	\$4.00	\$0.03	0.7%	\$3.95	2.1%
Average 3+ Lanes	\$0.21	\$0.25	(\$0.05)	(18.8%)	\$0.20	4.4%
Average Gross Revenue	\$3.01	\$3.13	(\$0.12)	(3.9%)	\$3.00	0.3%

Refer to Attachment A1 for Traffic and Potential Revenue 13-month history.

2.1b OCTA Fiscal Year 2018-19 to-Date as of November 30, 2018

(FY 2018-19 data is for the period July 1, 2018 through November 30, 2018; FY 2017-18 data is for the corresponding period in that fiscal year.)

Trips	FY 2018-19 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2017-18 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	5,453,910	5,531,356	(77,446)	(1.4%)	5,218,436	4.5%
3+ Lanes	1,934,417	1,677,904	256,513	15.3%	1,717,624	12.6%
Total Gross Trips	7,388,327	7,209,260	179,067	2.5%	6,936,060	6.5%
Revenue						
Full Toll Lanes	\$21,611,559	\$22,008,223	(\$87,630)	(0.4%)	\$20,297,571	6.5%
3+ Lanes	\$374,259	\$419,779	(\$9,724)	(2.3%)	\$355,554	5.3%
Total Gross Revenue	\$21,985,819	\$22,428,001	(\$97,354)	(0.4%)	\$20,653,125	6.5%
Average Revenue per Trip						
Average Full Toll Lanes	\$3.96	\$3.98	(\$0.02)	(0.4%)	\$3.89	1.9%
Average 3+ Lanes	\$0.19	\$0.25	(\$0.06)	(22.7%)	\$0.21	(6.5%)
Average Gross Revenue	\$2.98	\$3.11	(\$0.14)	(4.3%)	\$2.98	(0.1%)

2.1c OCTA Weekday Peak Volume for the Month of November 2018

EASTBOUND PEAK-HOUR VOLUMES

PM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500													\$5.20	438	3,307	97%	\$5.35	533	3,395	100%
1500 - 1600													\$6.00	693	3,455	102%	\$9.65	733	2,841	84%
1600 - 1700													\$9.30	477	2,610	77%	\$9.45	493	2,735	80%
1700 - 1800													\$9.20	537	2,833	83%	\$6.90	547	2,896	85%
1800 - 1900													\$4.75	693	2,848	84%	\$6.40	755	2,946	87%
1900 - 2000													\$5.50	622	2,293	67%	\$5.95	692	2,388	70%

PM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	421	2,650	78%	\$5.05	432	3,030	89%	\$5.05	451	2,971	87%	\$5.20	464	3,234	95%	\$5.35	501	3,309	97%
1500 - 1600	\$5.40	664	3,077	91%	\$5.65	651	2,855	84%	\$6.25	639	3,276	96%	\$6.00	624	2,953	87%	\$9.65	675	2,606	77%
1600 - 1700	\$5.25	486	2,946	87%	\$5.50	445	2,939	86%	\$6.75	491	2,831	83%	\$9.30	462	2,473	73%	\$9.45	499	2,757	81%
1700 - 1800	\$5.20	621	3,165	93%	\$5.40	543	2,879	85%	\$6.90	504	2,519	74%	\$9.20	579	2,824	83%	\$6.90	619	2,856	84%
1800 - 1900	\$5.40	714	2,832	83%	\$3.85	735	3,102	91%	\$3.85	588	2,532	74%	\$4.75	702	2,787	82%	\$6.40	774	2,826	83%
1900 - 2000	\$3.75	517	2,041	60%	\$3.75	629	2,495	73%	\$3.75	407	1,590	47%	\$5.50	719	2,729	80%	\$5.95	656	2,246	66%

PM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	480	2,135	63%	\$5.05	432	2,814	83%	\$5.05	438	2,861	84%	\$5.20	454	3,224	95%	\$5.35	519	3,403	100%
1500 - 1600	\$5.40	669	2,789	82%	\$5.65	647	2,803	82%	\$6.25	616	3,095	91%	\$6.00	637	3,269	96%	\$9.65	692	2,669	79%
1600 - 1700	\$5.25	483	2,504	74%	\$5.50	450	2,856	84%	\$6.75	438	2,728	80%	\$9.30	446	2,524	74%	\$9.45	464	2,674	79%
1700 - 1800	\$5.20	590	2,491	73%	\$5.40	607	3,010	89%	\$6.90	490	2,592	76%	\$9.20	609	2,814	83%	\$6.90	564	2,806	83%
1800 - 1900	\$5.40	590	1,953	57%	\$3.85	710	3,035	89%	\$3.85	719	3,176	93%	\$4.75	704	2,976	88%	\$6.40	750	2,788	82%
1900 - 2000	\$3.75	467	1,417	42%	\$3.75	552	2,198	65%	\$3.75	641	2,515	74%	\$5.50	604	2,387	70%	\$5.95	734	2,581	76%

PM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	507	2,782	82%	\$5.05	613	3,166	93%	\$7.30	615	3,241	95%	\$5.20	748	1,809	53%	\$4.85	460	1,371	40%
1500 - 1600	\$5.40	660	2,981	88%	\$5.65	541	2,306	68%	\$8.35	619	2,676	79%	\$4.85	646	1,587	47%	\$4.85	449	1,319	39%
1600 - 1700	\$5.25	501	2,828	83%	\$5.50	516	2,758	81%	\$8.35	610	2,631	77%	\$4.85	693	1,549	46%	\$4.85	446	1,246	37%
1700 - 1800	\$5.20	589	2,873	85%	\$5.40	624	2,838	83%	\$8.35	646	2,479	73%	\$4.85	758	1,671	49%	\$4.85	423	1,154	34%
1800 - 1900	\$5.40	707	2,758	81%	\$3.85	705	2,851	84%	\$5.90	578	1,970	58%	\$5.20	742	1,522	45%	\$4.85	411	968	28%
1900 - 2000	\$3.75	582	1,998	59%	\$3.75	704	2,500	74%	\$5.65	525	1,617	48%	\$5.20	917	1,732	51%	\$4.85	386	835	25%

PM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	446	2,649	78%	\$5.05	439	2,955	87%	\$5.05	449	2,828	83%	\$5.20	382	2,755	81%	\$5.35	555	3,508	103%
1500 - 1600	\$5.40	646	3,037	89%	\$5.65	690	2,856	84%	\$6.25	687	3,246	95%	\$6.00	596	2,992	88%	\$9.65	697	2,643	78%
1600 - 1700	\$5.25	471	2,860	84%	\$5.50	463	2,960	87%	\$6.75	528	3,053	90%	\$9.30	381	2,236	66%	\$9.45	434	2,672	79%
1700 - 1800	\$5.20	609	2,910	86%	\$5.40	594	3,003	88%	\$6.90	530	2,666	78%	\$9.20	487	2,274	67%	\$6.90	620	2,844	84%
1800 - 1900	\$5.40	689	2,786	82%	\$3.85	713	2,962	87%	\$3.85	671	2,941	87%	\$4.75	623	2,542	75%	\$6.40	708	2,837	83%
1900 - 2000	\$3.75	447	1,732	51%	\$3.75	573	2,275	67%	\$3.75	716	2,797	82%	\$5.50	445	1,702	50%	\$5.95	659	2,263	67%

Refer to Attachment A3 for a history of Eastbound Weekday Peak-hour Volumes

WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500													\$3.00	755	2,357	69%	\$3.00	678	1,960	58%
0500 - 0600													\$4.85	824	2,382	70%	\$4.60	739	2,419	71%
0600 - 0700													\$5.05	645	2,069	61%	\$4.85	602	1,924	57%
0700 - 0800													\$5.55	481	2,098	62%	\$5.40	452	1,830	54%
0800 - 0900													\$5.05	306	1,864	55%	\$4.85	308	1,709	50%
0900 - 1000													\$4.00	290	2,193	65%	\$4.00	294	1,601	47%

AM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	740	2,276	67%	\$3.00	792	2,470	73%	\$3.00	734	2,358	69%	\$3.00	746	2,281	67%	\$3.00	668	2,031	60%
0500 - 0600	\$4.85	881	2,464	72%	\$4.85	867	2,508	74%	\$4.85	845	2,376	70%	\$4.85	833	2,405	71%	\$4.60	774	2,379	70%
0600 - 0700	\$5.05	587	2,018	59%	\$5.05	596	2,174	64%	\$5.05	641	2,064	61%	\$5.05	697	2,174	64%	\$4.85	628	2,028	60%
0700 - 0800	\$5.55	512	2,186	64%	\$5.55	492	2,202	65%	\$5.55	506	2,262	67%	\$5.55	525	2,378	70%	\$5.40	427	1,794	53%
0800 - 0900	\$5.05	347	2,160	64%	\$5.05	325	2,138	63%	\$5.05	311	1,950	57%	\$5.05	322	2,038	60%	\$4.85	326	1,780	52%
0900 - 1000	\$4.00	314	2,096	62%	\$4.00	287	2,242	66%	\$4.00	301	2,040	60%	\$4.00	284	2,124	62%	\$4.00	274	1,601	47%

AM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	475	1,463	43%	\$3.00	782	2,399	71%	\$3.00	798	2,447	72%	\$3.00	795	2,391	70%	\$3.00	709	1,981	58%
0500 - 0600	\$4.85	525	1,579	46%	\$4.85	891	2,497	73%	\$4.85	816	2,377	70%	\$4.85	855	2,536	75%	\$4.60	763	2,467	73%
0600 - 0700	\$5.05	331	1,246	37%	\$5.05	617	2,052	60%	\$5.05	636	2,166	64%	\$5.05	588	2,133	63%	\$4.85	585	1,959	58%
0700 - 0800	\$5.55	292	1,207	36%	\$5.55	514	2,146	63%	\$5.55	471	2,193	65%	\$5.55	502	2,167	64%	\$5.40	406	1,803	53%
0800 - 0900	\$5.05	283	1,245	37%	\$5.05	332	2,149	63%	\$5.05	322	1,941	57%	\$5.05	372	2,027	60%	\$4.85	312	1,734	51%
0900 - 1000	\$4.00	453	1,944	57%	\$4.00	326	2,158	63%	\$4.00	287	1,961	58%	\$4.00	319	2,135	63%	\$4.00	280	1,731	51%

AM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	774	2,493	73%	\$3.00	766	2,377	70%	\$3.00	722	1,959	58%	\$1.65	56	110	3%	\$1.65	92	219	6%
0500 - 0600	\$4.85	853	2,479	73%	\$4.85	904	2,551	75%	\$5.05	785	2,356	69%	\$1.65	54	147	4%	\$1.65	133	362	11%
0600 - 0700	\$5.05	525	2,021	59%	\$5.05	479	1,895	56%	\$5.20	450	1,826	54%	\$1.65	49	159	5%	\$2.45	135	434	13%
0700 - 0800	\$5.55	456	2,037	60%	\$5.55	429	1,849	54%	\$5.65	401	1,595	47%	\$1.65	84	240	7%	\$3.00	131	457	13%
0800 - 0900	\$5.05	422	2,121	62%	\$5.05	407	1,938	57%	\$5.65	337	1,662	49%	\$1.65	154	403	12%	\$3.00	156	614	18%
0900 - 1000	\$4.00	425	2,082	61%	\$4.00	401	2,041	60%	\$5.20	355	1,403	41%	\$2.45	320	701	21%	\$3.75	331	953	28%

AM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	838	2,577	76%	\$3.00	796	2,418	71%	\$3.00	787	2,470	73%	\$3.00	752	2,329	69%	\$3.00	698	2,031	60%
0500 - 0600	\$4.85	895	2,522	74%	\$4.85	975	2,635	78%	\$4.85	844	2,408	71%	\$4.85	793	2,391	70%	\$4.60	766	2,363	70%
0600 - 0700	\$5.05	597	2,056	60%	\$5.05	575	1,999	59%	\$5.05	630	2,097	62%	\$5.05	590	1,989	59%	\$4.85	591	1,919	56%
0700 - 0800	\$5.55	453	1,960	58%	\$5.55	500	2,149	63%	\$5.55	510	2,205	65%	\$5.55	428	1,859	55%	\$5.40	412	1,805	53%
0800 - 0900	\$5.05	360	2,007	59%	\$5.05	346	2,229	66%	\$5.05	371	2,146	63%	\$5.05	307	1,874	55%	\$4.85	311	1,867	55%
0900 - 1000	\$4.00	314	1,974	58%	\$4.00	305	2,149	63%	\$4.00	290	2,199	65%	\$4.00	273	1,839	54%	\$4.00	261	1,611	47%

2.1d OCTA Violation Collection

“Customers” are FasTrak account holders with any FasTrak toll facility in California; “Non-customer Violations” are considered true violators who travel the 91 Express Lanes without a valid FasTrak account.

COLLECTION EFFORTS	November-18		Q2 To-Date		FY 2018-19 To-Date	
	Records	Recovered	Records	Recovered	Records	Recovered
COFIROUTE RECOVERED						
Customer Violations	20,056	78,270	44,513	167,769	112,393	421,412
Non-customer Violations	7,518	203,323	16,344	439,525	43,582	1,160,477
Cofiroute Collection Totals:	27,574	\$ 281,593	60,857	\$ 607,294	155,975	\$ 1,581,889
COLLECTION AGENCY RECOVERED						
Unresolved Customer Acct Collections	71	5,143	122	8,949	289	21,952
Unresolved Non-customer Violations	1,556	136,566	3,049	271,506	6,451	566,011
Judgments	147	20,889	282	41,810	698	94,216
*Tax Intercept	107	13,086	597	69,353	1,229	146,282
*Lottery Intercept	16	913	52	3,124	92	6,664
Collection Agency Totals:	1,897	\$ 176,597	4,102	\$ 394,742	8,759	835,125
TOTAL COLLECTION:	29,471	\$ 458,190	64,959	\$ 1,002,036	164,734	\$ 2,417,014

*Note: Data is based on activity month when collected. Additional data may be received after the date of this report.

2.2 RCTC – Traffic and Revenue

Total traffic volume on the 91 Express Lanes for November 2018 was 1,226,885; this represents a 30-day average of 40,896 vehicles per day and a 6.5% decrease from the previous month’s total traffic volume of 1,311,938. Potential toll revenue for November was \$4,440,392. This represents a 30-day average of \$148,013 and a 9.6% decrease from the previous month’s potential revenue of \$4,913,634. Carpool percentage for November was 24.4%, which is up from the previous month’s rate of 22.7%.

Month-to-date and year-to-date traffic and revenue data are summarized in the tables below.

The following trip and revenue statistics tables represent all trips taken on the 91 Express Lanes and associated potential revenue.

2.2a RCTC Current Month-to-Date as of November 30, 2018

(FY 2018-19 data is for the corresponding month in that fiscal year.)

Trips	NOV-18	Stantec	#	%	Nov-17	Yr-to-Yr
	MTD Actual	MTD Projected			MTD Actual	
Full Toll Lanes	927,903	624,457	303,446	48.6%	915,744	1.3%
3+ Lanes	298,982	226,329	72,653	32.1%	258,159	15.8%
Total Gross Trips	1,226,885	850,786	376,099	44.2%	1,173,903	4.5%
Revenue						
Full Toll Lanes	\$4,408,880	\$1,856,172	\$2,552,708	137.5%	\$3,701,519	19.1%
3+ Lanes	\$31,512	\$0	\$31,512		\$28,277	11.4%
Total Gross Revenue	\$4,440,392	\$1,856,172	\$2,584,220	139.2%	\$3,729,796	19.1%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.75	\$2.97	\$1.78	59.9%	\$4.04	17.6%
Average 3+ Lanes	\$0.11	\$0.00	\$0.11		\$0.11	0.0%
Average Gross Revenue	\$3.62	\$2.18	\$1.44	66.1%	\$3.18	13.8%

Refer to Attachment B1 for Traffic and Potential Revenue history.

2.2b RCTC Fiscal Year 2018-19 to-Date as of November 30, 2018

(FY 2018-19 data is for the period July 1, 2018 through November 30, 2018; FY 2017-18 data is for the corresponding period in that fiscal year.)

	FY 2018-19	Stantec			FY 2017-18	Yr-to-Yr
Trips	YTD	YTD	#	%	YTD	%
	Actual	Projected	Variance	Variance	Actual	Variance
Full Toll Lanes	4,886,478	3,116,014	1,770,464	56.8%	4,772,629	2.4%
3+ Lanes	1,541,321	1,084,343	456,978	42.1%	1,293,049	19.2%
Total Gross Trips	6,427,799	4,200,357	2,227,442	53.0%	6,065,678	6.0%
Revenue						
Full Toll Lanes	\$22,910,249	\$9,342,729	\$13,567,520	145.2%	\$18,257,926	25.5%
3+ Lanes	\$174,164	\$0	\$174,164		\$153,280	13.6%
Total Gross Revenue	\$23,084,413	\$9,342,729	\$13,741,684	147.1%	\$18,411,206	25.4%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.69	\$3.00	\$1.69	56.3%	\$3.83	22.5%
Average 3+ Lanes	\$0.11	\$0.00	\$0.11		\$0.12	(8.3%)
Average Gross Revenue	\$3.59	\$2.22	\$1.37	61.7%	\$3.04	18.1%

2.2c RCTC Eastbound Peak-hour Volume for November 2018

Refer to Attachment B3.1 and B3.2 for a history of Eastbound Peak-hour Volumes.

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18								
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500																\$7.55	229	1,269	1,498	E	\$16.40	332	1,197	1,529	E
1500 - 1600																\$9.60	341	1,016	1,357	D	\$16.40	364	934	1,298	D
1600 - 1700																\$8.55	196	786	982	C	\$11.40	233	901	1,134	C
1700 - 1800																\$3.95	248	923	1,171	C	\$7.40	246	973	1,219	D
1800 - 1900																\$3.95	304	888	1,192	C	\$5.05	311	958	1,269	D
1900 - 2000																\$4.05	274	691	965	C	\$3.95	333	879	1,212	D

PM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18								
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$4.05	240	1,012	1,252	E	\$5.15	227	1,093	1,320	F	\$5.15	259	1,139	1,398	F	\$7.55	256	1,275	1,531	F	\$16.40	321	1,196	1,517	F
1500 - 1600	\$5.05	358	982	1,340	F	\$5.15	362	892	1,254	E	\$6.55	330	994	1,324	F	\$9.60	372	975	1,347	F	\$16.40	351	944	1,295	E
1600 - 1700	\$4.05	224	911	1,135	D	\$4.05	193	921	1,114	D	\$3.95	240	970	1,210	E	\$8.55	224	942	1,166	D	\$11.40	258	1,019	1,277	E
1700 - 1800	\$4.05	229	882	1,111	D	\$4.05	250	865	1,115	D	\$3.95	211	783	994	C	\$3.95	244	945	1,189	D	\$7.40	267	953	1,220	E
1800 - 1900	\$4.05	292	754	1,046	D	\$4.05	318	857	1,175	D	\$3.95	273	796	1,069	D	\$3.95	311	934	1,245	E	\$5.05	369	954	1,323	F
1900 - 2000	\$2.20	220	571	791	B	\$4.05	254	690	944	C	\$3.95	253	677	930	C	\$4.05	315	850	1,165	D	\$3.95	322	859	1,181	D

PM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18								
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$4.05	252	803	1,055	D	\$5.15	227	946	1,173	D	\$5.15	260	1,099	1,359	F	\$7.55	267	1,186	1,453	F	\$17.70	311	1,193	1,504	F
1500 - 1600	\$5.05	329	876	1,205	E	\$5.15	348	916	1,264	E	\$6.55	337	993	1,330	F	\$9.60	327	1,019	1,346	F	\$17.70	367	916	1,283	E
1600 - 1700	\$4.05	219	858	1,077	D	\$4.05	206	946	1,152	D	\$3.95	213	928	1,141	D	\$8.55	211	853	1,064	D	\$11.40	237	891	1,128	D
1700 - 1800	\$4.05	289	728	1,017	D	\$4.05	257	854	1,111	D	\$3.95	220	894	1,114	D	\$3.95	265	895	1,160	D	\$6.70	261	980	1,241	E
1800 - 1900	\$4.05	278	585	863	C	\$4.05	289	914	1,203	E	\$3.95	298	962	1,260	E	\$3.95	384	1,218	1,602	F	\$6.70	342	899	1,241	E
1900 - 2000	\$2.20	207	428	635	B	\$4.05	224	658	882	C	\$3.95	270	778	1,048	D	\$4.05	250	680	930	C	\$5.15	310	936	1,246	E

PM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18								
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$4.05	288	1,122	1,410	F	\$5.15	331	1,194	1,525	F	\$13.65	615	2,366	2,981	F	\$4.05	393	766	1,159	D	\$4.05	233	510	743	B
1500 - 1600	\$5.05	373	981	1,354	F	\$5.15	311	932	1,243	E	\$10.60	446	2,228	2,674	F	\$4.05	313	617	930	C	\$2.20	192	462	654	B
1600 - 1700	\$4.05	258	964	1,222	E	\$4.05	264	1,011	1,275	E	\$8.55	751	2,352	3,103	F	\$4.05	352	638	990	C	\$2.20	216	404	620	B
1700 - 1800	\$4.05	273	852	1,125	D	\$4.05	334	971	1,305	F	\$6.70	760	2,213	2,973	F	\$4.05	351	588	939	C	\$2.20	180	352	532	B
1800 - 1900	\$4.05	296	804	1,100	D	\$4.05	329	920	1,249	E	\$4.05	418	1,044	1,462	F	\$4.05	349	498	847	C	\$2.20	174	260	434	B
1900 - 2000	\$2.20	271	688	959	C	\$4.05	328	792	1,120	D	\$4.05	232	541	773	B	\$4.05	400	529	929	C	\$1.50	166	216	382	A

PM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18								
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$4.05	227	1,006	1,233	E	\$5.15	225	1,046	1,271	E	\$5.15	257	1,090	1,347	F	\$7.55	205	1,034	1,239	E	\$17.70	291	1,163	1,454	F
1500 - 1600	\$5.05	307	892	1,199	D	\$5.15	346	903	1,249	E	\$6.55	375	1,007	1,382	F	\$9.60	290	862	1,152	D	\$17.70	358	869	1,227	E
1600 - 1700	\$4.05	222	842	1,064	D	\$4.05	199	930	1,129	D	\$3.95	230	974	1,204	E	\$8.55	148	748	896	C	\$11.40	195	939	1,134	D
1700 - 1800	\$4.05	242	801	1,043	D	\$4.05	240	898	1,138	D	\$3.95	239	852	1,091	D	\$3.95	186	676	862	C	\$6.70	275	897	1,172	D
1800 - 1900	\$4.05	293	705	998	C	\$4.05	272	859	1,131	D	\$3.95	279	887	1,166	D	\$3.95	236	762	998	C	\$6.70	347	866	1,213	E
1900 - 2000	\$2.20	184	510	694	B	\$4.05	216	669	885	C	\$3.95	286	841	1,127	D	\$4.05	190	547	737	B	\$5.15	294	773	1,067	D

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Eastbound PM Peak - County Line to I-15 South

PM Time	Monday 10/29/18					Tuesday 10/30/18					Wednesday 10/31/18					Thursday 11/01/18					Friday 11/02/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500																\$5.05	114	777	891	C	\$5.15	129	784	913	C
1500 - 1600																\$5.15	184	696	880	C	\$2.80	163	582	745	B
1600 - 1700																\$2.80	118	590	708	B	\$2.85	121	562	683	B
1700 - 1800																\$2.85	125	581	706	B	\$2.85	127	586	713	B
1800 - 1900																\$2.85	144	538	682	B	\$2.85	180	556	736	B
1900 - 2000																\$2.85	145	466	611	B	\$2.85	160	399	559	B

PM Time	Monday 11/05/18					Tuesday 11/06/18					Wednesday 11/07/18					Thursday 11/08/18					Friday 11/09/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	104	649	753	B	\$5.15	108	731	839	C	\$5.05	118	714	832	C	\$5.05	122	791	913	C	\$5.15	135	738	873	C
1500 - 1600	\$2.85	180	674	854	C	\$2.80	150	605	755	B	\$5.15	156	650	806	C	\$5.15	140	668	808	C	\$2.80	171	574	745	B
1600 - 1700	\$2.85	106	645	751	B	\$2.85	119	595	714	B	\$2.85	122	633	755	B	\$2.80	129	551	680	B	\$2.85	104	571	675	B
1700 - 1800	\$2.85	140	614	754	B	\$2.85	118	547	665	B	\$2.85	119	511	630	B	\$2.85	142	590	732	B	\$2.85	133	543	676	B
1800 - 1900	\$2.85	154	508	662	B	\$2.85	153	601	754	B	\$2.85	132	491	623	B	\$2.85	142	561	703	B	\$2.85	171	493	664	B
1900 - 2000	\$2.85	116	361	477	B	\$2.85	143	532	675	B	\$2.85	157	454	611	B	\$2.85	170	562	732	B	\$2.85	159	449	608	B

PM Time	Monday 11/12/18					Tuesday 11/13/18					Wednesday 11/14/18					Thursday 11/15/18					Friday 11/16/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	145	502	647	B	\$5.15	116	638	754	B	\$5.05	103	658	761	B	\$5.05	117	806	923	C	\$5.15	141	754	895	C
1500 - 1600	\$2.85	192	609	801	C	\$2.80	152	603	755	B	\$5.15	157	635	792	B	\$5.15	152	707	859	C	\$2.80	181	632	813	C
1600 - 1700	\$2.85	127	554	681	B	\$2.85	105	607	712	B	\$2.85	106	616	722	B	\$2.80	124	586	710	B	\$2.85	113	583	696	B
1700 - 1800	\$2.85	131	484	615	B	\$2.85	142	575	717	B	\$2.85	123	515	638	B	\$2.85	139	516	655	B	\$2.85	158	552	710	B
1800 - 1900	\$2.85	155	399	554	B	\$2.85	161	558	719	B	\$2.85	162	584	746	B	\$2.85	82	238	320	A	\$2.85	151	537	688	B
1900 - 2000	\$2.85	135	285	420	B	\$2.85	140	444	584	B	\$2.85	168	499	667	B	\$2.85	146	526	672	B	\$2.85	190	541	731	B

PM Time	Monday 11/19/18					Tuesday 11/20/18					Wednesday 11/21/18					Thursday 11/22/18					Friday 11/23/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	142	664	806	C	\$5.15	171	684	855	C	\$2.85	42	125	167	A	\$2.85	189	357	546	B	\$1.90	128	283	411	B
1500 - 1600	\$2.85	178	659	837	C	\$2.80	128	542	670	B	\$2.85	109	304	413	B	\$2.85	169	342	511	B	\$1.90	139	261	400	A
1600 - 1700	\$2.85	141	620	761	B	\$2.85	158	591	749	B	\$2.85	23	44	67	A	\$2.85	185	346	531	B	\$1.90	125	214	339	A
1700 - 1800	\$2.85	139	538	677	B	\$2.85	162	564	726	B	\$2.85	13	42	55	A	\$2.85	249	337	586	B	\$1.90	136	217	353	A
1800 - 1900	\$2.85	156	489	645	B	\$2.85	172	542	714	B	\$2.85	110	292	402	B	\$2.85	277	314	591	B	\$1.90	118	157	275	A
1900 - 2000	\$2.85	161	406	567	B	\$2.85	201	510	711	B	\$2.85	140	304	444	B	\$2.85	361	331	692	B	\$1.90	117	135	252	A

PM Time	Monday 11/26/18					Tuesday 11/27/18					Wednesday 11/28/18					Thursday 11/29/18					Friday 11/30/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	117	646	763	B	\$5.15	125	716	841	C	\$5.05	108	653	761	B	\$5.05	108	643	751	B	\$5.15	137	762	899	C
1500 - 1600	\$2.85	162	634	796	B	\$2.80	163	611	774	B	\$5.15	175	681	856	C	\$5.15	120	632	752	B	\$2.80	158	574	732	B
1600 - 1700	\$2.85	122	537	659	B	\$2.85	108	636	744	B	\$2.85	128	694	822	C	\$2.80	98	520	618	B	\$2.85	118	581	699	B
1700 - 1800	\$2.85	133	591	724	B	\$2.85	113	611	724	B	\$2.85	124	517	641	B	\$2.85	89	427	516	B	\$2.85	126	533	659	B
1800 - 1900	\$2.85	136	522	658	B	\$2.85	123	495	618	B	\$2.85	130	569	699	B	\$2.85	132	433	565	B	\$2.85	161	521	682	B
1900 - 2000	\$2.85	109	355	464	B	\$2.85	136	502	638	B	\$2.85	172	595	767	B	\$2.85	95	372	467	B	\$2.85	148	455	603	B

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Eastbound PM Peak Total

PM Time	Monday 10/29/18			Tuesday 10/30/18			Wednesday 10/31/18			Thursday 11/01/18			Friday 11/02/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500										343	2,046	2,389	461	1,981	2,442
1500 - 1600										525	1,712	2,237	527	1,516	2,043
1600 - 1700										314	1,376	1,690	354	1,463	1,817
1700 - 1800										373	1,504	1,877	373	1,559	1,932
1800 - 1900										448	1,426	1,874	491	1,514	2,005
1900 - 2000										419	1,157	1,576	493	1,278	1,771

PM Time	Monday 11/05/18			Tuesday 11/06/18			Wednesday 11/07/18			Thursday 11/08/18			Friday 11/09/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	344	1,661	2,005	335	1,824	2,159	377	1,853	2,230	378	2,066	2,444	456	1,934	2,390
1500 - 1600	538	1,656	2,194	512	1,497	2,009	486	1,644	2,130	512	1,643	2,155	522	1,518	2,040
1600 - 1700	330	1,556	1,886	312	1,516	1,828	362	1,603	1,965	353	1,493	1,846	362	1,590	1,952
1700 - 1800	369	1,496	1,865	368	1,412	1,780	330	1,294	1,624	386	1,535	1,921	400	1,496	1,896
1800 - 1900	446	1,262	1,708	471	1,458	1,929	405	1,287	1,692	453	1,495	1,948	540	1,447	1,987
1900 - 2000	336	932	1,268	397	1,222	1,619	410	1,131	1,541	485	1,412	1,897	481	1,308	1,789

PM Time	Monday 11/12/18			Tuesday 11/13/18			Wednesday 11/14/18			Thursday 11/15/18			Friday 11/16/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	397	1,305	1,702	343	1,584	1,927	363	1,757	2,120	384	1,992	2,376	452	1,947	2,399
1500 - 1600	521	1,485	2,006	500	1,519	2,019	494	1,628	2,122	479	1,726	2,205	548	1,548	2,096
1600 - 1700	346	1,412	1,758	311	1,553	1,864	319	1,544	1,863	335	1,439	1,774	350	1,474	1,824
1700 - 1800	420	1,212	1,632	399	1,429	1,828	343	1,409	1,752	404	1,411	1,815	419	1,532	1,951
1800 - 1900	433	984	1,417	450	1,472	1,922	460	1,546	2,006	466	1,456	1,922	493	1,436	1,929
1900 - 2000	342	713	1,055	364	1,102	1,466	438	1,277	1,715	396	1,206	1,602	500	1,477	1,977

PM Time	Monday 11/19/18			Tuesday 11/20/18			Wednesday 11/21/18			Thursday 11/22/18			Friday 11/23/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	430	1,786	2,216	502	1,878	2,380	657	2,491	3,148	582	1,123	1,705	361	793	1,154
1500 - 1600	551	1,640	2,191	439	1,474	1,913	555	2,532	3,087	482	959	1,441	331	723	1,054
1600 - 1700	399	1,584	1,983	422	1,602	2,024	774	2,396	3,170	537	984	1,521	341	618	959
1700 - 1800	412	1,390	1,802	496	1,535	2,031	773	2,255	3,028	600	925	1,525	316	569	885
1800 - 1900	452	1,293	1,745	501	1,462	1,963	528	1,336	1,864	626	812	1,438	292	417	709
1900 - 2000	432	1,094	1,526	529	1,302	1,831	372	845	1,217	761	860	1,621	283	351	634

PM Time	Monday 11/26/18			Tuesday 11/27/18			Wednesday 11/28/18			Thursday 11/29/18			Friday 11/30/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	344	1,652	1,996	350	1,762	2,112	365	1,743	2,108	313	1,677	1,990	428	1,925	2,353
1500 - 1600	469	1,526	1,995	509	1,514	2,023	550	1,688	2,238	410	1,494	1,904	516	1,443	1,959
1600 - 1700	344	1,379	1,723	307	1,566	1,873	358	1,668	2,026	246	1,268	1,514	313	1,520	1,833
1700 - 1800	375	1,392	1,767	353	1,509	1,862	363	1,369	1,732	275	1,103	1,378	401	1,430	1,831
1800 - 1900	429	1,227	1,656	395	1,354	1,749	409	1,456	1,865	368	1,195	1,563	508	1,387	1,895
1900 - 2000	293	865	1,158	352	1,171	1,523	458	1,436	1,894	285	919	1,204	442	1,228	1,670

2.2d RCTC Westbound Peak-hour Volume for November 2018

Refer to Attachment B3.3 and B3.4 for a history of Westbound Peak-hour Volumes.

Westbound AM Peak - McKinley to County Line

AM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18					
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS		
0400 - 0500													\$6.55	392	1,089	1,481	E	\$3.95	366	754	1,120	C
0500 - 0600													\$16.90	442	737	1,179	C	\$7.90	424	1,103	1,527	E
0600 - 0700													\$15.15	344	957	1,301	D	\$7.15	385	1,138	1,523	E
0700 - 0800													\$10.90	344	1,211	1,555	E	\$6.70	317	1,163	1,480	E
0800 - 0900													\$7.90	189	1,244	1,433	E	\$5.15	190	967	1,157	C
0900 - 1000													\$3.95	175	1,333	1,508	E	\$4.05	148	742	890	C

AM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	395	984	1,379	F	\$6.55	398	1,098	1,496	F	\$6.55	392	1,105	1,497	F	\$6.55	389	945	1,334	E	\$3.95	383	789	1,172	D
0500 - 0600	\$17.90	548	867	1,415	F	\$16.15	566	870	1,436	F	\$17.15	480	662	1,142	D	\$16.90	474	720	1,194	D	\$7.90	455	1,025	1,480	F
0600 - 0700	\$16.55	326	785	1,111	D	\$16.15	356	885	1,241	E	\$15.15	404	970	1,374	F	\$15.15	427	964	1,391	F	\$7.15	401	1,207	1,608	F
0700 - 0800	\$11.90	339	1,213	1,552	F	\$11.90	322	1,324	1,646	F	\$12.65	380	1,343	1,723	F	\$10.90	363	1,555	1,918	F	\$6.70	319	1,092	1,411	F
0800 - 0900	\$7.15	221	1,397	1,618	F	\$7.15	199	1,273	1,472	F	\$7.15	224	1,322	1,546	F	\$7.90	221	1,335	1,556	F	\$5.15	212	1,017	1,229	E
0900 - 1000	\$4.05	183	1,057	1,240	E	\$5.05	172	1,219	1,391	F	\$3.95	150	1,017	1,167	D	\$3.95	186	1,090	1,276	E	\$4.05	164	740	904	C

AM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	236	696	932	C	\$6.55	367	1,019	1,386	F	\$6.55	446	1,073	1,519	F	\$6.55	426	1,053	1,479	F	\$3.95	384	693	1,077	D
0500 - 0600	\$18.90	340	583	923	C	\$17.45	569	834	1,403	F	\$18.45	490	655	1,145	D	\$18.20	501	704	1,205	E	\$7.90	484	1,092	1,576	F
0600 - 0700	\$17.55	229	679	908	C	\$17.15	349	765	1,114	D	\$16.15	409	963	1,372	F	\$16.15	387	933	1,320	E	\$7.15	390	1,151	1,541	F
0700 - 0800	\$13.20	231	753	984	C	\$13.20	335	1,192	1,527	F	\$13.95	335	1,274	1,609	F	\$12.20	341	1,292	1,633	F	\$6.70	301	1,146	1,447	F
0800 - 0900	\$8.45	192	765	957	C	\$8.45	240	1,368	1,608	F	\$8.45	249	1,287	1,536	F	\$9.20	252	1,272	1,524	F	\$5.15	213	1,088	1,301	E
0900 - 1000	\$4.05	210	702	912	C	\$5.05	183	1,175	1,358	F	\$3.95	166	981	1,147	D	\$3.95	192	1,178	1,370	F	\$4.05	140	760	900	C

AM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	418	1,116	1,534	F	\$6.55	380	1,077	1,457	F	\$7.45	402	701	1,103	D	\$1.50	13	30	43	A	\$1.50	40	70	110	A
0500 - 0600	\$18.90	529	900	1,429	F	\$17.45	587	995	1,582	F	\$6.70	445	1,090	1,535	F	\$1.50	22	39	61	A	\$1.50	71	132	203	A
0600 - 0700	\$17.55	321	900	1,221	E	\$17.15	280	836	1,116	D	\$6.70	324	977	1,301	E	\$1.50	22	52	74	A	\$1.50	54	202	256	A
0700 - 0800	\$13.20	307	1,213	1,520	F	\$13.20	307	1,154	1,461	F	\$6.70	257	970	1,227	E	\$1.50	44	80	124	A	\$1.50	77	237	314	A
0800 - 0900	\$8.45	250	1,262	1,512	F	\$8.45	250	1,233	1,483	F	\$4.05	222	878	1,100	D	\$1.50	74	136	210	A	\$1.50	108	275	383	A
0900 - 1000	\$4.05	215	997	1,212	E	\$5.05	199	918	1,117	D	\$2.20	197	659	856	C	\$2.20	142	215	357	A	\$2.20	145	322	467	B

AM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	436	1,112	1,548	F	\$6.55	410	1,032	1,442	F	\$6.55	403	1,146	1,549	F	\$6.55	376	1,045	1,421	F	\$3.95	375	742	1,117	D
0500 - 0600	\$18.90	553	922	1,475	F	\$17.45	590	875	1,465	F	\$18.45	526	712	1,238	E	\$18.20	421	648	1,069	D	\$7.90	461	981	1,442	F
0600 - 0700	\$17.55	337	890	1,227	E	\$17.15	318	736	1,054	D	\$16.15	403	1,113	1,516	F	\$16.15	329	904	1,233	E	\$7.15	399	1,146	1,545	F
0700 - 0800	\$13.20	335	1,164	1,499	F	\$13.20	361	1,189	1,550	F	\$13.95	363	1,256	1,619	F	\$12.20	314	1,071	1,385	F	\$6.70	302	1,135	1,437	F
0800 - 0900	\$8.45	242	1,357	1,599	F	\$8.45	242	1,402	1,644	F	\$8.45	253	1,390	1,643	F	\$9.20	226	1,149	1,375	F	\$5.15	200	1,111	1,311	E
0900 - 1000	\$4.05	160	1,037	1,197	D	\$5.05	174	1,252	1,426	F	\$3.95	170	1,175	1,345	E	\$3.95	172	1,173	1,345	E	\$4.05	133	773	906	C

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Westbound AM Peak - I-15 North to County Line

AM Time	Monday 10/29/18					Tuesday 10/30/18					Wednesday 10/31/18					Thursday 11/01/18					Friday 11/02/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500																\$5.05	245	713	958	C	\$2.85	190	613	803	C
0500 - 0600																\$12.40	374	1,083	1,457	E	\$5.15	235	1,009	1,244	D
0600 - 0700																\$13.40	368	1,024	1,392	D	\$6.65	281	917	1,198	C
0700 - 0800																\$10.40	223	1,156	1,379	D	\$5.15	174	870	1,044	C
0800 - 0900																\$6.65	136	1,075	1,211	D	\$5.15	118	831	949	C
0900 - 1000																\$5.15	112	864	976	C	\$2.85	112	629	741	B

AM Time	Monday 11/05/18					Tuesday 11/06/18					Wednesday 11/07/18					Thursday 11/08/18					Friday 11/09/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	260	813	1,073	D	\$5.05	272	772	1,044	D	\$5.05	254	730	984	C	\$5.05	252	722	974	C	\$2.85	180	634	814	C
0500 - 0600	\$16.40	375	975	1,350	E	\$14.40	340	1,029	1,369	E	\$14.40	381	1,065	1,446	F	\$12.40	365	1,061	1,426	F	\$5.15	322	990	1,312	E
0600 - 0700	\$15.40	321	1,070	1,391	E	\$13.40	348	1,091	1,439	F	\$15.40	339	981	1,320	E	\$13.40	374	1,006	1,380	E	\$6.65	293	945	1,238	E
0700 - 0800	\$11.40	250	1,163	1,413	F	\$9.40	243	1,198	1,441	F	\$11.40	245	1,233	1,478	F	\$10.40	241	1,249	1,490	F	\$5.15	168	884	1,052	D
0800 - 0900	\$6.50	154	1,200	1,354	E	\$6.50	180	1,269	1,449	F	\$6.50	139	1,150	1,289	E	\$6.65	134	1,104	1,238	E	\$5.15	114	813	927	C
0900 - 1000	\$5.05	103	862	965	C	\$5.15	104	966	1,070	D	\$5.15	102	841	943	C	\$5.15	120	882	1,002	D	\$2.85	88	563	651	B

AM Time	Monday 11/12/18					Tuesday 11/13/18					Wednesday 11/14/18					Thursday 11/15/18					Friday 11/16/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	158	458	616	B	\$5.05	274	795	1,069	D	\$5.05	257	738	995	C	\$5.05	262	725	987	C	\$2.85	220	644	864	C
0500 - 0600	\$17.40	216	666	882	C	\$15.40	355	1,029	1,384	E	\$15.70	324	1,029	1,353	E	\$13.70	378	1,107	1,485	F	\$5.15	283	1,016	1,299	E
0600 - 0700	\$16.40	201	800	1,001	D	\$14.70	367	1,107	1,474	F	\$16.70	352	1,050	1,402	F	\$14.70	337	1,055	1,392	E	\$6.65	300	871	1,171	D
0700 - 0800	\$12.40	123	645	768	B	\$10.70	265	1,185	1,450	F	\$12.70	245	1,232	1,477	F	\$11.70	241	1,168	1,409	F	\$5.15	179	930	1,109	D
0800 - 0900	\$8.55	109	594	703	B	\$8.55	155	1,195	1,350	E	\$8.55	125	1,027	1,152	D	\$6.65	140	1,058	1,198	D	\$5.15	108	787	895	C
0900 - 1000	\$5.05	137	507	644	B	\$5.15	118	875	993	C	\$5.15	121	827	948	C	\$5.15	93	877	970	C	\$2.85	90	596	686	B

AM Time	Monday 11/19/18					Tuesday 11/20/18					Wednesday 11/21/18					Thursday 11/22/18					Friday 11/23/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	261	774	1,035	D	\$5.05	273	712	985	C	\$5.15	229	589	818	C	\$1.90	26	22	48	A	\$1.90	29	63	92	A
0500 - 0600	\$17.40	366	969	1,335	E	\$15.40	382	991	1,373	E	\$8.55	332	811	1,143	D	\$1.90	18	49	67	A	\$1.90	42	125	167	A
0600 - 0700	\$16.40	300	1,154	1,454	F	\$14.70	280	1,073	1,353	E	\$5.15	215	884	1,099	D	\$1.90	16	54	70	A	\$1.90	57	124	181	A
0700 - 0800	\$12.40	220	1,165	1,385	E	\$10.70	189	928	1,117	D	\$2.85	141	758	899	C	\$1.90	31	67	98	A	\$1.90	47	130	177	A
0800 - 0900	\$8.55	173	1,015	1,188	D	\$8.55	162	860	1,022	D	\$2.85	112	692	804	C	\$1.90	61	114	175	A	\$1.90	43	213	256	A
0900 - 1000	\$5.05	154	618	772	B	\$5.15	147	665	812	C	\$2.85	95	468	563	B	\$1.90	121	217	338	A	\$1.90	105	288	393	A

AM Time	Monday 11/26/18					Tuesday 11/27/18					Wednesday 11/28/18					Thursday 11/29/18					Friday 11/30/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	276	825	1,101	D	\$5.05	258	742	1,000	C	\$5.05	269	768	1,037	D	\$5.05	245	672	917	C	\$2.85	220	606	826	C
0500 - 0600	\$17.40	375	1,000	1,375	E	\$15.40	412	1,049	1,461	F	\$15.70	357	1,050	1,407	F	\$13.70	300	1,057	1,357	E	\$5.15	306	893	1,199	D
0600 - 0700	\$16.40	312	1,103	1,415	F	\$14.70	330	1,132	1,462	F	\$16.70	345	994	1,339	E	\$14.70	324	981	1,305	E	\$6.65	267	805	1,072	D
0700 - 0800	\$12.40	211	1,068	1,279	E	\$10.70	237	1,125	1,362	E	\$12.70	242	1,181	1,423	F	\$11.70	189	868	1,057	D	\$5.15	159	874	1,033	D
0800 - 0900	\$8.55	154	989	1,143	D	\$8.55	151	1,198	1,349	E	\$8.55	173	1,116	1,289	E	\$6.65	117	932	1,049	D	\$5.15	136	855	991	C
0900 - 1000	\$5.05	123	727	850	C	\$5.15	102	795	897	C	\$5.15	118	833	951	C	\$5.15	57	443	500	B	\$2.85	97	601	698	B

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Westbound AM Peak Total

AM Time	Monday 10/29/18			Tuesday 10/30/18			Wednesday 10/31/18			Thursday 11/01/18			Friday 11/02/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500										637	1,802	2,439	556	1,367	1,923
0500 - 0600										816	1,820	2,636	659	2,112	2,771
0600 - 0700										712	1,981	2,693	666	2,055	2,721
0700 - 0800										567	2,367	2,934	491	2,033	2,524
0800 - 0900										325	2,319	2,644	308	1,798	2,106
0900 - 1000										287	2,197	2,484	260	1,371	1,631

AM Time	Monday 11/05/18			Tuesday 11/06/18			Wednesday 11/07/18			Thursday 11/08/18			Friday 11/09/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	655	1,797	2,452	670	1,870	2,540	646	1,835	2,481	641	1,667	2,308	563	1,423	1,986
0500 - 0600	923	1,842	2,765	906	1,899	2,805	861	1,727	2,588	839	1,781	2,620	777	2,015	2,792
0600 - 0700	647	1,855	2,502	704	1,976	2,680	743	1,951	2,694	801	1,970	2,771	694	2,152	2,846
0700 - 0800	589	2,376	2,965	565	2,522	3,087	625	2,576	3,201	604	2,804	3,408	487	1,976	2,463
0800 - 0900	375	2,597	2,972	379	2,542	2,921	363	2,472	2,835	355	2,439	2,794	326	1,830	2,156
0900 - 1000	286	1,919	2,205	276	2,185	2,461	252	1,858	2,110	306	1,972	2,278	252	1,303	1,555

AM Time	Monday 11/12/18			Tuesday 11/13/18			Wednesday 11/14/18			Thursday 11/15/18			Friday 11/16/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	394	1,154	1,548	641	1,814	2,455	703	1,811	2,514	688	1,778	2,466	604	1,337	1,941
0500 - 0600	556	1,249	1,805	924	1,863	2,787	814	1,684	2,498	879	1,811	2,690	767	2,108	2,875
0600 - 0700	430	1,479	1,909	716	1,872	2,588	761	2,013	2,774	724	1,988	2,712	690	2,022	2,712
0700 - 0800	354	1,398	1,752	600	2,377	2,977	580	2,506	3,086	582	2,460	3,042	480	2,076	2,556
0800 - 0900	301	1,359	1,660	395	2,563	2,958	374	2,314	2,688	392	2,330	2,722	321	1,875	2,196
0900 - 1000	347	1,209	1,556	301	2,050	2,351	287	1,808	2,095	285	2,055	2,340	230	1,356	1,586

AM Time	Monday 11/19/18			Tuesday 11/20/18			Wednesday 11/21/18			Thursday 11/22/18			Friday 11/23/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	394	1,154	1,548	641	1,814	2,455	703	1,811	2,514	688	1,778	2,466	604	1,337	1,941
0500 - 0600	556	1,249	1,805	924	1,863	2,787	814	1,684	2,498	879	1,811	2,690	767	2,108	2,875
0600 - 0700	430	1,479	1,909	716	1,872	2,588	761	2,013	2,774	724	1,988	2,712	690	2,022	2,712
0700 - 0800	354	1,398	1,752	600	2,377	2,977	580	2,506	3,086	582	2,460	3,042	480	2,076	2,556
0800 - 0900	301	1,359	1,660	395	2,563	2,958	374	2,314	2,688	392	2,330	2,722	321	1,875	2,196
0900 - 1000	347	1,209	1,556	301	2,050	2,351	287	1,808	2,095	285	2,055	2,340	230	1,356	1,586

AM Time	Monday 11/26/18			Tuesday 11/27/18			Wednesday 11/28/18			Thursday 11/29/18			Friday 11/30/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	712	1,937	2,649	668	1,774	2,442	672	1,914	2,586	621	1,717	2,338	595	1,348	1,943
0500 - 0600	928	1,922	2,850	1,002	1,924	2,926	883	1,762	2,645	721	1,705	2,426	767	1,874	2,641
0600 - 0700	649	1,993	2,642	648	1,868	2,516	748	2,107	2,855	653	1,885	2,538	666	1,951	2,617
0700 - 0800	546	2,232	2,778	598	2,314	2,912	605	2,437	3,042	503	1,939	2,442	461	2,009	2,470
0800 - 0900	396	2,346	2,742	393	2,600	2,993	426	2,506	2,932	343	2,081	2,424	336	1,966	2,302
0900 - 1000	283	1,764	2,047	276	2,047	2,323	288	2,008	2,296	229	1,616	1,845	230	1,374	1,604

2.2e Violation Collection

“Customers” are FasTrak account holders with any FasTrak toll facility in California; “Non-customer Violations” are considered true violators who travel the 91 Express Lanes without a valid FasTrak account.

2.3 Multi Agency Traffic Statistics for the Month of November 2018

**MULTI AGENCY TRIP AND REVENUE STATISTICS
 MONTH ENDING November 30, 2018**

Nov-18 MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	684,793	429,667	63%	\$ 1,735,050
RCTC	659,672	429,667	65%	\$ 2,803,117
I-15	284,743	193,709	68%	\$ 1,266,792
McKinley	374,929	235,958	63%	\$ 1,536,325
Eastbound				
OCTA	730,551	398,432	55%	\$ 2,520,176
RCTC	567,213	398,432	70%	\$ 1,637,275
I-15	203,975	157,960	77%	\$ 438,546
McKinley	363,238	240,472	66%	\$ 1,198,729

2.4 Customer Service and Violation Processing

2.4a Performance Measures

2.4b Incoming Call Activity

2.4c Transponder Distribution

. 2.4d Transponder Inventory

2.4e Incoming Email Activity

2.4f Complaints

Refer to Attachment A4 for OCTA – Toll Credits Relative to Traffic Congestion.

Refer to Attachment B4 for RCTC – Toll Credits Relative to Traffic Congestion.

2.5 Operations Highlights

Note: Mileage data recorded as of June, 2017

2.5e Finance and Administration

Wire-Transfer Requests Issued for October/November 2018

3. PROJECTS UPDATE

4. STAFFING

5. ATTACHMENTS

5.1a OCTA

- A1 Traffic Volume & Associated Potential Revenue; Most Recent 13-Month Period
- A2 Global Demand 91 Express Lanes vs. SR91 Mainline for the current month
- A3 Eastbound Weekday Peak Volumes for Determining Toll Adjustments
- A4 Toll Credits Relative to Traffic Congestion; Most Recent 6-Month Period

5.1b RCTC

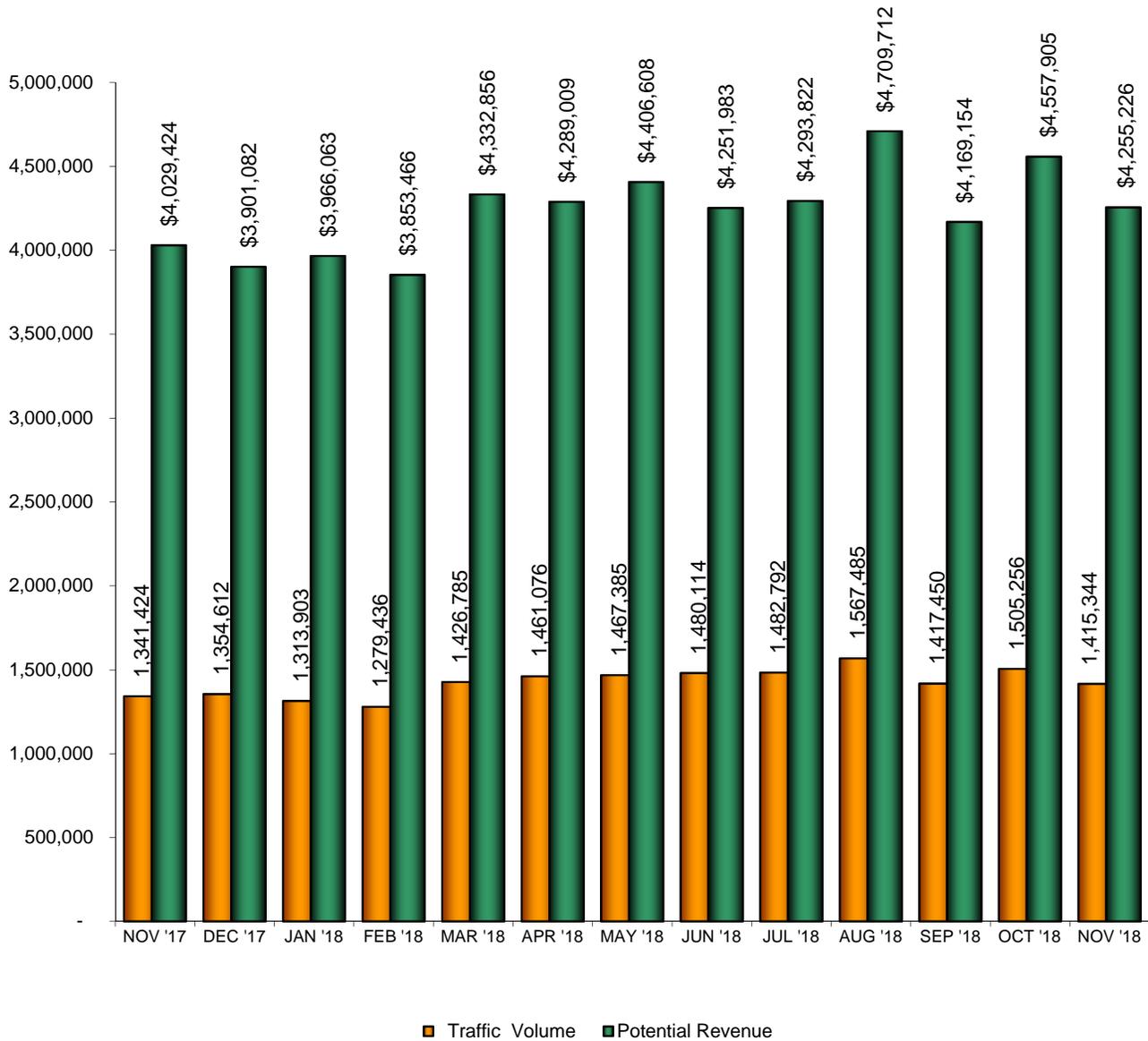
- B1 Traffic Volume & Associated Potential Revenue
- B2 Global Demand 91 Express Lanes vs. SR91 Mainline for the current month
- B3.1–3.2 Eastbound Peak Volumes for Determining Toll Adjustments
- B3.3–3.4 Westbound Peak Volumes for Determining Toll Adjustment
- B4 Toll Credits Relative to Traffic Congestion

5.1c Combined Agencies

- C1 Transponder Distribution; Most Recent 13-Month Period
- C2 Active Accounts & Transponders Assigned; Most Recent 13-Month Period
- C3 Customer Communication Channel; Most Recent 13-Month Period

OCTA TRAFFIC VOLUME AND ASSOCIATED POTENTIAL REVENUE

Most-recent 13-month Period
November 2017 through November 2018



GLOBAL DEMAND

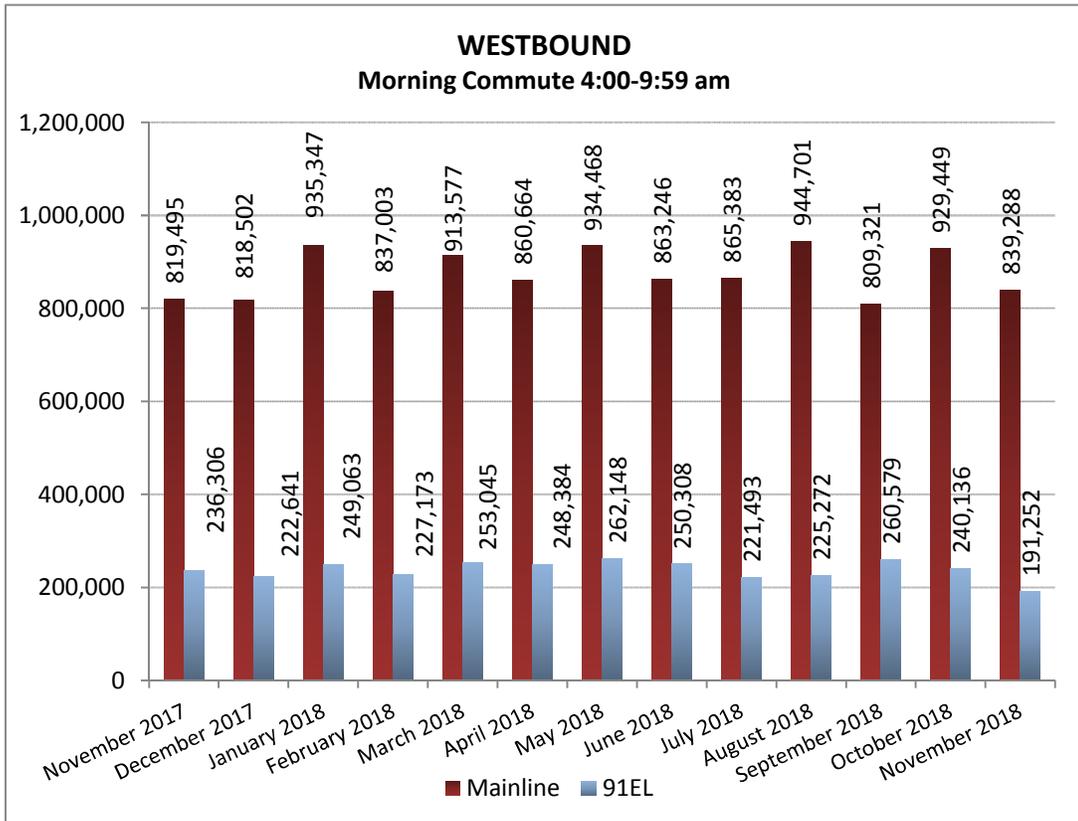
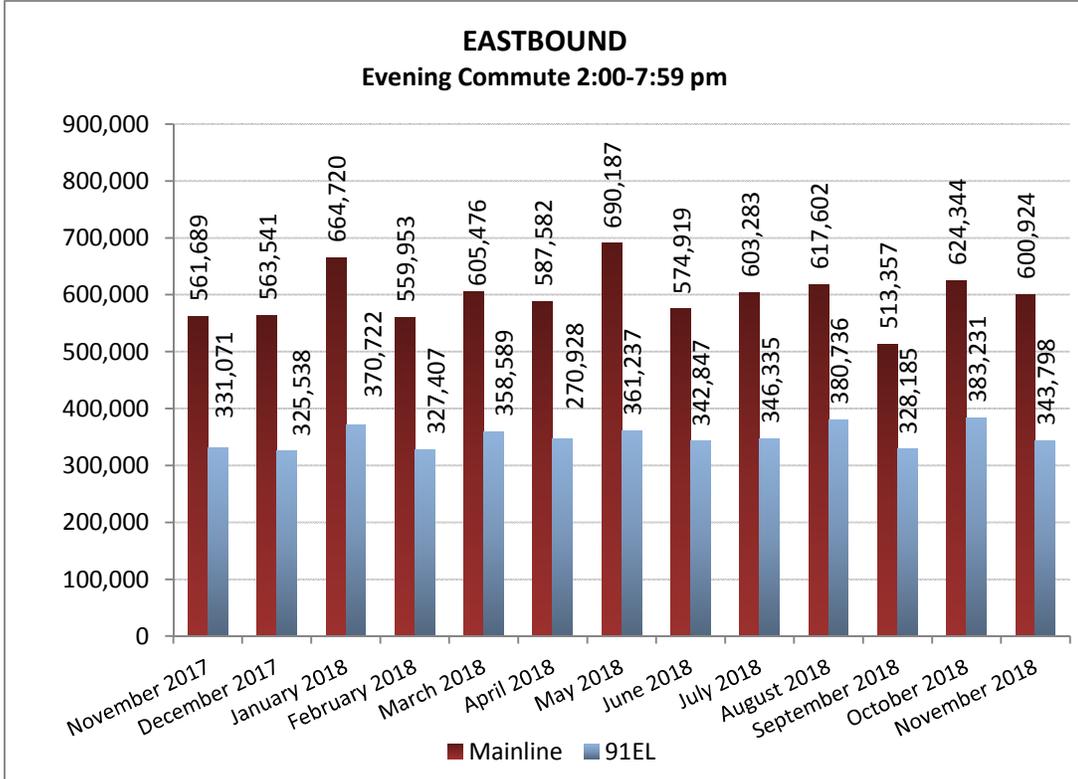
91 EXPRESS LANES vs. SR91 MAINLINE

ATTACHMENT A2

The Total Combined Facility is made up of six lanes in each direction. The 91 Express Lanes provides commuters 33% of those lanes.

November 2018

1,975,262





OCTA WEEKDAY PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS

ATTACHMENT A3

- CR = Congestion-relief Adjustment in place - 6-month freeze on any increase
- COLA = Cost of Living Adjustment implemented July 1 each FY. No freeze on future adjustments.
- Week containing a Holiday toll adjustment
- Week containing a traffic anomaly, major incident or accident
- 12-week period selected for Congestion-relief Adjustment at beginning of next Quarter
- Most recent 12-consecutive-week period (excluding weeks containing Holidays or Traffic Anomalies)

Traffic volume > 3,128 is flagged for review. When flagged hours occur 6 or more times during the most recent 12-week period and the average flagged-volume is > 3,128, the toll for that day and time will be increased as follows:

- = to or < 2,720 previously adjusted hour flagged for possible .50¢ toll reduction
- 2,721 through 3,127 not flagged for adjustment
- = to or > 3,128 flag for qualifying hours for possible toll increase
- 3,200 - 3,299 Eligible for .75¢ increase
- = to or > 3,300 Eligible for \$1.00 increase

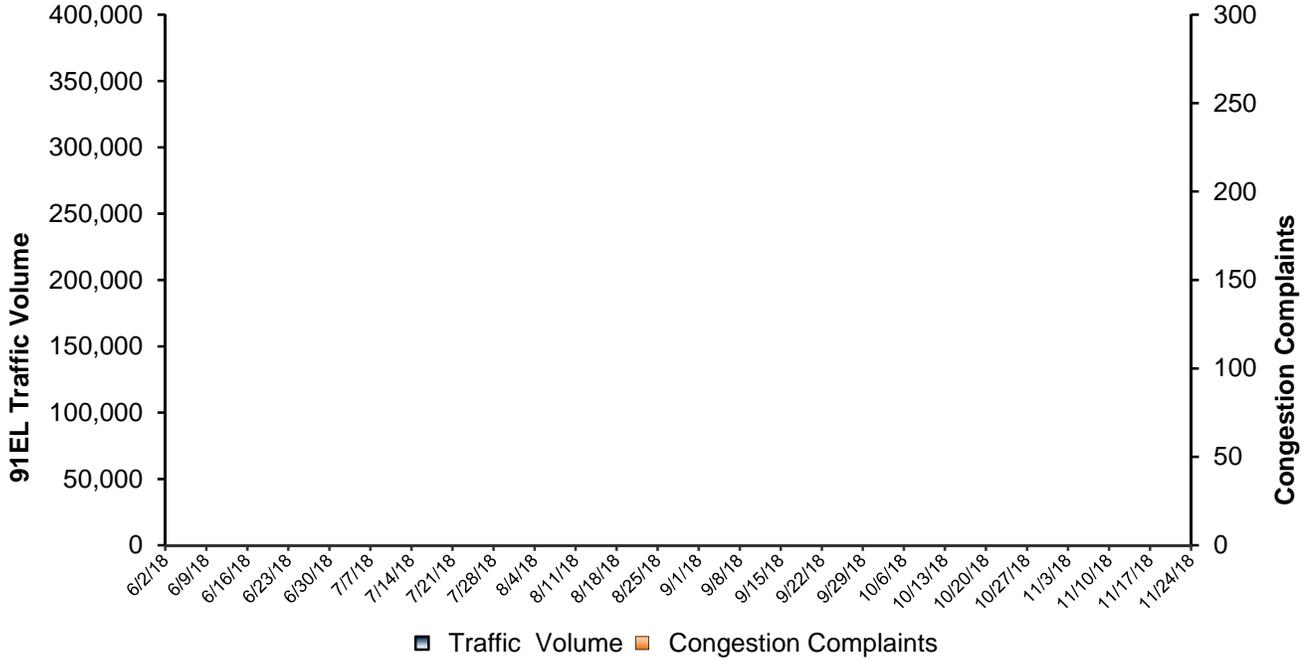
FY 2018-19 Congestion-relief Toll Adjustments
 July 1, 2018 Hours received a COLA adjustment for this Quarter
 October 1, 2018 5 Hours received adjustments for this Quarter
 January 1, 2019
 April 1, 2019

FY Week #	Weekdays	MONDAY						TUESDAY						WEDNESDAY						THURSDAY						FRIDAY					
		2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00
35	Feb 19-23	2,081	2,680	2,294	2,210	1,507	1,131	2,747	3,115	2,561	2,963	2,870	2,306	2,834	3,123	2,604	2,910	3,022	2,214	3,035	3,086	2,617	2,795	3,018	2,322	3,428	2,624	2,728	2,906	2,718	2,215
36	Feb 26-Mar 2	2,429	3,159	2,800	2,865	2,863	1,909	2,535	3,182	2,595	2,860	2,805	1,740	2,959	3,176	2,353	2,971	2,511	3,075	3,211	2,493	2,849	2,846	2,736	3,389	2,776	2,843	2,594	2,208	1,877	
37	Mar 5-9	2,449	2,954	2,465	2,577	3,123	1,810	2,615	3,089	2,644	2,895	2,911	2,462	2,899	3,327	2,657	2,973	2,993	2,410	3,055	3,063	2,594	2,753	2,942	2,895	3,389	2,807	2,940	2,877	2,705	2,105
38	Mar 12-16	2,501	3,057	2,078	2,153	3,012	1,722	2,691	2,833	2,555	2,853	2,855	2,500	2,749	3,262	2,662	2,877	2,759	1,994	2,950	3,100	2,543	2,851	2,831	2,447	3,316	2,644	2,650	2,722	2,991	2,021
39	Mar 19-23	2,375	3,215	2,848	2,953	2,758	1,695	2,556	3,168	2,570	3,051	2,954	2,149	2,846	3,272	2,480	2,957	2,379	1,661	2,818	2,906	2,573	2,429	2,085	1,602	3,374	2,655	2,689	2,902	2,616	2,010
41	Apr 2-6	2,436	3,184	2,879	2,617	2,095	1,460	2,850	3,009	2,451	2,978	2,804	2,206	2,881	2,898	2,617	2,953	2,977	2,636	3,028	2,984	2,500	2,834	3,044	2,374	3,351	2,706	2,721	2,962	2,302	1,817
42	Apr 9-13	2,614	3,075	2,787	3,035	2,797	1,705	2,798	3,138	2,617	3,049	2,987	2,206	2,879	3,250	2,666	2,887	2,689	2,497	3,205	2,959	2,701	2,867	2,917	2,781	3,279	2,741	2,725	2,755	2,880	2,210
43	Apr 16-20	2,519	3,067	2,985	3,024	2,681	1,698	2,841	3,097	2,657	3,092	2,839	1,896	2,595	3,251	2,251	3,121	2,979	2,094	3,085	3,262	2,559	2,888	2,962	2,056	3,331	2,840	2,815	2,942	2,607	2,057
44	Apr 23-27	2,457	2,968	2,964	2,914	2,556	1,530	2,832	3,010	2,460	3,016	2,818	1,176	2,964	3,281	2,451	2,922	3,182	2,173	3,257	3,070	2,577	2,738	3,029	2,522	3,295	2,648	2,674	2,976	2,577	1,906
45	Apr 30-May 4	2,584	3,024	2,941	3,104	2,271	1,545	2,920	3,163	2,565	2,955	2,688	1,624	2,829	3,024	2,550	3,101	2,776	1,655	3,282	3,017	2,512	2,869	2,867	2,330	3,276	2,567	2,380	2,426	2,993	1,863
46	May 7-11	2,590	3,112	3,073	2,825	2,322	1,518	2,565	3,174	2,534	2,902	2,944	1,947	2,947	3,175	2,332	2,833	2,980	2,207	3,101	3,257	2,799	2,880	2,874	2,386	3,505	2,883	2,968	2,989	2,231	1,881
47	May 14-18	2,432	2,974	2,923	2,943	2,493	1,513	2,726	2,930	2,607	2,903	3,032	2,066	2,847	2,883	2,632	2,890	3,052	2,101	3,069	3,213	2,660	2,844	3,190	2,373	3,382	2,706	2,720	2,832	2,707	1,899
48	May 21-25	2,400	3,055	3,085	3,010	2,228	1,272	2,866	3,402	2,675	2,971	2,674	1,811	2,824	3,101	2,439	2,860	3,100	2,094	3,243	3,245	2,804	2,970	2,975	2,047	3,341	2,887	2,776	2,560	2,831	1,761
49	May 28-Jun 1	916	999	937	911	852	924	2,935	3,125	2,667	2,985	2,901	1,930	2,844	3,372	2,575	2,973	2,910	1,929	2,555	2,975	2,555	2,975	3,051	2,192	3,248	2,674	2,739	2,894	2,336	1,912
50	Jun 4-8	2,520	2,976	2,778	2,945	2,554	1,702	2,841	2,959	2,528	2,885	2,968	1,169	2,905	3,341	2,527	2,888	2,836	1,872	3,126	3,047	2,548	2,744	2,852	2,419	3,277	2,673	2,814	2,812	2,745	1,836
51	Jun 11-15	2,479	3,076	2,981	2,916	2,694	1,914	2,655	3,025	2,516	2,880	2,884	2,244	2,742	3,337	2,661	2,774	2,980	2,112	2,777	3,026	2,538	2,841	2,948	2,373	3,383	2,638	2,669	2,925	2,678	1,979
52	Jun 18-22	2,527	3,010	2,800	2,546	2,806	1,609	2,794	2,939	2,485	2,896	3,022	1,133	2,747	3,254	2,199	2,903	3,062	2,552	3,139	2,930	2,458	2,791	2,976	2,749	3,491	2,764	2,665	2,592	2,689	2,019
53	Jun 25-29	2,429	2,832	2,937	2,937	2,820	1,849	2,841	3,131	2,668	2,932	2,867	1,438	2,842	3,332	2,560	2,793	2,952	2,220	2,973	2,957	2,688	3,029	2,550	2,564	3,213	2,602	2,621	2,831	2,827	2,049
1	Jul 2-6	2,429	2,880	2,902	3,013	2,415	1,677	3,242	2,881	2,846	3,011	2,760	1,960	2,857	3,171	2,592	2,628	2,695	2,816	2,915	2,746	2,213	2,333	1,661	3,155	2,543	2,550	2,438	2,124	1,672	
2	Jul 9-13	2,534	3,151	2,905	3,012	2,520	1,766	2,834	2,730	3,132	2,414	2,932	2,378	2,902	3,177	2,821	2,533	3,179	2,121	3,174	2,625	2,991	2,531	2,977	2,387	3,259	2,600	2,670	2,943	2,667	2,059
3	Jul 16-20	2,272	3,121	2,854	2,860	2,728	1,900	2,734	2,861	3,037	2,512	2,945	2,316	2,973	3,132	2,812	2,583	2,816	2,671	3,087	2,998	2,864	2,542	2,896	2,551	3,260	2,651	2,707	2,828	2,574	1,993
4	Jul 23-27	2,692	2,859	2,721	3,032	2,901	1,875	2,747	2,702	3,041	2,493	2,977	2,259	2,973	3,132	2,760	2,485	2,893	2,472	3,185	2,960	2,915	2,392	2,908	2,534	3,222	2,636	2,903	2,887	2,400	2,034
5	Jul 30-Aug 3	2,640	2,876	2,842	3,031	2,831	1,879	2,949	2,800	2,698	3,163	2,510	2,956	3,059	2,908	2,477	3,108	2,227	3,254	3,163	3,018	2,480	2,850	2,390	3,262	2,871	2,681	2,828	2,727	2,059	
6	Aug 6-10	2,636	3,061	2,825	3,031	2,468	2,263	2,869	2,890	3,047	2,514	2,835	2,490	2,958	3,238	2,749	2,548	3,003	2,474	3,176	3,094	3,109	2,565	3,037	2,017	3,295	2,532	2,650	2,644	2,689	2,091
7	Aug 13-17	2,610	2,927	2,802	2,847	2,984	1,840	2,949	2,735	3,255	2,689	2,902	2,514	3,129	3,249	2,608	2,412	2,910	2,562	3,239	3,193	3,002	2,429	2,934	2,345	3,241	2,674	2,714	2,639	2,788	2,047
8	Aug 20-24	2,637	3,137	2,898	2,944	2,922	1,907	2,907	2,766	3,253	2,466	2,794	2,503	2,978	3,111	2,850	2,662	2,952	2,385	3,158	2,987	2,963	2,654	2,902	2,478	3,194	2,618	2,665	2,617	2,707	1,876
9	Aug 27-31	2,503	3,022	2,858	2,988	2,891	2,231	2,740	2,682	3,279	2,468	2,929	2,379	2,864	3,147	2,805	2,634	2,959	2,547	3,174	3,075	3,167	2,565	2,842	2,630	3,290	2,720	2,381	2,645	2,693	2,042
10	Sep 3-7	941	945	933	879	919	1,012	2,811	2,749	2,944	2,559	2,970	2,201	2,989	3,143	2,790	2,486	3,190	2,415	3,158	3,051	3,002	2,432	2,793	2,308	3,338	2,611	2,773	2,811	2,684	1,792
11	Sep 10-14	2,472	3,034	2,885	3,018	2,798	1,735	2,753	2,806	3,231	2,669	2,980	2,029	2,905	3,098	2,652	2,633	2,987	2,633	3,175	3,109	2,830	2,446	2,855	2,656	3,322	2,775	2,867	3,091	2,995	2,435
12	Sep 17-21	2,585	3,097	2,879	2,872	2,825	1,896	2,789	2,318	3,336	2,734	2,908	2,745	2,962	3,307	3,041	2,645	2,930	2,474	3,169	3,007	2,854	2,508	3,141	2,682	3,310	2,742	2,652	2,875	2,923	2,435
13	Sep 24-28	2,572	3,075	3,005	3,014	2,709	1,918	2,735	2,835	3,486	2,663	3,106	2,588	2,991	3,265	3,079	2,639	2,686	2,810	3,287	3,234	3,023	2,567	2,896	2,502	3,312	2,626	2,727	2,875	2,923	2,341
14	Oct 1-5	2,476	2,884	3,036	3,024	2,401	1,755	2,844	2,891	2,985	2,952	2,878	2,386	2,893	3,341	2,961	2,592	3,023	1,993	3,150	3,039	2,574	2,767	2,847	2,865	3,503	2,833	3,032	2,811	2,811	2,147
15	Oct 8-12	2,555	2,898	2,838	3,019	2,442	1,726	2,923	2,820	3,017	2,858	2,967	2,467	2,990	3,184	2,915	2,626	2,922	2,550	3,311	3,056	2,592	2,889	2,910	2,674	3,569	2,709	2,792	2,856	2,734	2,329
16	Oct 15-19	2,435	2,942	2,943	2,987	2,645	1,702	2,825	2,456	2,915	3,125	3,108	2,185	3,011																	

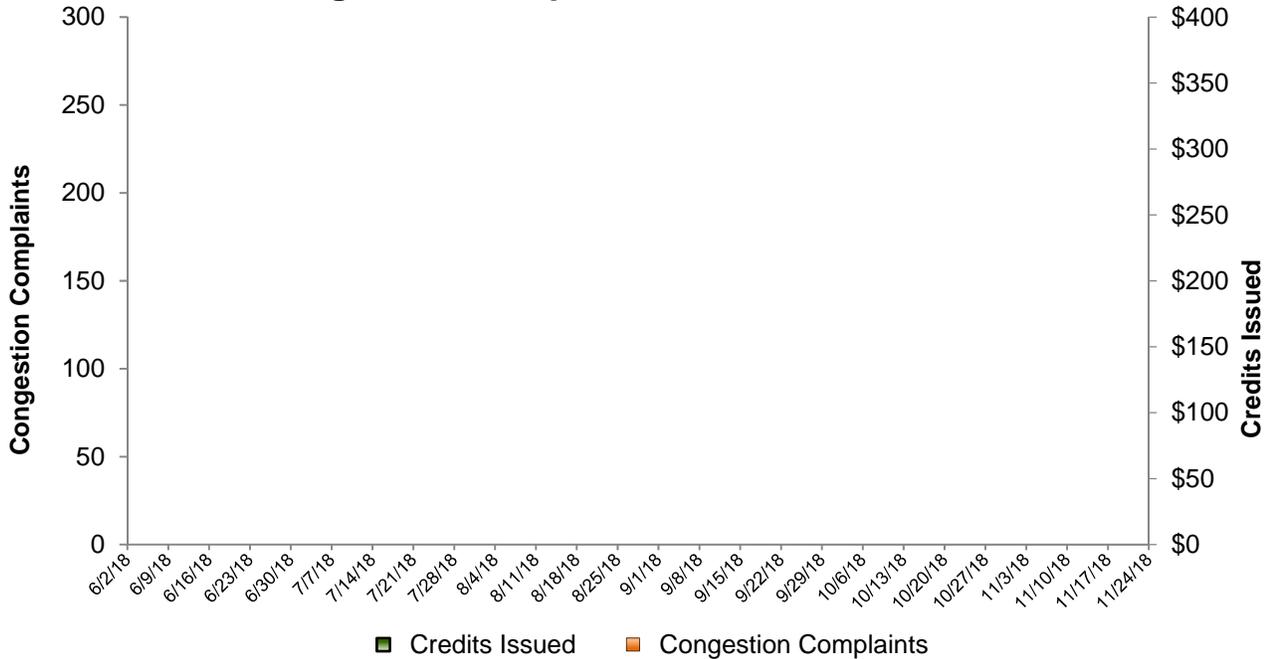
OCTA's Most Recent 6-Month Period
June 2018 through November 2018

ATTACHMENT A4

Traffic Volume vs Congestion Complaints

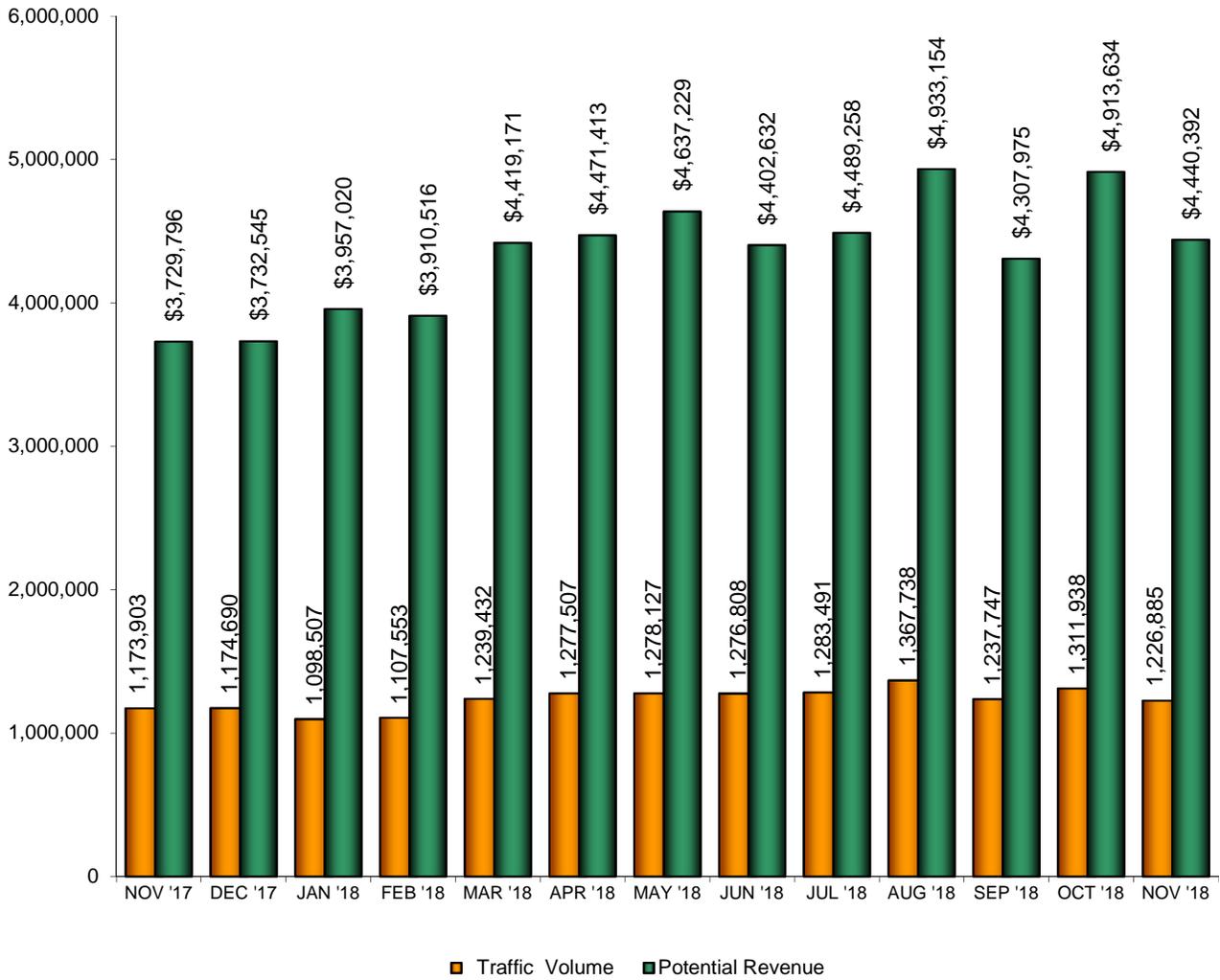


Congestion Complaints vs Toll Credits Issued



RCTC TRAFFIC VOLUME AND ASSOCIATED POTENTIAL REVENUE

Most-recent 13-month Period
November 2017-November 2018

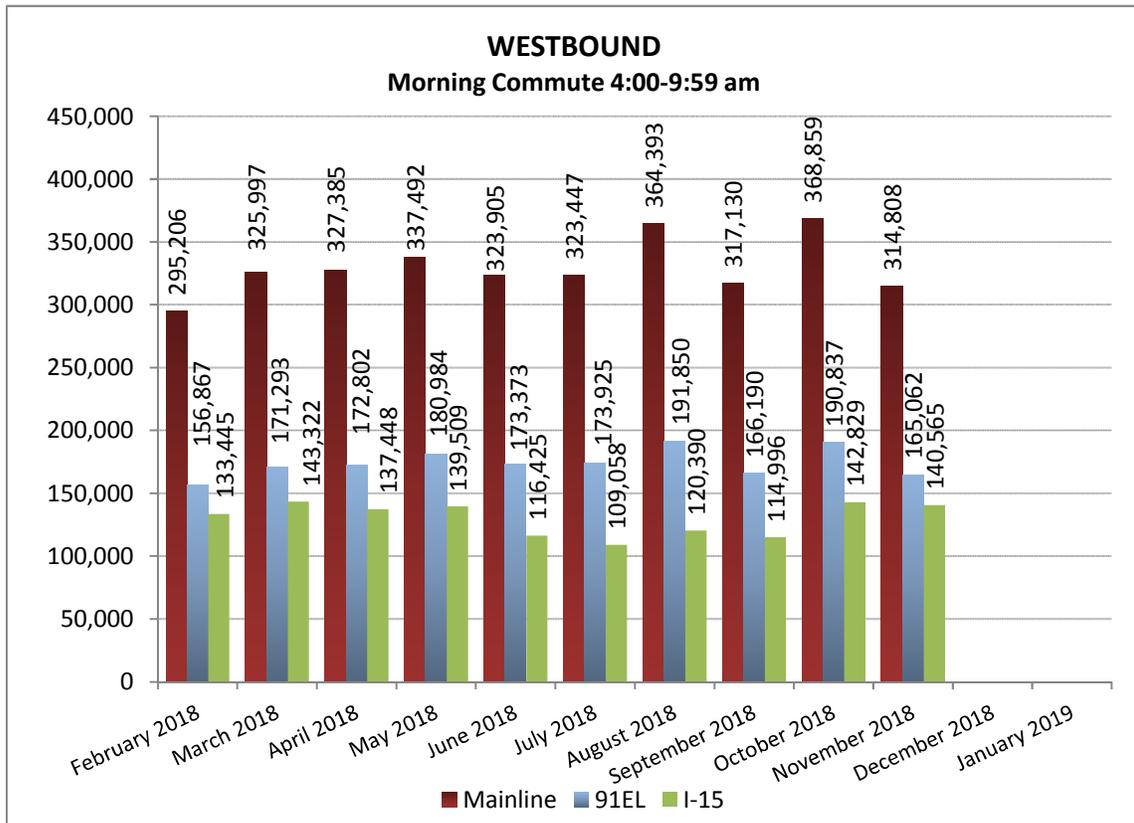
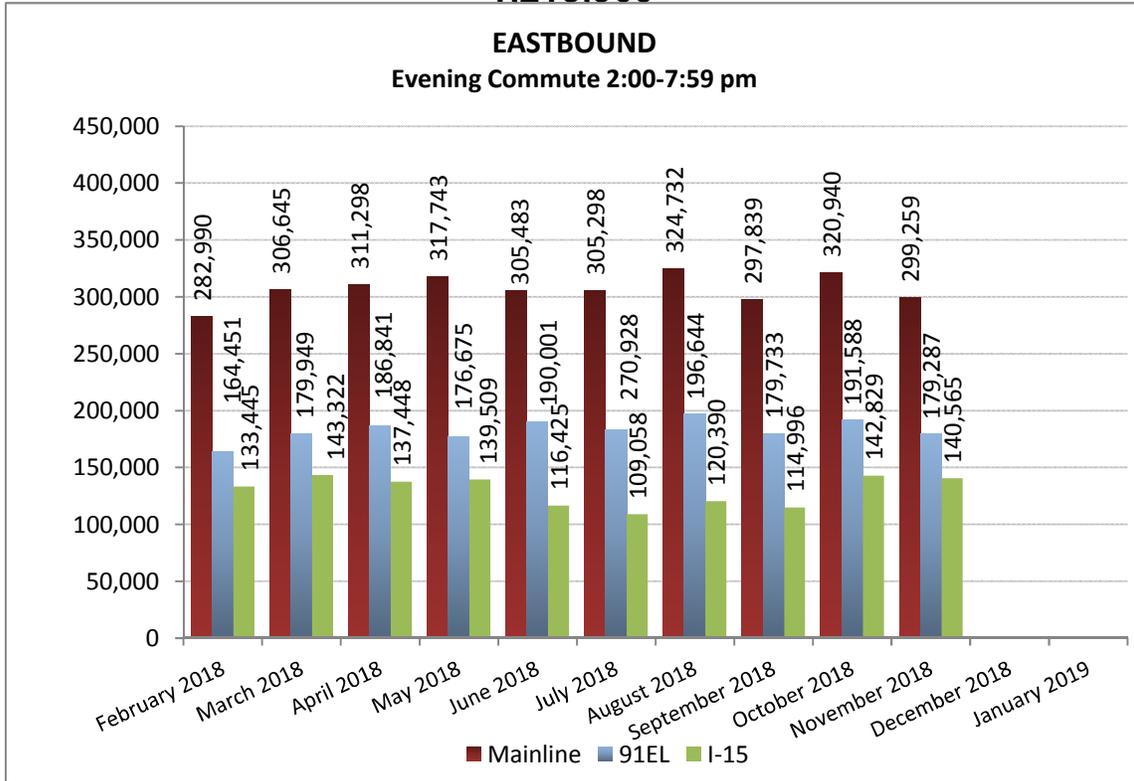


RCTC GLOBAL DEMAND

91 EXPRESS LANES vs. SR91 MAINLINE ATTACHMENT B2

The Total Combined Facility is made up of six lanes in each direction. The 91 Express Lanes provides commuters 33% of those lanes.

November 2018 1.213.960





RCTC EASTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS

Eastbound PM Peak - County Line to McKinley

DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

Toll Adjustment Consideration	
	Above Current LOS
	Below Current LOS
	Toll Adjustment (+)
	Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments		
May 21, 2018	3	Tolls received adjustments
June 11, 2018	3	Tolls received adjustments
July 1, 2018	574	Tolls received COLA adjustments
August 19, 2018	1	Toll received adjustments
October 1, 2018	30	Tolls received adjustments
November 12, 2018	37	Tolls received adjustments

Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1300
F	>1300

ATTACHMENT B3.1

Week	Date Range	Monday (PM)					Tuesday (PM)					Wednesday (PM)					Thursday (PM)					Friday (PM)					
		Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment
WEEK 17	Oct 21 - Oct 27	2:00 PM	C	4.05	1,172	D	✓	D	5.15	1,225	E	✓	D	5.15	1,401	F	✓	F	7.55	1,298	E	✓	F	16.40	1,536	F	✓
		3:00 PM	D	5.05	1,270	E	✓	D	5.15	1,308	F	✓	E	6.55	1,412	F	✓	F	9.60	1,483	F	✓	F	16.40	1,442	F	✓
		4:00 PM	C	4.05	1,152	D	✓	C	4.05	1,176	D	✓	C	3.95	1,112	D	✓	F	8.55	1,015	D	✓	F	11.40	1,258	E	✓
		5:00 PM	C	4.05	1,108	D	✓	C	4.05	1,118	D	✓	C	3.95	1,044	D	✓	C	3.95	1,190	D	✓	F	7.40	1,393	F	✓
		6:00 PM	C	4.05	996	C	✓	C	4.05	1,137	D	✓	C	3.95	1,194	D	✓	C	3.95	1,243	E	✓	D	5.05	1,444	F	✓
		7:00 PM	B	2.20	713	B	✓	C	4.05	876	C	✓	C	3.95	988	C	✓	C	4.05	957	C	✓	C	3.95	1,308	F	✓
WEEK 18	Oct 28 - Nov 03	2:00 PM	C	4.05	1,206	E	✓	D	5.15	1,196	D	✓	D	5.15	1,339	F	✓	F	7.55	1,498	F	✓	F	16.40	1,529	F	✓
		3:00 PM	D	5.05	1,335	F	✓	D	5.15	1,252	E	✓	E	6.55	1,302	F	✓	F	9.60	1,357	F	✓	F	16.40	1,298	E	✓
		4:00 PM	C	4.05	1,166	D	✓	C	4.05	1,167	D	✓	C	3.95	1,179	D	✓	F	8.55	982	C	✓	F	11.40	1,134	D	✓
		5:00 PM	C	4.05	1,053	D	✓	C	4.05	1,089	D	✓	C	3.95	1,153	D	✓	C	3.95	1,171	D	✓	F	7.40	1,219	E	✓
		6:00 PM	C	4.05	1,103	D	✓	C	4.05	1,060	D	✓	C	3.95	1,278	E	✓	C	3.95	1,192	D	✓	D	5.05	1,269	E	✓
		7:00 PM	B	2.20	829	C	✓	C	4.05	1,017	D	✓	C	3.95	689	B	✓	C	4.05	965	C	✓	C	3.95	1,212	E	✓
WEEK 19	Nov 04 - Nov 10	2:00 PM	C	4.05	1,252	E	✓	D	5.15	1,320	F	✓	D	5.15	1,398	F	✓	F	7.55	1,531	F	✓	F	16.40	1,517	F	✓
		3:00 PM	D	5.05	1,340	F	✓	D	5.15	1,254	E	✓	E	6.55	1,324	F	✓	F	9.60	1,347	F	✓	F	16.40	1,295	E	✓
		4:00 PM	C	4.05	1,135	D	✓	C	4.05	1,114	D	✓	C	3.95	1,210	E	✓	F	8.55	1,166	D	✓	F	11.40	1,277	E	✓
		5:00 PM	C	4.05	1,111	D	✓	C	4.05	1,115	D	✓	C	3.95	994	C	✓	C	3.95	1,189	D	✓	F	7.40	1,220	E	✓
		6:00 PM	C	4.05	1,046	D	✓	C	4.05	1,175	D	✓	C	3.95	1,069	D	✓	C	3.95	1,245	E	✓	D	5.05	1,323	F	✓
		7:00 PM	B	2.20	791	B	✓	C	4.05	944	C	✓	C	3.95	930	C	✓	C	4.05	1,165	D	✓	C	3.95	1,181	D	✓
WEEK 20	Nov 11 - Nov 17	2:00 PM	C	4.05	1,055	D	✓	D	5.15	1,173	D	✓	D	5.15	1,359	F	✓	F	7.55	1,453	F	✓	F	17.70	1,504	F	✓
		3:00 PM	D	5.05	1,205	E	✓	D	5.15	1,264	E	✓	E	6.55	1,330	F	✓	F	9.60	1,346	F	✓	F	17.70	1,283	E	✓
		4:00 PM	C	4.05	1,077	D	✓	C	4.05	1,152	D	✓	C	3.95	1,141	D	✓	F	8.55	1,064	D	✓	F	11.40	1,128	D	✓
		5:00 PM	C	4.05	1,017	D	✓	C	4.05	1,111	D	✓	C	3.95	1,114	D	✓	C	3.95	1,160	D	✓	F	6.70	1,241	E	✓
		6:00 PM	C	4.05	863	C	✓	C	4.05	1,203	E	✓	C	3.95	1,260	F	✓	E	6.70	1,602	F	✓	E	6.70	1,241	E	✓
		7:00 PM	B	2.20	635	B	✓	C	4.05	882	C	✓	C	3.95	1,048	D	✓	C	4.05	930	C	✓	D	5.15	1,246	E	✓
WEEK 21	Nov 18 - Nov 24	2:00 PM	C	4.05	1,410	F	✓	D	5.15	1,525	F	✓	F	13.65	2,981	F	✓	C	4.05	1,159	D	✓	C	4.05	743	B	✓
		3:00 PM	D	5.05	1,354	F	✓	D	5.15	1,243	E	✓	F	10.60	2,674	F	✓	C	4.05	930	C	✓	B	2.20	654	B	✓
		4:00 PM	C	4.05	1,222	E	✓	C	4.05	1,275	E	✓	F	8.55	3,103	F	✓	C	4.05	990	C	✓	B	2.20	620	B	✓
		5:00 PM	C	4.05	1,125	D	✓	C	4.05	1,305	F	✓	E	6.70	2,973	F	✓	C	4.05	939	C	✓	B	2.20	532	B	✓
		6:00 PM	C	4.05	1,100	D	✓	C	4.05	1,249	E	✓	C	4.05	1,462	F	✓	C	4.05	847	C	✓	B	2.20	434	B	✓
		7:00 PM	B	2.20	959	C	✓	C	4.05	1,120	D	✓	C	4.05	773	B	✓	C	4.05	929	C	✓	A	1.50	382	A	✓
WEEK 22	Nov 25 - Dec 01	2:00 PM	C	4.05	1,233	E	✓	D	5.15	1,271	E	✓	D	5.15	1,347	F	✓	F	\$7.55	1,239	E	✓	F	17.70	1,454	F	✓
		3:00 PM	D	5.05	1,199	D	✓	D	5.15	1,249	E	✓	E	6.55	1,382	F	✓	F	\$9.60	1,152	D	✓	F	17.70	1,227	E	✓
		4:00 PM	C	4.05	1,064	D	✓	C	4.05	1,129	D	✓	C	3.95	1,204	E	✓	F	\$8.55	896	C	✓	F	11.40	1,134	D	✓
		5:00 PM	C	4.05	1,043	D	✓	C	4.05	1,138	D	✓	C	3.95	1,091	D	✓	F	\$3.95	862	C	✓	E	6.70	1,172	D	✓
		6:00 PM	C	4.05	998	C	✓	C	4.05	1,131	D	✓	C	3.95	1,166	D	✓	F	\$3.95	998	C	✓	E	6.70	1,213	E	✓
		7:00 PM	B	2.20	694	B	✓	C	4.05	885	C	✓	C	3.95	1,127	D	✓	F	\$4.05	737	B	✓	D	5.15	1,067	D	✓



RCTC EASTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS

Eastbound PM Peak - County Line to I-15 South

DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

Toll Adjustment Consideration

Above Current LOS
Below Current LOS
Toll Adjustment (+)
Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments

May 21, 2018	3 Tolls received adjustments
June 11, 2018	3 Tolls received adjustments
July 1, 2018	574 Tolls received COLA adjustments
August 19, 2018	1 Toll received adjustments
October 1, 2018	30 Tolls received adjustments
November 12, 2018	37 Tolls received adjustments

Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1400
F	>1400

ATTACHMENT B3.2

	Monday (PM)					Tuesday (PM)					Wednesday (PM)					Thursday (PM)					Friday (PM)					
	Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment
WEEK 17 Oct 21 - Oct 27	2:00 PM	B	2.85	757	B		C	5.15	794	B	✓	C	5.05	857	C		C	5.05	752	B	✓	C	5.15	913	C	
	3:00 PM	B	2.85	780	B		B	2.80	773	B		C	5.15	842	C		B	5.15	860	C		B	2.80	764	B	
	4:00 PM	B	2.85	734	B		B	2.85	729	B		B	2.85	672	B		B	2.80	740	B		B	2.85	695	B	
	5:00 PM	B	2.85	699	B		B	2.85	764	B		B	2.85	681	B		B	2.85	760	B		B	2.85	561	B	
	6:00 PM	B	2.85	648	B		B	2.85	704	B		B	2.85	665	B		B	2.85	743	B		B	2.85	552	B	
	7:00 PM	B	2.85	435	B		B	2.85	644	B		B	2.85	689	B		B	2.85	744	B		B	2.85	576	B	
	WEEK 18 Oct 28 - Nov 03	2:00 PM	B	2.85	685	B		C	5.15	808	C		C	5.05	906	C		C	5.05	891	C		C	5.15	913	C
3:00 PM		B	2.85	864	C	✓	B	2.80	695	B		C	5.15	803	C		C	5.15	880	C		B	2.80	745	B	
4:00 PM		B	2.85	761	B		B	2.85	719	B		B	2.85	743	B		B	2.80	708	B		B	2.85	683	B	
5:00 PM		B	2.85	722	B		B	2.85	755	B		B	2.85	671	B		B	2.85	706	B		B	2.85	713	B	
6:00 PM		B	2.85	673	B		B	2.85	731	B		B	2.85	738	B		B	2.85	682	B		B	2.85	736	B	
7:00 PM		B	2.85	582	B		B	2.85	704	B		B	2.85	403	B		B	2.85	611	B		B	2.85	559	B	
WEEK 19 Nov 04 - Nov 10		2:00 PM	B	2.85	753	B		C	5.15	839	C		C	5.05	832	C		C	5.05	913	C		C	5.15	873	C
	3:00 PM	B	2.85	854	C	✓	B	2.80	755	B		C	5.15	806	C		C	5.15	808	C		B	2.80	745	B	
	4:00 PM	B	2.85	751	B		B	2.85	714	B		B	2.85	755	B		B	2.80	680	B		B	2.85	675	B	
	5:00 PM	B	2.85	754	B		B	2.85	665	B		B	2.85	630	B		B	2.85	732	B		B	2.85	676	B	
	6:00 PM	B	2.85	662	B		B	2.85	754	B		B	2.85	623	B		B	2.85	703	B		B	2.85	664	B	
	7:00 PM	B	2.85	477	B		B	2.85	675	B		B	2.85	611	B		B	2.85	732	B		B	2.85	608	B	
	WEEK 20 Nov 11 - Nov 17	2:00 PM	B	2.85	647	B		C	5.15	754	B	✓	C	5.05	761	B	✓	C	5.05	923	C		C	5.15	895	C
3:00 PM		B	2.85	801	C	✓	B	2.80	755	B		C	5.15	792	B	✓	C	5.15	859	C		B	2.80	813	C	✓
4:00 PM		B	2.85	681	B		B	2.85	712	B		B	2.85	722	B		B	2.80	710	B		B	2.85	696	B	
5:00 PM		B	2.85	615	B		B	2.85	717	B		B	2.85	638	B		B	2.85	655	B		B	2.85	710	B	
6:00 PM		B	2.85	554	B		B	2.85	719	B		B	2.85	746	B		B	2.85	320	A	✓	B	2.85	688	B	
7:00 PM		B	2.85	420	B		B	2.85	584	B		B	2.85	667	B		B	2.85	672	B		B	2.85	731	B	
WEEK 21 Nov 18 - Nov 24		2:00 PM	B	2.85	806	C	✓	C	5.15	855	C		B	2.85	167	A	✓	B	2.85	546	B		A	1.90	411	B
	3:00 PM	B	2.85	837	C	✓	B	2.80	670	B		B	2.85	413	B		B	2.85	511	B		A	1.90	400	A	✓
	4:00 PM	B	2.85	761	B		B	2.85	749	B		B	2.85	67	A	✓	B	2.85	531	B		A	1.90	339	A	✓
	5:00 PM	B	2.85	677	B		B	2.85	726	B		B	2.85	55	A	✓	B	2.85	586	B		A	1.90	353	A	✓
	6:00 PM	B	2.85	645	B		B	2.85	714	B		B	2.85	402	B		B	2.85	591	B		A	1.90	275	A	✓
	7:00 PM	B	2.85	567	B		B	2.85	711	B		B	2.85	444	B		B	2.85	692	B		A	1.90	252	A	✓
	WEEK 22 Nov 25 - Dec 01	2:00 PM	B	2.85	763	B		C	5.15	841	C		C	5.05	761	B	✓	F	\$5.05	751	B	✓	F	\$5.15	899	C
3:00 PM		B	2.85	796	B		B	2.80	774	B		C	5.15	856	C		F	\$5.15	752	B	✓	F	\$2.80	732	B	✓
4:00 PM		B	2.85	659	B		B	2.85	744	B		B	2.85	822	C	✓	F	\$2.80	618	B		F	\$2.85	699	B	✓
5:00 PM		B	2.85	724	B		B	2.85	724	B		B	2.85	641	B		F	\$2.85	516	B	✓	F	\$2.85	659	B	✓
6:00 PM		B	2.85	658	B		B	2.85	618	B		B	2.85	699	B		F	\$2.85	565	B	✓	F	\$2.85	682	B	✓
7:00 PM		B	2.85	464	B		B	2.85	638	B		B	2.85	767	B		F	\$2.85	467	B	✓	F	\$2.85	603	B	✓



RTC WESTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS

Westbound AM Peak - McKinley to County Line

DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

Toll Adjustment Consideration	
	Above Current LOS
	Below Current LOS
	Toll Adjustment (+)
	Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments		
May 21, 2018	3	Tolls received adjustments
June 11, 2018	3	Tolls received adjustments
July 1, 2018	574	Tolls received COLA adjustments
August 19, 2018	1	Toll received adjustments
October 1, 2018	30	Tolls received adjustments
November 12, 2018	37	Tolls received adjustments

Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1350
F	>1350

ATTACHMENT B3.3

Week	Date	Monday (AM)					Tuesday (AM)					Wednesday (AM)					Thursday (AM)					Friday (AM)					
		Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment
WEEK 17	Oct 21 - Oct 27	4:00 AM	E	6.55	1,446	F	✓	E	6.55	1,419	F	✓	E	6.55	1,522	F	✓	E	6.55	1,502	F	✓	C	3.95	1,104	D	✓
		5:00 AM	F	17.90	1,241	E	✓	F	16.15	1,529	F	✓	F	17.15	1,139	D	✓	F	16.90	1,228	E	✓	F	7.90	1,481	F	✓
		6:00 AM	F	16.55	1,232	E	✓	F	16.15	1,213	E	✓	F	15.15	1,342	E	✓	F	15.15	1,272	E	✓	F	7.15	1,534	F	✓
		7:00 AM	F	11.90	1,517	F	✓	F	11.90	1,499	F	✓	F	12.65	1,642	F	✓	F	10.90	1,569	F	✓	E	6.70	1,418	F	✓
		8:00 AM	F	7.15	1,707	F	✓	F	7.15	1,634	F	✓	F	7.15	1,595	F	✓	F	7.90	1,629	F	✓	D	5.15	1,272	E	✓
		9:00 AM	C	4.05	1,201	E	✓	D	5.05	1,357	F	✓	C	3.95	1,253	E	✓	C	3.95	1,430	F	✓	C	4.05	934	C	✓
WEEK 18	Oct 28 - Nov 03	4:00 AM	E	6.55	1,448	F	✓	E	6.55	1,432	F	✓	E	6.55	1,502	F	✓	E	6.55	1,481	F	✓	C	3.95	1,120	D	✓
		5:00 AM	F	17.90	1,328	E	✓	F	16.15	1,477	F	✓	F	17.15	1,158	D	✓	F	16.90	1,179	D	✓	F	7.90	1,527	F	✓
		6:00 AM	F	16.55	1,268	F	✓	F	16.15	1,058	D	✓	F	15.15	1,367	F	✓	F	15.15	1,301	E	✓	F	7.15	1,523	F	✓
		7:00 AM	F	11.90	1,632	F	✓	F	11.90	1,606	F	✓	F	12.65	1,586	F	✓	F	10.90	1,555	F	✓	E	6.70	1,480	F	✓
		8:00 AM	F	7.15	1,510	F	✓	F	7.15	1,607	F	✓	F	7.15	1,467	F	✓	F	7.90	1,433	F	✓	D	5.15	1,157	D	✓
		9:00 AM	C	4.05	1,227	E	✓	D	5.05	1,230	E	✓	C	3.95	1,017	D	✓	C	3.95	1,508	F	✓	C	4.05	890	C	✓
WEEK 19	Nov 04 - Nov 10	4:00 AM	E	6.55	1,379	F	✓	E	6.55	1,496	F	✓	E	6.55	1,497	F	✓	E	6.55	1,334	E	✓	C	3.95	1,172	D	✓
		5:00 AM	F	17.90	1,415	F	✓	F	16.15	1,436	F	✓	F	17.15	1,142	D	✓	F	16.90	1,194	D	✓	F	7.90	1,480	F	✓
		6:00 AM	F	16.55	1,111	D	✓	F	16.15	1,241	E	✓	F	15.15	1,374	F	✓	F	15.15	1,391	F	✓	F	7.15	1,608	F	✓
		7:00 AM	F	11.90	1,552	F	✓	F	11.90	1,646	F	✓	F	12.65	1,723	F	✓	F	10.90	1,918	F	✓	E	6.70	1,411	F	✓
		8:00 AM	F	7.15	1,618	F	✓	F	7.15	1,472	F	✓	F	7.15	1,546	F	✓	F	7.90	1,556	F	✓	D	5.15	1,229	E	✓
		9:00 AM	C	4.05	1,240	E	✓	D	5.05	1,391	F	✓	C	3.95	1,167	D	✓	C	3.95	1,276	E	✓	C	4.05	904	C	✓
WEEK 20	Nov 11 - Nov 17	4:00 AM	E	6.55	932	C	✓	E	6.55	1,386	F	✓	E	6.55	1,519	F	✓	E	6.55	1,479	F	✓	C	3.95	1,077	D	✓
		5:00 AM	F	18.90	923	C	✓	F	17.45	1,403	F	✓	F	18.45	1,145	D	✓	F	18.20	1,205	E	✓	F	7.90	1,576	F	✓
		6:00 AM	F	17.55	908	C	✓	F	17.15	1,114	D	✓	F	16.15	1,372	F	✓	F	16.15	1,320	E	✓	F	7.15	1,541	F	✓
		7:00 AM	F	13.20	984	C	✓	F	13.20	1,527	F	✓	F	13.95	1,609	F	✓	F	12.20	1,633	F	✓	E	6.70	1,447	F	✓
		8:00 AM	F	8.45	957	C	✓	F	8.45	1,608	F	✓	F	8.45	1,536	F	✓	F	9.20	1,524	F	✓	D	5.15	1,301	E	✓
		9:00 AM	C	4.05	912	C	✓	D	5.05	1,358	F	✓	C	3.95	1,147	D	✓	C	3.95	1,370	F	✓	C	4.05	900	C	✓
WEEK 21	Nov 18 - Nov 24	4:00 AM	E	6.55	1,534	F	✓	E	6.55	1,457	F	✓	F	7.45	1,103	D	✓	A	1.50	43	A	✓	A	1.50	110	A	✓
		5:00 AM	F	18.90	1,429	F	✓	F	17.45	1,582	F	✓	E	6.70	1,535	F	✓	A	1.50	61	A	✓	A	1.50	203	A	✓
		6:00 AM	F	17.55	1,221	E	✓	F	17.15	1,116	D	✓	E	6.70	1,301	E	✓	A	1.50	74	A	✓	A	1.50	256	A	✓
		7:00 AM	F	13.20	1,520	F	✓	F	13.20	1,461	F	✓	E	6.70	1,227	E	✓	A	1.50	124	A	✓	A	1.50	314	A	✓
		8:00 AM	F	8.45	1,512	F	✓	F	8.45	1,483	F	✓	C	4.05	1,100	D	✓	A	1.50	210	A	✓	A	1.50	383	A	✓
		9:00 AM	C	4.05	1,212	E	✓	D	5.05	1,117	D	✓	B	2.20	856	C	✓	B	2.20	357	A	✓	B	2.20	467	B	✓
WEEK 22	Nov 25 - Dec 01	4:00 AM	E	6.55	1,548	F	✓	E	6.55	1,442	F	✓	E	6.55	1,549	F	✓	E	6.55	1,421	F	✓	C	3.95	1,117	D	✓
		5:00 AM	F	18.90	1,475	F	✓	F	17.45	1,465	F	✓	F	18.45	1,238	E	✓	F	18.20	1,069	D	✓	F	7.90	1,442	F	✓
		6:00 AM	F	17.55	1,227	E	✓	F	17.15	1,054	D	✓	F	16.15	1,516	F	✓	F	16.15	1,233	E	✓	F	7.15	1,545	F	✓
		7:00 AM	F	13.20	1,499	F	✓	F	13.20	1,550	F	✓	F	13.95	1,619	F	✓	F	12.20	1,385	F	✓	E	6.70	1,437	F	✓
		8:00 AM	F	8.45	1,599	F	✓	F	8.45	1,644	F	✓	F	8.45	1,643	F	✓	F	9.20	1,375	F	✓	D	5.15	1,311	E	✓
		9:00 AM	C	4.05	1,197	D	✓	D	5.05	1,426	F	✓	C	3.95	1,345	E	✓	C	3.95	1,345	E	✓	C	4.05	906	C	✓



RCTC WESTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS

Westbound AM Peak - I-15 North to County Line

DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

Toll Adjustment Consideration

Above Current LOS
Below Current LOS
Toll Adjustment (+)
Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments

May 21, 2018	3 Tolls received adjustments
June 11, 2018	3 Tolls received adjustments
July 1, 2018	574 Tolls received COLA adjustments
August 19, 2018	1 Toll received adjustments
October 1, 2018	30 Tolls received adjustments
November 12, 2018	37 Tolls received adjustments

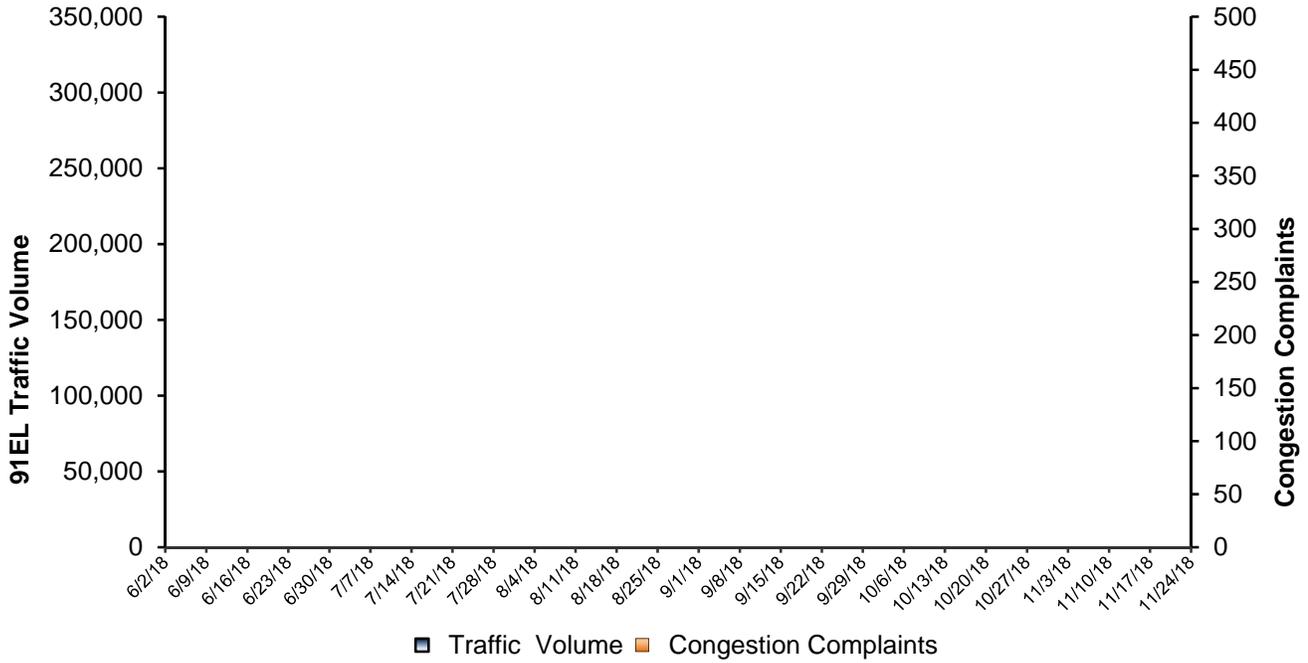
Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1400
F	>1400

ATTACHMENT B3.4

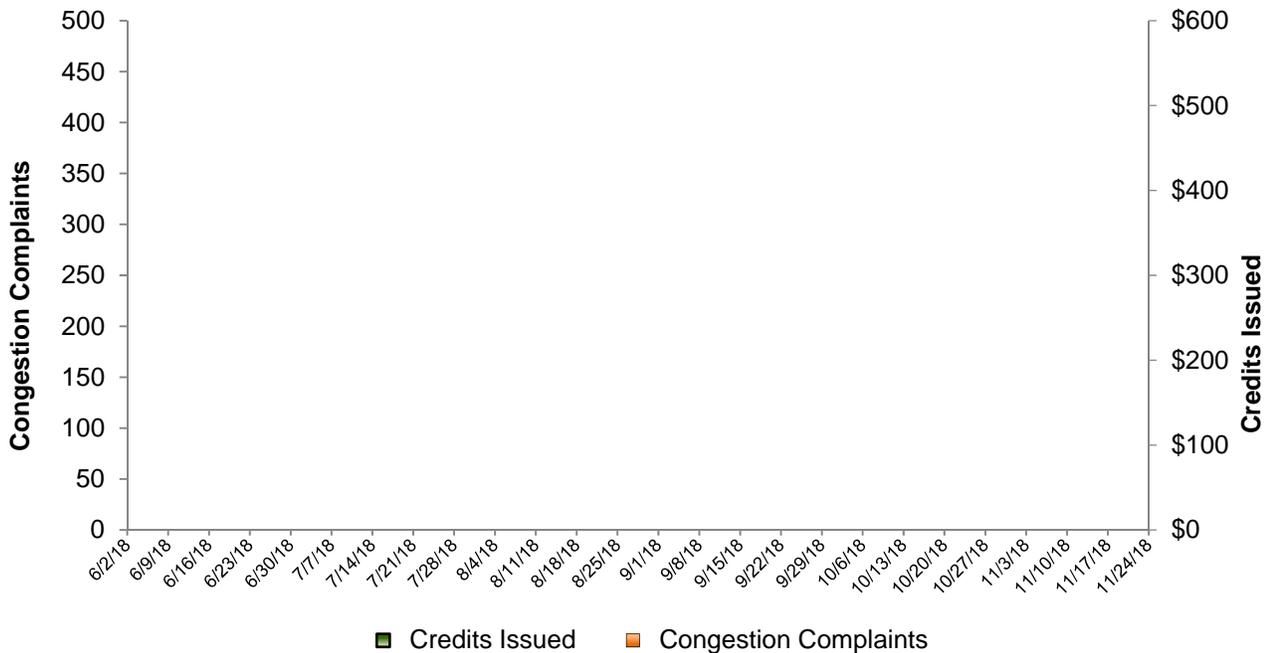
WEEK	Date Range	Monday (AM)					Tuesday (AM)					Wednesday (AM)					Thursday (AM)					Friday (AM)					
		Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment
WEEK 17	Oct 21 - Oct 27	4:00 AM	C	5.05	1,023	D	✓	C	5.05	997	C	✓	C	5.05	988	C	✓	C	5.05	882	C	✓	B	2.85	813	C	✓
		5:00 AM	F	16.40	1,322	E	✓	F	14.40	1,324	E	✓	F	14.40	1,399	E	✓	F	12.40	1,421	F	✓	C	5.15	1,266	E	✓
		6:00 AM	F	15.40	1,430	F	✓	F	13.40	1,416	F	✓	F	15.40	1,297	E	✓	F	13.40	1,262	F	✓	D	6.65	1,223	E	✓
		7:00 AM	F	11.40	1,350	E	✓	F	9.40	1,408	F	✓	F	11.40	1,435	F	✓	F	10.40	1,432	F	✓	C	5.15	1,051	D	✓
		8:00 AM	D	6.50	1,337	E	✓	D	6.50	1,456	F	✓	D	6.50	1,293	E	✓	D	6.65	1,350	E	✓	C	5.15	947	C	✓
9:00 AM	C	5.05	873	C	✓	C	5.15	996	C	✓	C	5.15	1,016	D	✓	C	5.15	1,006	D	✓	B	2.85	699	B	✓		
WEEK 18	Oct 28 - Nov 03	4:00 AM	C	5.05	1,044	D	✓	C	5.05	971	C	✓	C	5.05	935	C	✓	C	5.05	958	C	✓	B	2.85	803	C	✓
		5:00 AM	F	16.40	1,299	E	✓	F	14.40	1,315	E	✓	F	14.40	1,432	F	✓	F	12.40	1,457	F	✓	C	5.15	1,244	E	✓
		6:00 AM	F	15.40	1,375	E	✓	F	13.40	1,340	E	✓	F	15.40	1,416	F	✓	F	13.40	1,392	E	✓	D	6.65	1,198	D	✓
		7:00 AM	F	11.40	1,334	E	✓	F	9.40	1,438	F	✓	F	11.40	1,370	E	✓	F	10.40	1,379	E	✓	C	5.15	1,044	D	✓
		8:00 AM	D	6.50	1,203	E	✓	D	6.50	1,468	F	✓	D	6.50	1,160	D	✓	D	6.65	1,211	E	✓	C	5.15	949	C	✓
9:00 AM	C	5.05	851	C	✓	C	5.15	965	C	✓	C	5.15	808	C	✓	C	5.15	976	C	✓	B	2.85	741	B	✓		
WEEK 19	Nov 04 - Nov 10	4:00 AM	C	5.05	1,073	D	✓	C	5.05	1,044	D	✓	C	5.05	984	C	✓	C	5.05	974	C	✓	B	2.85	814	C	✓
		5:00 AM	F	16.40	1,350	E	✓	F	14.40	1,369	E	✓	F	14.40	1,446	F	✓	F	12.40	1,426	F	✓	C	5.15	1,312	E	✓
		6:00 AM	F	15.40	1,391	E	✓	F	13.40	1,439	F	✓	F	15.40	1,320	E	✓	F	13.40	1,380	E	✓	D	6.65	1,238	E	✓
		7:00 AM	F	11.40	1,413	F	✓	F	9.40	1,441	F	✓	F	11.40	1,478	F	✓	F	10.40	1,490	F	✓	C	5.15	1,052	D	✓
		8:00 AM	D	6.50	1,354	E	✓	D	6.50	1,449	F	✓	D	6.50	1,289	E	✓	D	6.65	1,238	E	✓	C	5.15	927	C	✓
9:00 AM	C	5.05	965	C	✓	C	5.15	1,070	D	✓	C	5.15	943	C	✓	C	5.15	1,002	D	✓	B	2.85	651	B	✓		
WEEK 20	Nov 11 - Nov 17	4:00 AM	C	5.05	616	B	✓	C	5.05	1,069	D	✓	C	5.05	995	C	✓	C	5.05	987	C	✓	B	2.85	864	C	✓
		5:00 AM	F	17.40	882	C	✓	F	15.40	1,384	E	✓	F	15.70	1,353	E	✓	F	13.70	1,485	F	✓	C	5.15	1,299	E	✓
		6:00 AM	F	16.40	1,001	D	✓	F	14.70	1,474	F	✓	F	16.70	1,402	F	✓	F	14.70	1,392	E	✓	D	6.65	1,171	D	✓
		7:00 AM	F	12.40	768	B	✓	F	10.70	1,450	F	✓	F	12.70	1,477	F	✓	F	11.70	1,409	F	✓	C	5.15	1,109	D	✓
		8:00 AM	E	8.55	703	B	✓	E	8.55	1,350	E	✓	E	8.55	1,152	D	✓	D	6.65	1,198	D	✓	C	5.15	895	C	✓
9:00 AM	C	5.05	644	B	✓	C	5.15	993	C	✓	C	5.15	948	C	✓	C	5.15	970	C	✓	B	2.85	686	B	✓		
WEEK 21	Nov 18 - Nov 24	4:00 AM	C	5.05	1,035	D	✓	C	5.05	985	C	✓	C	5.15	818	C	✓	A	1.90	48	A	✓	A	1.90	92	A	✓
		5:00 AM	F	17.40	1,335	E	✓	F	15.40	1,373	E	✓	E	8.55	1,143	D	✓	A	1.90	67	A	✓	A	1.90	167	A	✓
		6:00 AM	F	16.40	1,454	F	✓	F	14.70	1,353	E	✓	C	5.15	1,099	D	✓	A	1.90	70	A	✓	A	1.90	181	A	✓
		7:00 AM	F	12.40	1,385	E	✓	F	10.70	1,117	D	✓	B	2.85	899	C	✓	A	1.90	98	A	✓	A	1.90	177	A	✓
		8:00 AM	E	8.55	1,188	D	✓	E	8.55	1,022	D	✓	B	2.85	804	C	✓	A	1.90	175	A	✓	A	1.90	256	A	✓
9:00 AM	C	5.05	772	B	✓	C	5.15	812	C	✓	B	2.85	563	B	✓	A	1.90	338	A	✓	A	1.90	393	A	✓		
WEEK 22	Nov 25 - Dec 01	4:00 AM	C	5.05	1,101	D	✓	C	5.05	1,000	C	✓	C	5.05	1,037	D	✓	C	5.05	917	C	✓	B	2.85	826	C	✓
		5:00 AM	F	17.40	1,375	E	✓	F	15.40	1,461	F	✓	F	15.70	1,407	F	✓	F	13.70	1,357	E	✓	C	5.15	1,199	D	✓
		6:00 AM	F	16.40	1,415	F	✓	F	14.70	1,462	F	✓	F	16.70	1,339	E	✓	F	14.70	1,305	E	✓	D	6.65	1,072	D	✓
		7:00 AM	F	12.40	1,279	E	✓	F	10.70	1,362	E	✓	F	12.70	1,423	F	✓	F	11.70	1,057	D	✓	C	5.15	1,033	D	✓
		8:00 AM	E	8.55	1,143	D	✓	E	8.55	1,349	E	✓	E	8.55	1,289	E	✓	D	6.65	1,049	D	✓	C	5.15	991	C	✓
9:00 AM	C	5.05	850	C	✓	C	5.15	897	C	✓	C	5.15	951	C	✓	C	5.15	500	B	✓	B	2.85	698	B	✓		

**RCTC's Most Recent 6-Month Period
June 2018 through November 2018**

Traffic Volume vs Congestion Complaints - Redacted



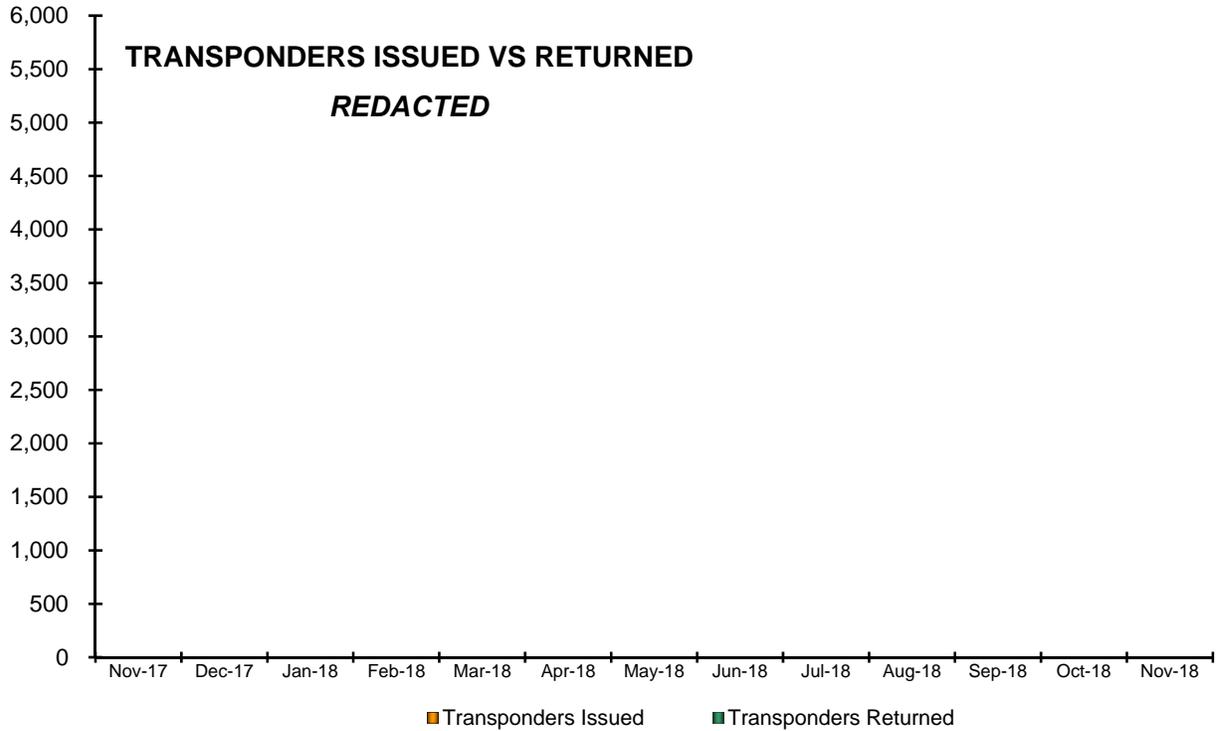
Congestion Complaints vs Toll Credits Issued - Redacted



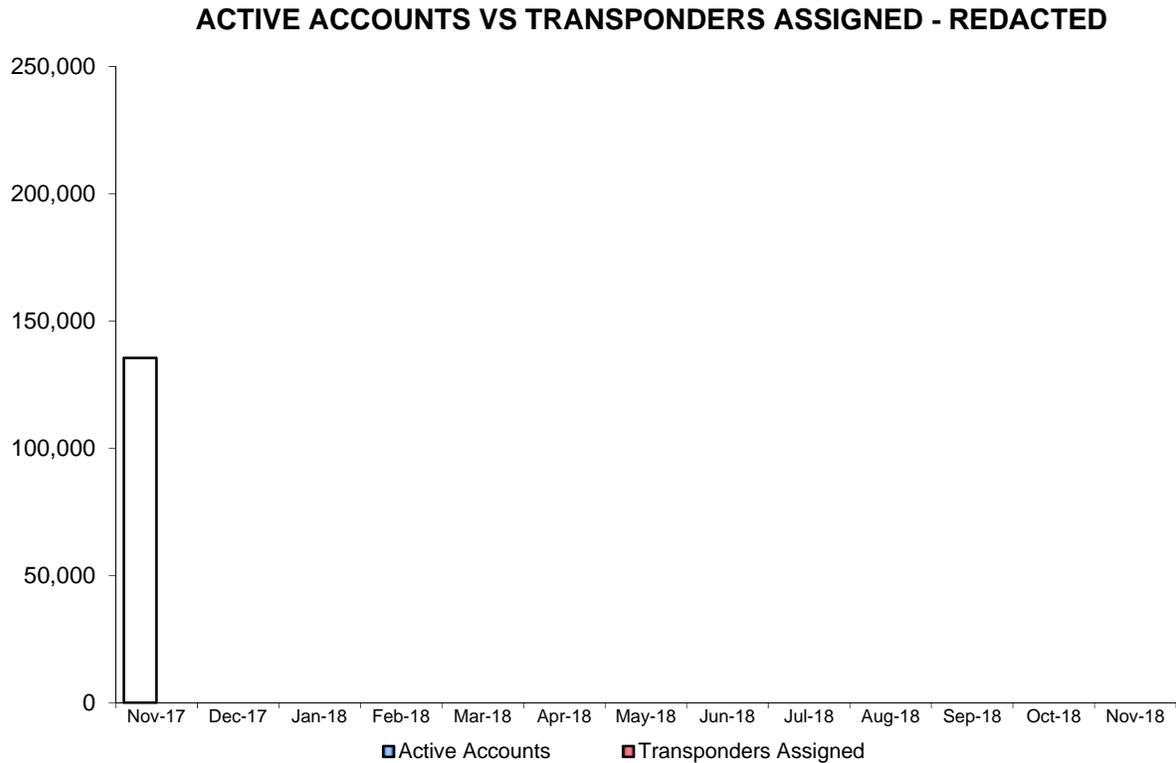
TRANSPONDER DISTRIBUTION 91 Express Lanes

Most Recent 13-Month Period
November 2017 through November 2018

ATTACHMENT C1



ATTACHMENT C2



91 Express Lanes
CUSTOMER COMMUNICATION CHANNEL
Most Recent 13-Month Period
November 2017 through November 2018

ATTACHMENT C3

Nov-18
Oct-18
Sep-18
Aug-18
Jul-18
Jun-18
May-18
Apr-18
Mar-18
Feb-18
Jan-18
Dec-17
Nov-17

■ CSC Phones ■ Website ■ Email ■ US Mail

Sample Quarterly Status Report

Sample 91 Express Lanes Quarterly Status Report

NOTE: Some data has been redacted.

Attached is the 91 Express Lanes Quarterly Status Report for the First Quarter of OCTA's Fiscal Year 2018-19; July 1 through September 30, 2018.

The following information is provided in this report:

1. OPERATIONS

1.1 Quarterly Operations Overview

1.1a Trip and Revenue Statistics for the First Quarter of FY2018-19

1.1b Multi Agency Trip and Revenue Statistics

1.2 Operations Highlights

1.2.1 Customer Accounts and Transponder Distribution

1.2.2 Traffic Volumes

1.2.3 Incidents and Accidents

1.2.4 On-road Maintenance

1.2.5 Customer Service and Violation Processing

1.2.6 ETTM Status

1.2.7 Information Technology

2. FINANCIAL PERFORMANCE

3. OTHER ACTIVITIES AND ISSUES

3.1 Traffic Volume and Associated Potential Revenue

3.2 Active Accounts and Transponders Assigned

91 EXPRESS LANES QUARTERLY STATUS REPORT

FIRST QUARTER - OCTA FISCAL YEAR 2018-19

July 1 through September 30, 2018

1. OPERATIONS

1.1 Quarterly Operations Overview

Total traffic volume on the 91 Express Lanes for the first quarter of Fiscal Year 2018-19 was 4,467,727; representing a daily average of 48,562. This is an increase of 1.3% in total traffic volume from the previous quarter's total of 4,408,575. Potential toll revenue for the first quarter is \$13,172,688; an increase of 1.7% from the previous quarter's total of \$12,947,640. Traffic volume for the first quarter of FY 2018-19 was up 7.7% compared to the first quarter of FY 2017-18. Potential revenue for the same period was 7.0% above that of FY 2017-18. Carpool percentage for the first quarter was 26.6%, compared to 25.9% in the previous quarter. The first quarter traffic and revenue data compared to Stantec projections are summarized below.

Please note that the trip and revenue statistics table 1.1a represents all trips taken on the OCTA portion of the 91 Express Lanes and associated potential revenue. The Multi Agency Trip and Revenue statistics table 1.1b represents all trips taken on the 91 Express Lanes and associated revenue by Agency segments.

1.1a Trip and Revenue Statistics for the First Quarter of FY 2018-19

(FY2016-17 and FY2017-18 data is for July 1 through September 30, 2018)

Trips	FY 2018-19 1st Qtr	Stantec 1st Qtr Projected	# Variance	% Variance	FY 2017-18 1st Qtr	Yr-to-Yr % Variance
Full Toll Lanes	3,280,307	3,312,475	(32,168)	(1.0%)	3,100,900	5.8%
3+ Lanes	1,187,420	1,043,523	143,897	13.8%	1,047,712	13.3%
Total Gross Trips	4,467,727	4,355,998	111,729	2.6%	4,148,612	7.7%
Revenue						
Full Toll Lanes	\$12,944,382	\$13,185,568	(\$241,186)	(1.8%)	\$12,087,254	7.1%
3+ Lanes	\$228,306	\$251,468	(\$23,163)	(9.2%)	\$221,621	3.0%
Total Gross Revenue	\$13,172,688	\$13,437,036	(\$264,348)	(2.0%)	\$12,308,875	7.0%
Average Revenue per Trip						
Average Full Toll Lanes	\$3.95	\$3.98	(\$0.03)	(0.8%)	\$3.90	1.3%
Average 3+ Lanes	\$0.19	\$0.24	(\$0.05)	(20.8%)	\$0.21	(9.5%)
Average Gross Revenue	\$2.95	\$3.08	(\$0.13)	(4.2%)	\$2.97	(0.7%)

Agency Trip and Revenue Statistics for the First Quarter of FY 2018-19

MULTI AGENCY TRIP AND REVENUE STATISTICS

QUARTER ENDING September 30, 2018

FY 18-19 1st Qtr	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	2,193,431	1,344,289	61%	\$ 5,408,641
RCTC	2,104,105	1,344,289	64%	\$ 8,676,885
I-15	910,450	605,703	67%	\$ 3,920,155
McKinley	1,193,655	738,586	62%	\$ 4,756,731
Eastbound				
OCTA	2,274,296	1,241,190	55%	\$ 7,764,047
RCTC	1,784,871	1,241,190	70%	\$ 5,053,502
I-15	641,434	493,975	77%	\$ 1,387,906
McKinley	1,143,437	747,215	65%	\$ 3,665,596

1.2 Operations Highlights

1.2.1 Customer Accounts and Transponder Distribution

During the first quarter of FY2018-19, the 91 Express Lanes opened a daily average of 53 new accounts per 7-day week. Total active customer accounts at the end of the first quarter numbered 143,301 with 218,136 transponders assigned. As of the end of the first quarter, full-toll paying accounts made up approximately 92% of all active accounts. Full-toll paying accounts include all accounts except discount-toll accounts (3+Carpool, zero emission vehicles, disabled person, disabled veteran, and motorcycle) and non-toll accounts (Caltrans, CHP).

1.2.2 Traffic Volumes

Combined Facility (SR91 general-purpose lanes plus OCTA 91 Express Lanes) global demand data is compiled at the mid-point of the OCTA Express Lanes between Imperial Hwy and Weir Canyon using Caltrans' loops; therefore, traffic volumes are only a representation of throughput in the 91 Corridor and may differ from traffic volumes obtained through OCTA's TollPlus system.

During the first quarter, weekday peak-hour global demand averaged 94,096 vehicles per weekday (excluding holidays). During peak traffic hours the OCTA 91 Express Lanes captured 38% of the eastbound evening commuter traffic and 21% of the westbound morning commuter traffic, with overall capture rate of 29%.

1.2.3 Incidents and Accidents

OCTA Customer Assistance Specialists responded to an average of 4 calls per day during the first quarter. The majority of these calls continue to be debris removal and assisting stalled vehicles.

There were 38 accidents reported during the first quarter; of the 38 accidents reported, 23 originated in the OCTA 91 Express Lanes and 15 originated in the general purpose lanes.

1.2.5 Customer Service and Violation Processing- REDACTED

Activity	Response	Performance Standard
Call Wait Times		
Abandon Rate		
Total Calls		
Calls Handled by Customer Service Reps		
Calls Handled by IVR (automated system)		
Transponder Distribution		
Processing Response Time		

During the fourth quarter, Violation Processing processed 151,145 OCTA transactions (vehicles without transponder-reads or valid accounts). These violations are pursued in accordance with state toll-evasion enforcement procedures and OCTA policy.

First-quarter and year-to-date collection efforts are summarized in the following table:

COLLECTION EFFORTS	Q1		FY 2018-19 To-Date	
	Records	Recovered	Records	Recovered
COFIROUTE RECOVERED				
Customer Violations				
Non-customer Violations				
Cofiroute Collection Totals:				
COLLECTIONS AGENCY RECOVERED				
Unresolved Customer Acct Collections				
Unresolved Non-customer Violations				
Judgments				
*Tax Intercept				
*Lottery Intercept				
Collections Agency Totals:				
TOTAL COLLECTION:				

*Note: Data is based on activity quarter when collected. Additional data may be received after the date of this report.

1.2.6 ETTM

Cofiroute USA completed maintenance on the ETTM equipment at lane level. Coordinated efforts were made with vendors to perform maintenance on generators, A/C units, and UPS units. Damaged cameras were replaced and sent out for repairs. Quarterly Vault inspections were completed. Various OCTA equipment was bench tested to insure proper functionality before installation in the field. Failed Equipment was replaced with spare units in the lanes and sent to vendors for replacement. Failed sign equipment was replaced with vendor provided spares. Crosstown re-terminated the connection to the OCTA 55NB info sign switch.

1.2.7 Information Technology

During the first quarter, routine IT operations including hardware maintenance, security patches, and updates were performed on schedule. Migration from WhatsUp Gold to Solarwinds has been completed for system monitoring as well. New Virtual Machine group was installed and configured on Nimble. All NetApp VMs were successfully migrated to the new Nimble VM farm. Quarterly and monthly system checks were also completed on schedule.

On July 24, 2018, in the late evening, the Barracuda Web Filter became unresponsive and required a power cycle to regain functionality.

2. FINANCIAL PERFORMANCE

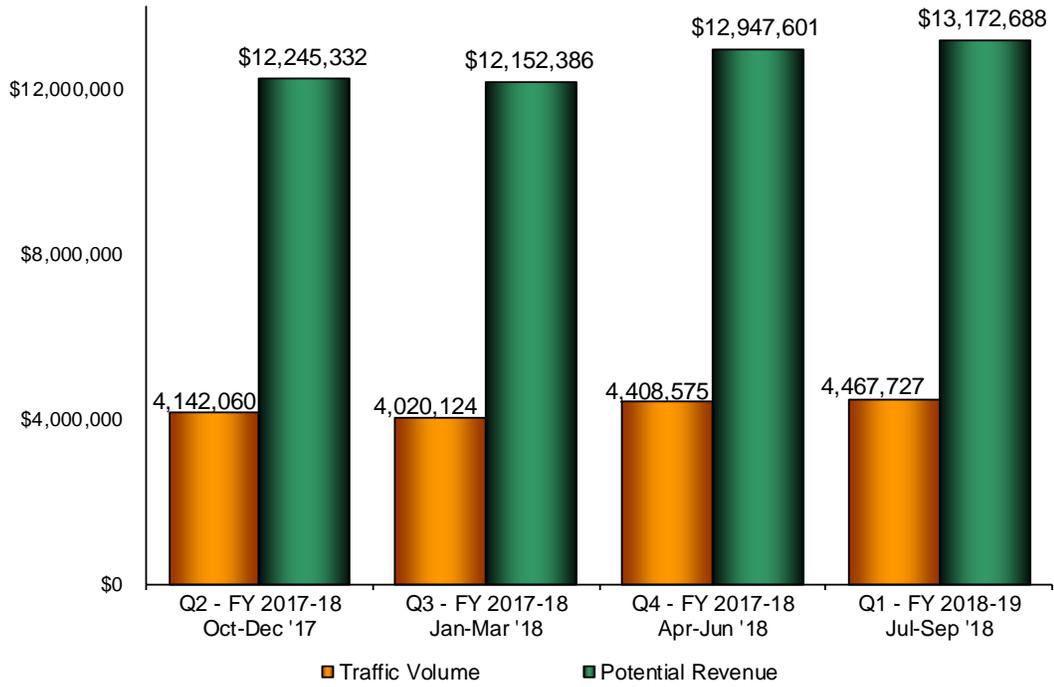
Traffic and revenue statistics for the first quarter of FY 2018-19 are detailed in Section 1.1 of this report. OCTA prepares the consolidated financials for the 91 Express Lanes. On a monthly basis, Cofiroute USA provides OCTA with financial data regarding certain revenue and expenditure categories and line items under Cofiroute USA control.

Cofiroute USA continues to provide OCTA with the required financial information on or before the required date each month.

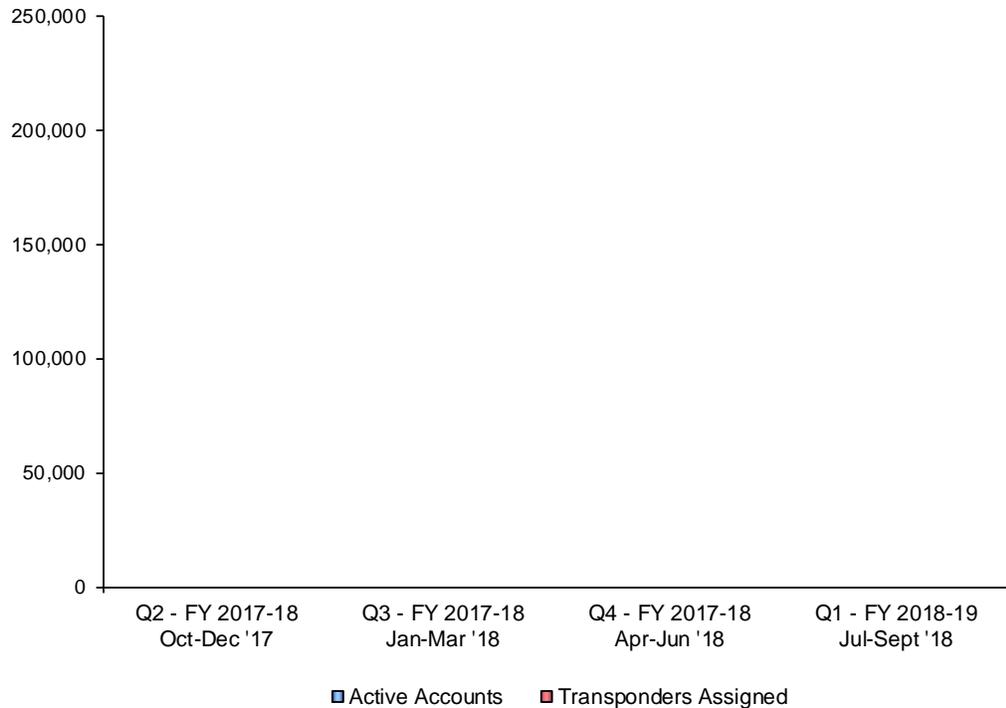
3. OTHER ACTIVITES AND ISSUES

OCTA'S FISCAL YEAR 2018-19 ~ Q1 Most-recent Four Quarters

TRAFFIC VOLUME & ASSOCIATED POTENTIAL REVENUE



ACTIVE ACCOUNTS AND TRANSPONDERS ASSIGNED- REDACTED



Sample Weekday Peak-Hour Traffic, Global Demand and Traffic and Revenue Statistics

Following are the Weekday Peak-Hour Traffic, Global Demand and Traffic and Revenue statistics for the 91 Express Lanes for the period Jan 06-12, 2019. The Multi Agency Trip and Revenue Statistics and Weekday Peak Volumes for Determining Toll Adjustments are also provided.

WEEKDAY PEAK-HOUR TRAFFIC

Eastbound PM Peak

PM Time	Monday 01/07/19				Tuesday 01/08/19				Wednesday 01/09/19				Thursday 01/10/19				Friday 01/11/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	445	2,494	73%	\$5.05	478	2,851	84%	\$5.05	448	2,885	85%	\$5.95	534	3,260	96%	\$6.35	588	3,359	99%
1500 - 1600	\$5.40	713	3,274	96%	\$5.65	683	2,823	83%	\$7.00	749	2,959	87%	\$6.00	680	3,093	91%	\$9.65	785	2,632	77%
1600 - 1700	\$5.25	470	2,765	81%	\$5.50	492	2,917	86%	\$6.75	518	3,151	93%	\$8.80	597	3,020	89%	\$9.45	531	2,617	77%
1700 - 1800	\$5.20	623	3,053	90%	\$5.40	539	2,880	85%	\$6.90	479	2,493	73%	\$9.20	530	2,357	69%	\$6.90	627	2,872	84%
1800 - 1900	\$5.40	768	2,576	76%	\$3.85	741	2,953	87%	\$3.85	751	2,902	85%	\$4.75	761	2,978	88%	\$6.40	796	2,889	85%
1900 - 2000	\$3.75	436	1,379	41%	\$3.75	653	2,347	69%	\$3.75	728	2,573	76%	\$5.50	761	2,646	78%	\$5.95	685	2,149	63%

Westbound AM Peak

AM Time	Monday 01/07/19				Tuesday 01/08/19				Wednesday 01/09/19				Thursday 01/10/19				Friday 01/11/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	772	2,461	72%	\$3.00	775	2,343	69%	\$3.00	771	2,393	70%	\$3.00	780	2,335	69%	\$3.00	670	1,936	57%
0500 - 0600	\$4.85	868	2,383	70%	\$4.85	993	2,639	78%	\$4.85	902	2,518	74%	\$4.85	892	2,504	74%	\$4.60	806	2,420	71%
0600 - 0700	\$5.05	626	2,043	60%	\$5.05	632	2,021	59%	\$5.05	675	2,130	63%	\$5.05	656	2,103	62%	\$4.85	651	2,012	59%
0700 - 0800	\$5.55	495	2,008	59%	\$5.55	511	2,054	60%	\$5.55	480	1,944	57%	\$5.55	528	2,091	62%	\$5.40	486	1,963	58%
0800 - 0900	\$5.05	353	1,968	58%	\$5.05	321	1,962	58%	\$5.05	365	2,042	60%	\$5.05	394	2,123	62%	\$4.85	339	1,904	56%
0900 - 1000	\$4.00	404	1,987	58%	\$4.00	350	1,966	58%	\$4.00	411	2,104	62%	\$4.00	395	2,242	66%	\$4.00	359	1,601	47%

WEEKDAY PEAK-HOUR GLOBAL DEMAND

The following throughput data is obtained from the PeMS (Freeway Performance Measurement System) website. This project is conducted by UC Berkeley, with the cooperation of Caltrans. The following Combined Facility data is compiled at the mid-point of the facility using Caltrans' loops; therefore, traffic volumes are only a representation of throughput in the 91 Corridor and will differ from traffic volumes obtained through OCTA's Toll Plus system.

FY 2018-19 Wk	Week Days Monday-Friday	Lanes	Eastbound Demand 2:00-7:59 pm	EB Capture Rate	Westbound Demand 4:00-9:59 am	WB Capture Rate	Combined Facility Demand	Overall Capture Rate
28	Jan 06-12 2019	91EL	82,857	37%	50,151	21%	133,008	28%
		Mainline	143,237	63%	192,674	79%	335,911	72%
		TOTAL:	226,094		242,825		468,919	

TRIP AND REVENUE STATISTICS

WEEK ENDING January 12, 2019

(FY 2018-19 and FY 2017-18 data is for Sunday through Saturday)

	FY 2018-19 Current Week Actual	Stantec Current Week Projected	# Variance	% Variance	FY 2017-18 Corresponding Week Actual	Yr-to-Yr % Variance
Trips						
Full Toll Lanes	230,203	242,929	(12,726)	(5.2%)	217,347	5.9%
3+ Lanes	83,315	70,429	12,886	18.3%	72,583	14.8%
Total Gross Trip	313,518	313,358	160	0.1%	289,930	8.1%
Revenue						
Full Toll Lanes	\$ 929,881	\$ 985,987	\$ (56,106)	(5.7%)	\$ 865,878	7.4%
3+ Lanes	\$ 18,807	\$ 18,810	\$ (3)	(0.0%)	\$ 17,343	8.4%
Total Gross Revenue	\$ 948,688	\$ 1,004,797	\$ (56,108)	(5.6%)	\$ 883,221	7.4%
Average Revenue Per Trip						
Average Full Toll Lanes	\$4.04	\$4.06	(\$0.02)	(0.5%)	\$3.98	1.5%
Average 3+ Lanes	\$0.23	\$0.27	(\$0.04)	(14.8%)	\$0.24	(4.2%)
Average Gross Revenue	\$3.03	\$3.21	(\$0.18)	(5.6%)	\$3.05	(0.7%)

MONTH-TO-DATE AS OF January 12, 2019

(FY 2018-19 and FY 2017-18 data is for January 01, 2019 through January 12, 2019)

	FY 2018-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	FY 2017-18 MTD Actual	Yr-to-Yr % Variance
Trips						
Full Toll Lanes	373,445	383,428	(9,983)	(2.6%)	365,215	2.3%
3+ Lanes	142,988	128,246	14,742	11.5%	124,782	14.6%
Total Gross Trip	516,433	511,674	4,759	0.9%	489,997	5.4%
Revenue						
Full Toll Lanes	\$ 1,535,729	\$ 1,555,591	\$ (19,862)	(1.3%)	\$ 1,493,634	2.8%
3+ Lanes	\$ 31,262	\$ 29,676	\$ 1,586	5.3%	\$ 33,222	(5.9%)
Total Gross Revenue	\$ 1,566,991	\$ 1,585,267	\$ (18,277)	(1.2%)	\$ 1,526,856	2.6%
Average Revenue Per Trip						
Average Full Toll Lanes	\$4.11	\$4.06	\$0.05	1.2%	\$4.09	0.5%
Average 3+ Lanes	\$0.22	\$0.23	(\$0.01)	(4.3%)	\$0.27	(18.5%)
Average Gross Revenue	\$3.03	\$3.10	(\$0.07)	(2.3%)	\$3.12	(2.9%)

FISCAL YEAR-TO-DATE AS OF January 12, 2019

(FY 2018-19 and FY 2017-18 data is for July 01 through January 12, 2018)

	FY 2018-19 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2017-18 YTD Actual	Yr-to-Yr % Variance
Trips						
Full Toll Lanes	6,846,790	6,971,875	(125,085)	(1.8%)	6,576,244	4.1%
3+ Lanes	2,478,258	2,137,259	340,999	16.0%	2,204,425	12.4%
Total Gross Trip	9,325,048	9,109,134	215,914	2.4%	8,780,669	6.2%
Revenue						
Full Toll Lanes	\$ 27,154,221	\$ 27,773,825	\$ (619,603)	(2.2%)	\$ 25,620,257	6.0%
3+ Lanes	\$ 481,177	\$ 529,770	\$ (48,593)	(9.2%)	\$ 460,807	4.4%
Total Gross Revenue	\$ 27,635,399	\$ 28,303,595	\$ (668,196)	(2.4%)	\$ 26,081,063	6.0%
Average Revenue Per Trip						
Average Full Toll Lanes	\$3.97	\$3.98	(\$0.01)	(0.3%)	\$3.90	1.8%
Average 3+ Lanes	\$0.19	\$0.25	(\$0.06)	(24.0%)	\$0.21	(9.5%)
Average Gross Revenue	\$2.96	\$3.11	(\$0.15)	(4.8%)	\$2.97	(0.3%)

MULTI AGENCY TRIP AND REVENUE STATISTICS

WEEK ENDING January 12, 2019

(FY 2018-19 data is for Sunday through Saturday)

FY 2018-19 Current Week	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	151,850	96,092	63%	\$ 379,500
RCTC	148,370	96,092	65%	\$ 725,850
I-15	63,255	43,510	69%	\$ 309,963
McKinley	85,115	52,582	62%	\$ 415,887
Eastbound				
OCTA	161,668	85,973	53%	\$ 569,188
RCTC	122,335	85,973	70%	\$ 390,509
I-15	44,303	34,988	79%	\$ 97,977
McKinley	78,032	50,985	65%	\$ 292,532



OCTA WEEKDAY PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS

Week Ending January 12, 2019
OCTA FY 2018-19 - Week 28

- CR = Congestion-relief Adjustment in place - 6-month freeze on any increase
- COLA = Cost of Living Adjustment implemented July 1 each FY. No freeze on future adjustments.
- Week containing a Holiday toll adjustment
- Week containing a traffic anomaly, major incident or accident
- 12-week period selected for Congestion-relief Adjustment at beginning of next Quarter
- Most recent 12-consecutive-week period (excluding weeks containing Holidays or Traffic Anomalies)

- Traffic volume > 3,128 is flagged for review. When flagged hours occur 6 or more times during the most recent 12-week period and the average flagged-volume is > 3,128, the toll for that day and time will be increased as follows
- to or < 2,720 previously adjusted hour flagged for possible .50¢ toll reduction
 - 2,721 through 3,127 not flagged for adjustment
 - to or > 3,128 flag for qualifying hours for possible toll increase
 - 3,200 - 3,299 Eligible for .75¢ increase
 - to or > 3,300 Eligible for \$1.00 increase

- FY 2018-19 Congestion-relief Toll Adjustments
- July 1, 2018 Hours received a COLA adjustment for this Quarter
 - October 1, 2018 5 Hours received adjustments for this Quarter
 - January 1, 2019 4 Hours received adjustments for this Quarter
 - April 1, 2019

FY Week	#	Monday - Friday	MONDAY					TUESDAY					WEDNESDAY					THURSDAY					FRIDAY									
			2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00
42	Apr 9-13	2,614	3,075	2,787	3,035	2,797	1,705	2,798	3,139	2,617	3,049	2,987	2,206	2,879	3,250	2,666	2,887	2,689	2,497	3,205	2,958	2,701	2,867	2,917	2,781	3,279	2,741	2,725	2,755	2,880	2,210	
43	Apr 16-20	2,519	3,067	2,985	3,024	2,681	1,698	2,841	3,097	2,657	3,092	2,639	1,986	2,595	3,511	2,251	3,121	2,979	2,094	3,085	3,262	2,559	2,888	2,962	2,056	3,331	2,840	2,813	2,942	2,607	2,057	
44	Apr 23-27	2,457	2,968	2,964	3,014	2,556	1,530	2,832	3,010	2,460	3,016	2,818	1,176	2,964	3,367	2,451	2,922	3,182	2,173	3,257	3,070	2,577	2,738	3,029	2,522	3,295	2,648	2,674	2,976	2,577	1,906	
45	Apr 30-May 4	2,584	3,024	2,941	3,104	2,271	1,545	2,920	3,163	2,565	2,955	2,688	1,624	2,829	3,204	2,550	3,101	2,776	1,655	3,282	3,017	2,512	2,869	2,867	2,330	3,276	2,567	2,380	2,426	2,993	1,863	
46	May 7-11	2,590	3,112	3,073	2,825	2,322	1,518	2,565	3,174	2,534	2,902	3,944	1,947	2,947	3,175	2,332	2,833	2,980	2,207	3,101	3,257	2,799	2,880	2,874	2,386	3,505	2,883	2,969	2,889	2,231	1,881	
47	May 14-18	2,432	2,974	2,923	2,943	2,493	1,513	2,726	2,930	2,607	2,903	3,032	2,066	2,847	2,883	2,632	2,980	3,052	2,101	3,069	3,213	2,660	2,844	3,190	2,970	3,307	2,706	2,720	2,832	2,707	1,899	
48	May 21-25	2,400	3,055	3,085	3,010	2,228	1,272	2,866	3,288	2,675	2,971	2,674	1,811	2,824	2,438	2,687	2,867	3,100	2,094	3,243	3,245	2,555	2,804	2,970	2,975	3,061	2,192	3,248	2,674	2,738	2,894	1,912
49	May 28-Jun 1	916	959	937	911	852	924	2,935	3,125	2,667	2,965	2,901	1,930	2,844	3,312	2,575	2,973	2,910	1,929	3,288	3,047	2,555	2,548	2,744	2,852	2,419	3,277	2,734	2,814	2,812	2,745	1,836
50	Jun 4-8	2,520	2,976	2,778	2,945	2,554	1,702	2,841	2,959	2,528	2,885	2,968	1,169	2,905	3,312	2,527	2,888	2,836	1,872	3,126	3,047	2,548	2,744	2,852	2,419	3,277	2,734	2,814	2,812	2,745	1,836	
51	Jun 11-15	2,479	3,076	2,981	2,916	2,694	1,914	2,655	3,025	2,516	2,880	2,884	2,244	2,742	3,312	2,661	2,774	2,980	2,178	2,777	3,026	2,538	2,841	2,948	2,373	3,554	2,638	2,669	2,925	2,678	1,919	
52	Jun 18-22	2,527	3,010	2,808	2,546	2,806	1,609	2,794	2,939	2,485	2,896	3,022	1,133	2,747	3,254	2,190	2,903	3,062	2,552	3,139	2,930	2,458	2,791	2,976	2,749	3,301	2,764	2,668	2,592	2,689	2,017	
53	Jun 25-29	2,429	2,832	2,937	2,937	2,820	1,849	2,841	3,131	2,668	2,932	2,867	1,438	2,842	3,322	2,560	2,793	2,952	2,220	2,973	2,957	2,688	3,029	2,550	2,564	3,213	2,602	2,621	2,831	2,827	2,049	
1	Jul 2-6	2,429	2,880	2,902	3,013	2,415	1,677	3,242	2,851	2,846	3,011	2,760	1,960	2,878	3,177	2,821	2,533	3,179	2,121	3,174	2,625	2,991	2,531	2,977	2,387	3,259	2,600	2,670	2,943	2,667	2,059	
2	Jul 9-13	2,534	3,151	2,905	3,012	2,520	1,766	2,834	2,790	3,132	2,414	2,932	2,378	2,902	3,177	2,821	2,533	3,179	2,121	3,174	2,625	2,991	2,531	2,977	2,387	3,259	2,600	2,670	2,943	2,667	2,059	
3	Jul 16-20	2,272	3,121	2,854	2,860	2,728	1,900	2,734	2,861	3,347	2,512	2,945	2,316	2,768	3,132	2,812	2,533	2,816	2,671	3,087	2,998	2,642	2,896	2,551	3,260	2,651	2,707	2,828	2,574	1,993		
4	Jul 23-27	2,692	3,027	2,721	3,032	2,901	1,875	2,747	2,702	3,041	2,493	2,977	2,259	2,973	3,333	2,760	2,485	2,893	2,472	3,165	2,960	2,915	2,392	2,908	2,534	3,222	2,836	2,903	2,887	2,400	2,034	
5	Jul 30-Aug 3	2,640	2,878	2,842	3,031	2,831	1,879	2,949	2,800	3,509	2,698	3,163	2,510	2,958	3,333	2,908	2,477	3,108	2,227	3,254	3,163	3,018	2,480	2,850	2,390	3,262	2,671	2,681	2,828	2,727	2,059	
6	Aug 6-10	2,636	3,061	2,825	2,808	2,468	2,263	2,869	2,890	3,047	2,514	2,835	2,490	2,936	3,238	2,749	2,548	3,003	2,474	3,176	3,094	3,109	2,565	3,037	2,017	3,295	2,532	2,650	2,644	2,689	2,091	
7	Aug 13-17	2,610	2,927	2,802	2,847	2,984	1,840	2,949	2,735	3,255	2,689	2,902	2,514	3,129	2,742	2,608	2,412	2,910	2,562	3,239	3,193	3,002	2,429	2,934	2,345	3,241	2,674	2,714	2,839	2,788	2,047	
8	Aug 20-24	2,637	3,137	2,898	2,944	2,808	2,292	2,907	2,766	3,023	2,466	2,794	2,503	2,978	3,111	2,850	2,666	2,952	2,385	3,158	2,987	2,963	2,654	2,902	2,478	3,194	2,618	2,665	2,617	2,797	1,876	
9	Aug 27-31	2,503	3,092	2,858	2,988	2,891	2,231	2,740	2,682	3,279	2,458	2,929	2,379	2,864	3,147	2,805	2,364	2,959	2,547	3,174	3,075	3,167	2,565	2,842	2,630	3,290	2,720	2,381	2,646	2,693	2,002	
10	Sep 3-7	941	945	933	879	919	1,012	2,811	2,749	2,944	2,559	2,970	2,201	2,989	3,143	2,790	2,486	3,130	2,415	3,158	3,051	3,002	2,432	2,793	2,308	3,339	2,611	2,773	2,811	2,794	1,792	
11	Sep 10-14	2,472	3,034	2,885	3,018	2,798	1,735	2,753	2,906	3,231	2,669	2,980	2,029	2,905	3,098	2,652	2,833	2,967	2,633	3,175	3,109	2,830	2,446	2,655	2,656	3,392	2,775	2,867	3,091	2,995	2,435	
12	Sep 17-21	2,585	3,097	2,879	2,872	2,825	1,896	2,789	3,318	2,645	2,734	2,908	2,745	2,962	3,084	2,645	2,930	2,474	3,169	3,007	2,854	2,508	3,141	2,682	3,500	2,642	2,854	2,867	2,939	2,435		
13	Sep 24-28	2,572	3,075	3,005	3,014	2,709	1,918	2,735	2,835	3,445	2,663	3,106	2,558	2,991	3,265	3,079	2,639	2,686	2,810	3,287	3,234	3,023	2,567	2,896	2,502	2,912	2,626	2,727	2,875	2,923	2,341	
14	Oct 1-5	2,476	2,884	3,036	3,204	2,401	1,755	2,844	2,891	2,985	2,952	2,878	2,986	2,893	3,342	2,961	2,592	3,023	1,913	3,150	3,039	2,572	2,767	2,847	2,865	3,503	2,833	3,032	2,811	2,811	2,147	
15	Oct 8-12	2,555	2,898	2,838	3,019	2,442	1,726	2,923	2,820	3,017	2,858	2,987	2,467	2,990	3,184	2,915	2,626	2,922	2,550	3,311	3,056	2,592	2,889	2,910	2,674	3,569	2,709	2,792	2,856	2,734	2,305	
16	Oct 15-19	2,435	2,942	2,943	2,987	2,645	1,702	2,825	2,466	2,915	3,125	3,106	2,187	3,011	3,166	2,920	2,514	3,036	2,198	3,303	3,106	2,502	2,880	3,071	2,453	3,324	2,675	2,933	2,957	2,666	2,329	
17	Oct 22-26	2,564	3,051	2,948	3,048	2,676	1,751	2,928	2,849	2,861	3,151	3,024	2,323	3,075	3,219	2,548	2,593	2,945	2,565	2,701	3,271	2,554	2,939	2,979	2,513	3,491	2,906	2,831	2,797	2,865	2,326	
18	Oct 29-Nov 2	2,589	3,195	2,919	2,876	2,844	2,095	2,875	2,715	2,894	2,982	3,002	2,514	3,215	3,230	2,915	2,603	3,085	1,573	3,307	3,456	2,610	2,833	2,848	2,293	3,395	2,841	2,735	2,896	2,946	2,388	
19	Nov 5-9	2,650	3,077	2,946	3,165	2,832	2,041	3,030	2,855	2,939	2,879	3,102	2,495	2,971	3,276	2,831	2,519	2,532	1,590	3,234	2,953	2,473	2,824	2,787	2,729	3,309						

Other Sample Reports

Table C-1: Sample Reconciliation Report

Trip Reconciliation Report RCTC					Date: 12-30-2018
Lane Transactions					
RAMS Received Transactions		Distinct TZC Transactions			
Pre-processing Transactions					
Qualified Transactions		Unqualified Transactions			
No Tag or Plate Read Transactions		Duplicate - Unqualified State			
Plate Read and Tag Read Transactions		Multiple Transactions			
Data Error - Unqualified State		Split Transactions			
Plate Read Qualified		Straddle - Unqualified State			
Tag Read Qualified		Total			
Total					
Grand Total					
Variance					
Trip Building Transactions					
Trip Building Transactions	Txn Count	Trip Count	Trip Building Trips	Trip Count	
Transactions Built - Single Gantry			Multi Gantry	Trips Built Using Tag	
Transactions Built - Multi Gantry				Trips Built Using Tag - Rejected	
Trip Building Queue				Trips Built Using Plate	
Orphan Trip - Rejected				Trips Built Using Plate - Rejected	
Transactions in Image Review				Orphan Rejected Trips	
Transaction Hold for Images				Total	
Entry and Exit Date are Different			Single Gantry	RC-91 Trips	
Total				RC-91 Trips - Rejected	
				I-15 Trips	
				Orphan Rejected Trips	
				Total	
			Grand Total		
Processed Trips					
	Trip Count	Potential Revenue	Variances		
Customer Trips			Qualified Trip Count		
Dismissed			Processed Trip Count		
Image Review			Variance		
In Process					
IOP Trips					
Violated Trips					
Total					
Reprocessed Trips					
Grand Total					

Note: Data redacted

Trip Reconciliation		Trip Count	Potential Rev
Customer Trips	Customer Posted		
	Adjusted		
Dismissed	Trips are in Image Review		
	Hotplate		
	Post the Transaction to the Unidentified Account		
	Transaction is in Tripbuilding Queue		
Image Review	Preprocess		
	Pending		
In Process	Outstanding		
	RCA Response Pending		
	OOSP Response Pending		
	Negative Balance Hold		
	Hold 21 Days Older		
	Hold for Process		
	Hold for Trip Pricing		
IOP Trips	Transaction Hold for Images		
	Posted to IOP Customer		
Violated Trips	Rejected		
	Violator Posted		
	Linked to Customer		
	Dismissed		
Total			
Reprocessed Trips	Linked to Customer		
	Linked to Violator		
	Linked to IOP		
Grand Total			

Note: Data redacted

Table C-2: Sample Reconciliation Image Review Dismissals by Reason Code

Date: 01-01-2019

Reason Code	IMR Count
BLURRED	
CHP	
CO/FLAG	
DMVISSUE	
GLARE	
IMGDARK	
IMGHIGH	
IMGLOW	
MOTORCYCLE	
NOPLATES	
NOVEHICLE	
OBSTRUCTED	
OCTABUS	
OUTOFCOUNTRY	
PAPERPLATES	
POLICE	
POORRES	
RTABUS	
STRADDLE	
Total	

Note: Data redacted

Table C-3: Reconciliation IMR Sub Set

Date: 01-01-2019

Trip Reconciliation Type		IMR Count
Customer Trips	Customer Posted	
	Adjusted	
Dismissed	Trips are in Image Review	
	Transaction is in Tripbuilding Queue	
	Hotplate	
Image Review	Pending	
	Outstanding	
In Process	OOSP Response Pending	
	RCA Response Pending	
	Negative Balance Hold	
	Hold 21 Days Older	
	Hold for Process	
	Transaction Hold for Images	
IOP Trips	Posted to IOP Customer	
	Rejected	
Violated Trips	Violator Posted	
	Dismissed	
	Linked to Customer	
Total		
Reprocessed Trips	Linked to IOP	
	Linked to Customer	
	Linked to Violator	
Grand Total		

Note: Data redacted

Table C-4: Excerpt from Active Customers by Zip/City Report

Zip1	City	AccountStatus	Total
92277	29 PALMS	AC	
92530	3257 MOUNTAIN ST	AC	
92865	92865	AC	
98520	ABERDEEN	AC	
21009	ABINGDON	AC	
24210	ABINGDON	AC	
24211	ABINGDON	AC	
70420	ABITA SPRINGS	AC	
93510	ACTON	AC	
30101	ACWORTH	AC	
49355	ADA	AC	
75001	ADDISON	AC	
92301	ADELANTO	AC	
92301	ADELATO	AC	

Note: Data has been redacted.

Table C-5: Sample RCTC Maintenance Mode Trips Report

4020		
4022		
Total:		

Trip Date	Trip Hour	Plaza Id	LN1 Count	LN1 Toll	LN2 Count	LN2 Toll	LN3 Count	LN3 Toll	Plaza Cnt	Plaza Toll
1/21/2019										
1/21/2019										
1/21/2019										
1/21/2019										
1/26/2019										
1/26/2019										
1/26/2019										
1/26/2019										
1/26/2019										

Note: Data redacted

Table C-6: Sample Monthly Counts Online Tracking Report

Transaction Type	July		August		September		October	
	#	%	#	%	#	%	#	%
Opt In E-Statement								
Online Applications								
Address Update								
Close Account								
Contacts Updated								
Credit Card Payment								
Credit Card Update								
Email Update								
Lost/Stolen Tag Reported								
Tag - Additional Requested								
Tag - Replacement Requested								
Password Change								
Phone Update								
Pin Updated								
Email Username/Password								
Plan Change								
Security Questions Added								
Security Questions Updated								
Vehicle Added								
Vehicle Deactivated								
Vehicle Updated								
Violation Payment								
Total Online Transactions								
	→							
	+/-							

Note: Data redacted

Table C-7: Sample Weekly Recap Report

Weekly Recap - January 27 through February 02, 2019				
	Actual Potential	Stantec Projected	Variance	Variance %
Total Revenue				
Total Traffic				
Direction	HOV	SOV	Total	HOV %
EB Traffic				
WB Traffic				
Total				
Destination	HOV	SOV	Total	Destination %
EB County Line to I-15				
EB County Line to McKinley				
Total				
WB I-15 to County Line				
WB McKinley to County Line				
Total				
Peak Period Recap	Volume	LOS	Toll Price	Day of Week & Hour
EB County Line to McKinley				
WB McKinley to County Line				
Performance - Peak Period				
EB Speed Highest Volume Hour				
EB Speed Average Peak Period				
WB Speed Highest Volume Hour				
WB Speed Average Peak Period				

Note: Data redacted

Performance - Single Lane Throughput		Volume	LOS	Day of Week & Hour
County Line to I-15 Southbound				
County Line to McKinley				
I-15 Northbound to County Line				
McKinley to County Line				
Actual				
% of Customers without Transponder Read				

Note: Data redacted

Table C-10: Sample Preprocessing Transaction Counts by Trip Segment and Trip Date Report

Hour	RCTC											OCTA								Total	Hour	
	15NB L1	91WB L1	91WB L2	91WB L3	WB Total	91EB L1	91EB L2	91EB L3	15SB L2	EB Total	RC Total	91WB L1	91WB L2	91WB L3	WB Total	91EB L1	91EB L2	91EB L3	EB Total			OC Total
0																						
1																						
2																						
3																						
4																						
5																						
6																						
7																						
8																						
9																						
10																						
11																						
12																						
13																						
14																						
15																						
16																						
17																						
18																						
19																						
20																						
21																						
22																						
23																						

Note: Data redacted

Table C-11: Sample Image Dismissal Report

Gantry	A											B															
	Image Dark	Blurred	Glare	Image High	Image Left	Image Low	Image Right	No Image	No Vehicle	Poor Resolution	Straddle	CalTrans	CHP	Company / Flag	DMV Issue	No Plate	FIRE	Gov't Vehicle	Motorcycle	MTA Bus	Obstructed	OCTA Bus	Out of Country	Paper Plate	Police	RTA Bus	
EB																											
SB																											
NB																											
WB																											

Note: Data redacted

A	B

Gantry	TOTAL DISMISSED	TOTAL IMRs
EB		
SB		
NB		
WB		

Table C-12: CSC Transponder Inventory Log

Date	Day	Transponder Inventory A + B + C	Beginning	New	Recycled	New - Defect / Wrong Label	Tags	Physical Cnt	@ Other	Ending	Beginning	Daily	Recycled	Defects (W)	Defects (NW)	Physical Cnt	@ Other	Ending Balance @ CSC	Beginning	Defective	Defective	New - Defect /	Physical Cnt	Sent to vendor	Sent to be	Ending	Tags At	
			Balance	Shipment <i>In</i>	Transponders <i>In</i>	Label <i>Out</i>	Replenished <i>Out</i>	Adjustment <i>In/Out</i>	Locations <i>In/Out</i>	Balance	Balance	Returns <i>In</i>	(to col F) <i>Out</i>	(to col O) <i>Out</i>	(to col P) <i>Out</i>	Adjustment <i>In/Out</i>	Locations <i>In/Out</i>	Balance	(Warranty) <i>In</i>	(No Warranty) <i>In</i>	(Warranty) <i>In</i>	Adjustment <i>In/Out</i>	Out	Destroyed <i>Out</i>	Balance	Balance	transponder vendor	
			D	E	F	G	H			A	I	J	K	L	M			B	N	O	P	Q		R	S	C		
01/01/19	Tue																											
01/02/19	Wed																											
01/03/19	Thu																											
01/04/19	Fri																											
01/05/19	Sat																											
01/06/19	Sun																											
01/07/19	Mon																											
01/08/19	Tue																											
01/09/19	Wed																											
01/10/19	Thu																											
01/11/19	Fri																											
01/12/19	Sat																											
01/13/19	Sun																											
01/14/19	Mon																											
01/15/19	Tue																											
01/16/19	Wed																											
01/17/19	Thu																											
01/18/19	Fri																											

Table C-13: Sample Transponder Activity Report

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
AVAILABLE TO ISSUE												
Beginning Inventory On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
Add:												
New Transponders Received From transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--
Replacement tags Received From transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--
Recycled Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Received from OCTA to CSC	--	--	--	--	--	--	--	--	--	--	--	--
Total Inventory Increase	--	--	--	--	--	--	--	--	--	--	--	--
Deduct												
Returned to transponder vendor - Defective New Tags												
Issued From CSC to Customers	--	--	--	--	--	--	--	--	--	--	--	--
Issued From CSC to Processing Dept.	--	--	--	--	--	--	--	--	--	--	--	--
Issued From CSC to OCTA	--	--	--	--	--	--	--	--	--	--	--	--
Total Inventory Reduction	--	--	--	--	--	--	--	--	--	--	--	--
Physical Inventory Adjustments (+/-)	--	--	--	--	--	--	--	--	--	--	--	--
Transponders at other locations (+/-)	--	--	--	--	--	--	--	--	--	--	--	--
Ending Inventory On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
Transponder Type Breakdown	--	--	--	--	--	--	--	--	--	--	--	--
Internal Transponders	--	--	--	--	--	--	--	--	--	--	--	--
External Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Switchable Transponders	--	--	--	--	--	--	--	--	--	--	--	--
RETURNED TRANSPONDERS - NOT PROCESSED												
Beginning Returned Transponders On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
Add:												
Daily Returns	--	--	--	--	--	--	--	--	--	--	--	--
Other Increases	--	--	--	--	--	--	--	--	--	--	--	--
Total Increase	--	--	--	--	--	--	--	--	--	--	--	--
Deduct												
Recycled Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Defective Transponders Under Warranty	--	--	--	--	--	--	--	--	--	--	--	--
Scrap Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Other Deductions												
Total Reduction	--	--	--	--	--	--	--	--	--	--	--	--
Physical Inventory Adjustments (+/-)	--	--	--	--	--	--	--	--	--	--	--	--
Ending Returned Transponders On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
SCRAP TRANSPONDERS												
Beginning Scrap Transponders On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
Add:												
Scrap Transponders	--	--	--	--	--	--	--	--	--	--	--	--

	--	--	--	--	--	--	--	--					
Hold to transponder vendor - Defective Transponders Under Warranty													
Other Increases													
Total Increase	--	--	--	--	--	--	--	--	--	--	--	--	--
Deduct													
Destroyed Transponders	--	--	--	--	--	--	--	--					
Sent to transponder vendor	--	--	--	--	--	--	--	--					
Other Deductions	--	--	--	--	--	--	--	--	--	--	--	--	--
Total Reduction	--	--	--	--	--	--	--	--	--	--	--	--	--
Physical Inventory Adjustments (+/-)	--	0	--	--	--	--	--	--	--	--	--	--	--
Ending Scrap Transponders On Hand at CSC	--												
Destination Breakdown													
To go Enviroserv for destruction	--	--	--	--	--	--	--	--	--	--	--	--	--
	--	--	--	--	--	--	--	--	--	--	--	--	--
To go to transponder vendor for evaluation and replacement													
	--	--	--	--	--	--	--	--	--	--	--	--	--
TRANSPONDERS AT transponder vendor													
Beginning Balance Transponders at transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--	--
	--	--	--	--	--	--	--	--	--	--	--	--	--
Transponders sent to transponder vendor during the month													
Transponders replaced and received from transponder vendor	--	--	--	--	--	--	--	--					
Transponders debited against shipments - sent to transponder vendor not under warranty and sent back by transponder vendor for destruction	--	--	--	--	--	--	--	--					
Transponders credited against shipments Agreement No. C-6-1365	--	--	--	--	--	--	--	--	--	--	--	--	--
Ending Balance Transponders at transponder vendor	--												

Note: Data has been redacted

Table C-14: Sample Transponder Inventory Report

Status	Jul Activity	<u>7/31/2018</u>	Aug Activity	<u>8/31/2018</u>	Sep Activity	<u>9/30/2018</u>	Oct Activity	<u>10/31/2018</u>	Nov Activity	<u>11/30/2018</u>	Dec Activity	<u>12/31/2018</u>	Jan Activity	<u>1/31/2019</u>
	Jul Activity	Jul-18	Aug Activity	Aug-18	Sep Activity	Sep-18	Oct Activity	Oct-18	Nov Activity	Nov-18	Dec Activity	Dec-18	Jan Activity	Jan-19
ASSN														
DISPOSED														
EXP														
INVN														
LOST														
MISS														
REPL														
RETN														
DMGD														
DEFC														
STOL														
LOSTCOLL														
Number of Transponders on Hand														
Orange Location														
Inventory Status														
Anaheim Location														
Inventory Status														
Corona														
Inventory Status														
Returned Status														
Assigned Status (Tag Rpt 9)														
Total Transponders on Hand														

Note: Data has been redacted.

Table C-15: Sample Summary of Findings (Transponders) Report

INVENTORY as of end-of-day Date _____

	Physical Count	Clipboard Log	Difference	% error	Transponder Log
New					
Recycle					
Return @ CSC					
Defective (W)					
Scrap/Destroy (no W)					
At other location At transponder vendor					

Note: Data has been redacted.

Table C-16: Sample Transponder Analysis Report

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19
Orange Location							
Inventory Status	--	--	--	--	--	--	--
Anaheim Location							
Inventory Status	--	--	--	--	--	--	--
Corona							
Inventory Status	--	--	--	--	--	--	--
Returned Status	--	--	--	--	--	--	--
Assigned Status (Tag Rpt 9)	--	--	--	--	--	--	--
Total Transponders on Hand	--	--	--	--	--	--	--
Contract # C-6-1365 (2016 to present)							
# of transponders purchased to date					--	--	--
Unit cost							
Subtotal							
Sales Tax****							
Total Cost							
Contract # C-1-2915 (2012 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax****							
Total Cost							
Contract # C-1-2915 (2012 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax****							
Total Cost							
Contract # C-1-2915 (2012 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax***							
Total Cost							
Contract # C-6-0802 (2007 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax***							
Total Cost							
Total Inventory Valuation - FIFO							

Note: Data has been redacted.

Table C-17: Sample RCTC Toll Credits Report

Trip Month	TOTAL		Congestion Credits		Toll Credits		Anniversary Credits	
	Count	Dismissed Amount	Count	Amount	Count	Amount	Count	Amount
201703								
201704								
201705								
201706								
201707								
201708								
201709								
201710								
201711								
201712								
201801								
201802								
201803								
201804								
201805								
201806								
201807								
201808								
201809								
201810								
201811								
201812								
201901								
TOTAL								

Note: Data has been redacted

Table C-18: Sample RCTC Violation Report

Month	Year	Total Txns	Total Tolls	Total Vio's	Vio Rate	Paid Count	Paid Rate	Customer Count	Customer Rate	Dismissed Count	Dismissed Rate	Open Count	Open Rate	NTEVCount	NDTEVCount
3	2017														
4	2017														
5	2017														
6	2017														
7	2017														
8	2017														
9	2017														
10	2017														
11	2017														
12	2017														
1	2018														
2	2018														
3	2018														
4	2018														
5	2018														
6	2018														
7	2018														
8	2018														
9	2018														
10	2018														
11	2018														
12	2018														
1	2019														

Note: Data has been redacted.

Table C-19: RCTC Violations Summary Report

Total										Dismissed													
Trip Month	Count	Total Outstanding	Count	Total Paid	Count	Total Paid/Dismissed	Count	Total Dismissed	Count	Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 2	COLL (LGBS) Count	Penalty 2	Total Dismissed	
201703										201703													
201704										201704													
201705										201705													
201706										201706													
201707										201707													
TOTAL										TOTAL													

Paid												
Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 2	COLL (LGBS) Count	Penalty 2	Total Paid
201703												
201704												
201705												
201706												
201707												
TOTAL												

Toll Paid/Penalty Dismissed												
Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 2	COLL (LGBS) Count	Penalty 2	Total Paid/Dismissed
201703												
201704												
201705												
201706												
201707												
TOTAL												

Outstanding												
Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 3	COLL (LGBS) Count	Penalty 3	Balance Due
201703												
201704												
201705												
201706												
201707												
TOTAL												

Note: Data has been redacted.

Table C-20: Sample Partial Paid/Dismissed Monthly Summary Report

Trip Month	91EL		TCA		LA Metro		Bay Area		South Bay		I-15		First Time Vio		Write Off < \$1.00		Total	
	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount
201703																		
201704																		
201705																		
201706																		
201707																		
201708																		
201709																		
201710																		
201711																		
201712																		
201801																		
201802																		
201803																		
201804																		
201805																		
201806																		
201807																		
201808																		
201809																		
201810																		
201811																		
201812																		
201901																		
Total																		
%																		

Note: Data has been redacted.

Table C-21: Sample Dismissals (by type) Monthly Summary Report

Trip Month	First Time Vio		ADMINCVDIS - Bad Image		ADMINDISMI - Bad Image		ADDRVAL - Cancel		ADMINCVDIS - Cancel		AFDVAL - Cancel		Out of Country		Rental		Sold		Stolen		Wrong Plate		SUSPENDVIO		MANUAL - INIT - INIT		CANCEL - INIT		Total	
	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount
201703																														
201704																														
201705																														
201706																														
201707																														
201708																														
201709																														
201710																														
201711																														
201712																														
201801																														
201802																														
201803																														
201804																														
201805																														
201806																														
201807																														
201808																														
201809																														
201810																														
201811																														
201812																														
201901																														
Total																														
%																														

Note: Data has been redacted.

Table C-22: Sample Service Center Performance Report

Service Center Performance Report

Start Date: 1/1/2019 12:00:00 AM
End Date: 1/31/2019 11:59:59 PM



Queue Name	Offered	Answered	Abandoned <= 20sec	Abandoned > 20sec	Returned to IVR	CSR Disc <=10 Secs	Abandoned Rate	Avg Talk Time hh:mm:ss	Avg Wait Time hh:mm:ss
------------	---------	----------	--------------------	-------------------	-----------------	--------------------	----------------	------------------------	------------------------

Customer Service

Existing Accounts

New Accounts

Violations

Totals:

Call Center Activity
 Answered

Total Calls

% of Total

Abandoned <= 20sec

Abandoned > 20sec

IVR Completed Calls

Returned to IVR

Total Calls

Table C-23: Sample Front Counter Service Monitoring Report

	Total Minutes	Total Customers	Total Time per Customer	Percent of Customers coming in for four weeks	Min Time	Max Time	Date of Max Time
Customer Service							
Existing Accounts							
New Accounts							
Violator							
Total							
Week 1 (6/11 - 6/15)							
Customer Service							
Existing Accounts							
New Accounts							
Violator							
Total							

Note: Data has been redacted.

Attachment D: Sample KPI Calculations

Table D-1: Sample BOS Performance Measure Scenario: KPI 1

Scenario	The BOS is not available for CSRs to access accounts when the call center is open for a total of three (3) hours in a month.
----------	--

Downtime Hours (Priority 1 event)	3
-----------------------------------	---

Total Penalty	\$2,500
---------------	----------------

		KPI 1
	Days	30
	Hours	24
	Minutes	60
	Total Minutes	43200
	Availability %	99.80%
	Total Available Minutes	43113.6
	Allowable Downtime Minutes	86.4
	Downtime Minutes	180
	Actual Availability %	99.58%
	Penalty Percentage	1.00%
	Monthly Invoice Amt	\$250,000
	Total Penalty	\$2,500

Table D-2: Sample BOS Performance Measure Scenario: KPI 3 and 4

Scenario	System update causes error with ETTM System-BOS interface that interrupts exchange of data and sending of scheduled files to the OCTA ETTM System and acknowledgements of files sent from the ETTM System.	
Number of Data/File Exchange Errors (ETTM)	10	
Number of Acknowledgement Errors (ETTM)	5	
Combined / Stacked Penalty	\$3,750	
	KPI 3	KPI 4
Total Errors	10	5
Penalty per Increment	\$250	\$250
Penalty	\$2,500	\$1,250

Table D-3: Sample Performance Measure Scenario: KPI 7

Scenario	On two separate occasions, BOS Software jobs are completed after the expected time. Jobs Process Event #1 is completed 90 minutes after the expected time and Jobs Process Event #2 is completed 45 minutes after the expected time.
----------	--

Number of Job Process events	2
Job Process Event #1 Delay (minutes)	90
Job Process Event #2 Delay (minutes)	45

Combined / Stacked Penalty	\$600
----------------------------	--------------

KPI 7	
Job Process Event #1 Penalty	\$250
Job Process Event #2 Penalty	\$250
Penalized Job Process Event #1 hours	1
Job Process Event #1 Delay Penalty	\$100
Penalized Job Process Event #2 hours	-
Job Process Event #2 Delay Penalty	\$0
Total Penalty	\$600

Table D-4: Sample BOS Performance Measure Scenario: KPI 9 and 10

Scenario	Customer contact information is unavailable for seven (7) Calendar Days which stops all customer correspondence (email, text, and USPS) until corrections are made to make contact information available.
----------	---

Number of Days without Notifications	7
--------------------------------------	---

Combined / Stacked Penalty	\$5,500
----------------------------	----------------

	KPI 9	KPI 10
Total Days without Notifications	7	7
Allowable delay without Penalty (hours)	0.25	NA
Allowable delay without Penalty (days)	NA	3
Penalty Increments (days)	7	4
Penalty per Increment (\$)	\$500	\$500
Penalty	\$3,500	\$2,000

Table D-5: Sample BOS Performance Measure Scenario: KPI 14 & 15

Scenario	Authority audit discovers two (2) instances where Contractor does not follow the Approved change management process and eight (8) BOS failures that were not accurately logged within PMMS.
----------	---

Number of Change Mgt Events	2
Number of BOS failures not logged	8

Combined / Stacked Penalty	\$12,000
----------------------------	-----------------

	KPI 14	KPI 15
Total Events	2	8
Penalty per Increment	\$5,000	\$250
Penalty	\$10,000	\$2,000

Table D-6: Sample BOS Performance Measure Scenario: KPI 16-19

Scenario	BOS failure occurs at noon. Contractor acknowledges failure at 3:00 PM, repairs Priority 1 failure at 5pm, Priority 2 failure at midnight, and Priority 3 failure seven (7) days following initial BOS failure.
----------	---

Acknowledgement Time (hours)	3
Time to Repair Priority 1 failure (hours)	5
Time to Repair Priority 2 failure (hours)	12
Time to Repair Priority 3 failure (days)	7

Combined / Stacked Penalty	\$3,500
----------------------------	----------------

KPI 16	
Hours to Acknowledge (Priority 1)	3
Allowed Hours to Acknowledge (Priority 1)	1
Penalty Increments (Priority 1)	1
Penalty per Increment (Priority 1)	\$1,000
Hours to Acknowledge (Priority 2)	3
Allowed Hours to Acknowledge (Priority 2)	4
Penalty Increments (Priority 2)	-
Penalty per Increment (Priority 2)	\$500
Hours to Acknowledge (Priority 3)	3
Allowed Hours to Acknowledge (Priority 3)	24
Penalty Increments (Priority 3)	-
Penalty per Increment (Priority 3)	\$250
Penalty	\$1,000

	KPI 17	KPI 18	KPI 19
Time to Repair (hours)	3	12	168
Time to Repair (days)	NA	NA	7
Allowed Time to Repair (hours)	4	24	NA
Allowed Time to Repair (days)	NA	NA	3
Hours of Delay	-	-	NA
Days of Delay	NA	NA	4
Penalty per Event	\$2,500	\$1,000	\$500
Penalty per Hour of Delay	\$200	\$100	NA
Penalty per Day of Delay	NA	NA	\$500
Penalty	-	-	\$2,500

Table D-7: Sample BOS Performance Measure Scenario: KPI 20-22

Scenario	Authority audit finds PCI data was exposed to unauthorized persons seven (7) Calendar Days ago. Contractor immediately notifies all affected customers and begins addressing PCI vulnerability. Contractor successfully implements, tests, and obtains approval of the fixes required five (5) weeks from the initial PCI vulnerability.
----------	--

Total days PII/PCI data exposed to unauthorized	7
Total days to contact customers of breach	7
Total days to remediate PII/PCI deficiencies	35

Combined / Stacked Penalty	\$192,500
----------------------------	------------------

KPI 20	
Number of security breach events	1
Total days PII/PCI data exposed to unauthorized	7
Unpenalized days till customer notification	1
Days PII/PCI data exposed to unauthorized	6
Penalty per Event & subsequent days of exposure	\$25,000
Penalty	\$175,000

KPI 21	
Number of Events	1
Total days to contact customers of breach	7
Unpenalized days to contact customers of breach	3
Days of delay	4
Penalty per Event	\$5,000
Penalty per day of delay	\$2,500
Penalty	\$15,000

KPI 22	
Total days to remediate PII/PCI deficiencies	35
Unpenalized days to remediate PII/PCI deficiencies	30
Days of delay	5
Penalty per day of delay	\$500
Penalty	\$2,500

Table D-8: Sample BOS Performance Measure Scenario: KPI 23-24

Scenario	Primary BOS failure occurs at noon impacting production data for 30 minutes. Full transfer of production to the DR site is achieved by 6:00pm.
----------	--

RPO (Minutes)	30
RTO (hours)	6

Combined / Stacked Penalty	\$7,000
----------------------------	----------------

KPI 23	
Number of RPO events	1
Total RPO minutes	30
Unpenalized RPO minutes	10
Penalized RPO minutes	20
Penalty per RPO Event	\$5,000
Penalty per increment	\$1,000
Penalty	\$7,000

KPI 24	
Number of RTO events	-
Total RTO hours	6
Unpenalized RTO hours	24
Penalized RTO hours	-
Penalty per RTO Event	\$5,000
Penalty per increment	\$250
Penalty	-

**Table D-9: Sample CSC Operations
 Calculation: Example 1**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Authority	0	0
Monthly Reconciliations	0	0
Customer Satisfaction	95.0%	0
Speed of Answer - Calls	2 days	6
Abandon Rate	0 days	0
Speed of Answer - Chat	0	0
Speed of Answer - Text	1 day	3
Speed of Answer - Email	1 day	3
First Contact Resolution	2 days	10
WIC Wait Time	0	0
Resolve Customer Cases - Timeliness	1 day	3
Resolve Customer Cases - Accuracy	99.75%	0
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	0	0
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	0 days	0
Processing of New Transponder Requests	1 day	3
Payment Processing	0 days	0
Research and Resolve Unidentified Payments	0 days	0
Process and Issue Refunds	0	0
Staff Turnover / Attrition	3%	0
		28
	Invoice	
	Penalty	0%

**Table D-10: Sample CSC
 Operations Calculation: Example 2**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Authority	0	0
Monthly Reconciliations	0	0
Customer Satisfaction	90.5%	0
Speed of Answer - Calls	6 days	18
Abandon Rate	2 days	6
Speed of Answer - Chat	3 days	9
Speed of Answer - Text	1 day	3
Speed of Answer - Email	2 days	6
First Contact Resolution	3 days	15
WIC Wait Time	3 days	9
Resolve Customer Cases - Timeliness	2 days	6
Resolve Customer Cases - Accuracy	99.10%	0
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	0	0
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	2 days	6
Processing of New Transponder Requests	3 days	9
Payment Processing	0 days	0
Research and Resolve Unidentified Payments	2 days	6
Process and Issue Refunds	2 days	6
Staff Turnover / Attrition	7%	10
		109
	Invoice	
	Penalty	2%

**Table D-11: Sample CSC
 Operations Calculation: Example 3**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Authority	1	3
Monthly Reconciliations	0	0
Customer Satisfaction	78.0%	30
Speed of Answer - Calls	10 days	30
Abandon Rate	7 days	21
Speed of Answer - Chat	5 days	15
Speed of Answer - Text	4 days	12
Speed of Answer - Email	4 days	12
First Contact Resolution	8 days	40
WIC Wait Time	5 days	15
Resolve Customer Cases - Timeliness	2 days	6
Resolve Customer Cases - Accuracy	98.90%	30
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	1	3
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	4 days	12
Processing of New Transponder Requests	6 days	18
Payment Processing	3 days	15
Research and Resolve Unidentified Payments	3 days	9
Process and Issue Refunds	2 days	6
Staff Turnover / Attrition	7%	10
		287
	Invoice	
	Penalty	12%

EXHIBIT C: PRELIMINARY MILESTONE SCHEDULE

(For Offerors to Use in Development of Project Implementation Schedule)

Preliminary Milestone Schedule

Major Milestone Description**	Projected Start*	Projected End*
Agreement Effective Date	Months from Agreement Effective Date	
Preliminary Project Planning	0	2
Project Management Plan Approved		
Baseline Implementation Schedule Approved		
Software Development Plan Approved		
Quality Assurance Plan Approved		
Facility Design	0	3
Facility Design Inputs Provided		
System Design and Development Meetings and Workshops	1	6
Business Rules Workshops Completed		
Software Walkthrough Meetings		
Reports Design Workshops Completed		
Performance Reporting Workshops Completed		
System Detailed Design Review Meetings and Workshops Completed		
Use Case Workshops Completed		
System Design and Development Documents***	4	10
Master Test Plan Approved		
Requirements Traceability Matrix Approved		
Business Rules Approved		
System Detailed Design Document Approved		
BOS and CSC Operations Documentation ***	6	14
Approval of all Remaining BOS and Operations Plans		
Testing and Installation	12	18
Unit Testing - Test Plan and Procedures Approved		
Unit Testing (75% first phase and 100% second phase) Approved		
System Integration Testing - Test Plan and Procedures Approved		
System Integration Testing Approved		
User Acceptance Testing - Test Plan and Procedures Approved		
User Acceptance Testing Approved		
Final Testing and Mobilization	16	23
Achieve Commencement or Ramp-up/Customer Services		
Approval of all Training Materials and Manuals		
Training Complete		

Onsite Installation and Commissioning - Test Plan and Procedures Approved		
Onsite System Installation and Commissioning Testing Approved		
Operational Readiness Demonstration Completed		
Go-Live****	24	
BOS Acceptance Testing	25	30
BOS Acceptance	30	

* Calendar Year

** Schedule dates shown are planned dates and are subject to change by the Authority.

*** Contractor's schedule shall allow for the preliminary submittals, and Authority's reviews as described in the Requirements.

**** Go-Live date may be adjusted as described in the Agreement, Article 7, D.

EXHIBIT D: PRICE PROPOSAL AND INSTRUCTIONS

PRICE PROPOSAL

REQUEST FOR PROPOSALS (RFP) 0-2690

PLEASE REFER TO THE ATTACHED PRICING SHEETS AND INSTRUCTIONS FOR GUIDANCE ON COMPLETING THE PRICING SHEETS.

THE ACKNOWLEDGMENT BELOW MUST BE SIGNED AND SUBMITTED WITH BOTH THE TECHNICAL AND PRICE PROPOSALS.

-
1. I acknowledge receipt of RFP No. 0-2690 and Addenda No.(s) _____
 2. This offer shall remain firm for _____ days from the date of Proposal
(Minimum 210)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

1. How to Complete the Pricing Sheets – General Instructions

Offerors shall complete the Price Proposal Forms in accordance with the following instructions:

1. Offerors shall submit their Price Proposals on the Price Proposal Forms included in this Exhibit D. Price Proposals shall be sealed and submitted separately from the Technical Proposal in the quantities and manner identified in Section 1 of the RFP.
2. The Price Proposal Forms shall constitute the full and complete Price Proposal for compensation for performance of the Contractor's Work. Offerors must complete the Price Proposal Forms in their entirety.
3. The Price Proposal includes summary sheets 1 - 6 and associated back-up sheets. The back-up sheets are labeled to identify the corresponding summary sheet; for example, Sheet 2-1 is a back-up sheet to Sheet 2. Back-up sheets are located immediately after their associated summary sheet. The sheets are as follows:
 - a. Project Cost Summary - Sheet 1
 - b. BOS Implementation Cost - Sheet 2 Series:
 - i. Sheet 2: Base Contract and Optional Items BOS Implementation Cost Summary
 - ii. Sheet 2-1: Back-up Base Contract and Optional Items BOS Implementation Cost Detail
 - iii. Sheet 2-2: Back-up BOS Implementation Cost Staff Rates and Hours
 - c. Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost - Sheet 3 Series:
 - i. Sheet 3: Base Contract and Optional Extensions, including Optional Items, BOS Administration, Maintenance and Support Services Cost Summary
 - ii. Sheet 3-1: Back-up Monthly Trip Fee Cost
 - iii. Sheet 3-1a: Back-up Monthly Trip Fee Year 1 Base Contract Monthly Direct Cost Detail
 - iv. Sheet 3-1b: Back-up Trip Fee Year 1 Base Contract Staff Rates and Hours
 - v. Sheet 3-2: Back-up Per Item Pricing
 - vi. Sheet 3-3: Back-up Annual ROV Lookup
 - d. Base Contract and Optional Extensions CSC Operations Cost - Sheet 4 Series:
 - i. Sheet 4: Base Contract and Optional Extensions CSC Operations Cost Summary
 - ii. Sheet 4-1: Back-up Base Contract and Optional Extensions CSC Operations Cost Monthly Variable Costs
 - iii. Sheet 4-2: Back-up CSC Operations Costs Year 1 Base Contract Monthly Schedule of Direct Cost

- iv. Sheet 4-3: Back-up CSC Operations Cost Year 1 Base Contract Staff Rates and Hours
 - e. Transition and Succession Cost Summary - Sheet 5 - Standalone Sheet-*no back-up*
 - f. Additional Services Rates Cost - Sheet 6 Series:
 - i. Sheet 6: Base Contract and Optional Extensions Additional Rate Services Cost Summary
 - ii. Sheet 6-1: Back-up Additional Services Rates
 - g. Base Contract and Optional Extensions Estimated Pass-Through Cost Summary - Sheet 7 - Standalone Sheet-*no back-up*
 - h. Milestone Payment Schedule - Sheet 8 - Standalone Sheet-*no back-up*
4. Offerors shall not fill in any grayed-out cells on the Price Proposal Forms, nor shall the Offeror make any other entry on or alteration to the Price Proposal Forms other than in accordance with these Price Proposal Instructions.
 5. The Authority may waive or correct any error appearing in the Offeror's completed Price Proposal Forms if the correct amount can be clearly ascertained from the information provided; however, the Authority is under no obligation to do so. The Authority reserves the right to reject Price Proposals that are not completed in accordance with the instructions set forth herein. In the event of an inconsistency between the amount stated in numbers and the amount stated in written words, the amount stated in written words will control. In the event of a mathematical miscalculation, the correct sum will control.
 6. All elements of the Price Proposal must be completed. If zero (0) quantities are included in the Proposal, do not enter anything and a zero (0) is assumed. In addition, all items identified by the Authority in the price sheets will be assumed to be included in the Offeror's submitted Price Proposal and shall be considered to be compliant to (e.g., inclusive of all Requirements) Exhibit B, Scope of Work and Requirements.
 7. The Price Proposal shall be inclusive of all costs, including (without limitation) all Contractor management, administrative and support labor costs, as well as all direct costs associated with BOS. The total price shall include (without limitation) all overhead, burden, profit, taxes, duties, fees, warranties, Equipment, supplies, Software, parts and materials, Contractor-acquired permits, licenses, and all other items necessary to meet the Contractor contractual requirements associated with the BOS and necessary to meet the all requirements of the Project as described in the RFP, including, but not limited to Exhibit B, Scope of Work and Requirements.
 8. All labor rates provided are to include overhead, burden and profit ("Loaded Labor Rate").
 9. No price escalation will be allowed above the costs provided on the Price Proposal Forms to complete the Work, except as specifically identified herein.
 10. The electronic copies of the Price Proposal Form are password protected. Only those cells in which Offerors may enter data are unlocked for Offerors to enter data. Offerors shall not unlock or otherwise alter the spreadsheets.
 11. On most sheets, there are formulas that are automatically calculated based on data entered from elsewhere in the sheet or work book. Font and background colors are used to differentiate different types of input/cells as follows:

- Black font – Indicates the cell cannot be altered by Offeror.
 - Light red background with red font – Indicates the Offeror must enter data for all non-zero data. All such cells must be completed accordingly.
 - Light yellow background – Indicates optional text input allowed, if Offeror needs to provide additional detail.
 - Light yellow background with red font – Indicates Offeror must enter data for any applicable item.
 - Light green background – Indicates that data has been entered into the cell by the Offeror. Light red and light yellow background will change to light green when any non-zero data is entered. The background for any cells where the Offeror enters zero (0) will not change colors in this manner.
 - Grayed-out cells – Offerors shall not fill in or alter any grayed-out cells under any circumstances.
12. For the purposes of determining the amount of the performance and payment bonds, Offeror should do the following:
- Implementation Phase: Use the BOS Implementation Costs shown on Sheet 1 Project Cost Summary (Cell C5).
 - Operations and Maintenance Phase: A table has been provided on Sheet 4 that automatically calculates the amounts to be bonded for each year based on Offeror's Price Proposal. The Projected Bonds Amounts presented include the value of both Operations and Maintenance.
 - Note that the bonded amount shall exclude the estimated value of pass-through costs which should not be included in the bonded amount.
13. While the Authority has made every effort to ensure the Price Proposal Forms contain accurate formulas and calculation, Offerors are required to independently verify that formulas and calculations are being performed correctly.
14. An officer of the Offeror who is authorized to bind the Offeror to the Contract or an individual otherwise authorized in writing by an officer of the Offeror must sign; date; enter the authorized officer's name, title, address and phone number; and enter the price written out in words for Sheet 1 Project Cost Summary in the appropriate place as identified.

2. How to Complete Each Pricing Sheet – Detailed Instructions

2.1. Project Summary – Sheet 1

The Offeror's price for the Total Base Contract and Optional Extensions Project Costs shall be the aggregate of all costs (excluding pass-through costs) included in Project Summary Sheet 1. Sheet 1 Project Summary will automatically summarize the costs and pricing detailed in Sheet 2 BOS Implementation Cost Summary, Sheet 3 Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost Summary Sheet 4 Base Contract and Optional Extensions CSC Operations Cost Summary, Sheet 5 End of Contract Succession and Transition Cost Summary, Sheet 6 Base Contract and Optional Extensions

Additional Rate Services Cost Summary, and Sheet 7 Base Contract and Optional Extensions Estimated Pass-Through Cost Summary.

Estimated Pass-Through Costs presented on Sheet 1 are provided for Authority's budgeting purposes only and do not represent actual costs to be invoiced by the Contractor.

2.2. BOS Implementation Cost Summary - Sheets 2, 2-1 and 2-2

The Offeror's total price for the BOS Implementation Cost Summary shall be the aggregate of all costs included in Sheet 2 BOS Implementation Cost Summary. Sheet 2 covers all costs associated with the implementation of the BOS.

To complete Sheets 2, 2-1 and 2-2 do the following:

1. Begin with Sheet 2-1. This sheet provides the back-up Base Contract, including Optional Items, BOS Implementation Cost detail. In the description of items columns (A/B), a number of pre-populated cost categories are included. The Offeror should enter additional detail in the rows under each cost category, using as many rows as needed. If there is a category that is not pre-populated enter that category under the "Other" category. Starting in column (C), enter the number of units or months for each Implementation price component (e.g., use "4" to represent four units of an item or "1" to represent a lump sum). In column (D) enter the unit cost. Total unit costs will be calculated automatically in column (E). In column (F), enter the labor costs associated with each of the price components. The costs for each sub-component (the sum of columns (E) and (F)) will then automatically be calculated in column (G) and the sum of all lines for each category will automatically be sub-totaled. A total for the sheet will be calculated at the bottom of the sheet.
2. Next, move down sheet 2-1 and complete the same information for the Optional Items categories. The costs for each sub-component (the sum of columns (E) and (F)) will then automatically be calculated in column (G) and the sum of all lines for each category will automatically be sub-totaled.
3. Sheet 2 is automatically populated from Sheet 2-1.
4. Move to Sheet 2-2. This sheet provides the back-up BOS Implementation Costs for staffing, including rates and hours. Enter names for each of the positions at the top of the list (highlighted in light red) identified as Key Team Personnel position on the project. Next, enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
5. Next, move down sheet 2-2 and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated categories above.
6. The total loaded labor dollars will be automatically calculated in column (F) for each staff person and labor category and a grand total will be calculated. *This labor dollar grand total must match the total labor dollars total on Sheet 2-1.* A labor check cell is provided on sheet 2-1 to assist Offerors with verifying that the two (2) labor totals are equal.

2.3. Base Contract and Optional Extensions, including Optional Items BOS Administration, Maintenance and Support Services Cost Summary - Sheets 3, 3-1, 3-1a, 3-1b, 3-2 and 3-3

The Offeror's total price for Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost shall be the aggregate of all costs included in Sheet 3.

To complete Sheets 3, 3-1, 3-1a, 3-1b, 3-2, and 3-3 do the following:

1. Begin with Sheet 3-1. In the Monthly Trip Fee Cost (Based on Assumed Volumes) worksheet for the Base Contract and Optional Extensions, including Optional Items.
 - a. The Contractor shall be paid a monthly fixed fee based on the actual total volume of trips processed for the month. Only trips generated on the 405 Express Lanes and provided to the BOS by the OCTA I-405 ETTM System Contractor shall be used in calculating the monthly fixed fee.
 - b. Enter trip "from/to" values for three (3) tiers of volumes (Level 1 through 3) that represent Offeror's volume pricing break points associated with Total Trips Processed. The tiers cover an overall range of up to a maximum number of Total Trips per month.
 - c. Next, enter the lump sum monthly fee associated with each of the three (3) levels for the Base Contract (Maintenance Years 1-6) and Optional Extensions (Maintenance Years 7-11). The fee amounts entered represent the monthly payment that the Offeror will receive if the actual total volume of trips falls within that tier level. Fees are not cumulative in that the Contractor will be only paid based on which level the Total Trips Processed fall into.
 - d. Next, enter the lump sum monthly fee associated with each of the two (2) Optional Items for the Base Contract (Maintenance Years 1-6) and Optional Extensions (Maintenance Years 7-11). The fee amounts entered represent the monthly incremental increase that the Offeror will receive if the Optional Item is selected.
 - e. Moving down the sheet note that the next two tables, Monthly Assumed Trip Volumes for Evaluation Purposes and Monthly Trip Fee Cost Based on Assumed Trip Volumes for Evaluation Purposes, do not require any entries by the Offerors. This sheet applies Offerors' volume pricing to assumed monthly volumes of Total Trips Processed established by the Authority for evaluation purposes only. There are no guaranteed trip volumes for any given year or month.
 - f. Sheet 3 is automatically populated from Sheet 3-1.
2. Move to Sheet 3-1a. This sheet provides back-up information on the breakdown of the monthly fee-based Maintenance costs entered on Sheet 3-1, based on the assumed trip volumes shown in Sheet 3-1. Costs shall be provided for Year 1 only. Do not include peripheral costs or any facility costs associated with CSC Operations cost which are to be included in Sheet 4. In the description of items column (A), a number of pre-populated cost categories and sub-categories are included. The Offeror may enter additional detail in the rows under each cost category, using as many rows as needed. Starting in column (B), enter the number of units or months for each price component (e.g., use "4" to represent four units of an item or "1" to represent a lump sum). The costs for each sub-component will then automatically be calculated in column (D) and the sum of all lines for each component will automatically be sub-totaled. A total for the sheet will be calculated at the bottom of the sheet.

3. Move to Sheet 3-1b. This sheet provides the trip fee back-up Year 1 Base Contract Maintenance Cost for staffing rates and hours. Enter names for each of the positions at the top of the list identified as Key Team Personnel positions on the project. Then enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
4. Next, move down sheet 3-1b and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated position categories above.
5. The total monthly labor cost (Sheet 3-1b total divided by 12) plus the total monthly direct cost (Sheet 3-1a) will be automatically calculated and will populate the Year 1 Monthly Cost Check cell on Sheet 3-1. The monthly grand total must match the total direct cost and labor dollars total on Sheet 3-1. A cost check cell is provided on the bottom of the sheet to assist Offerors with verifying that the two (2) totals are equal.
6. Move to Sheet 3-2. In the Printing and Handling Notifications Section, the Offeror shall enter the per piece costs for each of the types of printing and handling listed for the Base Contract and Optional Extension period. Pricing shall include all costs for delivery of the mail to the post office, all presort costs, NCOA related costs, all commercial permits, inserting, stuffing, assembling the mailing, etc. The costs entered will be multiplied by the annual volumes which have been provided by the Authority for evaluation purposes only. There are no guaranteed per item volumes for any given year or month.
7. Total Annual Per Item Pricing will be calculated automatically at the bottom of the sheet. Sheet 3 is automatically populated from Sheet 3-2.
8. Move to Sheet 3-3. This sheet provides the Annual ROV Lookup (Blended Rate Per Successful ROV Lookup, Based on Assumed Volumes) evaluation cost. A Successful ROV lookup is defined as receiving an address capable of receiving USPS mail. The Offeror shall provide the blended rate unit price for Successful ROV Lookups for each year. The Contractor shall be paid for Successful ROV Lookups only. The blended rate shall take into account that the Contractor shall not be reimbursed for the cost of lookups for any jurisdiction where a no-cost lookup is provided for via an agreement between the Authority and the jurisdiction (for example, California). The volumes provided are for budgeting and price evaluation purposes only and are not guaranteed. The blended rate provided shall be fixed, and the rate is not subject to volume adjustments.
9. Total Annual Evaluation Cost will be automatically calculated. Sheet 3 is automatically populated from Sheet 3-3

2.4. Base Contract and Optional Extensions CSC Operations Cost Summary - Sheets 4, 4-1, 4-2, and 4-3

The Offeror's total price for Base Contract and Optional Extensions CSC Operations Cost shall be the aggregate of all costs included in Sheet 4.

Offerors shall input per-item unit costs for each of the operations cost categories as follows:

- Per Active Account per month – Includes all Active Accounts with at least one financial transaction within the last six months. For example, research by the CSR or the opening or resolution of a Case do not qualify an account as Active.

- For all account correspondence, Notices of Toll Evasion Violations, Initial CSC Operations Collections Attempts, and Invoices (Optional Item), Offeror costs shall exclude postage and skip tracing fees, which would be paid for as pass-through costs (see Section 2.8). Offeror costs shall also exclude mail handling fees, which would be paid for as per-item costs (see Section 2.3).
 - Per Notice of Toll Evasion Violation mailed – Includes all Notice of Toll Evasion Violation generated and successfully mailed during the applicable month, regardless of whether or not a Notice of Delinquent Toll Evasion Violation is mailed. No additional CSC Operations payment will be made for Notices of Delinquent Toll Evasion Violation mailed.
 - Per Initial CSC Operations Collections Attempt (prior to a Collections Placement) – Per pre-Collections Placement and includes all Initial CSC Operations Collections Notices generated and successfully mailed and/or outbound calls placed (based on DMV and/or skip-trace information) during the applicable months and based on the Offeror’s approach described in the Contractor’s proposal.
 - Per Invoice mailed (Optional Item) – Includes all Invoices and Notices of Toll Evasion Violation generated and successfully mailed during the applicable month. The Offeror’s cost per Invoice shall be the incremental cost (increase, decrease, or net zero change) to manage the mailing of Invoices as part of the Violation Notice process.
- Per Hearing – Includes the cost of providing an Administrative Hearing Officer for each Administrative Hearing conducted or not cancelled by the prior Business Day.

Offerors should apply pricing in a manner that is reflective of the Offeror’s actual costs related to that cost category. The Authority does not plan to invoice; however, costs will be captured for a possible future change in toll policy.

To complete Sheets 4, 4-1, 4-2, and 4-3 do the following:

1. Begin with Sheet 4-1. The sheet contains four (4) Monthly Variable Fees types and levels for each year for Active Accounts, Notices of Toll Evasion Violation, Initial Collections Notices, and Invoices (Optional Item). The cells for category type and the monthly evaluation number of units (for evaluation purposes) for each category have already been populated by the Authority and should not be altered or deleted. The Authority does not guarantee that the evaluation quantities shown will be the actual quantities that occur during the Operations Phase.
2. In columns (D) and (E) provide proposed minimum and maximum volumes for each tier for each of the three categories. The Contractor will be compensated for each category based on the actual volumes experienced during the month and the levels in which those volumes fall. Note that the Level 1 volume begins with 1 transaction already entered in for each of the categories and a maximum value for Level 3 is also provided.
3. Next, enter the proposed unit cost for each category type and level for each year. Resulting Monthly Fees are *cumulative* in that the Contractor shall be paid for the volumes that fall within each of the monthly categories at the unit prices proposed for that level. For example, if the total volumes are at or below the Level 1 maximum established by the Contractor, the Contractor shall only be paid based on Level 1 pricing. Alternatively, if total volumes fall within the Level 3 range, the Contractor shall be paid based on the actual volumes that fall within each of the three levels.
4. Moving down the sheet, enter the Per Hearing cost.

5. The Total Monthly Cost for each category/level where applicable, excluding Optional Items, will then automatically calculate based on evaluation volumes and the total monthly cost summary will be shown in the appropriate line item on Sheet 4.
6. Move to Sheet 4-2, which provides for other direct cost (non-labor) back-up information for Sheet 4-1. Sheet 4-2 provides the monthly back-up details *for Year 1 only*. There are three cost categories with cost items provided under each category. Enter monthly unit quantities and unit costs for the identified cost item. If the item is provided as a lump sum the quantity should be entered as 1. Space is also provided for the Offeror to enter additional cost items. Total monthly unit costs and total direct costs for each sub-category will then automatically calculate and summarized.
7. Sheet 4-3 provides labor back-up information for Sheet 4-1 *for Year 1 only*. Enter names for each of the positions at the top of the list identified as Key Team Personnel positions on the project. Then enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
8. Next, move down sheet 4-3 and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated position categories above.
9. The total labor dollars will be calculated and shown under column (F) for each staff person and labor category and a grand total will be calculated.

NOTE: The total amounts from Sheet 4-2 and Sheet 4-3 (annual cost divided by 12 months) shall equal Sheet 4-1 Sub-total for Year 1 Base Contract Monthly Variable CSC Operations Cost. A Year 1 monthly cost check cell is provided on Sheet 4-1 to assist Offerors with verifying that the two totals are equal.

10. The annual costs for each price element on Sheet 4 will automatically be calculated.
11. The Projected Bond Amounts table included on Sheet 4 is provided for Offeror to determine the O&M performance bond value that will be the basis for costs to be entered on Sheet 3-1a and Sheet 4-2. Offeror should allocate the respective proportional cost of the O&M bond to Maintenance on Sheet 3-1a and Operations on Sheet 4-2.

2.5. Transition and Succession Cost Summary – Sheet 5

The Offeror's total price for Transition and Succession Costs shall be the aggregate of all costs included in Sheet 5. Sheet 5 covers all costs to be paid by the Authority for end of contract Transition and Succession requirements identified in Exhibit B Scope of Work and Requirements.

To complete Sheet 5 do the following:

1. Provide a cost for each End of Contract Succession and Transition component identified in column (B). The Offeror may add items below the components listed as needed, including as much detail as space allows. Starting in column (C), enter the number of units for each component (e.g., use "4" to represent 4 units of an item or "1" to represent a lump sum). In column (D) enter the unit cost. Include all non-labor costs required for each price component. Total unit costs will be calculated automatically in column (E).
2. In column (F), enter the labor hours associated with each of the Transition required positions. In column (G) enter the specific Operations and Maintenance year 6 loaded labor rate, including burden and profit. Total labor costs will be calculated automatically in column (H). The costs for

each component (the sum of columns (E) and (H)) will then automatically be calculated in each line in column (I), with the sum of all lines for this sheet automatically calculated and totaled in the bottom row. If Transition occurs after Operations and Maintenance year 5 (i.e., during Operations and Maintenance option term years) adjustment to the price shall be made in accordance with Section 2.9.

3. The total costs will automatically be shown in the appropriate line item on Sheet 1 Project Summary.

2.6. Additional Services Rates - Sheets 6 and 6-1

The Offeror's total price for Base Contract (Operations and Maintenance Years 1-6) and Optional Extensions (Operations and Maintenance Years 7-11) for Additional Services shall be the aggregate of all costs included in Sheet 6.

To complete Sheets 6 and 6-1 do the following:

1. The Offeror's shall provide 2022 fully loaded hourly labor rates, including burden and profit, for the staff shown in Sheet 6-1. All changes to the Contract involving labor shall use the hourly labor rates provided by the Offeror in this table for the Implementation Phase and for each year of Operations and Maintenance (Years 1-11).
2. For changes during the Implementation Phase the labor rates shown for 2022 shall apply with no escalation regardless of the point in Implementation.
3. For changes in the Operations and Maintenance Phase the labor rates shown will be escalated from 2022 using the CPI as further described in Section 2.9.
4. Hours are entered on Sheet 6-1 for evaluation purposes only. These are estimates and are not a guarantee of Work.
5. An annual labor rate escalation percentage of 3% has been included for evaluation purposes only for Operations and Maintenance Years 1-11. Actual hourly labor rates beginning in Year 1 of Operations and Maintenance shall be adjusted based on changes to the CPI as provided in Section 2.9 below.
6. The total loaded labor evaluation dollars will be automatically calculated for each staff position and labor category and an annual total will be calculated.
7. Sheet 6 is automatically populated from Sheet 6-1. The annual cost for Total Additional Services will then automatically be calculated.

2.7. Pass-Through Costs - Sheet 7

The Contractor will be allowed to expense some cost items as pass-through costs. The Authority have included annual estimated pass-through costs in Sheet 7, Base Contract and Optional Extensions Estimated Pass-Through and Cost Summary for all Offerors. These estimates do not imply actual costs to be invoiced by the Contractor, but rather are for the Authority's budgeting purposes only. The pass-through costs shall be paid based on actual costs incurred by the Contractor and pre-Approved by the Authority and invoiced without markup. The allowable pass-through costs are detailed in the Scope of Services.

2.8. Milestone Payment Schedule – Sheet 8

The Milestone Payment Schedule sheet applies the total proposed BOS Implementation Phase cost to the actual payment milestones. The sheet takes the Offeror's BOS Implementation price shown on Sheet 2 and multiplies it by the percentage associated with each payment milestone. The result is a dollar amount to be paid for each milestone based on the actual Proposal.

2.9. CPI Actual Cost Adjustments

Prices for Transition and Succession Cost (Sheet 5) described above in Section 2.5, and Additional Services Rates (Sheet 6-1) described above in Section 2.6, may be adjusted up or down from the Proposal pricing using the following Bureau of Labor Statistics' Employment Cost (CPI) index:

CPI: CUUR0400SA0 Consumer Price Index - All Urban Consumers; West Urban All Items

NOTE: The above index names and numbers were obtained from the Bureau of Labor Statistics (BLS) and were current as of the date this RFP was written. In the event that the BLS updates an index name or number, the Authority shall consult the BLS web site to determine the new name and number of the index. More information about these indices can be found on the U.S. Bureau of Labor's website: <http://www.bls.gov/ppi/> and <http://www.bls.gov/ncs/ect>.

Adjustments will be made as follows:

1. For the Additional Services (Sheet 6-1), the annual adjustment shall be the change in the index for the latest previous 12-month period available at the time of the anniversary date of Operations and Maintenance, up to a maximum change of three (3%) percent, subject to the following:
 - The first applicable year of cost adjustment shall be year 1 of Operations and Maintenance. Cost adjustment shall be made based on the index change that occurs from the month/year of NTP to the commencement of year 1 of Operations and Maintenance up to a maximum change of three (3%) percent, regardless of the duration of time between NTP and the start of Operations and Maintenance.
 - Annual adjustment to rates subsequent to year 1 of Operations and Maintenance shall be made on the anniversary date of the Operations and Maintenance Phase, based for the previous 12-month period available.
2. For end of Contract Transition and Succession (Sheet 5), CPI applies only if End of Contract occurs after year 6 of Operations and Maintenance (i.e., during the Operations and Maintenance optional extensions period). The basis for the adjustment shall be the change in the CPI for the latest previous 12-month period available at the time of the anniversary date of Operations and Maintenance from year 6 (e.g., using year 6 CPI as the base) to the year in which the Contract Transition occurs, up to a maximum change of three (3%) percent for each year.
3. The following is an example of how the index change will be measured (as provided by the Bureau of Labor Statistics):

Table 1: CPI Change Calculation Example*

	CPI
Current Period Index	267.370
Previous Period Index	260.994
Index Point Change*	6.376
Divided by Previous Period Index	6.376/260.994
CPI Percent Change*	2.44%*
<i>*Note-capped at 3% per year</i>	
Source: BLS CPI Math Calculation	

Sheet 1
Project Cost Summary

DESCRIPTION OF SERVICES	TOTAL COST (\$)
BASE CONTRACT	
BOS Implementation Costs (Sheet 2)	\$ -
BOS Administration, Maintenance and Support Services Costs (Maintenance Years 1-6) (Sheet 3)	\$ -
CSC Operations Costs (Operations Years 1-6) (Sheet 4)	\$ -
Transition and Succession Costs (Sheet 5)	\$ -
Additional Services - (O&M Years 1-6) (Sheet 6)	\$ -
Total Base Contract	\$ -
OPTIONAL EXTENSIONS	
Option Term 1 - BOS Administration, Maintenance and Support Services Costs (Maintenance Years 7-9) (Sheet 3)	\$ -
Option Term 1 - CSC Operations Costs (Operations Years 7-9) (Sheet 4)	\$ -
Option Term 1 - Additional Services (O&M Years 7-9) (Sheet 6)	\$ -
Total Option Term 1 Cost (O&M Years 7-9)	\$ -
Option Term 2 - BOS Administration, Maintenance and Support Services Costs (Maintenance Years 10-11) (Sheet 3)	\$ -
Option Term 2 - CSC Operations Costs (Operations Years 10-11) (Sheet 4)	\$ -
Option Term 2 - Additional Services (O&M Years 10-11) (Sheet 6)	\$ -
Total Option Term 2 Cost (O&M Years 10-11)	\$ -
Total Optional Extensions (Years 7-11)	\$ -
Total Base Contract and Optional Extensions Cost	\$ -
PASS-THROUGH COSTS	
Pass-Through Costs - (O&M Years 1-6) (Sheet 7)	\$ 28,366,446
Pass-Through Costs - (O&M Years 7-9) (Sheet 7)	\$ 14,479,915
Pass-Through Costs - (O&M Years 10-11) (Sheet 7)	\$ 10,537,483
Total Pass-Through Costs	\$ 53,383,844

Dollars

Officer Signature
Typed Name, Title, Address and Phone Number

Date

Sheet 2

**Base Contract and Optional Items
BOS Implementation Cost Summary**

Item #	Description	Unit	Total Cost (\$)
BASE CONTRACT			
1	Project Mobilization	LS	\$ -
2	Project Management	LS	\$ -
3	BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation	LS	\$ -
4	CSC Operations Desktop Environments, including Installation	LS	\$ -
5	CSC Operations Office Equipment, including Installation	LS	\$ -
6	Telephony Systems, Customer Contact Center, IVR and ACD Systems	LS	\$ -
7	Network, including Installation	LS	\$ -
8	Third Party Software Licenses	LS	\$ -
9	Custom Software Development	LS	\$ -
10	Perpetual Contractor BOS Software License beyond Contract Term (cost if any)	LS	\$ -
11	BOS Design	LS	\$ -
12	BOS Documentation	LS	\$ -
13	BOS Testing	LS	\$ -
14	Training	LS	\$ -
15	New I-405 CSC Facility Design and Operations Mobilization	LS	\$ -
16	CSC Operations Design, Documentation and Readiness Testing	LS	\$ -
17	Insurance and Bonding Implementation Period	LS	\$ -
18	Other	LS	\$ -
Total BOS Implementation Cost			\$ -
OPTIONAL ITEMS			
19	Self-Service Mobile Application	LS	\$ -
20	Data Warehouse and Data Analytics/Business Intelligence	LS	\$ -

**Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail**

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
BASE CONTRACT						
1	Project Mobilization					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Project Mobilization			\$ -	\$ -	\$ -
2	Project Management					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Project Management			\$ -	\$ -	\$ -
3	BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation			\$ -	\$ -	\$ -
4	CSC Operations Desktop Environments, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Desktop Environments, including Installation			\$ -	\$ -	\$ -
5	CSC Operations Office Equipment, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Office Equipment, including Installation			\$ -	\$ -	\$ -
6	Telephony Systems, Customer Contact Center, IVR and ACD Systems					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Telephony Systems, Customer Contact Center, IVR and ACD Systems			\$ -	\$ -	\$ -
7	Network, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Network, including Installation			\$ -	\$ -	\$ -

**Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail**

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
8	Third Party Software Licenses					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Third Party Software Licenses			\$ -	\$ -	\$ -
9	Custom Software Development					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Custom Software Development			\$ -	\$ -	\$ -
10	Perpetual Contractor BOS Software License beyond Contract Term (cost if any)					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Perpetual Contractor BOS Software License beyond Contract Term			\$ -	\$ -	\$ -
11	BOS Design					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Design			\$ -	\$ -	\$ -
12	BOS Documentation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Documentation			\$ -	\$ -	\$ -
13	BOS Testing					
	Unit Testing	0	\$ -	\$ -	\$ -	\$ -
	System Integration Testing	0	\$ -	\$ -	\$ -	\$ -
	User Acceptance Testing	0	\$ -	\$ -	\$ -	\$ -
	Regression Testing	0	\$ -	\$ -	\$ -	\$ -
	Onsite Installation and Commissioning Testing, Data Migration, Transition and Go-Live	0	\$ -	\$ -	\$ -	\$ -
	Operational and Acceptance Testing	0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Testing			\$ -	\$ -	\$ -
14	Training					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Training			\$ -	\$ -	\$ -

**Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail**

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
15	New I-405 CSC Facility Design and Operations Mobilization					
	I-405 CSC Facility Design	0	\$ -	\$ -	\$ -	\$ -
	Mobilization and Ramp-up/Customer Services	0	\$ -	\$ -	\$ -	\$ -
	Operational Readiness Demonstration	0	\$ -	\$ -	\$ -	\$ -
	Operational Prior to Go-Live	0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total New I-405 CSC Facility Design and Operations Mobilization			\$ -	\$ -	\$ -
16	CSC Operations Design, Documentation and Readiness Testing					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Design, Documentation and Readiness Testing			\$ -	\$ -	\$ -
17	Insurance and Bonding Implementation Period					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Insurance and Bonding Implementation Period			\$ -	\$ -	\$ -
18	Other					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Other			\$ -	\$ -	\$ -
	Total BOS Implementation Cost			\$ -	\$ -	\$ -
Labor Check - Total Cell F151 Should Equal Sheet 2-2 Cell F74.					\$ -	
OPTIONAL ITEMS						
19	Self-Service Mobile Application					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Self-Service Mobile Application			\$ -	\$ -	\$ -
20	Data Warehouse and Data Analytics/Business Intelligence					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Data Warehouse and Data Analytics/Business Intelligence			\$ -	\$ -	\$ -

All hardware/software provided under this Contract should be included in these costs.

**Sheet 2-2 Back-up
BOS Implementation Cost Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES		
			Loaded Labor Rate (\$)	Hours	Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Implementation Phase)	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -
4		Quality Assurance Manager	\$ -	0	\$ -
5		Software Development Manager	\$ -	0	\$ -
6		Technology Manager	\$ -	0	\$ -
7		Mobilization and Facility Coordination Manager	\$ -	0	\$ -
8		On-site Installation Manager	\$ -	0	\$ -
9		On-site Technology and Support Manager	\$ -	0	\$ -
10		CSC Operations Manager	\$ -	0	\$ -
11		Violations Processing Manager	\$ -	0	\$ -
12		Finance Manager	\$ -	0	\$ -
13		Administrative Support	\$ -	0	\$ -
14		BOS Trainer	\$ -	0	\$ -
15		Business Analyst	\$ -	0	\$ -
16		CSC Correspondence Representative	\$ -	0	\$ -
17		CSC Financial Reconciliation	\$ -	0	\$ -
18		CSC Mailroom Clerk	\$ -	0	\$ -
19		CSC Payment Processor	\$ -	0	\$ -
20		CSC Supervisor	\$ -	0	\$ -
21		CSC Tag Inventory Clerk	\$ -	0	\$ -
22		CSC Trainer	\$ -	0	\$ -
23		CSR I	\$ -	0	\$ -
24		CSR II	\$ -	0	\$ -
25		CSR III	\$ -	0	\$ -
26		CSR Walk-in	\$ -	0	\$ -
27		Data Analytics Specialist	\$ -	0	\$ -
28		Database Administrator I	\$ -	0	\$ -
29		Database Administrator II	\$ -	0	\$ -
30		Database Developer I	\$ -	0	\$ -
31		Database Developer II	\$ -	0	\$ -
32		Documentation Specialist I	\$ -	0	\$ -
33		Documentation Specialist II	\$ -	0	\$ -
34		Help Desk Staff I	\$ -	0	\$ -
35		Help Desk Staff II	\$ -	0	\$ -
36		Human Resources Manager	\$ -	0	\$ -
37		Network Administrator I	\$ -	0	\$ -
38		Network Administrator II	\$ -	0	\$ -
39		On-site Desktop Support I	\$ -	0	\$ -
40		On-site Desktop Support II	\$ -	0	\$ -
41		Scheduler	\$ -	0	\$ -
42		Software Architect/Engineer	\$ -	0	\$ -
43		Software Developer I	\$ -	0	\$ -
44		Software Developer II	\$ -	0	\$ -
45		Software Developer III	\$ -	0	\$ -
46		Software Tester I	\$ -	0	\$ -
47		Software Tester II	\$ -	0	\$ -
48		System Administrator I	\$ -	0	\$ -
49		System Administrator II	\$ -	0	\$ -
50		System Security Specialist	\$ -	0	\$ -
51		Systems Architect/Engineer	\$ -	0	\$ -
52		Test Manager	\$ -	0	\$ -
53		Training Manager	\$ -	0	\$ -
54			\$ -	0	\$ -
55			\$ -	0	\$ -

**Sheet 2-2 Back-up
BOS Implementation Cost Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES		
			Loaded Labor Rate (\$)	Hours	Total Loaded Labor Cost (\$)
56			\$ -	0	\$ -
57			\$ -	0	\$ -
58			\$ -	0	\$ -
59			\$ -	0	\$ -
60			\$ -	0	\$ -
61			\$ -	0	\$ -
62			\$ -	0	\$ -
63			\$ -	0	\$ -
64			\$ -	0	\$ -
65			\$ -	0	\$ -
66			\$ -	0	\$ -
67			\$ -	0	\$ -
68			\$ -	0	\$ -
69			\$ -	0	\$ -
70			\$ -	0	\$ -
	Total Labor Cost				\$ -

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

Sheet 3

**Base Contract and Optional Extensions, including Optional Items
BOS Administration, Maintenance and Support Services Cost Summary (Based on Assumed Volumes)**

Item #	Description of Maintenance Cost Item	ANNUAL TRIP VOLUME FEE (\$) (Sheet 3-1)	ANNUAL PER PIECE ITEMS COST (\$) (Sheet 3-2)	ANNUAL ROV LOOKUP COST (\$) (Sheet 3-3)	TOTAL (\$)	OPTIONAL ITEMS ANNUAL INCREMENTAL INCREASE (\$) (Sheet 3-1)
BASE CONTRACT						
1	Year 1 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
2	Year 2 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
3	Year 3 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
4	Year 4 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
5	Year 5 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
7	Year 6 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Base Contract Cost (Maintenance Years 1-6)		\$ -	\$ -	\$ -	\$ -	\$ -
OPTIONAL EXTENSIONS						
8	Option Term 1 - Year 7 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
9	Option Term 1 - Year 8 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
10	Option Term 1 - Year 9 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Option Term 1 Cost (Maintenance Years 7-9)		\$ -	\$ -	\$ -	\$ -	\$ -
11	Option Term 2 - Year 10 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
12	Option Term 2 - Year 11 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Option Term 2 Cost (Maintenance Years 10-11)		\$ -	\$ -	\$ -	\$ -	\$ -
Total Optional Extensions Cost (Maintenance Years 7-11)		\$ -	\$ -	\$ -	\$ -	\$ -
Total Base & Optional Extensions Cost (Maintenance Years 1-11)		\$ -	\$ -	\$ -	\$ -	\$ -

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed				2,100,000	2,600,000	3,100,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed				\$ -	\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -	\$ -
Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus Sheet 3-1b (cell F54/12) should equal cell F21					\$ -		

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed				3,200,000	3,200,000	3,300,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed				\$ -	\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -	\$ -

Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus Sheet 3-1b (cell F54/12) should equal cell F21

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed				3,400,000	3,400,000	3,500,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed				\$ -	\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -	\$ -

Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus Sheet 3-1b (cell F54/12) should equal cell F21

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Option Term 2 Year 10 of Maintenance	Option Term 2 Year 11 of Maintenance
Monthly Pricing per Trip Volume Tier						
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -
Optional Items (Incremental Increase)						
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Option Term 2 Year 10 of Maintenance	Option Term 2 Year 11 of Maintenance
Monthly Assumed Trip Volumes						
	Total Trips Processed				3,600,000	3,700,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Option Term 2 Year 10 of Maintenance	Option Term 2 Year 11 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes						
	Total Trips Processed				\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -

Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus Sheet 3-1b (cell F54/12) should equal cell F21

**Sheet 3-1a Back-up
Monthly Trip Fee
Year 1 Base Contract Monthly Direct Cost Detail**

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL MONTHLY COST (\$)
Year 1 Maintenance			
Technology Costs/Fees (as applicable)			
BOS Server Environments, Hosting, and/or Cloud	0	\$ -	\$ -
BOS 3rd Party Software Licenses	0	\$ -	\$ -
BOS Contractor Software Licenses	0	\$ -	\$ -
CSC Operations Desktop Environments	0	\$ -	\$ -
CSC Operations Office Equipment	0	\$ -	\$ -
Telephony Systems, Customer Contact Center, IVR and ACD	0	\$ -	\$ -
Telephony Related Recurring	0	\$ -	\$ -
Network Recurring (required Contractor provided network connections)	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Technology Costs/Fees			\$ -
Services Costs/Fees (as applicable)			
Credit Card and ACH Tokenization	0	\$ -	\$ -
PCI Compliance	0	\$ -	\$ -
Non-PCI Vulnerability and Penetration Testing	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Services Costs/Fees			\$ -
Other Costs/Fees (as applicable)			
Escrow and Performance Bond	0	\$ -	\$ -
Travel	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Other Costs/Fees			\$ -
Year 1 Monthly Maintenance Direct Cost			\$ -

**Sheet 3-1b Back-up
Trip Fee
Year 1 Base Contract Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 1 of Maintenance		
			Year 1 Loaded Labor Rate (\$)	Year 1 Hours	Year 1 Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Operations and Maintenance Phase)	\$ -	0	\$ -
3		Quality Assurance Manager	\$ -	0	\$ -
4		Software Development Manager	\$ -	0	\$ -
5		Technology Manager	\$ -	0	\$ -
6		On-site Technology and Support Manager	\$ -	0	\$ -
7		CSC Operations Manager	\$ -	0	\$ -
8		Finance Manager	\$ -	0	\$ -
9		Administrative Assistant(s)	\$ -	0	\$ -
10		Administrative Support	\$ -	0	\$ -
11		BOS Trainer	\$ -	0	\$ -
12		Business Analyst	\$ -	0	\$ -
13		Data Analytics Specialist	\$ -	0	\$ -
14		Data Migration Manager	\$ -	0	\$ -
15		Database Administrator I	\$ -	0	\$ -
16		Database Administrator II	\$ -	0	\$ -
17		Database Developer I	\$ -	0	\$ -
18		Database Developer II	\$ -	0	\$ -
19		Deputy Project Manager	\$ -	0	\$ -
20		Documentation Specialist I	\$ -	0	\$ -
21		Documentation Specialist II	\$ -	0	\$ -
22		Hardware Engineer	\$ -	0	\$ -
23		Help Desk Staff I	\$ -	0	\$ -
24		Help Desk Staff II	\$ -	0	\$ -
25		Human Resources Manager	\$ -	0	\$ -
26		Network Administrator I	\$ -	0	\$ -
27		Network Administrator II	\$ -	0	\$ -
28		On-site Desktop Support I	\$ -	0	\$ -
29		On-site Desktop Support II	\$ -	0	\$ -
30		On-site Installation Manager	\$ -	0	\$ -
31		Software Architect/Engineer	\$ -	0	\$ -
32		Software Developer I	\$ -	0	\$ -
33		Software Developer II	\$ -	0	\$ -
34		Software Developer III	\$ -	0	\$ -
35		Software Tester I	\$ -	0	\$ -
36		Software Tester II	\$ -	0	\$ -
37		System Administrator I	\$ -	0	\$ -
38		System Administrator II	\$ -	0	\$ -
39		System Analyst	\$ -	0	\$ -
40		System Security Specialist	\$ -	0	\$ -
41		Systems Architect/Engineer	\$ -	0	\$ -
42		Test Manager	\$ -	0	\$ -
43		Training Manager	\$ -	0	\$ -
44			\$ -	0	\$ -
45			\$ -	0	\$ -
46			\$ -	0	\$ -
47			\$ -	0	\$ -
48			\$ -	0	\$ -
49			\$ -	0	\$ -
50			\$ -	0	\$ -
	Grand Total Labor Cost		\$ -	0	\$ -

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING		ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Year 1 of Maintenance			Year 2 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	Per Piece	4,700,000	\$ -	\$ -	5,900,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	Per Piece	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	Per Piece	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	Per Piece	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	In addition/per piece	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	In addition/per piece	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING				\$ -			\$ -

All color printing shall assume the use of two colors

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Year 3 of Maintenance			Year 4 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	7,100,000	\$ -	\$ -	6,200,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Year 5 of Maintenance			Year 6 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,700,000	\$ -	\$ -	6,000,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Option Term 1 Year 7 of Maintenance			Option Term 1 Year 8 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,500,000	\$ -	\$ -	5,500,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Option Term 1 Year 9 of Maintenance			Option Term 2 Year 10 of Maintenance	
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,600,000	\$ -	\$ -	5,700,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Option Term 2 Year 11 of Maintenance	
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,800,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

Sheet 3-3 Back-up
Annual ROV Lookup (Blended Rate Per Successful Lookup, Based on Assumed Volumes)

DESCRIPTION		Blended Rate (\$)	Annual Evaluation Quantities	Annual Evaluation Cost (\$)
Base Contract				
1	Year 1 of Maintenance	\$ -	170,000	\$ -
2	Year 2 of Maintenance	\$ -	220,000	\$ -
3	Year 3 of Maintenance	\$ -	230,000	\$ -
4	Year 4 of Maintenance	\$ -	240,000	\$ -
5	Year 5 of Maintenance	\$ -	250,000	\$ -
6	Year 6 of Maintenance	\$ -	260,000	\$ -
Total Base Contract Cost (Maintenance Years 1-6)				\$ -
Optional Extensions				
7	Option Term 1 - Year 7 of Maintenance	\$ -	270,000	\$ -
8	Option Term 1 - Year 8 of Maintenance	\$ -	290,000	\$ -
9	Option Term 1 - Year 9 of Maintenance	\$ -	300,000	\$ -
Total Option Term 1 Cost (Maintenance Years 7-9)				\$ -
10	Option Term 2 - Year 10 of Maintenance	\$ -	320,000	\$ -
11	Option Term 2 - Year 11 of Maintenance	\$ -	330,000	\$ -
Total Option Term 2 Cost (Maintenance Years 10-11)				\$ -
Total Optional Extensions Cost (Maintenance Years 7-11)				\$ -
Total Base & Optional Extensions Cost (Maintenance Years 1-11)				\$ -

Sheet 4

**Base Contract and Optional Extensions
CSC Operations Cost Summary (Based on Assumed Volumes)**

Item #	Description of Items	Total Monthly Cost (\$)	Total Annual Cost (\$)
BASE CONTRACT			
1	Year 1 of Operations	\$ -	\$ -
2	Year 2 of Operations	\$ -	\$ -
3	Year 3 of Operations	\$ -	\$ -
4	Year 4 of Operations	\$ -	\$ -
5	Year 5 of Operations	\$ -	\$ -
6	Year 6 of Operations	\$ -	\$ -
Total Base Contract Cost (Operation Years 1-6)			\$ -
OPTIONAL EXTENSIONS			
7	Option Term 1 - Year 7 of Operations	\$ -	\$ -
8	Option Term 1 - Year 8 of Operations	\$ -	\$ -
9	Option Term 1 - Year 9 of Operations	\$ -	\$ -
Total Option Term 1 Cost (Operation Years 7-9)			\$ -
10	Option Term 2 - Year 10 of Operations	\$ -	\$ -
11	Option Term 2 - Year 11 of Operations	\$ -	\$ -
Total Option Term 2 Cost (Operation Years 10-11)			\$ -
Total Optional Extensions Cost (Operation Years 7-11)			\$ -
Total Base and Optional Extensions Cost (Operation Years 1-11)			\$ -

Projected Bond Amounts

O&M Years	Bond Amount (\$)
Year 1 O&M Bond Value	\$ -
Year 2 O&M Bond Value	\$ -
Year 3 O&M Bond Value	\$ -
Year 4 O&M Bond Value	\$ -
Year 5 O&M Bond Value	\$ -
Year 6 O&M Bond Value	\$ -

**Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)**

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 1 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 2 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
	MONTHLY EVALUATION VALUE				99,000			103,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				205,798			256,090		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				82,319			102,436		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable CSC Operations Cost						\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).							\$ -			
OPTIONAL ITEMS										
	MONTHLY EVALUATION VALUE				71,000			83,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
	Total Optional Monthly Variable CSC Operations Cost						\$ -			\$ -

**Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)**

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 3 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 4 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
	MONTHLY EVALUATION VALUE				107,000			111,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				307,287			268,301		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				122,915			107,320		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
	MONTHLY EVALUATION VALUE				40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
	Total Monthly Variable CSC Operations Cost						\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
	MONTHLY EVALUATION VALUE				92,000			100,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
	Total Optional Monthly Variable CSC Operations Cost						\$ -			\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 5 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 6 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
MONTHLY EVALUATION VALUE					115,000			120,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					249,056			259,324		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					99,622			103,730		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
MONTHLY EVALUATION VALUE					103,000			98,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -			\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Option Term 1 Year 7 of Operations Based on Volume 3 Levels Monthly Variable Fee			Option Term 1 Year 8 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
MONTHLY EVALUATION VALUE					125,000			130,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					236,915			240,511		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					94,766			96,204		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
MONTHLY EVALUATION VALUE					90,000			82,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -			\$ -

**Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)**

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Option Term 1 Year 9 of Operations Based on Volume 3 Levels Monthly Variable Fee			Option Term 2 Year 10 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
MONTHLY EVALUATION VALUE					135,000			140,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					244,170			247,957		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					97,668			99,183		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
MONTHLY EVALUATION VALUE					73,000			65,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -			\$ -

**Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)**

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Option Term 2 Year 11 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
MONTHLY EVALUATION VALUE					146,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					251,809		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					100,723		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).							
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					56,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

**Sheet 4-2 Back-up
CSC Operations Costs
Year 1 Base Contract Monthly Schedule of Direct Cost**

DESCRIPTION OF ITEMS	# UNIT	UNIT \$	TOTAL MONTHLY COST (\$)
Year 1 of Operations			
Facility Services (does not include any pass-thru costs or costs covered by the Authority via direct payment to vendors)			
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Facility Services			\$ -
Consumables			
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Consumables			\$ -
Operations Fees			
Operations Staff Travel	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Operations Fees			\$ -
Other Costs and Fees			
Performance Bond	0	\$ -	\$ -
SSAE-18, Type II Audit	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Other Costs and Fees			\$ -
Year 1 of Operations Monthly Direct Cost			\$ -

**Sheet 4-3 Back-up
CSC Operations Cost
Year 1 Base Contract Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES - YEAR 1		
			Year 1 Loaded Labor Rate (\$)	Year 1 Hours	Year 1 Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Operations and Maintenance Phase)	\$ -	0	\$ -
3		Quality Assurance Manager	\$ -	0	\$ -
4		Software Development Manager	\$ -	0	\$ -
5		Technology Manager	\$ -	0	\$ -
6		On-site Technology and Support Manager	\$ -	0	\$ -
7		CSC Operations Manager	\$ -	0	\$ -
8		Violations Processing Manager	\$ -	0	\$ -
9		Finance Manager	\$ -	0	\$ -
10		Administrative Support	\$ -	0	\$ -
11		Administrative Review Hearing Staff	\$ -	0	\$ -
12		Business Analyst	\$ -	0	\$ -
13		CSC Correspondence Representative	\$ -	0	\$ -
14		CSC Financial Reconciliation	\$ -	0	\$ -
15		CSC Mailroom Clerk	\$ -	0	\$ -
16		CSC Payment Processor	\$ -	0	\$ -
17		CSC Supervisor	\$ -	0	\$ -
18		CSC Tag Inventory Clerk	\$ -	0	\$ -
19		CSC Trainer	\$ -	0	\$ -
20		CSR I	\$ -	0	\$ -
21		CSR II	\$ -	0	\$ -
22		CSR III	\$ -	0	\$ -
23		CSR Walk-in	\$ -	0	\$ -
24		Data Migration Manager	\$ -	0	\$ -
25		Deputy Project Manager	\$ -	0	\$ -
26		Documentation Specialist I	\$ -	0	\$ -
27		Documentation Specialist II	\$ -	0	\$ -
28		Facility Oversight and Coordination Manager	\$ -	0	\$ -
29		Help Desk Staff I	\$ -	0	\$ -
30		Human Resources Manager	\$ -	0	\$ -
31		Image Review Quality Assurance Staff	\$ -	0	\$ -
32		On-site Installation Manager	\$ -	0	\$ -
33		Scheduler	\$ -	0	\$ -
34		Training Manager	\$ -	0	\$ -
35			\$ -	0	\$ -
36			\$ -	0	\$ -
37			\$ -	0	\$ -
38			\$ -	0	\$ -
39			\$ -	0	\$ -
40			\$ -	0	\$ -
41			\$ -	0	\$ -
42			\$ -	0	\$ -
43			\$ -	0	\$ -
44			\$ -	0	\$ -
45			\$ -	0	\$ -
46			\$ -	0	\$ -
47			\$ -	0	\$ -
48			\$ -	0	\$ -
49			\$ -	0	\$ -
	Total Labor Cost				\$ -

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

Sheet 5
Transition and Succession Cost Summary

Item #	Description of Items	# Units	Units (\$)	Total Units (\$)	# Hours	Loaded Rate (\$)	Labor (\$)	Total Cost (\$)
Transition and Succession		Base Contract						
1	BOS Meetings and Communication	0	\$ -	\$ -				\$ -
2	CSC Meetings and Communication	0	\$ -	\$ -				\$ -
3	BOS Data Migration and Technical Support	0	\$ -	\$ -				\$ -
4	Data Base Administrator I				0	\$ -	\$ -	\$ -
5	Deputy Project Manager				0	\$ -	\$ -	\$ -
6	On-site Technology and Support Manager				0	\$ -	\$ -	\$ -
7	CSC Operations Manager				0	\$ -	\$ -	\$ -
8	Project Manager (Operations and Maintenance Phase)				0	\$ -	\$ -	\$ -
9	Project Principal				0	\$ -	\$ -	\$ -
10	System Administrator I				0	\$ -	\$ -	\$ -
11	Transition Manager				0	\$ -	\$ -	\$ -
12		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
13		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
14		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
15		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
16		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
Transition and Succession Cost				\$ -			\$ -	\$ -

Sheet 6
Base Contract and Optional Extensions
Additional Rate Services Cost Summary (Based on Evaluation Hours)

Item #	Description of Items	Annual Cost (\$) Sheet 6-1
BASE CONTRACT		
1	Year 1 of Operations and Maintenance	\$ -
2	Year 2 of Operations and Maintenance	\$ -
3	Year 3 of Operations and Maintenance	\$ -
4	Year 4 of Operations and Maintenance	\$ -
5	Year 5 of Operations and Maintenance	\$ -
6	Year 6 of Operations and Maintenance	\$ -
Total Base Contract Cost (Operations & Maintenance Years 1-6)		\$ -
OPTIONAL EXTENSIONS		
7	Option Term 1 - Year 7 of Operations and Maintenance	\$ -
8	Option Term 1 - Year 8 of Operations and Maintenance	\$ -
9	Option Term 1 - Year 9 of Operations and Maintenance	\$ -
Total Option Term 1 Cost (Operations & Maintenance Years 7-9)		\$ -
10	Option Term 2 - Year 10 of Operations and Maintenance	\$ -
11	Option Term 2 - Year 11 of Operations and Maintenance	\$ -
Total Option Term 2 Cost (Operations and Maintenance Years 10-11)		\$ -
Total Optional Extensions Cost (Operations and Maintenance Years 7-11)		\$ -
Total Base and Optional Extensions Cost (Operations and Maintenance Years 1-11)		\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		3.00%				
		Implementation Phase	Year 1 of Operations and Maintenance	Year 1 of Operations and Maintenance	Year 2 of Operations and Maintenance	Year 2 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	2022 FULLY LOADED HOURLY RATE	Evaluation Hours	Evaluation Dollars	Evaluation Hours	Evaluation Dollars
1	Project Principal	\$ -	180	\$ -	120	\$ -
2	Project Manager (Implementation Phase)	\$ -	180	\$ -	120	\$ -
3	Project Manager (Operations and Maintenance Phase)	\$ -	180	\$ -	120	\$ -
4	Deputy Project Manager	\$ -	180	\$ -	120	\$ -
5	Quality Assurance Manager	\$ -	180	\$ -	120	\$ -
6	Software Development Manager	\$ -	180	\$ -	120	\$ -
7	Technology Manager	\$ -	180	\$ -	120	\$ -
8	Mobilization and Facility Coordination Manager	\$ -	180	\$ -	120	\$ -
9	On-site Installation Manager	\$ -	180	\$ -	120	\$ -
10	On-site Technology and Support Manager	\$ -	180	\$ -	120	\$ -
11	CSC Operations Manager	\$ -	180	\$ -	120	\$ -
12	Violations Processing Manager	\$ -	180	\$ -	120	\$ -
13	Finance Manager	\$ -	180	\$ -	120	\$ -
14	Administrative Assistant(s)	\$ -	140	\$ -	80	\$ -
15	Administrative Review Hearing Staff	\$ -	140	\$ -	80	\$ -
16	Administrative Support	\$ -	140	\$ -	80	\$ -
17	BOS Trainer	\$ -	140	\$ -	80	\$ -
18	Business Analyst	\$ -	140	\$ -	80	\$ -
19	CSC Correspondence Representative	\$ -	140	\$ -	80	\$ -
20	CSC Financial Reconciliation	\$ -	140	\$ -	80	\$ -
21	CSC Mailroom Clerk	\$ -	140	\$ -	80	\$ -
22	CSC Payment Processor	\$ -	140	\$ -	80	\$ -
23	CSC Supervisor	\$ -	140	\$ -	80	\$ -
24	CSC Tag Inventory Clerk	\$ -	140	\$ -	80	\$ -
25	CSC Trainer	\$ -	140	\$ -	80	\$ -
26	CSR I	\$ -	140	\$ -	80	\$ -
27	CSR II	\$ -	140	\$ -	80	\$ -
28	CSR III	\$ -	140	\$ -	80	\$ -
29	CSR Walk-in	\$ -	140	\$ -	80	\$ -
30	Data Analytics Specialist	\$ -	140	\$ -	80	\$ -
31	Database Administrator I	\$ -	140	\$ -	80	\$ -
32	Database Administrator II	\$ -	140	\$ -	80	\$ -
33	Database Developer I	\$ -	140	\$ -	80	\$ -
34	Database Developer II	\$ -	140	\$ -	80	\$ -
35	Documentation Specialist I	\$ -	140	\$ -	80	\$ -
36	Documentation Specialist II	\$ -	140	\$ -	80	\$ -
37	Facility Oversight and Coordination Manager	\$ -	140	\$ -	80	\$ -
38	Hardware Engineer	\$ -	140	\$ -	80	\$ -
39	Help Desk Staff I	\$ -	140	\$ -	80	\$ -
40	Help Desk Staff II	\$ -	140	\$ -	80	\$ -
41	Human Resources Manager	\$ -	140	\$ -	80	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		3.00%				
		Implementation Phase	Year 1 of Operations and Maintenance	Year 1 of Operations and Maintenance	Year 2 of Operations and Maintenance	Year 2 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	2022 FULLY LOADED HOURLY RATE	Evaluation Hours	Evaluation Dollars	Evaluation Hours	Evaluation Dollars
42	Image Review Quality Assurance Staff	\$ -	140	\$ -	80	\$ -
43	Network Administrator I	\$ -	140	\$ -	80	\$ -
44	Network Administrator II	\$ -	140	\$ -	80	\$ -
45	On-site Desktop Support I	\$ -	140	\$ -	80	\$ -
46	On-site Desktop Support II	\$ -	140	\$ -	80	\$ -
47	Scheduler	\$ -	140	\$ -	80	\$ -
48	Software Architect/Engineer	\$ -	140	\$ -	80	\$ -
49	Software Developer I	\$ -	140	\$ -	80	\$ -
50	Software Developer II	\$ -	140	\$ -	80	\$ -
51	Software Developer III	\$ -	140	\$ -	80	\$ -
52	Software Tester I	\$ -	140	\$ -	80	\$ -
53	Software Tester II	\$ -	140	\$ -	80	\$ -
54	System Administrator I	\$ -	140	\$ -	80	\$ -
55	System Administrator II	\$ -	140	\$ -	80	\$ -
56	System Analyst	\$ -	140	\$ -	80	\$ -
57	System Security Specialist	\$ -	140	\$ -	80	\$ -
58	Systems Architect/Engineer	\$ -	140	\$ -	80	\$ -
59	Test Manager	\$ -	140	\$ -	80	\$ -
60	Training Manager	\$ -	140	\$ -	80	\$ -
61	Transition Manager	\$ -	140	\$ -	80	\$ -
YEARLY TOTAL				\$ -		\$ -
BASE AND OPTIONAL TOTALS						

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous year beginning with Operations Year 1 as further described in the Price Proposal Instructions.

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes						
		Year 3-6 and Optional Years 7- 11 of Operations and Maintenance	Year 3 of Operations and Maintenance	Year 4 of Operations and Maintenance	Year 5 of Operations and Maintenance	Year 6 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Hours	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
1	Project Principal	90	\$ -	\$ -	\$ -	\$ -
2	Project Manager (Implementation Phase)	90	\$ -	\$ -	\$ -	\$ -
3	Project Manager (Operations and Maintenance Phase)	90	\$ -	\$ -	\$ -	\$ -
4	Deputy Project Manager	90	\$ -	\$ -	\$ -	\$ -
5	Quality Assurance Manager	90	\$ -	\$ -	\$ -	\$ -
6	Software Development Manager	90	\$ -	\$ -	\$ -	\$ -
7	Technology Manager	90	\$ -	\$ -	\$ -	\$ -
8	Mobilization and Facility Coordination Manager	90	\$ -	\$ -	\$ -	\$ -
9	On-site Installation Manager	90	\$ -	\$ -	\$ -	\$ -
10	On-site Technology and Support Manager	90	\$ -	\$ -	\$ -	\$ -
11	CSC Operations Manager	90	\$ -	\$ -	\$ -	\$ -
12	Violations Processing Manager	90	\$ -	\$ -	\$ -	\$ -
13	Finance Manager	90	\$ -	\$ -	\$ -	\$ -
14	Administrative Assistant(s)	70	\$ -	\$ -	\$ -	\$ -
15	Administrative Review Hearing Staff	70	\$ -	\$ -	\$ -	\$ -
16	Administrative Support	70	\$ -	\$ -	\$ -	\$ -
17	BOS Trainer	70	\$ -	\$ -	\$ -	\$ -
18	Business Analyst	70	\$ -	\$ -	\$ -	\$ -
19	CSC Correspondence Representative	70	\$ -	\$ -	\$ -	\$ -
20	CSC Financial Reconciliation	70	\$ -	\$ -	\$ -	\$ -
21	CSC Mailroom Clerk	70	\$ -	\$ -	\$ -	\$ -
22	CSC Payment Processor	70	\$ -	\$ -	\$ -	\$ -
23	CSC Supervisor	70	\$ -	\$ -	\$ -	\$ -
24	CSC Tag Inventory Clerk	70	\$ -	\$ -	\$ -	\$ -
25	CSC Trainer	70	\$ -	\$ -	\$ -	\$ -
26	CSR I	70	\$ -	\$ -	\$ -	\$ -
27	CSR II	70	\$ -	\$ -	\$ -	\$ -
28	CSR III	70	\$ -	\$ -	\$ -	\$ -
29	CSR Walk-in	70	\$ -	\$ -	\$ -	\$ -
30	Data Analytics Specialist	70	\$ -	\$ -	\$ -	\$ -
31	Database Administrator I	70	\$ -	\$ -	\$ -	\$ -
32	Database Administrator II	70	\$ -	\$ -	\$ -	\$ -
33	Database Developer I	70	\$ -	\$ -	\$ -	\$ -
34	Database Developer II	70	\$ -	\$ -	\$ -	\$ -
35	Documentation Specialist I	70	\$ -	\$ -	\$ -	\$ -
36	Documentation Specialist II	70	\$ -	\$ -	\$ -	\$ -
37	Facility Oversight and Coordination Manager	70	\$ -	\$ -	\$ -	\$ -
38	Hardware Engineer	70	\$ -	\$ -	\$ -	\$ -
39	Help Desk Staff I	70	\$ -	\$ -	\$ -	\$ -
40	Help Desk Staff II	70	\$ -	\$ -	\$ -	\$ -
41	Human Resources Manager	70	\$ -	\$ -	\$ -	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes						
		Year 3-6 and Optional Years 7- 11 of Operations and Maintenance	Year 3 of Operations and Maintenance	Year 4 of Operations and Maintenance	Year 5 of Operations and Maintenance	Year 6 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Hours	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
42	Image Review Quality Assurance Staff	70	\$ -	\$ -	\$ -	\$ -
43	Network Administrator I	70	\$ -	\$ -	\$ -	\$ -
44	Network Administrator II	70	\$ -	\$ -	\$ -	\$ -
45	On-site Desktop Support I	70	\$ -	\$ -	\$ -	\$ -
46	On-site Desktop Support II	70	\$ -	\$ -	\$ -	\$ -
47	Scheduler	70	\$ -	\$ -	\$ -	\$ -
48	Software Architect/Engineer	70	\$ -	\$ -	\$ -	\$ -
49	Software Developer I	70	\$ -	\$ -	\$ -	\$ -
50	Software Developer II	70	\$ -	\$ -	\$ -	\$ -
51	Software Developer III	70	\$ -	\$ -	\$ -	\$ -
52	Software Tester I	70	\$ -	\$ -	\$ -	\$ -
53	Software Tester II	70	\$ -	\$ -	\$ -	\$ -
54	System Administrator I	70	\$ -	\$ -	\$ -	\$ -
55	System Administrator II	70	\$ -	\$ -	\$ -	\$ -
56	System Analyst	70	\$ -	\$ -	\$ -	\$ -
57	System Security Specialist	70	\$ -	\$ -	\$ -	\$ -
58	Systems Architect/Engineer	70	\$ -	\$ -	\$ -	\$ -
59	Test Manager	70	\$ -	\$ -	\$ -	\$ -
60	Training Manager	70	\$ -	\$ -	\$ -	\$ -
61	Transition Manager	70	\$ -	\$ -	\$ -	\$ -
YEARLY TOTAL			\$ -	\$ -	\$ -	\$ -
BASE AND OPTIONAL TOTALS						\$ -

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous Operations Year 1 as further described in the Price Proposal Instructions.

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		OPTION TERM 1			OPTION TERM 2	
		Option Term 1 Year 7 of Operations and Maintenance	Option Term 1 Year 8 of Operations and Maintenance	Option Term 1 Year 9 of Operations and Maintenance	Option Term 2 Year 10 of Operations and Maintenance	Option Term 2 Year 11 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
1	Project Principal	\$ -	\$ -	\$ -	\$ -	\$ -
2	Project Manager (Implementation Phase)	\$ -	\$ -	\$ -	\$ -	\$ -
3	Project Manager (Operations and Maintenance Phase)	\$ -	\$ -	\$ -	\$ -	\$ -
4	Deputy Project Manager	\$ -	\$ -	\$ -	\$ -	\$ -
5	Quality Assurance Manager	\$ -	\$ -	\$ -	\$ -	\$ -
6	Software Development Manager	\$ -	\$ -	\$ -	\$ -	\$ -
7	Technology Manager	\$ -	\$ -	\$ -	\$ -	\$ -
8	Mobilization and Facility Coordination Manager	\$ -	\$ -	\$ -	\$ -	\$ -
9	On-site Installation Manager	\$ -	\$ -	\$ -	\$ -	\$ -
10	On-site Technology and Support Manager	\$ -	\$ -	\$ -	\$ -	\$ -
11	CSC Operations Manager	\$ -	\$ -	\$ -	\$ -	\$ -
12	Violations Processing Manager	\$ -	\$ -	\$ -	\$ -	\$ -
13	Finance Manager	\$ -	\$ -	\$ -	\$ -	\$ -
14	Administrative Assistant(s)	\$ -	\$ -	\$ -	\$ -	\$ -
15	Administrative Review Hearing Staff	\$ -	\$ -	\$ -	\$ -	\$ -
16	Administrative Support	\$ -	\$ -	\$ -	\$ -	\$ -
17	BOS Trainer	\$ -	\$ -	\$ -	\$ -	\$ -
18	Business Analyst	\$ -	\$ -	\$ -	\$ -	\$ -
19	CSC Correspondence Representative	\$ -	\$ -	\$ -	\$ -	\$ -
20	CSC Financial Reconciliation	\$ -	\$ -	\$ -	\$ -	\$ -
21	CSC Mailroom Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
22	CSC Payment Processor	\$ -	\$ -	\$ -	\$ -	\$ -
23	CSC Supervisor	\$ -	\$ -	\$ -	\$ -	\$ -
24	CSC Tag Inventory Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
25	CSC Trainer	\$ -	\$ -	\$ -	\$ -	\$ -
26	CSR I	\$ -	\$ -	\$ -	\$ -	\$ -
27	CSR II	\$ -	\$ -	\$ -	\$ -	\$ -
28	CSR III	\$ -	\$ -	\$ -	\$ -	\$ -
29	CSR Walk-in	\$ -	\$ -	\$ -	\$ -	\$ -
30	Data Analytics Specialist	\$ -	\$ -	\$ -	\$ -	\$ -
31	Database Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
32	Database Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
33	Database Developer I	\$ -	\$ -	\$ -	\$ -	\$ -
34	Database Developer II	\$ -	\$ -	\$ -	\$ -	\$ -
35	Documentation Specialist I	\$ -	\$ -	\$ -	\$ -	\$ -
36	Documentation Specialist II	\$ -	\$ -	\$ -	\$ -	\$ -
37	Facility Oversight and Coordination Manager	\$ -	\$ -	\$ -	\$ -	\$ -
38	Hardware Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
39	Help Desk Staff I	\$ -	\$ -	\$ -	\$ -	\$ -
40	Help Desk Staff II	\$ -	\$ -	\$ -	\$ -	\$ -
41	Human Resources Manager	\$ -	\$ -	\$ -	\$ -	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		OPTION TERM 1			OPTION TERM 2	
		Option Term 1 Year 7 of Operations and Maintenance	Option Term 1 Year 8 of Operations and Maintenance	Option Term 1 Year 9 of Operations and Maintenance	Option Term 2 Year 10 of Operations and Maintenance	Option Term 2 Year 11 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
42	Image Review Quality Assurance Staff	\$ -	\$ -	\$ -	\$ -	\$ -
43	Network Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
44	Network Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
45	On-site Desktop Support I	\$ -	\$ -	\$ -	\$ -	\$ -
46	On-site Desktop Support II	\$ -	\$ -	\$ -	\$ -	\$ -
47	Scheduler	\$ -	\$ -	\$ -	\$ -	\$ -
48	Software Architect/Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
49	Software Developer I	\$ -	\$ -	\$ -	\$ -	\$ -
50	Software Developer II	\$ -	\$ -	\$ -	\$ -	\$ -
51	Software Developer III	\$ -	\$ -	\$ -	\$ -	\$ -
52	Software Tester I	\$ -	\$ -	\$ -	\$ -	\$ -
53	Software Tester II	\$ -	\$ -	\$ -	\$ -	\$ -
54	System Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
55	System Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
56	System Analyst	\$ -	\$ -	\$ -	\$ -	\$ -
57	System Security Specialist	\$ -	\$ -	\$ -	\$ -	\$ -
58	Systems Architect/Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
59	Test Manager	\$ -	\$ -	\$ -	\$ -	\$ -
60	Training Manager	\$ -	\$ -	\$ -	\$ -	\$ -
61	Transition Manager	\$ -	\$ -	\$ -	\$ -	\$ -
YEARLY TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -
BASE AND OPTIONAL TOTALS				\$ -		\$ -

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous Operations Year 1 as further described in the Price Proposal Instructions.

Sheet 7

**Base Contract and Optional Extensions
Estimated Pass-Through Cost Summary**

Item #	Description of Items	Total Annual Cost (\$)
BASE CONTRACT		
1	Year 1 of Operations	\$ 3,609,466
2	Year 2 of Operations	\$ 4,558,790
3	Year 3 of Operations	\$ 5,549,609
4	Year 4 of Operations	\$ 4,963,893
5	Year 5 of Operations	\$ 4,684,223
6	Year 6 of Operations	\$ 5,000,465
Total Base Contract Cost (Operation Years 1-6)		\$ 28,366,446
OPTIONAL EXTENSIONS		
7	Option Term 1 - Year 7 of Operations	\$ 4,687,976
8	Option Term 1 - Year 8 of Operations	\$ 4,806,364
9	Option Term 1 - Year 9 of Operations	\$ 4,985,574
Total Option Term 1 Cost (Operation Years 7-9)		\$ 14,479,915
10	Option Term 2 - Year 10 of Operations	\$ 5,172,000
11	Option Term 2 - Year 11 of Operations	\$ 5,365,483
Total Option Term 2 Cost (Operation Years 10-11)		\$ 10,537,483
Total Optional Extensions Cost (Operation Years 7-11)		\$ 25,017,398
Total Base and Optional Extensions Cost (Operation Years 1-11)		\$ 53,383,844

Sheet 8
Milestone Payment Schedule

A. Payments for System Costs (Excluding Hardware, Equipment and Off-the-Shelf Software)				
Payment Number	Payment Milestone	% Paid	Cum % Paid	\$ -
A-1	Notice to Proceed (Mobilization)	5.00%	5.00%	\$ -
A-2	Baseline Project Management Plan, Baseline Implementation Schedule, Software Development Plan and Quality Assurance Plan Approved	4.00%	9.00%	\$ -
A-3	I-405 CSC and WIC Facility Design Inputs	2.00%	11.00%	\$ -
A-4	Requirements Traceability Matrix Approved	3.00%	14.00%	\$ -
A-5	Business Rules Approved	3.00%	17.00%	\$ -
A-6	System Detailed Design Document Approved	8.00%	25.00%	\$ -
A-7	Approval of all Remaining BOS Design, Installation, End of Agreement Transition, Training, Disaster Recovery, Business Continuity, Maintenance Plans	5.00%	30.00%	\$ -
A-8	CSC Operations and Facility Mobilization Plan, Staffing and Human Resources Plan, Reporting and Reconciliation Plan and SOPs Approved	4.00%	34.00%	\$ -
A-9	Master Test Plan Approved	4.00%	38.00%	\$ -
A-10	All Manuals and Third-Party Documentation	2.00%	40.00%	\$ -
A-11	Software Walkthrough and Update of RTM Approved	4.00%	44.00%	\$ -
A-12	Unit Testing Approved	4.00%	48.00%	\$ -
A-13	System Integration Testing Approved	4.00%	52.00%	\$ -
A-14	User Acceptance Testing Approved	5.00%	57.00%	\$ -
A-15	Approval of all Training Plans Materials and Manuals	3.00%	60.00%	\$ -
A-16	Training Completed	3.00%	63.00%	\$ -
A-17	Achieve Commencement or Ramp-up/Customer Services	3.00%	66.00%	\$ -
A-18	On-site Installation and Commissioning Testing (includes updated SDDD, traceability matrix and business rules documents), and Go-Live Testing Approved	5.00%	71.00%	\$ -
A-19	Acceptance of Operational Readiness Demonstration	4.00%	75.00%	\$ -
A-20	Go-Live	10.00%	85.00%	\$ -
A-21	Operational and Acceptance Testing Approved	10.00%	95.00%	\$ -
A-22	BOS Acceptance	5.00%	100.00%	\$ -

B. Payments for Hardware, Equipment and Off-the-Shelf Software				
Payment Number	Payment Milestone	% Paid	Cum.% Paid	\$ -
B-1	Ordering Approved by Authority and Verified	10.00%	10.00%	\$ -
B-2	Verified Received	45.00%	55.00%	\$ -
B-3	Verified Installed in Final Configuration and Location	45.00%	100.00%	\$ -

EXHIBIT E: PROPOSED AGREEMENT

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EXHIBITS

- Exhibit A – Definitions and Acronyms
- Exhibit B - Scope of Work and Requirements
- Exhibit C - Preliminary Implementation Schedule
- Exhibit D - CONTRACTOR Price Proposal
- Exhibit E – Milestone Payment Schedule
- Exhibit F - Level 1 Health, Safety and Environmental Specifications

ATTACHMENTS

- Attachment A - DBE Participation Commitment Form

PROPOSED AGREEMENT NO. C-0-2690

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this _____ day of _____, 2021 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public entity (hereinafter referred to as "AUTHORITY"), _____, _____, _____ (hereinafter referred to as "CONTRACTOR") each individually known as "Party" and collectively known as the "Parties".

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to design, implement, install and maintain a Back Office System (BOS) and to operate a Customer Service Center (CSC) for the planned 405 Express Lanes (the "Project"); and

WHEREAS, the Work necessary to implement the Project cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, CONTRACTOR has represented that it has the requisite personnel and experience, and is capable of performing the Work; and

WHEREAS, CONTRACTOR wishes to perform the Work; and

WHEREAS, AUTHORITY has entered into a cooperative agreement with the State of California, acting by and through its Department of Transportation ("Caltrans"), AUTHORITY AGREEMENT No. C-4-1847, for, among other things, the development of a new tolled express facility on Interstate 405 generally between State Route 73 and Interstate 605 ("405 Express Lanes"); and

WHEREAS, pursuant to Streets and Highways Code § 143, AUTHORITY has entered into a Toll Operating Agreement with Caltrans wherein AUTHORITY will, among other things, lease the 405 Express

/

1 Lanes for a term of 40 years and operate and maintain a toll collection system on the 405 Express Lanes;
2 and

3 **WHEREAS**, AUTHORITY has entered into a contract with OC 405 Partners, Joint Venture
4 ("Design-Build Contractor"), to design and construct the 405 Express Lanes pursuant to AUTHORITY
5 Contract No. C-5-3843 (the "Design-Build Contract"); and

6 **WHEREAS**, AUTHORITY has entered into a contract with Kapsch TrafficCom USA, Inc. for the
7 405 Express Lanes Electronic Toll and Traffic Management System; and

8 **WHEREAS**, AUTHORITY will enter into a procurement for a roadside service contractor for the
9 I-405; and

10 **WHEREAS**, The Parties intend for this AGREEMENT to be a comprehensive agreement
11 obligating CONTRACTOR to perform all Work, as more particularly described in the AGREEMENT and
12 all attached documents; and

13 **WHEREAS**, the AUTHORITY's Board of Directors authorized this AGREEMENT on_____.

14 **NOW, THEREFORE**, it is mutually und understood and agreed by AUTHORITY and
15 CONTRACTOR as follows:

16 **ARTICLE 1. COMPONENTS OF AGREEMENT/INTERPRETATION**

17 A. AGREEMENT: This AGREEMENT, including all attached documents, as defined in the
18 attached Exhibit A, entitled "Acronyms & Definitions", constitutes the complete and exclusive statement
19 of the terms and conditions of the agreement between AUTHORITY and CONTRACTOR for the Work
20 and supersedes all prior representations, understandings and communications. The invalidity in whole
21 or in part of any term or condition of this AGREEMENT shall not affect the validity of other terms or
22 conditions. Terms capitalized herein shall, unless otherwise defined herein, have the same meaning as
23 set forth in Exhibit A. Where this AGREEMENT uses the term "including" it shall mean including but not
24 limited to, unless otherwise specifically indicated.

25 B. AGREEMENT Interpretation: This AGREEMENT and each of the attached documents
26 are an essential part of the Parties' agreement and should be interpreted in a manner which harmonizes

1 their provisions. However, if an actual conflict exists, the following descending order of precedence shall
2 apply:

- 3 1. AGREEMENT amendments adopted in accordance with this AGREEMENT;
- 4 2. This AGREEMENT, including Exhibit A attached hereto;
- 5 3. Exhibits B-F attached hereto;
- 6 4. RFP 0-2690, which is incorporated herein by reference;
- 7 5. The CONTRACTOR Proposal dated XXX yy, 2021 which is incorporated herein
8 by reference; and
- 9 6. Other documents incorporated by reference under this AGREEMENT.

10 C. In the case of conflict, and notwithstanding the order of precedence, the most stringent
11 requirement as determined by the AUTHORITY shall govern, unless otherwise agreed-to in writing by
12 the AUTHORITY.

13 D. Performance by Parties: A Party's failure to insist in any one or more instances upon the
14 other Party's performance of any terms or conditions of this AGREEMENT shall not be construed as a
15 waiver or relinquishment of that Party's right to such performance by the defaulting Party or to future
16 performance of such terms or conditions and that Party's obligation in respect thereto shall continue in
17 full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY
18 except when specifically confirmed in writing by an authorized representative of the AUTHORITY by way
19 of a written amendment to this Agreement and issue in accordance with the provisions of this Agreement

20 E. CONTRACTOR shall only commence work covered by an amendment after the
21 amendment is executed and notification to proceed has been provided by AUTHORITY.

22 **ARTICLE 2. AUTHORIZED DESIGNEES**

23 A. The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act
24 for and exercise any of the rights of AUTHORITY as set forth in this AGREEMENT.

25 B. In its letter of transmittal accompanying CONTRACTOR's Proposal, the CONTRACTOR
26 designated [name] _____ as an officer of the CONTRACTOR, who

1 shall be authorized to sign this AGREEMENT and any amendments to this AGREEMENT and to speak
2 for and make commitments on behalf of the CONTRACTOR.

3 **ARTICLE 3. SCOPE OF WORK AND REQUIREMENTS**

4 A. CONTRACTOR shall perform the Work in accordance with the attached Exhibit B, entitled
5 "Scope of Work and Requirements", in a manner satisfactory to AUTHORITY.

6 B. In performing this AGREEMENT, CONTRACTOR shall be responsible for developing,
7 operating, and maintaining a BOS that handles the funds of others, documents, and processes financial
8 transactions, and maintains the integrity of customer personal information and financial records. With
9 respect to its obligations under this paragraph B, the CONTRACTOR shall have a fiduciary duty to
10 AUTHORITY, its customers, and to the users of the BOS. The CONTRACTOR shall exercise its
11 responsibilities prudently and shall institute all appropriate mechanisms for the custody and administration
12 of funds and records.

13 C. CONTRACTOR shall provide all resources, personnel, Equipment, Software and supplies
14 necessary to perform the Work. The CONTRACTOR shall provide the Work in a competent and
15 professional manner, in conformance with the highest industry standards, to the satisfaction of
16 AUTHORITY. AUTHORITY shall be entitled to full and prompt cooperation by CONTRACTOR in all
17 aspects of the Work. The AUTHORITY shall have the right to inspect the performance of such Work at
18 any time, and CONTRACTOR shall fully and promptly cooperate with the AUTHORITY in the execution
19 of such inspections.

20 **ARTICLE 4. CONTRACTOR'S PERSONNEL**

21 A. Non-Key Personnel:

22 1. CONTRACTOR agrees that it will at all times employ, maintain and assign a
23 sufficient number of competent and qualified professionals and other personnel to perform the Work in a
24 timely manner.

25 /

26 /

1 2. CONTRACTOR warrants and represents that its staff personnel and
2 Subcontractors have the proper skill, training, background, knowledge, experience, rights, authorizations,
3 integrity, character, and licenses necessary to perform the Work in a competent and professional manner.

4 B. At the request of AUTHORITY, in its sole discretion, CONTRACTOR shall promptly
5 remove from assignment to the performance of Work pursuant to this AGREEMENT any employee,
6 Subcontractor, or any other person performing Work hereunder. AUTHORITY's request to remove an
7 employee or Subcontractor shall have no bearing on CONTRACTOR's decision to retain the employee
8 or Subcontractor for work outside of this AGREEMENT. AUTHORITY shall bear no responsibility for any
9 such decision by CONTRACTOR.

10 C. Key Team Personnel:

11 1. CONTRACTOR's Project Manager identified in the Proposal is a "Key Team
12 Personnel" and shall act as the primary point of contact in all matters on behalf of CONTRACTOR. The
13 Project Manager shall assign other individuals as contacts with regard to specific functional areas of the
14 Work, subject to the Approval of the AUTHORITY.

15 2. CONTRACTOR shall provide the personnel listed below, which are hereby
16 designated as Key Team Personnel under this AGREEMENT:

Name	Function

17 3. Exhibit B, Scope of Work and Requirements, identifies certain other job categories
18 as Key Team Personnel for the AGREEMENT. CONTRACTOR identified Key Team Personnel assigned
19 to this Project in its Proposal, who shall be Approved as part of the Project Management Plan.
20 CONTRACTOR acknowledges that the award of this AGREEMENT to CONTRACTOR was based in
21 significant part on the qualifications of such Key Team Personnel and CONTRACTOR's representation
22 that they will be made available to perform the Work to completion, which availability is a material term of
23 /

1 this AGREEMENT. Key Team Personnel shall be required to work in the position indicated in the
2 Proposal and in the Approved Project Management Plan.

3 4. No Key Team Personnel shall be removed or replaced by CONTRACTOR, or
4 have any significant change in function or any significant reduction in the level of commitment, without
5 the prior written consent of AUTHORITY. Should AUTHORITY determine during the Term of the
6 AGREEMENT that the list of Key Team Personnel does not include personnel essential to the successful
7 performance of the Work, the AUTHORITY may require the CONTRACTOR to add any existing job
8 category/function to such list.

9 5. If AUTHORITY becomes dissatisfied with the performance of any person
10 designated as Key Team Personnel, AUTHORITY shall notify CONTRACTOR in writing. Within fourteen
11 (14) Business Days of receipt of such Notice, the CONTRACTOR shall either propose a replacement
12 person for evaluation and Approval by AUTHORITY or present to AUTHORITY a thirty (30) Calendar
13 Day plan for correcting the incumbent's performance deficiencies. If AUTHORITY rejects the
14 replacement person for evaluation, then CONTRACTOR shall propose another replacement person
15 within fourteen (14) Business Days, which process shall be followed until CONTRACTOR proposes a
16 replacement person acceptable to AUTHORITY. If AUTHORITY rejects the plan of correction, or
17 Approves the plan of correction, but the incumbent's performance deficiencies are not corrected to
18 AUTHORITY's satisfaction within thirty (30) Calendar Days of AUTHORITY's Approval of the correction
19 plan, then the CONTRACTOR shall, propose to AUTHORITY a replacement person for evaluation and
20 Approval by AUTHORITY within the time and manner set forth above.

21 6. Should the services of any Key Team Personnel become no longer available to
22 CONTRACTOR, CONTRACTOR shall, within one (1) Business Day from the day CONTRACTOR
23 becomes aware that the Key Team Personnel is or will no longer be available, provide Notice to
24 AUTHORITY. The resume and qualifications of the proposed replacement shall be submitted to
25 AUTHORITY for Approval as soon as possible, but in no event later than fourteen (14) Business Days
26 after CONTRACTOR becomes aware that the Key Team Personnel is or will not be available.

1 AUTHORITY will respond to CONTRACTOR within seven (7) Business Days following receipt of these
2 qualifications concerning Approval of the replacement. As used in this paragraph, "no longer available
3 to CONTRACTOR" means that the Key Team Personnel is no longer employed by CONTRACTOR or is
4 otherwise physically unable to perform as required by this AGREEMENT for reasons such as health, for
5 a period of more than thirty (30) Calendar Days. In the event a Key Team Personnel member was
6 rendered physically unable to perform, but later is physically able to perform, CONTRACTOR shall notify
7 AUTHORITY and may return such Key Team Personnel to his or her position, subject to the
8 AUTHORITY's reasonable Approval. CONTRACTOR inability to provide a suitable replacement for a
9 period of more than thirty (30) Calendar Days whatever the reason, shall trigger the liquidated damages
10 for Unavailability set forth in Article 18.C.2 or 18.C.3, depending upon the position.

11 7. Reassignment by CONTRACTOR of a Key Team Personnel member without the
12 express Approval of AUTHORITY will automatically trigger liquidated damages for Unavailability set forth
13 in Article 18.C. 2 or 18.C.3, depending upon the position.

14 **ARTICLE 5. TERM OF AGREEMENT**

15 A. Initial Term: This AGREEMENT shall commence upon the Effective Date, and shall
16 continue in full force and effect for a period of up to nine (9) years through _____ ("Initial Term"),
17 unless earlier terminated or extended as provided in this AGREEMENT. The Initial Term is composed of
18 an Implementation Phase, and an Operations and Maintenance (O&M) Phase, beginning at Go-Live, of
19 six (6) years.

20 B. Extensions: AUTHORITY, at its sole discretion, may elect to extend the Initial Term of
21 this AGREEMENT up to an additional thirty-six months (36) months or any portion thereof ("Option Term
22 1"), and thereupon require CONTRACTOR to provide the Work and otherwise perform in accordance
23 with the Scope of Work and Requirements, and at the rates set forth in Exhibit D, entitled "CONTRACTOR
24 Price Proposal." AUTHORITY, at its sole discretion, may elect to extend the Initial Term, as extended by
25 Option Term 1, up to an additional twenty-four (24) months or any portion thereof ("Option Term 2"), and
26 thereupon require CONTRACTOR to continue to provide Work and otherwise perform in accordance with

1 the Scope of Work and Requirements and at the rates set forth in Exhibit D, CONTRACTOR Price
2 Proposal. The Initial Term and any extensions thereof shall be referred to as "Term" in this
3 AGREEMENT.

4 C. Extensions Not Constituting Waiver: AUTHORITY's election to extend the Initial Term
5 under Option Term 1 and/or Option Term 2, shall not diminish its right to terminate the AGREEMENT for
6 AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this AGREEMENT.
7 The maximum Term of this AGREEMENT shall be thirteen (13) years from the Effective Date.

8 **ARTICLE 6. TIME AND SCHEDULE/COMPLETION DATES**

9 A. Schedule and Submittals:

10 1. CONTRACTOR's Submittal requirements and Submittal schedule shall be as set
11 out in CONTRACTOR's Approved Project Management Plan and CONTRACTOR's Approved Baseline
12 Implementation Schedule, in accordance with the Scope of Work and Requirements.

13 2. AUTHORITY's written Approval will be required for Submittals.

14 3. Within fifteen (15) Calendar Days from the Effective Date CONTRACTOR shall
15 submit a Baseline Implementation Schedule in a format acceptable to AUTHORITY for AUTHORITY's
16 review and Approval. The Preliminary Implementation Schedule at the time of the execution of the
17 AGREEMENT, included as Exhibit C, shall be the basis for the development of CONTRACTOR's
18 submitted Baseline Implementation Schedule. The Baseline Implementation Schedule shall propose
19 dates by which CONTRACTOR will (a) submit required permits, documents, applications, and design;
20 and (b) develop; deliver; install; test, and implement the required BOS, including all necessary
21 documents, Submittals, and Deliverables in support thereof. Sufficient information shall be shown on the
22 Baseline Implementation Schedule to enable proper control and monitoring of the tasks and subtasks in
23 the Scope of Work and Requirements.

24 4. Upon completion of the Baseline Implementation Schedule by the
25 CONTRACTOR to the satisfaction of AUTHORITY, the AUTHORITY will Approve the schedule, and it
26 will thereafter be deemed the Approved Baseline Implementation Schedule and will constitute the

1 schedule for the submittals set forth in paragraph 5 of this Article 6.

2 5. Progress of Work shall be measured against the Approved Baseline
3 Implementation Schedule and submitted to AUTHORITY monthly until the Project Implementation Phase
4 has been completed. Submission of monthly progress updates to the schedule shall not release or relieve
5 CONTRACTOR from full responsibility for completing the Work within the time set forth in the Approved
6 Baseline Implementation Schedule.

7 6. CONTRACTOR shall furnish sufficient resources to ensure the performance of
8 the Work in accordance with the Approved Baseline Implementation Schedule. If CONTRACTOR falls
9 behind in the performance of the Work as indicated in the Approved Baseline Implementation Schedule,
10 CONTRACTOR shall take such steps as may be necessary to improve its progress to ensure its
11 performance in accordance with the Approved Baseline Implementation Schedule. CONTRACTOR shall
12 manage the risks to the Approved Baseline Implementation Schedule to avoid any potential delays or
13 make every effort to work around any potential delays and mitigate the impact of delay.

14 7. CONTRACTOR shall be responsible for all delays in the Approved Baseline
15 Implementation Schedule, except delays in Approvals caused by Force Majeure events. However,
16 nothing in this section relieves CONTRACTOR of its responsibility to provide complete and accurate
17 Submittals and Deliverables that meet the requirements of the Scope of Work and Requirements.
18 Submittals rejected by AUTHORITY due to the CONTRACTOR's failure to meet the requirements of the
19 Submittal or Deliverable or to address the previous comments provided by AUTHORITY are not Force
20 Majeure events or otherwise excused events and CONTRACTOR shall be held responsible for all
21 associated delays.

22 8. If comments forms are established in the Project Management Plan to be used for
23 the resolution of questions and issues on a Submittal, the Submittal shall not be considered Approved
24 until all written comments are addressed to the satisfaction of the AUTHORITY. Such lack of Approval
25 shall be considered a rejection until such time as the comments are fully resolved.

26 /

1 B. Guaranteed Completion Dates:

2 In executing this AGREEMENT CONTRACTOR is guaranteeing that the BOS will be fully
3 operational by the following specified dates, "Guaranteed Completion Dates", subject to any extensions
4 thereof Approved by AUTHORITY in accordance with this AGREEMENT:

5 1. The BOS shall have achieved Commencement of Ramp-up/Customer Services
6 as determined by AUTHORITY, within thirty (30) Calendar Days of Notice to Proceed for Ramp-
7 up/Customer Services, with such Notice to Proceed provided by AUTHORITY no earlier than one
8 hundred twenty (120) days prior to Go-Live date Approved by the AUTHORITY.

9 2. The 405 Express Lanes BOS shall have achieved Readiness for Go-Live as
10 determined by AUTHORITY, within seven hundred thirty-eight (738) Calendar Days from the Effective
11 Date.

12 3. In addition to all other rights and remedies available to AUTHORITY, if
13 CONTRACTOR fails to meet a Guaranteed Completion Date, as such Guaranteed Completion Date may
14 be extended pursuant to this AGREEMENT, the CONTRACTOR shall be subject to liquidated damages
15 as specified in Article 18, Liquidated Damages.

16 C. Delays:

17 1. If at any time CONTRACTOR fails to complete any activity by the completion date
18 in the Approved Baseline Implementation Schedule, unless previously excused by AUTHORITY in
19 writing, CONTRACTOR will be required, within seven (7) Calendar Days of AUTHORITY's request, to
20 submit to AUTHORITY a statement as to how it plans to return to compliance, including a recovery
21 schedule if directed by AUTHORITY.

22 2. If CONTRACTOR fails or refuses to implement measures sufficient to bring its
23 Work back into conformity with the Approved Baseline Implementation Schedule, it shall be considered
24 an Event of Default and AUTHORITY may exercise all rights provided herein therefor, including permitting
25 CONTRACTOR to proceed under specified conditions required by AUTHORITY.

26 /

1 3. No AUTHORITY review or Approval of a schedule submitted by CONTRACTOR
2 shall release or relieve CONTRACTOR from full responsibility for the accurate, complete and timely
3 performance of the Work, including the accuracy and completeness of the schedules, or any other duty,
4 obligation or liability imposed on it by this AGREEMENT. AUTHORITY's Approval of a schedule shall
5 not constitute a representation by AUTHORITY that CONTRACTOR will be able to proceed or complete
6 the Work in accordance with the dates contained in said schedule.

7 **ARTICLE 7. START AND PHASES OF WORK**

8 A. Implementation Phase: The Implementation Phase shall commence upon the Effective
9 Date and shall continue until Final Acceptance. CONTRACTOR shall not begin performing Work until the
10 Effective Date and shall not be entitled to any compensation for any Work performed or costs incurred
11 prior to the Effective Date.

12 B. Conditions precedent to AUTHORITY executing the AGREEMENT are CONTRACTOR
13 furnishing the Form I, Performance Bond, Form J, Payment Bond, and applicable certificates of insurance
14 and endorsements thereof as required by this AGREEMENT. CONTRACTOR shall furnish said
15 documents within ten (10) Business Days after notification of award of this AGREEMENT from
16 AUTHORITY.

17 C. O&M Phase: The O&M Phase shall commence upon achieving commencement of Ramp-
18 up/Customer Services and shall continue through the end of the Term.

19 D. The AUTHORITY may change the Go-Live date shown in the Approved Baseline Project
20 Implementation Schedule by up to ninety (90) Calendar Days prior to, or ninety (90) Calendar Days after,
21 the date in the Approved Baseline Project Implementation Schedule with no impact to Contractor price or
22 performance and not subject to an equitable adjustment. The AUTHORITY shall give at least one hundred
23 twenty (120) Calendar Days' Notice of such change from the then current Approved Go-Live Date or the
24 new Go-Live date, whichever date is earlier. If such schedule change is made by the AUTHORITY, the
25 new Go-Live date shall become the Guaranteed Completion Date for Readiness for Go-Live in
26 accordance with the terms of Article 6. Any change to the Go-Live date made under this sub-paragraph

1 D will also apply to the Notice to Proceed for Ramp-up/Customer Services with an equal adjustment to
2 the Guaranteed Completion Date thereof. For example, if the Go-Live date is moved forward by thirty
3 (30) Calendar Days, the Notice to Proceed for Ramp-up/Customer Services will also be moved forward
4 by thirty (30) Calendar Days.

5 **ARTICLE 8. PAYMENT**

6 A. Payment of AUTHORITY Maximum Obligation: AUTHORITY shall pay to
7 CONTRACTOR up to its Maximum Obligation amount, for CONTRACTOR's full and complete
8 performance of its obligations under this AGREEMENT on a fixed and variable unit price basis in
9 accordance with the following provisions set forth in paragraphs B through M of this Article 8.

10 B. Payments for Implementation Phase: Payments to CONTRACTOR for the
11 Implementation Phase will be in the amounts and percentages as indicated in the CONTRACTOR Price
12 Proposal, and Exhibit E, Milestone Payment Schedule. Payments for BOS design, development,
13 integration and testing, installation and other Deliverables will be made using fixed prices for completed
14 and Approved Deliverables as provided in the Milestone Payment Schedule and the CONTRACTOR
15 Price Proposal.

16 C. Payments for Maintenance: Payments for Maintenance will be made on a monthly basis,
17 based on variable unit prices in accordance with the CONTRACTOR Price Proposal. Adjustments to
18 these payments may be made for CONTRACTOR performance which falls below required Performance
19 Measures as further set forth in the Scope of Work and Requirements.

20 D. Payments for Operations: Payments for Operations will be made on a monthly basis,
21 based on variable unit prices and Approved pass-through costs, in accordance with the CONTRACTOR
22 Price Proposal. Adjustments to these payments (excluding pass-through costs) may be made for
23 CONTRACTOR performance which falls below required Performance Measures as further set forth in
24 the Scope of Work and Requirements.

25 E. Full and Complete Compensation: All Work performed by CONTRACTOR in meeting the
26 requirements of the AGREEMENT shall be paid under one of the above payment methods, which shall

1 constitute full compensation for the Work, including but not limited to: (a) the cost of all insurance and
 2 bond premiums, home office, job site and other overhead, and profit relating to CONTRACTOR's
 3 performance of the Work; (b) the cost of performance of each and every portion of the Work (including all
 4 costs of all Work provided by Subcontractor(s) and third-party licenses and Software; (c) the cost of
 5 obtaining all governmental approvals; (d) all costs of compliance with and maintenance of such
 6 governmental approvals; (e) all risk of inflation, unless otherwise noted, currency risk, interest and other
 7 costs of funds associated with the payment terms for the Work as provided herein; and (f) payment of
 8 any taxes, duties, permits and other fees and/or royalties imposed with respect to the Work and any
 9 Equipment, materials or labor included therein.

10 F. Schedule of Fixed Payment for Implementation: The following schedule shall establish
 11 the firm fixed payment to CONTRACTOR by AUTHORITY for the Implementation Phase set forth in the
 12 Scope of Work and Requirements:

TYPE OF PAYMENT	PAYMENT AMOUNT (\$)
Fixed Price	\$0.00
Total Implementation Phase	\$0.00

16 The total firm fixed price (lump sum) as specified in Paragraph F of this Article shall not be exceeded,
 17 unless authorized by an amendment to this Agreement.

18 G. Schedule of variable price, fixed Transition and Succession Costs, and pass-through
 19 payment for O&M: The following schedule shall establish the basis for payment to CONTRACTOR by
 20 AUTHORITY for the O&M Phase set forth in the Scope of Work and Requirements. The schedule also
 21 shows the Maximum Obligation of AUTHORITY for the combined Implementation and Operation and
 22 Maintenance Phases,

23 /

24 /

25 /

26 /

TYPE OF PAYMENT	PAYMENT AMOUNT (\$)
Variable Costs Based on Unit Prices	\$0.00
Fixed Transition and Succession Costs	\$0.00
Pass through Costs	\$0.00
Total O&M Phase	\$0.00
MAXIMUM OBLIGATION FOR IMPLEMENTATION AND O&M PHASES	\$0.00

The amount due for Fixed Transition and Succession Costs is payable to CONTRACTOR only under the circumstances detailed elsewhere in this Agreement.

H. CONTRACTOR shall not commence performance of work or services until this Agreement has been approved by AUTHORITY and notification to proceed has been issued by AUTHORITY. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable

J. During the Implementation Phase: CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the Work actually completed by CONTRACTOR and Approved by AUTHORITY and in accordance with the payment methods as set forth in paragraph B of this Article 8.

K. Invoice requirements following commencement of Ramp-up/Customer Services and Go-Live: CONTRACTOR shall invoice AUTHORITY in accordance with the payment methods as set forth in paragraphs C and D of this Article 8. Such payments shall be monthly in arrears, beginning one month after commencement of Ramp-up/Customer Services.

L. Deliverables completed and Approved by AUTHORITY and Work performed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. At its sole discretion, AUTHORITY may decline to make full payment for any Deliverable or Work performed until such time as CONTRACTOR has documented to

1 AUTHORITY's satisfaction, that CONTRACTOR has completed all Work required under the invoice.
2 AUTHORITY's payment in full for any task or Deliverable completed shall not constitute AUTHORITY's
3 Final Acceptance of CONTRACTOR's Work under such invoice.

4 M. As partial security against CONTRACTOR's failure to satisfactorily fulfill all its obligations
5 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
6 submitted for payment by CONTRACTOR, and shall make prompt and regular incremental acceptances
7 of portions/milestones/tasks, as determined by AUTHORITY, of the Agreement work, and pay retainage
8 to CONTRACTOR based on these acceptances. The CONTRACTOR, or subcontractor, shall return all
9 monies withheld in retention from a subcontractor within thirty (30) calendar days after receiving payment
10 for work satisfactorily completed and accepted including incremental acceptances of
11 portions/milestones/tasks of the Agreement work by the AUTHORITY. CONTRACTOR shall invoice
12 AUTHORITY for the release of the retention in accordance with this Article.

13 L. The prime CONTRACTOR, or subcontractor, shall return all monies withheld in retention
14 from a subcontractor within thirty (30) days after receiving payment for work satisfactorily completed and
15 accepted. Any subcontract entered into as a result of this Agreement shall contain all of the provisions
16 of this section. Federal law, CFR Title 49, Part 26.29, requires that any delay or postponement of payment
17 over thirty (30) days may take place only for good cause and with the AUTHORITY's prior written
18 approval. Any violation of this provision shall subject the violating prime CONTRACTOR or subcontractor
19 to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and
20 Professions Code. These requirements shall not be construed to limit or impair any contractual,
21 administrative, or judicial remedies, otherwise available to the prime CONTRACTOR or subcontractor in
22 the event of a dispute involving late payment or nonpayment by the prime CONTRACTOR, deficient
23 subcontractor performance, or noncompliance by a subcontractor. This provision applies to both DBE
24 and non-DBE CONTRACTOR and subcontractors.

25 M. All retained funds shall be released by AUTHORITY and shall be paid to CONTRACTOR
26 within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit

1 CONTRACTOR's records in accordance with Article 17 entitled "Audit and Inspection of Records", of this
2 Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONTRACTOR within thirty
3 (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such
4 audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release
5 all or a portion of the retained amount based on CONTRACTOR's satisfactory completion of certain
6 portions/milestones/tasks. CONTRACTOR shall invoice AUTHORITY for the release of the retention in
7 accordance with this Article.

8 N. Submission of Invoices: Invoices shall be submitted by CONTRACTOR in duplicate to
9 AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices electronically to
10 AUTHORITY's Accounts Payable at vendorinvoices@octa.net. Each invoice shall be accompanied by
11 the monthly progress report specified in paragraph J of this Article, and the Scope of Work and
12 Requirements. AUTHORITY shall remit payment within thirty (30) Calendar Days of the receipt and
13 Approval of each invoice. Each invoice shall include the following information:

- 14 1. AGREEMENT No. C-0-2690;
- 15 2. The specific phase number for which payment is being requested;
- 16 3. BOS generated reports to validate quantities for the unit priced items, where
17 applicable;
- 18 4. AUTHORITY Project Manager's Approval of the payment request;
- 19 5. Identification of the relevant line item price in the CONTRACTOR Price Proposal,
20 and if milestone payment, identification of the milestone name, number, and amount in the Payment
21 Schedule;
- 22 6. The time period covered by the invoice;
- 23 7. Total monthly invoice (including Project-to-date, cumulative invoice amount) and
24 retention for the time period covered by the invoice and cumulative retention held, if applicable;
- 25 8. Monthly Progress Report and Approved Baseline Implementation Schedule
26 during Implementation Phase or, Monthly Operations Report during the O&M Phase;

1 9. Weekly certified payroll for personnel subject to prevailing wage requirements, if
2 applicable;

3 10. Certification signed by the CONTRACTOR that a) The invoice is a true, complete
4 and correct statement of reimbursable costs and progress; b) The backup information included with the
5 invoice is true, complete and correct in all material respects; c) All payments due and owing to
6 Subcontractors and Suppliers have been made; d) Timely payments will be made to Subcontractors and
7 Suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not
8 include any amount which CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier
9 unless so identified on the invoice; and

10 11. Any other information as agreed or requested by AUTHORITY to substantiate the
11 validity of an invoice.

12 O. Failure to comply with AUTHORITY's direction: CONTRACTOR shall not be entitled to
13 have any invoices processed or to have any payment made for Work performed if it has failed to comply
14 with any lawful or proper direction from AUTHORITY concerning the Work, following receipt of Notice
15 from AUTHORITY that the CONTRACTOR has failed to comply and that the AUTHORITY will exercise
16 its right to withhold payment of invoices within five (5) Business Days of the date of such Notice, unless
17 and until such time as compliance is achieved.

18 **ARTICLE 9. MAXIMUM OBLIGATION**

19 Notwithstanding any provisions of this AGREEMENT to the contrary, AUTHORITY and
20 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including
21 obligation for CONTRACTOR's profit) for all Work during the Initial Term shall be _____ Dollars
22 (\$____.00) (the "Maximum Obligation"). This is based on fixed and variable price components and
23 includes, but is not limited to, all amounts payable by AUTHORITY to CONTRACTOR for its subcontracts,
24 leases, pass-throughs, materials and costs arising from, or due to termination of, this AGREEMENT and
25 as further set forth in Article 8, Payment.

26 /

1 **ARTICLE 10. PROMPT PAYMENT CLAUSE**

2 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to
3 facilitate timely payment to all Subcontractors in accordance with regulatory mandates. Pursuant to 49
4 CFR Part 26.29, AUTHORITY will include the following clause in each U.S. DOT-assisted contract:

5 B. "CONTRACTOR agrees to pay each Subcontractor under this AGREEMENT for satisfactory
6 performance of its contract no later than seven (7) days from the receipt of each payment CONTRACTOR
7 receives from AUTHORITY. CONTRACTOR agrees further to return retainage payments to each
8 Subcontractor within thirty (30) days after receiving payment for Work satisfactorily completed and
9 accepted including incremental acceptances of portions of the AGREEMENT Work by AUTHORITY. Any
10 delay or postponement of payment from the above referenced time frame may take place only for good
11 cause and with AUTHORITY's prior Approval." CONTRACTOR shall incorporate this clause verbatim,
12 set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other source
13 agreements issued to both DBE and non-DBE firms.

14 C. Any violation of the provisions listed above shall subject the violating CONTRACTOR to the
15 penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and
16 Professions Code. This requirement shall not be construed to limit or impair any contractual,
17 administrative or judicial remedies otherwise available to CONTRACTOR or Subcontractor in the event
18 of a dispute involving late payment or nonpayment by CONTRACTOR; deficient Subcontractor
19 performance and/or noncompliance by a Subcontractor.

20 D. Failure to comply with this provision without prior Approval from AUTHORITY will constitute
21 noncompliance, which may result in the application of appropriate administrative sanctions, including, but
22 not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that
23 full payment is not made.

24 **ARTICLE 11. NOTICES**

25 All Notices hereunder and communications regarding the interpretation of the terms of this
26 AGREEMENT, or changes thereto, shall be effected by delivery of said Notices in person or by depositing

1 said Notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid or
 2 sent by electronic e-mail; provided that the recipient of the electronic Notice acknowledges receipt of such
 3 transmission by email. Personal or courier delivery shall be deemed given upon actual delivery to the
 4 intended recipient at the designated address. Mailed Notices shall be deemed given upon the date of
 5 the actual receipt as evidenced by the return receipt. Electronic e-mail Notices shall be deemed given
 6 upon the date the email is acknowledged as received by the recipient; provided that if acknowledgement
 7 is received after 5 p.m., delivery shall be deemed received as of 8 a.m. the following Business Day. Any
 8 Notice shall be sent, transmitted or delivered, as applicable, to the applicable Party the following address:

To: CONTRACTOR	To: Orange County Transportation Authority
	550 South Main Street P.O. Box 14184 Orange, CA 92863-1584
ATTENTION:	Mr. Robert Webb Principal Contract Administrator and Ms. Ellen Lee Project Manager
	R Webb Phone: (714) 560-5743 E Lee Phone: (714) 560-5988
	Email: rwebb@octa.net ; elee@octa.net

ARTICLE 12. INDEPENDENT CONTRACTOR

21
 22 A. CONTRACTOR's relationship to AUTHORITY in the performance of this AGREEMENT is
 23 that of an independent contractor. CONTRACTOR's personnel performing Work under this
 24 AGREEMENT shall at all times be under CONTRACTOR's exclusive direction and control and shall be
 25 employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages,
 26 salaries and other amounts due its employees in connection with this AGREEMENT and shall be

1 responsible for all reports and obligations respecting them, such as social security, income tax
2 withholding, unemployment compensation, workers' compensation and similar matters.

3 B. Should CONTRACTOR's personnel or a state or federal agency allege claims against
4 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or
5 allegations involving any other independent contractor misclassification issues, CONTRACTOR shall
6 defend and indemnify AUTHORITY in relation to any allegations made.

7 **ARTICLE 13. BONDS**

8 A. All bonds required by this AGREEMENT shall be issued by sureties authorized to do
9 business in the State of California with an A.M. Best Rating of A-, Class VIII, or better, or as otherwise
10 Approved by AUTHORITY in its sole discretion, referred to hereinafter as "Eligible Surety".
11 Notwithstanding any other provision set forth in this AGREEMENT, performance by a surety of any
12 obligations of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations under this
13 AGREEMENT.

14 B. As partial security against CONTRACTOR's failure to satisfactorily fulfill all Work and
15 obligations under this AGREEMENT, CONTRACTOR shall submit and keep in place until both 1) Go-
16 Live and 2) CONTRACTOR provision of applicable Operations and Maintenance Bond (hereinafter
17 referred to as an "O&M Bond") as described in paragraphs C and D below, a Performance Bond, and a
18 Payment Bond referred to hereinafter as "Bonds", in the forms respectively set forth in Forms I and J, and
19 attached to this AGREEMENT. The Bonds shall each be in the sum of one-hundred (100%) percent of
20 the Total BOS Implementation Costs (as shown in Sheet 1 of the CONTRACTOR Price Proposal entitled
21 Project Summary, cell C5, BOS Implementation Costs. If the Total BOS Implementation Costs are
22 increased in connection with an Amendment, AUTHORITY may, in its sole discretion, require a
23 corresponding increase in the amount of the Bonds or new Bonds covering the Amendment.

24 C. An O&M Bond shall be required for the BOS in the form of Form K, attached to this
25 AGREEMENT, as a condition of Go-Live Approval. The initial bonding level for the O&M Phase shall be
26 /

1 provided at one-hundred (100%) percent of Years 1 to 3 of O&M (not including pass-through costs) as
2 shown on CONTRACTOR Price Proposal Sheet 4, Projected Bond Amounts Table (cell C25).

3 D. The O&M Bond (not including pass-through costs) shall be renewed each year at the
4 anniversary date of Go-Live through the end of the Term. For subsequent years after the first year of
5 O&M, the renewed O&M Bond shall be submitted to AUTHORITY at least fifteen (15) Business Days
6 prior to the anniversary date of Go-Live. Upon Approval thereof, AUTHORITY will release the prior year's
7 Bonds.

8 E. The value of the O&M Bond for years 2 through 6 and shall be determined as follows:

9 1. Year 2 O&M Bond = Estimated total combined cost of O&M for years 2 and 3 (not
10 including pass-through costs) as shown on Sheet 4, Projected Bond Amounts table (cell C26).

11 2. Each of Years 3 through 6 O&M Bond = Estimated cost of total combined cost of
12 O&M for upcoming year only as provided on Sheet 4, Project Bond Amounts Table for the respective
13 upcoming year (cells C27, C28, C29, C30, as applicable).

14 F. The estimated value of the O&M costs for any given year with regard to bonded amount
15 shall be based on the value presented in the CONTRACTOR Price Proposal for total O&M costs for the
16 referenced year(s) as provided in paragraph E of this article, as adjusted for any Approved change orders
17 that have affected these Price Proposal cells and any updates in the estimated O&M volumes for the
18 year(s) provided by AUTHORITY at its sole determination.

19 G. If any Bond previously provided becomes ineffective, or if the Eligible Surety that provided
20 the Bond no longer meets the AGREEMENT requirements, CONTRACTOR shall provide a replacement
21 Bond in the same form issued by an Eligible Surety within five (5) Business Days of CONTRACTOR's
22 knowledge of same. CONTRACTOR shall provide Notice to AUTHORITY promptly following such Bond
23 being rendered ineffective or when such Bond's surety is no longer an Eligible Surety, in no case later
24 than three (3) Business Days thereafter.

25 H. Additionally, the Performance Bond shall meet the following requirements:

26 /

1 1. Identify AUTHORITY and AGREEMENT No. C--0-2690 for which the
2 Performance Bond is provided; and

3 2. Upon Notice by AUTHORITY that CONTRACTOR has defaulted under this
4 AGREEMENT, the Eligible Surety will have ten (10) Business Days to make a determination on the claim
5 and to notify AUTHORITY accordingly.

6 **ARTICLE 14. INDEMNIFICATION**

7 A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, Caltrans,
8 FHWA, and their officers, directors, employees and agents, (hereafter, the "Indemnitees") from and
9 against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement)
10 for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by
11 the negligent acts, omissions or willful misconduct by CONTRACTOR, its officers, directors, employees,
12 agents, Subcontractors or Suppliers in connection with or arising out of the performance of this
13 AGREEMENT. In addition to any other defense and indemnity obligations that CONTRACTOR has
14 assumed under this AGREEMENT, CONTRACTOR shall defend, indemnify and hold harmless the
15 Indemnitees from and against any and all liabilities, actions, suits, claims, and legal expenses, including
16 attorneys' fees, which arise out of any claim asserting a cause of action for trespass, inverse
17 condemnation or any other unlawful entry onto property by CONTRACTOR, its Subcontractors, agents
18 or employees. Any monies owed may be deducted from any monies due or to become due to
19 CONTRACTOR hereunder or under any other agreement between CONTRACTOR and AUTHORITY.

20 B. Intellectual Property:

21 1. CONTRACTOR shall be liable and responsible without limitation for any and all
22 claims made against AUTHORITY for infringement of Intellectual Property rights, by the use or supplying
23 of any Equipment or Software in the course of performance or completion of, or in any way connected
24 with, the Work, or AUTHORITY's continued use of such Equipment or Software. The CONTRACTOR
25 shall indemnify AUTHORITY against and save it harmless from all loss and expense incurred in the
26 defense, settlement or satisfaction of any claims in the nature of Intellectual Property infringement arising

1 out of or in connection with AUTHORITY's use, pursuant to this AGREEMENT, of the Equipment and
2 Software.

3 2. Without limiting any other rights or remedies available to AUTHORITY under the
4 AGREEMENT, in law and/or equity, in the event that any Intellectual Property, Equipment or Software
5 employed to provide Work pursuant to this AGREEMENT, or portion thereof, is held to constitute an
6 infringement and its use is or may be enjoined, the CONTRACTOR shall have the obligation at
7 AUTHORITY's option to do one or more of the following:

8 a. Require CONTRACTOR to, at its own expense, supply, temporarily or
9 permanently, replace the Intellectual Property, Equipment or Software of similar quality and function
10 which is not subject to such an infringement or injunction;

11 b. Require CONTRACTOR to, at its own expense, remove all such
12 Intellectual Property, Equipment and Software and refund to AUTHORITY the cost thereof or equitably
13 adjust compensation;

14 c. Take such steps as is necessary to ensure compliance by AUTHORITY
15 with such injunction;

16 d. Modify, or require that the applicable Subcontractor or Supplier modify, the
17 alleged infringing Intellectual Property at its own expense, without impairing in any respect the
18 functionality or performance thereof that is non-infringing; and/or

19 e. Procure for AUTHORITY, at CONTRACTOR's expense, the rights
20 provided under this AGREEMENT to use the infringing Intellectual Property, Equipment or Software.

21 3. CONTRACTOR shall be solely responsible for determining and informing
22 AUTHORITY whether a prospective Supplier or Subcontractor is a party to any litigation involving
23 Intellectual Property infringement or misappropriation or any injunction related thereto, or arising out of
24 any Intellectual Property, Equipment and/or Software provided hereunder. The CONTRACTOR shall
25 enter into agreements with all Suppliers and Subcontractors at its own risk. AUTHORITY may reject any
26 Intellectual Property, Equipment or Software, which it believes to be the subject of any such litigation or

1 injunction, or if, in AUTHORITY's judgment, use thereof does not meet the objectives of Work, restricts
2 or impairs AUTHORITY's rights in any Intellectual Property, or is unlawful.

3 **ARTICLE 15. INSURANCE**

4 A. CONTRACTOR shall procure at its own expense and maintain during the Term of this
5 AGREEMENT or longer as provided herein, insurance coverage as specified in this Article 15 or as
6 otherwise agreed to by AUTHORITY. CONTRACTOR shall provide the following insurance coverage:

7 1. Commercial General Liability at least as broad as Insurance Services Office
8 Commercial General Liability Coverage (occurrence form CG 0001 or equivalent) with a minimum limit of
9 \$5,000,000.00 per occurrence and \$10,000,000.00 general aggregate. and is acceptable to
10 AUTHORITY;

11 2. Automobile Liability at least as broad as Insurance Services Office Business Auto
12 Coverage (form CA 0001, code 1, any auto, or equivalent), with a minimum combined single limit of
13 \$5,000,000.00 per occurrence and is acceptable to AUTHORITY;

14 3. Workers' Compensation insurance as required by the State of California and
15 Employer's Liability Insurance. Employer's liability limits shall be no less than \$1,000,000 each accident,
16 each employee for bodily injury, and policy limit for bodily injury. The policy shall be endorsed to waive
17 the insurer's right of subrogation against the AUTHORITY and its respective officers, directors,
18 employees and agents;

19 4. Commercial Crime with limits no less than \$5,000,000 per claim and in the
20 aggregate to include: Employee dishonesty, Forgery & Alteration, Monies & Securities, Computer
21 Crime; and

22 5. Technology Errors & Omissions Including Privacy and Network Security- covering
23 liability for errors or omissions in rendering computer or information technology services including 1)
24 systems analysis 2) systems programming 3) data processing 4) systems integration 5) outsourcing
25 development and design 6) systems design, consulting, development and modification 7) training
26 services relating to computer Software or Hardware 8) management, repair and maintenance of computer

1 products, networks and systems 9) marketing, selling, servicing, distributing, installing and maintaining
2 computer Hardware or Software 10) data entry, modification, verification, maintenance, storage, retrieval
3 or preparation of data output, and 11) Privacy and Network Security (Cyber Liability) insurance covering
4 liability arising from a) hostile action, or a threat of hostile action (“ransomware”), b) “malware” including
5 computer viruses, Trojan horses, worms and any other type of malicious or damaging code c) dishonest,
6 fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and
7 whether acting alone or in collusion with other persons, d) denial of service for which the insured is
8 responsible that results in the degradation of or loss of access to internet or network activities or normal
9 use of a computer system e) loss of service that results in the inability of a third-party, who is authorized
10 to do so, to access a computer system and conduct normal activities. The policy limit shall be not less
11 than fifteen million dollars (\$15,000,000) per claim and annual aggregate.

12 B. Proof of such coverage, in the form of a certificate of insurance, a copy of the insurance
13 policy and/or an insurance company issued policy endorsement shall be provided to AUTHORITY. Proof
14 of insurance coverage and endorsements evidencing the requirements for additional insureds must be
15 received by AUTHORITY within ten (10) Calendar Days from notification of award of this AGREEMENT.
16 Such insurance shall be primary and non-contributory to any insurance or self-insurance maintained by
17 AUTHORITY. AUTHORITY reserves the right to request certified copies of all related insurance policies.

18 C. CONTRACTOR shall include on the face of the Certificate of Insurance the AGREEMENT
19 Number and AUTHORITY’S Contract Administrator’s Name, Robert Webb, Principal Contracts
20 Administrator.

21 D. AUTHORITY and the California Department of Transportation, their officers, directors,
22 employees and agents (the “Indemnitees”) must be named as additional insured on Commercial General
23 Liability and Automobile Liability Certificates and on the insurance policy endorsement with respect to
24 performance hereunder.

25 E. CONTRACTOR shall also include in each subcontract the requirement that
26 Subcontractors shall maintain appropriate insurance coverage in the amounts as required by

1 CONTRACTOR and include the Indemnitees as additional insureds on general and automobile liability
2 policies. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the
3 AGREEMENT. CONTRACTOR shall have responsibility to enforce Subcontractor compliance with these
4 or similar insurance requirements provided that CONTRACTOR shall upon AUTHORITY'S request
5 provide acceptable evidence of insurance for any Subcontractor. The CONTRACTOR shall assume all
6 responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons
7 or property arising out of the nature of the Work, including but not limited to the negligence or failure of
8 its Subcontractors (as well as CONTRACTOR's employees) to comply with this AGREEMENT.

9 F. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications
10 or cancellation of any required insurance policies.

11 G. CONTRACTOR shall at all times during the Term of this AGREEMENT maintain
12 insurance in such form as is satisfactory to AUTHORITY, and will furnish AUTHORITY with continuing
13 evidence of insurance as provided below. All insurance policies shall be issued by companies licensed
14 to do business in the State of California, with an A.M. Best Rating of A-, Class VII, or better, or as
15 otherwise approved by AUTHORITY. CONTRACTOR shall at all times comply with the terms of such
16 insurance policies, and all requirements of the insurer under any such insurance policies, except as they
17 may conflict with existing California laws or this AGREEMENT.

18 H. CONTRACTOR shall provide AUTHORITY with certificates showing the required
19 coverage to be in effect and a copy of the insurance policy or endorsements evidencing the requirements
20 for the additional insureds. Such policies shall provide that the insurance shall not be materially modified
21 or cancelled except upon thirty (30) Calendar Days prior written Notice to AUTHORITY. Copies of all
22 insurance policies and endorsements shall be provided to AUTHORITY upon request.

23 I. AUTHORITY reserves the right to review all insurance coverage and amounts of
24 insurance coverage on an annual basis and to require the CONTRACTOR to adjust the insurance
25 coverage and amounts of insurance coverage based on industry standards for contracts of this size and
26 type. CONTRACTOR shall timely pay all premiums and deductibles when due for all insurance coverage

1 required herein. The above insurance shall not contain a self-insurance retention (SIRs) unless Approved
2 by AUTHORITY.

3 J. Pertaining to the above paragraphs regarding professional liability, technology errors and
4 omissions, and cyber liability insurance, if coverage is written on a claims made basis, such insurance
5 shall be maintained in force at all times during the Term and for a period of three (3) years thereafter for
6 Work completed during the Term. Additionally, if a sub-limit applies to any elements of coverage, the
7 policy endorsement evidencing the coverage above must specify the coverage section and the amount
8 of the sub-limit.

9 K. Providing and maintaining adequate insurance coverage described herein is a material
10 obligation of the CONTRACTOR and is of the essence for this AGREEMENT. The limits of coverage
11 under each insurance policy maintained by CONTRACTOR shall not be interpreted as limiting the
12 CONTRACTOR's liability and obligations under the AGREEMENT.

13 L. Subcontractors' Insurance: CONTRACTOR shall either require each Subcontractor to
14 obtain and maintain Workers' Compensation Insurance, Commercial General Liability, Business
15 Automobile Liability and Professional Liability coverage similar to those required above in this section for
16 the CONTRACTOR, or any other coverage deemed necessary to the successful performance of the
17 AGREEMENT, or cover Subcontractors under the CONTRACTOR's policies. Such coverage shall be in
18 effect at all times that a Subcontractor is performing Work under the AGREEMENT. The CONTRACTOR
19 shall have responsibility to enforce Subcontractor compliance with these or similar insurance
20 requirements; provided the CONTRACTOR shall upon AUTHORITY's request provide acceptable
21 evidence of insurance for any Subcontractor. The CONTRACTOR shall assume all responsibility for risks
22 or casualties of every description, for any and all damage, loss or injury, to persons or property arising
23 out of the nature of the Work, including but not limited to the negligence or failure of its Subcontractors
24 (as well as CONTRACTOR's employees) to comply with this AGREEMENT.

25 M. Waivers: AUTHORITY and CONTRACTOR waive all rights against each other, against
26 each of their agents and employees and their respective members, directors, officers, employees, agents

1 and consultants for any claims to the extent covered by insurance obtained pursuant to this Article 15,
2 except such rights as they may have to the proceeds of such insurance. CONTRACTOR shall require all
3 Subcontractors to provide similar waivers in writing in favor of AUTHORITY and its respective officers,
4 officials, employees and volunteers except as otherwise agreed to by AUTHORITY.

5 **ARTICLE 16. CHANGES**

6 A. By written Notice or order, AUTHORITY may, from time to time, order Work suspension,
7 add or deduct Work and/or make changes in the general Scope of Work and Requirements of this
8 AGREEMENT hereinafter collectively referred to as "Changes". Changes include, but are not limited to,
9 the Work furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work and
10 Requirements.

11 B. Any such Changes to Work that are considered by AUTHORITY to be a Change(s) to the
12 current Scope of Work and Requirements shall result in the issuance of an Amendment signed by both
13 AUTHORITY and the CONTRACTOR. No Change shall be compensated or time extensions therefore
14 permitted, except pursuant to an Approval. A Work suspension issued by AUTHORITY, via a stop notice,
15 which results in an increase or decrease to the maximum obligation due CONTRACTOR, will require an
16 Amendment.

17 C. Any Change considered by AUTHORITY to be within the current Scope of Work but that
18 has not been specifically tasked or separately identified in CONTRACTOR Price Proposal, will not require
19 a Contract Amendment and will be identified as an Additional Work Order, subject to Approval by
20 AUTHORITY.

21 D. If any such suspension of Work or Change causes an increase or decrease in the price
22 of this AGREEMENT or in the time required for its performance, CONTRACTOR shall promptly notify
23 AUTHORITY thereof and assert its claim for adjustment within ten (10) Calendar Days after the Change
24 or Work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in
25 this clause shall excuse CONTRACTOR from proceeding immediately with the requested Change.

26 /

1 E. In determining additional compensation to be paid for Change, the Parties shall use the
2 labor, Equipment, unit and material costs and rates included in the CONTRACTOR Price Proposal for
3 labor and material only where deemed appropriate and Approved by the AUTHORITY in preparing the
4 Amendment. Labor rates shall be calculated in accordance with the Price Instructions, Section 2.6
5 Additional Service Rates and Section 2.9 CPI Actual Cost Adjustments. For Equipment, applications,
6 tools and/or materials not covered in the Price Proposal or covered in the Price Proposal but not deemed
7 appropriate or Approved by the AUTHORITY, a catalog or market price of a commercial product sold in
8 substantial quantities shall be used as the basis for proposed costs.

9 F. If the cost of Change cannot be established on this basis or on the basis of prices set by
10 the AGREEMENT, law or regulation, CONTRACTOR shall submit detailed cost breakdowns, including
11 information on Equipment, Software, labor and materials costs and other direct costs.

12 G. CONTRACTOR agrees that it will accept as full compensation for the Change, in the case
13 of paragraph B, a price mutually agreed upon in writing, via an Amendment by the AUTHORITY and
14 CONTRACTOR or in the case of paragraph C, an Additional Work Order by the AUTHORITY and
15 CONTRACTOR.

16 H. If the CONTRACTOR disagrees with the amount of compensation or time extension
17 proposed by AUTHORITY in the Amendment, AUTHORITY may issue a Work Directive. CONTRACTOR
18 shall submit a written dispute to AUTHORITY within fifteen (15) Calendar Days after the receipt of the
19 Work Directive. Notwithstanding CONTRACTOR'S disagreement, CONTRACTOR shall proceed
20 diligently with performance if directed by AUTHORITY. The dispute shall state the points of disagreement
21 and, if possible, the AGREEMENT Scope of Work and Requirements references, quantities and costs
22 involved. If a written dispute is not submitted within the above period, payment will be made as set forth
23 in the Work Directive and such payment shall constitute full compensation for all Work included therein
24 or required thereby. An undisputed Work Directive will be considered as executed Amendment.

25 I. CONTRACTOR shall promptly notify AUTHORITY in writing when it receives direction,
26 instruction, interpretation or determination from any source other than AUTHORITY that may lead to or

1 cause change in the Work. AUTHORITY shall Approve before CONTRACTOR acts on said direction,
2 instruction, interpretation or determination.

3 J. CONTRACTOR shall only commence Work covered by an Amendment after the
4 Amendment is executed by AUTHORITY, or it is considered an executed Amendment under the terms
5 of paragraph H, or if a Work Directive has been issued.

6 **ARTICLE 17. DISPUTES**

7 A. Except as otherwise provided in this AGREEMENT, when a dispute arises between
8 CONTRACTOR and AUTHORITY, the project managers shall meet to resolve the issue. If project
9 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
10 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or
11 otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMM, shall be the
12 final and conclusive administrative decision.

13 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
14 the performance of this AGREEMENT and while awaiting the decision of AUTHORITY's Director, CAMM.
15 Nothing in this AGREEMENT, however, shall be construed as making final the decision of any
16 AUTHORITY official or representative on a question of law, which questions shall be settled in
17 accordance with the laws of the State of California, with venue in Orange County, CA. In lieu of litigation
18 the Parties may upon terms agreed to by the Parties, elect mediation or arbitration, binding or otherwise.

19 **ARTICLE 18. LIQUIDATED DAMAGES**

20 A. If CONTRACTOR fails to: (1) complete the Work by the Guaranteed Completion Dates or
21 any Approved extension thereof, or (2) provide Key Team Personnel in accordance with the
22 AGREEMENT, or (3) meet the O&M Performance Measures of the AGREEMENT established in the
23 Scope of Work and Requirements, the actual damage to AUTHORITY will be difficult or impossible to
24 determine. Therefore, the Parties have agreed to stipulate to the amount payable to the AUTHORITY
25 as liquidated damages in order to fix and limit CONTRACTOR's costs and to avoid later disputes over
26 what amount of damages are proper. The Parties agree that the amount of liquidated damages are

1 reasonable in light of the anticipated or actual damage to the AUTHORITY and do not constitute a penalty.

2 Liquidated damages may be assessed at the AUTHORITY's sole discretion as follows:

3 B. Implementation Phase Delays:

4 1. In the event that CONTRACTOR has not completed the Work required for Ramp-
5 up/Customer Services by the Guaranteed Completion Date, CONTRACTOR shall be assessed per
6 Calendar Day on a cumulative basis, commencing the day following the Guaranteed Completion Date as
7 follows:

- 8 • 1-30 Calendar Days following Guaranteed Completion Date: \$2,300 per Calendar Day
- 9 • 31-60 Calendar Days following Guaranteed Completion: \$5,700 per Calendar Day
- 10 • Greater than 60 days following the Guaranteed Completion Date: \$11,400 per Calendar
11 Day

12 2. In the event that CONTRACTOR has not completed the Work required for
13 Implementation of the 405 BOS and has not achieved Readiness for Go-Live by the Guaranteed
14 Completion Dates, CONTRACTOR shall be assessed \$45,000 per Calendar Day, commencing the day
15 following the Guaranteed Completion Date, but not to exceed sixty (60) Calendar Days or \$2,700,000.
16 Upon commencement of assessment of the liquidated damages for not achieving Readiness for Go-Live
17 under this paragraph B. 2, any liquidated damages provided for in B. 1 for not meeting the Guaranteed
18 Completion Date for Ramp-up/Customer Services shall cease to continue to accrue; however, any
19 cumulative Ramp-up/Customer Services' liquidated damages incurred prior to that date in accordance
20 with the above sub-paragraph B-1 shall still be in effect.

21 C. Key Team Personnel:

22 1. CONTRACTOR acknowledges that the award of this AGREEMENT by
23 AUTHORITY was based in significant part on the qualifications and experience of the Key Team
24 Personnel listed in CONTRACTOR's Proposal and representation that they would be available to
25 perform the Work.

26 /

2. In the event that CONTRACTOR Project Manager and/or other Personnel identified in Table below become Unavailable to perform the Work, subject to the conditions set forth in Article 4, CONTRACTOR’s Personnel, AUTHORITY may assess CONTRACTOR liquidated damages for each occasion of such Unavailability as follows:

Key Team Personnel Liquidated Damages

POSITION	LIQUIDATED AMOUNT
Project Manager – Implementation Phase	\$ 150,000
Project Manager - O&M Phase	\$150,000
Operations Manager	\$ 50,000
Installation Manager	\$ 25,000

3. In addition to the amounts payable for positions identified in the above table, CONTRACTOR shall pay AUTHORITY a further liquidated amount of \$20,000, if any other Key Team Personnel is Unavailable.

4. The amounts payable under this Article 18 for Unavailability apply for each occasion of Unavailability for each of the Key Team Personnel.

D. Failure to Meet Performance Measures:

1. Performance Measures establish a minimum level of service for O&M Phase Work. These Performance Measures include compliance with Security Standards identified in the Scope of Work and Requirements, including but not limited to data security, payment card industry (PCI), and Personally Identifiable Information (PII) standards.

2. Failure to meet such Performance Measures shall result in the assessment of liquidated damages in the form of Adjustments as set forth in the Scope of Work and Requirements. These Adjustments shall result in a reduction of the amount of the monthly fee AUTHORITY would otherwise pay to CONTRACTOR for the Work. Standard reports shall be developed by CONTRACTOR to measure whether the Performance Measures have been met. The format and

1 content of such reports shall be Approved during the design period, shall be generated by the BOS,
2 and shall be run on a scheduled basis by CONTRACTOR and provided to AUTHORITY on a monthly
3 basis, unless another frequency is otherwise specified in the Scope of Work and Requirements or as
4 otherwise directed by AUTHORITY.

5 E. AUTHORITY may deduct liquidated damages from any monies due or that may become
6 due to CONTRACTOR under the AGREEMENT. AUTHORITY is not obligated, however, to make such
7 a deduction or to provide notice thereof. If such deducted monies are insufficient to recover the liquidated
8 damages owing, CONTRACTOR or CONTRACTOR's Surety shall pay to AUTHORITY any deficiency
9 prior to Final Acceptance of Implementation Phase or closeout of O&M Phase, as applicable, or upon
10 termination of this AGREEMENT.

11 F. The failure of AUTHORITY to assess any liquidated damages authorized under this Article
12 18 shall not constitute a waiver of AUTHORITY's right to assess such Adjustments or liquidated damages
13 at a future date. Further, failure to impose liquidated damages does not constitute a waiver of
14 CONTRACTOR's obligations to perform in accordance with the AGREEMENT and Scope of Work and
15 Requirements.

16 G. Liquidated damages are separate and cumulative and are not in lieu of Actual Damages
17 covered under Article 19, Actual Damages.

18 **ARTICLE 19. ACTUAL DAMAGES**

19 A. During the O&M Phase, CONTRACTOR shall reimburse AUTHORITY for lost revenue
20 which AUTHORITY or CONTRACTOR identifies as having been lost due to the fault of the
21 CONTRACTOR. Lost revenue includes, but is not limited to, such events as processing errors, lost
22 transactions, lost images, unprocessed transactions, lost data, revenue lost due to data security breach,
23 and transactions that are not able to be collected due to failures or delays in transaction processing. If
24 actual data is available for the affected time period, such data will be considered in the calculation of
25 actual damages as applicable. If AUTHORITY does not have actual transactional, financial, or other
26 relevant operational data from the affected period, such actual damages shall be calculated based on a

1 determination of a comparable period made by AUTHORITY, and shall consider the day, month, time of
2 day, location, season, whether the day is a weekday, weekend or Holiday, and such other factors as are
3 reasonable. AUTHORITY may choose, in its sole discretion, to recover such lost revenue from the
4 CONTRACTOR by deducting such amounts from payments otherwise due and owing from AUTHORITY
5 to the CONTRACTOR.

6 B. In addition to other actual damages, CONTRACTOR shall be responsible for all
7 additional costs associated with any PII, PCI, data or security breach associated with CONTRACTOR's
8 provision of Work, including but not limited to, special mailings notifying customers of a mistake in their
9 monthly statements due to inaccurate reporting of information by CONTRACTOR and providing credit
10 monitoring services to customers.

11 **ARTICLE 20. RISK OF LOSS**

12 A. CONTRACTOR shall bear all risk of damage or loss to the BOS except to the extent the
13 damage and loss is caused by the sole negligence or willful misconduct of AUTHORITY or Force Majeure.

14 B. In the case of damage or loss that AUTHORITY agrees was caused by the sole
15 negligence or willful misconduct of AUTHORITY or Force Majeure, CONTRACTOR shall promptly
16 replace the damaged or lost portions of the System at CONTRACTOR's cost after such cost is pre-
17 Approved by AUTHORITY, and submit the amount(s) thus expended to AUTHORITY for reimbursement
18 as a clearly identified, separate item on its next invoice to AUTHORITY.

19 **ARTICLE 21. DEFAULT**

20 A. Event of Default:

21 1. An "Event of Default" shall mean a material breach of this AGREEMENT by the
22 CONTRACTOR. Without limiting the generality of the foregoing and in addition to those instances
23 referred to elsewhere in this AGREEMENT as a breach, an Event of Default shall include the following:

24 a. CONTRACTOR fails to timely remit or credit revenues due AUTHORITY
25 pursuant to this AGREEMENT;

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1 b. CONTRACTOR fails to timely deliver and/or maintain Deliverables to
2 AUTHORITY, which Deliverables include, but are not limited to, all insurance, bonds or other performance
3 security required by this AGREEMENT or to maintain in force and effect any such insurance, bonds or
4 performance security;

5 c. CONTRACTOR fails to promptly perform the Work following Effective
6 Date of AGREEMENT; to diligently perform the Work in accordance with the Approved Baseline
7 Implementation Schedule; suspends or otherwise ceases to perform the Work (excepting therefrom
8 excused suspensions directed by AUTHORITY or due to Force Majeure); or promptly resume
9 performance of the Work which have been suspended as directed by AUTHORITY;

10 d. CONTRACTOR fails to perform the Work in accordance with this
11 AGREEMENT, including, but not limited to, the Scope of Work and Requirements;

12 e. CONTRACTOR fails to supply enough properly skilled workers or proper
13 materials to perform the Work required under this AGREEMENT;

14 f. CONTRACTOR fails to make prompt payment to Subcontractors or
15 Suppliers in accordance with this AGREEMENT absent a valid dispute as between the CONTRACTOR
16 and its Subcontractors or Suppliers;

17 g. CONTRACTOR fails to make any payment due AUTHORITY under this
18 AGREEMENT, including but not limited to, liquidated damages;

19 h. CONTRACTOR commences any suit or any suit is commenced against
20 CONTRACTOR, under any bankruptcy, insolvency or similar law to liquidate, reorganize or dissolve
21 CONTRACTOR, or which seeks the appointment of a receiver, trustee, custodian or other similar official
22 to attach, execute or such similar process for any substantial part of CONTRACTOR's assets; or
23 CONTRACTOR assigns the proceeds received from this AGREEMENT for the benefit of its creditors, or
24 it has taken advantage of any insolvency statute or debtor/creditor law or if the CONTRACTOR's property
25 or affairs have been put in the hands of a receiver; or any of the foregoing events occur with respect to
26 any Surety, which Surety is not promptly replaced by CONTRACTOR;

1 i. CONTRACTOR fails to obtain the Approval of AUTHORITY where
2 required by this AGREEMENT;

3 j. CONTRACTOR fails to provide adequate assurances as required under
4 paragraph 2. below;

5 k. CONTRACTOR has failed in the representation of any warranties stated
6 herein;

7 l. Any person authorized to act on CONTRACTOR's behalf makes a
8 statement to any person authorized to act on AUTHORITY's behalf, indicating that CONTRACTOR
9 cannot or will not perform any one or more of its obligations under this AGREEMENT;

10 m. CONTRACTOR has a pattern of repeated failures to provide the Work and
11 meet the Scope of Work and Requirements of this AGREEMENT;

12 n. CONTRACTOR fails to remedy Pervasive Defects; or

13 o. The suspension or revocation of any license, permit, or registration
14 necessary for the performance of the CONTRACTOR's obligations under this AGREEMENT.

15 2. When, in the opinion of AUTHORITY, reasonable grounds for uncertainty exist
16 with respect to the CONTRACTOR's ability to perform the Work or any portion thereof, AUTHORITY may
17 request that the CONTRACTOR, within the time frame set forth in AUTHORITY's request, provide
18 adequate assurances to AUTHORITY, in writing, of CONTRACTOR's ability to perform in accordance
19 with the terms of this AGREEMENT. Until AUTHORITY receives such assurances, AUTHORITY may
20 suspend all payments or portions thereof to CONTRACTOR. In the event that CONTRACTOR fails to
21 provide to AUTHORITY the requested assurances within the prescribed time frame, AUTHORITY may:

22 a. Treat such failure as an Event of Default;

23 b. Resort to any remedy for breach provided herein or at law or equity,
24 including, but not limited to, taking over the performance of the Work or any part thereof either by itself or
25 through others;

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1 c. Remove all technical documentation deposited with the Escrow Agent
2 pursuant to the Escrow Agreement executed in accordance with Article 25, Intellectual Property, and
3 Article 26, Intellectual Property Escrow, with the purpose of competitively procuring any Equipment or
4 Software or providing any Work based on such documentation; and

5 d. Terminate CONTRACTOR's performance hereunder.

6 3. The enumeration in this Article or elsewhere in this AGREEMENT of specific rights
7 or remedies of AUTHORITY shall not be deemed to limit any rights or remedies which AUTHORITY
8 would have in the absence of such enumeration and no exercise by AUTHORITY of any right or remedy
9 shall operate as a waiver of any other of AUTHORITY's rights or remedies not inconsistent therewith or
10 to stop AUTHORITY from exercising such other rights or remedies.

11 B. Notice of Default - Chance to Cure:

12 If, in the determination of AUTHORITY, an Event of Default has occurred, AUTHORITY will
13 notify CONTRACTOR by delivery of a Notice hereinafter referred to as "Default Notice" specifying the
14 default claimed, and advising the CONTRACTOR that such default must be cured as set forth therein
15 or this AGREEMENT may be terminated. Prior to declaring an Event of Default AUTHORITY shall
16 allow the CONTRACTOR to cure the default to AUTHORITY's reasonable satisfaction within fifteen
17 (15) Calendar Days, or such shorter time if the default requires it; provided that AUTHORITY is not
18 required to issue a Default Notice if there is an Event of Default which by nature cannot be cured.
19 Failure to provide a Default Notice shall not preclude AUTHORITY from exercising other available
20 remedies short of termination. AUTHORITY may extend the opportunity to cure beyond the fifteen
21 (15) Calendar Day period if the default is one AUTHORITY agrees requires additional time to cure, so
22 long as the CONTRACTOR has commenced curing such default and is effectuating a cure with
23 diligence and continuity during such fifteen (15) Calendar Day period extension thereof which
24 AUTHORITY prescribes.

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C. Remedies in the Event of Default:

1. If CONTRACTOR does not cure the Event of Default within the time prescribed or the default is not subject to cure, AUTHORITY may declare an Event of Default, which shall be in writing and provided to CONTRACTOR, and, as appropriate the Surety. In addition to all other rights and remedies under this AGREEMENT and/or the bonds, AUTHORITY shall, upon declaration of an Event of Default, have the right to terminate this AGREEMENT, in whole or in part, pursuant to issuance of a Notice of Termination for Cause, specifying the effective date thereof and/or perform or cause to be performed the Work or any portion thereof, which are required of CONTRACTOR. In exercising such rights, AUTHORITY may immediately take possession of, and CONTRACTOR shall deliver, all applicable Equipment, Software and data, and facilities that house such items as AUTHORITY may direct. AUTHORITY shall also have the right to complete the Work with CONTRACTOR's Subcontractors as AUTHORITY directs and CONTRACTOR shall assign such subcontracts as AUTHORITY directs. AUTHORITY, as part of its right to complete the Work, may take possession of and use, and CONTRACTOR shall be required to deliver to AUTHORITY, any or all of the materials, plants, tools, Equipment, Hardware, supplies, and property of every kind, provided, purchased, maintained, leased, owned, or rented by CONTRACTOR, including but not limited to all technical specifications, drawings, source code, and object code placed into Escrow. AUTHORITY may make available such escrowed materials to third parties; third party licenses and Software, and/or procure other materials, plant, tools, Equipment, Hardware, and supplies. AUTHORITY may charge CONTRACTOR and the CONTRACTOR shall be liable to AUTHORITY for the expense of said labor, materials, plant, tools, Equipment, Hardware, supplies and property reasonably necessary in performing or completing the Work.

2. If AUTHORITY declares an Event of Default, CONTRACTOR shall be liable for those damages provided herein resulting from the default, including but not limited to:

- a. Losses as defined in Article 20, Risk of Loss;

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1 b. The difference between the actual costs incurred by AUTHORITY in
2 completing the Work and the compensation AUTHORITY would otherwise have paid CONTRACTOR
3 under this AGREEMENT for completing such Work;

4 c. Liquidated damages; and

5 d. Actual damages.

6 The CONTRACTOR shall remain liable for any other liabilities and claims related to
7 CONTRACTOR's default. All damages and costs may be deducted and paid out of any monies due
8 from AUTHORITY to CONTRACTOR.

9 D. If an Event of Default occurs, CONTRACTOR and any Surety shall be jointly and
10 severally liable to AUTHORITY for all losses and damages incurred by AUTHORITY. Upon the
11 occurrence of an Event of Default and for so long as it occurs, AUTHORITY may withhold all of any
12 portion of further payments to CONTRACTOR until the date that AUTHORITY accepts the Project as
13 complete at which time AUTHORITY will determine if CONTRACTOR is entitled to any further
14 payments. AUTHORITY will deduct, from any moneys due or which become due to CONTRACTOR
15 or its Surety, all costs and charges incurred by AUTHORITY, including attorneys, accountants and
16 expert witness fees and costs. If AUTHORITY's losses or damages exceed payments owing
17 CONTRACTOR, then the CONTRACTOR and its Surety shall be liable and pay such amount to
18 AUTHORITY within ten (10) Calendar Days of AUTHORITY's written demand. If CONTRACTOR or
19 its Surety fail to pay such demand within such timeframe, AUTHORITY may collect interest thereon
20 at the lesser of 10% per annum or the maximum rate allowed under State law from the date of the
21 written demand.

22 E. In the event that it is later determined that the AGREEMENT was terminated upon
23 grounds which did not justify a termination for Event of Default, such termination shall be deemed a
24 termination for convenience pursuant to Article 22, Termination for Convenience.

25 F. Performance by Surety: Upon receipt of a demand from AUTHORITY requiring Surety
26 to complete the Work, Surety shall diligently and promptly take charge of the Work and complete this

1 AGREEMENT pursuant to its terms at its own expense, receiving the balance of the funds due
2 CONTRACTOR, minus any permissible deductions under this AGREEMENT. In the event
3 AUTHORITY undertakes to complete the Work with its own forces or by way of contract, all costs
4 incurred by AUTHORITY shall be deducted from the amounts due or may become due to
5 CONTRACTOR. If such expense exceeds the sum payable under this AGREEMENT, then
6 CONTRACTOR and Surety shall be jointly and severally liable for the amount of the excess expense
7 up to the amount of the Performance Bond in existence at the time this AGREEMENT is terminated.

8 **ARTICLE 22. TERMINATION FOR CONVENIENCE**

9 A. AUTHORITY may terminate this AGREEMENT for its convenience at any time in whole or in
10 part, by giving CONTRACTOR written Notice thereof. AUTHORITY shall terminate by delivering to
11 CONTRACTOR a written Notice of Termination for Convenience specifying the extent of termination and
12 its effective date. Upon termination, CONTRACTOR shall discontinue performance of all or that portion
13 of Work, as set forth in such Notice and AUTHORITY shall pay CONTRACTOR its allowable costs
14 incurred to date of that portion terminated. The rights, duties and obligations of the parties shall be
15 construed in accordance with the applicable provisions of CFR Title 48, Chapter 1, Part 49, of the
16 Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to
17 termination for convenience. If AUTHORITY sees fit to terminate this AGREEMENT for convenience,
18 said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced
19 above and Article 11, Notices, herein. Upon receipt of said notification, CONTRACTOR shall immediately
20 proceed with all obligations, regardless of any delay in determining or adjusting any amounts due under
21 this Article, and agrees to comply with all applicable provisions of the FAR pertaining to termination for
22 convenience. Thereafter, CONTRACTOR shall have no further claims against AUTHORITY under this
23 AGREEMENT.

24 B. Upon termination, AUTHORITY shall be entitled to all work, including but not limited to,
25 reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed
26 to that date, whether completed or not.

1 C. AUTHORITY may temporarily suspend this Agreement, at no additional cost to
2 AUTHORITY, provided that CONTRACTOR is given written notice of temporary suspension. If
3 AUTHORITY gives such notice of temporary suspension, CONTRACTOR shall immediately suspend its
4 activities under this Agreement. A temporary suspension may be issued concurrent with the notice of
5 termination.

6 **ARTICLE 23. ACCEPTANCE**

7 A. **BOS Acceptance of Implementation Phase:**

8 1. The phases of the Project are set forth in Article 7, Start and Phases of Work.

9 2. AUTHORITY, in its sole discretion, may grant BOS Acceptance of the
10 Implementation Phase if it deems that the Work on the Implementation Phase is substantially complete,
11 and the following conditions have been met:

12 a. CONTRACTOR has passed the On-Site Installation and Commissioning
13 Test, and Go-Live has been Approved in accordance with the Scope of Work and Requirements;

14 b. CONTRACTOR has substantially passed and has been given
15 conditional Approval of the BOS Acceptance test; and

16 c. CONTRACTOR has committed to completing remaining punch list items
17 and provided proof to AUTHORITY's satisfaction thereof.

18 3. AUTHORITY shall issue a written Notice of BOS Acceptance for the
19 Implementation Phase upon satisfaction of the conditions listed above in items 2a through 2c. The
20 occurrence of BOS Acceptance shall not relieve CONTRACTOR of any of its continuing obligations
21 hereunder.

22 B. **Final Acceptance of Implementation Phase:**

23 Final Acceptance of an Implementation Phase shall be deemed to have occurred when all of the
24 following conditions have been met:

25 1. CONTRACTOR has provided a Final Acceptance letter certification to close out
26 the Implementation Phase. The certification shall include but not be limited to: total costs associated with

1 the Implementation Phase, date of Work completion for that phase and any additional required
2 information contained in items 2 through 8 below:

3 2. Any and all punch list items have been satisfactorily completed and Approved by
4 AUTHORITY and final Approval of the Acceptance Test, has been granted by AUTHORITY;

5 3. Escrowed Software has been delivered to AUTHORITY in accordance with the
6 Escrow Agreement;

7 4. CONTRACTOR has delivered and AUTHORITY has Approved all Deliverables,
8 including As-Built Documentation/Drawings, as defined in the Scope of Work and Requirements;

9 5. An affidavit has been delivered to AUTHORITY signed by the CONTRACTOR,
10 stating all debts and claims of Suppliers and Subcontractors have been paid and/or settled;

11 6. All CONTRACTOR claims for the Implementation Phase are deemed to be
12 resolved by AUTHORITY, and the CONTRACTOR has submitted a statement that no such requests or
13 disputes will be applied for; any and all claims under this AGREEMENT are resolved, and that no such
14 claims will be made;

15 7. All of CONTRACTOR's other obligations, including payment of liquidated
16 damages under the Implementation Phase, shall have been satisfied in full or waived in writing by
17 AUTHORITY; and

18 8. AUTHORITY shall have delivered to the CONTRACTOR a Notice of Final
19 Acceptance for the phase.

20 C. Closeout of O&M Phase:

21 Closeout of the O&M Phase shall be deemed to have occurred when all of the following conditions
22 have been met:

23 1. The CONTRACTOR shall have provided a letter certification to close out the O&M
24 Phase. The certification shall include but not be limited to: total costs associated with the phase, date of
25 phase completion and any additional required information contained in items 2 through 10 below:

26 /

1 2. Delivery by the CONTRACTOR and Approval by AUTHORITY of all Deliverables,
2 including As-Built Documentation/Drawings, as required in the Scope of Work and Requirements;

3 3. The CONTRACTOR has met all transition and succession requirements pursuant
4 to the Scope of Work and Requirements;

5 4. All licenses and leases subject to transfer or assignment to AUTHORITY have
6 been transferred or assigned;

7 5. Any and all CONTRACTOR action items associated with the phase have been
8 satisfactorily completed and Approved by AUTHORITY;

9 6. An affidavit has been delivered to AUTHORITY signed by CONTRACTOR, stating
10 all debts and claims of Suppliers and Subcontractors have been paid and/or settled;

11 7. All CONTRACTOR claims for the phase are deemed to be resolved by
12 AUTHORITY, and CONTRACTOR has submitted a statement that no such requests or disputes will be
13 applied for; any and all claims under this AGREEMENT are resolved, and that no such claims will be
14 made;

15 8. The CONTRACTOR shall provide AUTHORITY with all required materials,
16 fixtures, furnishings, Equipment and Software; documentation and manuals, either owned by or licensed
17 to AUTHORITY, pursuant to this AGREEMENT. All such materials have been verified by AUTHORITY
18 to be in good working order;

19 9. All of CONTRACTOR's other obligations under the O&M Phase, including
20 liquidated damages, shall have been satisfied in full or waived in writing by AUTHORITY; and

21 10. AUTHORITY shall have delivered to CONTRACTOR a Notice of Closeout for the
22 phase.

23 D. AUTHORITY's beneficial use of the Deliverables during any phase prior to AGREEMENT
24 closeout shall not constitute Acceptance of any Deliverable, nor shall such use give rise to a claim for
25 equitable adjustment.

26 /

1 **ARTICLE 24. INSPECTION**

2 A. All Work, Sites, and Facilities shall be subject to inspection and testing by AUTHORITY
3 at all reasonable times. Any inspection, test or Approval is for the sole benefit of AUTHORITY and shall
4 not relieve CONTRACTOR of the responsibility of providing Quality Control measures to assure that the
5 Work strictly complies with requirements of this AGREEMENT. No inspection or test or Approval by
6 AUTHORITY or its representative shall be construed as constituting or implying Acceptance unless all
7 criteria for Acceptance have been met in accordance with Article 23, Acceptance. Inspection or test or
8 Approval shall not relieve CONTRACTOR of responsibility for damage to or loss of the material prior to
9 Acceptance, nor in any way affect the continuing rights of AUTHORITY after Acceptance of the completed
10 Work.

11 B. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor,
12 Equipment and material reasonably needed for performing inspection and testing in a safe and
13 convenient manner as may be required by AUTHORITY and as further set forth in the Scope of Work
14 and Requirements. All inspections and tests by AUTHORITY shall be performed in such manner as to
15 not unnecessarily delay the Work. AUTHORITY reserves the right to charge to CONTRACTOR any
16 additional cost of inspection or test when material or workmanship is not ready at the time specified by
17 CONTRACTOR for inspection or test or when re-inspection or retest is necessitated by prior rejection.

18 **ARTICLE 25. INTELLECTUAL PROPERTY**

19 A. Project Intellectual Property:

20 1. CONTRACTOR acknowledges and agrees that all Intellectual Property
21 authored, created, and invented under this AGREEMENT and/or for the purposes of the Project, in
22 any medium, is either owned by AUTHORITY or specially ordered or commissioned by AUTHORITY
23 including works made for hire in accordance with Section 101 of the Copyright Act of the United States
24 (“Project Intellectual Property”), CONTRACTOR hereby irrevocably and exclusively assigns to
25 AUTHORITY, immediately upon creation, authorship, development or invention of the Project
26 Intellectual Property and without any restriction or condition precedent, (i) all rights, title and interest

1 in and to such Intellectual Property and (ii) physical possession and all rights, title and interest in any
2 executable code and all Source Code, programmer notes, and other documentation and other relevant
3 Software (collectively, the "IP Materials"). To perfect or register AUTHORITY Intellectual Property
4 rights under this Section, CONTRACTOR agrees to execute such further documents and to do such
5 further acts as may be necessary to perfect, register, or enforce AUTHORITY ownership of such rights,
6 in whole or in part. If CONTRACTOR fails or refuses to execute any such documents, CONTRACTOR
7 hereby appoints AUTHORITY as CONTRACTOR's attorney-in-fact (this appointment to be irrevocable
8 and a power coupled with an interest) to act on CONTRACTOR's behalf and to execute such documents.
9 AUTHORITY hereby grants to CONTRACTOR a limited, non-exclusive license to use, exploit,
10 manufacture, distribute, reproduce, adapt and display AUTHORITY Intellectual Property developed and
11 owned by AUTHORITY independently of this AGREEMENT ("AUTHORITY Intellectual Property") and
12 Project Intellectual Property, solely in connection with and limited to: (a) incorporation of relevant
13 Intellectual Property into the Project or Work; (b) performance, provision, furnishing and discharge of the
14 Work; and (c) licensing to other entities (to the extent required for Interoperability). Except as provided in
15 this Article 25, no Intellectual Property rights of AUTHORITY, including the AUTHORITY's name and
16 other trademarks, are granted to CONTRACTOR and all other rights are reserved to AUTHORITY. All
17 rights granted in this Article shall terminate at the expiration of the Term.

18 2. CONTRACTOR shall deliver to AUTHORITY all AUTHORITY Materials,
19 documents, results and related materials created in the development of Project Intellectual Property as
20 soon as (i) incorporated into Project, or any Deliverable, Work, service(s), and/or Software, including any
21 Upgrades, Updates or Enhancements, (ii) required by the AGREEMENT or Scope of Work and
22 Requirements, or (iii) reasonably practicable, provided that all such IP Materials, shall be delivered to
23 AUTHORITY not later than the effective termination date of this AGREEMENT, including expiration date
24 of the Term.

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1 B. CONTRACTOR Intellectual Property:

2 1. CONTRACTOR hereby grants to AUTHORITY an irrevocable, perpetual, non-
3 exclusive, transferable (solely to an AUTHORITY assignee or successor in interest), fully paid-up right
4 and license to use, distribute, reproduce, adapt and display, and prepare derivative works of the
5 CONTRACTOR Intellectual Property solely for the Project or any Deliverable, Work, service(s), and/or
6 Software, including any Upgrades, Updates or Enhancements. CONTRACTOR Intellectual Property shall
7 mean Intellectual Property authored, created or invented by CONTRACTOR either (a) prior to the
8 Effective Date or (b) independently of the AGREEMENT. The rights granted herein shall survive the
9 termination, expiration or cancellation of this AGREEMENT or any rights related thereto.

10 2. CONTRACTOR shall identify and disclose all CONTRACTOR Intellectual
11 Property required by, incorporated in or integrated into the Project, or any Deliverable, Work,
12 service(s), and/or Software, including any Upgrades, Updates or Enhancements, including (when
13 reasonably available): full and specific information detailing Intellectual Property claimed, date of
14 authorship, creation and/or invention, date of application(s), application number(s) and registering
15 entity(ies), date of registration(s), registration number(s) and registering entity(ies), if any, and owner
16 including person or entity name and address. Subject to the Intellectual Property deposit requirements
17 of Article 27, CONTRACTOR shall not be required to identify or disclose CONTRACTOR Intellectual
18 Property only to the extent that doing so would eliminate or substantially limit the legal protections for
19 such Intellectual Property.

20 C. Third-Party Intellectual Property:

21 1. CONTRACTOR shall secure license(s) in the name of AUTHORITY to use,
22 execute, perform, sublicense, distribute, reproduce, adapt, display, and prepare derivative works of
23 Third-Party Intellectual Property in connection with or any Deliverable, Work, Service(s), and/or
24 Software, including any Upgrades, Updates or Enhancements, including a representation and
25 warranty that the Third-Party Intellectual Property does not infringe the rights, including Intellectual
26 Property rights, of any other person or entity. Third-Party Intellectual Property shall mean Intellectual

1 Property owned by any person or entity unrelated to CONTRACTOR which is incorporated into the
2 Project, Work or services. AUTHORITY shall review and Approve, in its sole discretion, any license(s)
3 pursuant to this Article and in no event shall CONTRACTOR incorporate Third-Party Intellectual
4 Property into the Project, or any Deliverable, Work, service(s), and/or Software, including any
5 Upgrades, Updates or Enhancements without first securing such licenses and subject to
6 AUTHORITY's prior review and Approval.

7 2. CONTRACTOR shall Identify and disclose to AUTHORITY all Third-Party
8 Intellectual Property contained, or included, i) in the Project Intellectual Property, including (when
9 reasonably available): or (ii) in the Project, or any Deliverable, Work, service(s), and/or Software, including
10 any Upgrades, Updates or Enhancements, including (when reasonably available): full and specific
11 information detailing Intellectual Property claimed; date of authorship, creation and/or invention; date of
12 application(s); application number(s) and entity(ies); date of registration(s), registration number(s) and
13 registering entity(ies), if any, and owner, including person or entity name and address.

14 3. CONTRACTOR shall obtain from each owner of the Third-Party Intellectual
15 Property prior consent to have the relevant Third-Party Intellectual Property deposited into an Escrow in
16 accordance with Article 26, Intellectual Property Escrows, or, to the extent the owner of the relevant Third-
17 Party Intellectual Property has not provided such consent, obtain AUTHORITY's prior written Approval
18 for a waiver of this requirement.

19 4. CONTRACTOR shall not incorporate Third-Party Intellectual Property into the
20 Project without first obtaining (a) the licenses described in Article 25.C.1 and (b) consent for the delivery
21 or deposit of IP Materials from each owner of the Third-Party Intellectual Property, or unless such
22 requirement is waived by AUTHORITY in accordance with Article 25.C.3. The rights granted in Article
23 25.C.1 shall survive the termination, expiration or cancellation of this AGREEMENT or any rights related
24 thereto.

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1 D. Delivery of IP Materials: CONTRACTOR shall deliver CONTRACTOR and Third-Party IP
2 Materials into Escrow in accordance with Article 26, Intellectual Property Escrow and Article 27, Escrow
3 Agreement Dates.

4 E. Payments Inclusive: CONTRACTOR acknowledges and agrees that the payments
5 provided for in Article 8 include all royalties, fees, costs and expenses arising from or related to the Project
6 Intellectual Property, including without limitation any fees pursuant to Articles 25, 26, and 27.
7 CONTRACTOR acknowledges that AUTHORITY is a public agency subject to state laws, including the
8 California Public Records Act (California Government Code §6250, et seq.) (the "Public Records Act").
9 Notwithstanding any designation or communication by CONTRACTOR that any CONTRACTOR
10 information or materials provided under this AGREEMENT may be confidential or proprietary,
11 CONTRACTOR consents in advance to AUTHORITY's disclosure of the same if AUTHORITY
12 determines that it is required by law to disclose. Such disclosure shall not constitute a breach of this
13 AGREEMENT. AUTHORITY will provide reasonable notice to CONTRACTOR of any request for
14 disclosure of information or materials identified by CONTRACTOR as "confidential", "trade secret" or
15 "proprietary" or otherwise considered confidential under this AGREEMENT. If CONTRACTOR wishes to
16 oppose any such disclosure, CONTRACTOR shall assume the opposition to such disclosure(s) or shall
17 indemnify AUTHORITY for all costs incurred (including attorneys' fees and court costs) in connection with
18 any opposition to such disclosure.

19 **ARTICLE 26. INTELLECTUAL PROPERTY ESCROW**

20 A. CONTRACTOR acknowledges that AUTHORITY must be ensured access to
21 CONTRACTOR and Third-Party IP Materials at any time and must be assured that such IP Materials are
22 delivered to Escrow pursuant to Article 26 and Articles 27.

23 B. CONTRACTOR or an owner of Third-Party Intellectual Property shall deposit the IP
24 Materials with an Escrow Agent. AUTHORITY and CONTRACTOR shall: (a) mutually select an escrow
25 company ("Escrow Agent") engaged in the business of receiving and maintaining escrows of software
26 source code and/or other intellectual property; (b) establish an Escrow (with the Escrow Agent on terms

1 and conditions substantially similar to terms and conditions of the Form of Intellectual Property Escrow
2 AGREEMENT, Form H), for the deposit, retention, upkeep, authentication, confirmation and release of
3 IP Materials to AUTHORITY pursuant to this AGREEMENT; (c) adhere to the deposit dates set forth in
4 Article 27 and (c) determine a process for releasing from Escrow the IP Materials to be delivered to
5 AUTHORITY pursuant to this AGREEMENT. Intellectual Property Escrows also may include Affiliates
6 as parties and may include deposit of their Intellectual Property.

7 C. CONTRACTOR shall be responsible for the fees and costs of establishing and
8 maintaining the Escrow Agent for the Term. AUTHORITY shall be responsible for all costs arising in
9 connection with the maintenance of the Escrow referred to in this Article beyond the Term.

10 D. The Escrow shall survive expiration or earlier termination of this AGREEMENT regardless
11 of the reason.

12 E. The IP Materials shall be released and delivered to AUTHORITY in any of the following
13 circumstances:

- 14 1. This AGREEMENT is terminated for any reason including expiration of the Term;
- 15 2. A voluntary or involuntary bankruptcy or insolvency of CONTRACTOR occurs;
- 16 3. CONTRACTOR is dissolved or liquidated; and
- 17 4. CONTRACTOR or any third party, pursuant to a license under Article 25.C.2, (a)
18 fails or ceases to provide services as necessary to permit continued use of any such Intellectual Property
19 or (b) otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying,
20 maintaining and servicing the software, product, part or other item containing the IP Materials pursuant
21 to a license or any sublicense thereof.

22 F. Any CONTRACTOR Intellectual Property released and delivered to AUTHORITY under
23 the terms of this AGREEMENT shall be deemed confidential and not disclosed or distributed to any third
24 party without a non-disclosure agreement to ensure such confidentiality. Without limiting the license
25 grants provided in this Article and subject to the confidentiality obligations of this section, any and all rights
26 to CONTRACTOR Intellectual Property granted to AUTHORITY pursuant to paragraph B of Article 25

1 shall include the right to sublicense and disclose such CONTRACTOR Intellectual Property to
2 AUTHORITY employee, agent, representative, vendor, assignee or affiliate in its sole discretion.

3 **ARTICLE 27. ESCROW AGREEMENT**

4 A. Within forty-five (45) Calendar Days from the Effective Date, AUTHORITY, an Escrow
5 Agent, and CONTRACTOR shall enter into an Escrow AGREEMENT substantially as set forth in Article
6 26.

7 B. AUTHORITY may at its sole discretion require an initial deposit of the complete
8 CONTRACTOR IP Materials within sixty (60) Calendar Days of AGREEMENT Effective Date.

9 C. Additional deposits shall be made to the Escrow within ten (10) Calendar Days of Go-Live
10 and within ten (10) Calendar Days of BOS Acceptance.

11 D. In the event CONTRACTOR updates, revises or supplements any of the IP Materials
12 deposited or revises, supplements or creates additional information, CONTRACTOR shall deposit a
13 complete set of such revised, supplemented, or additional information with the Escrow Agent as soon as
14 reasonably practicable, but in no event more than thirty (30) Calendar Days after such revision,
15 supplement or addition and shall indicate with each deposit what information and which documents and
16 pages have been revised, supplemented or added since the last deposit.

17 E. CONTRACTOR shall make deposits of the complete set of IP Materials current at the time
18 of deposit, at a minimum of semi-annually if no deposits provided for in paragraph D have occurred within
19 the relevant preceding six-month period.

20 **ARTICLE 28. WARRANTIES**

21 A. CONTRACTOR warrants the following:

22 1. All guarantees and warranties made herein are fully enforceable by AUTHORITY
23 acting in its own name.

24 2. The Equipment, Hardware, and Software CONTRACTOR installs and places into
25 operation will not result in any damage to existing facilities, walls or other parts of adjacent, abutting or
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1 overhead buildings, railroads, bridges, roadway, structures, surfaces, or cause any physical or mental
2 injury to any person.

3 3. All provided Hardware and Equipment is new unless otherwise specifically
4 Approved by AUTHORITY.

5 B. BOS Warranty:

6 The CONTRACTOR shall provide a full BOS warranty on all System Equipment, Hardware, and
7 Software beginning from the date of Readiness for Go-Live through the end of the O&M Phase hereinafter
8 referred to as "BOS Warranty Period", warranting that the full System shall be as set forth in the Scope
9 of Work and Requirements. During the BOS Warranty Period, AUTHORITY shall not be charged for any
10 Maintenance or Software Support Services performed on the BOS, other than Maintenance payments
11 identified in the CONTRACTOR Price Proposal. In the period after installation and prior to the
12 commencement of the O&M Phase, all Maintenance and Software Support Services shall also be at
13 CONTRACTOR's sole expense. Further, at all times during the Term, CONTRACTOR shall promptly
14 repair or replace, at its own cost or expense, including, the cost of removal, installation and transportation,
15 any unit of Equipment, Hardware, or Software, or part or component thereof, which proves defective or
16 otherwise fails to comply with Exhibit B, Scope of Work and Requirements, such that it complies with the
17 Scope of Work and Requirements. All fees associated with restocking cancelled or returned orders shall
18 be the responsibility of CONTRACTOR.

19 C. Software Warranties:

20 CONTRACTOR warrants that the Software needed to operate the BOS shall be as set forth in
21 the Scope of Work and Requirements, and that commencing upon Go-Live, and for the Term, the
22 Software and each module or component and function thereof shall:

- 23 1. Be free from defects in materials and workmanship under normal use;
- 24 2. Remain in good working order, be free from viruses; trap doors; disabling devices;
25 Trojan horses; disabling codes; back doors; time bombs; drop-dead devices; worms, and any other type
26 of malicious or damaging code or other technology or means which has the ability to interfere with the

1 use of the BOS by AUTHORITY or its designees, or permit access to AUTHORITY's computing systems
2 without its knowledge or contrary to its system connectivity policies or procedures;

3 3. Not interfere with toll collection;

4 4. Operate and function fully, properly and in conformity with the warranties in this
5 AGREEMENT;

6 5. Operate fully and correctly in the operating environment identified in the Scope of
7 Work and Requirements, including by means of the full and correct performance of the Software, and all
8 Updates, Upgrades, Enhancements, or new releases of the Software, on or in connection with the
9 Equipment, any Updates, Upgrades, Enhancements, or new releases to such Equipment, and any other
10 Software used by or in connection with any such Equipment;

11 6. Be fully compatible and Interface completely and effectively with the Equipment,
12 including other Software programs provided to AUTHORITY hereunder, such that the Software and other
13 Equipment combined will perform and continuously attain the standards identified in the Scope of Work
14 and Requirements; and

15 7. Accurately direct the operation of the BOS, as required by the Scope of Work and
16 Requirements, and the descriptions, specifications and documentation set forth therein and herein.

17 D. Software Maintenance Services:

18 During the Term, CONTRACTOR shall, at its own cost and expense, provide Maintenance and
19 Software Support Services to keep the Software in good working order and free from defects such that
20 the BOS shall perform in accordance with this AGREEMENT, including Scope of Work and
21 Requirements.

22 1. The CONTRACTOR shall provide technical support and shall, at its own cost and
23 expense, timely remedy any failure, malfunction, defect or non-conformity in Software, in accordance with
24 Scope of Work and Requirements.

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1 2. CONTRACTOR shall provide AUTHORITY the most current release of all
2 Software available on the date of delivery of the BOS Software to maintain optimum performance
3 pursuant to this AGREEMENT.

4 3. CONTRACTOR shall promptly provide Notice to AUTHORITY in writing of any
5 defects or malfunctions in the Software, regardless of the source of information. CONTRACTOR shall
6 promptly correct all defects or malfunctions in the Software or documentation discovered and shall
7 promptly provide AUTHORITY with corrected copies of same, without additional charge. If Software can
8 only be corrected in conjunction with additional or revised Hardware, CONTRACTOR shall provide such
9 Hardware to AUTHORITY, and the cost of such Hardware shall be borne by CONTRACTOR, and not be
10 reimbursable by AUTHORITY.

11 a. No Updates, Upgrades, or Enhancements shall adversely affect the
12 performance of the BOS, in whole or in part, or result in any failure to meet any Requirements of the
13 Scope of Work and Requirements.

14 b. The CONTRACTOR shall ensure continued satisfactory performance by
15 the current operating system of the Software in accordance with all provisions of this Article.

16 c. In the event that the Software does not satisfy the conditions of
17 performance set forth in the Scope of Work and Requirements, the CONTRACTOR is obligated to
18 promptly repair or replace such Software at the CONTRACTOR's sole cost and expense or, if expressly
19 agreed to in writing by AUTHORITY, provide different Software, and perform Work required to attain the
20 performance Requirements set forth in the Scope of Work and Requirements.

21 d. In the event of any defect in the media upon which any tangible portions
22 of the Software are provided, the CONTRACTOR shall provide AUTHORITY with a new copy of the
23 Software.

24 e. Without releasing the CONTRACTOR from its obligations for warranty
25 (during an applicable warranty period), support or Maintenance of the Software, AUTHORITY shall have
26 the right to use and maintain versions of the Software provided by the CONTRACTOR which are one or

1 more levels behind the most current version of such Software and to refuse to install any Updates,
2 Upgrades or Enhancements if, in AUTHORITY's discretion, installation of such Updates, Upgrades or
3 Enhancements would interfere with its Operations. CONTRACTOR shall not, however, be responsible or
4 liable for the effect of any error or defect in the version of the Software then in use by AUTHORITY that
5 occurs after the CONTRACTOR has both (i) offered, by written Notice to AUTHORITY, a suitable
6 correction (by way of Update, Upgrade, Enhancement, or otherwise) of such error or defect and (ii)
7 provided AUTHORITY a reasonable opportunity to implement such existing correction, provided that the
8 CONTRACTOR establishes that neither the implementation nor the use of such correction would limit,
9 interfere with, adversely affect, or materially alter the interoperability, functionality or quality of the BOS.

10 E. Third-Party Warranties

11 CONTRACTOR shall assign to AUTHORITY, and AUTHORITY shall have the benefit of, any and
12 all Subcontractors' and Suppliers' warranties and representations with respect to the BOS and Work
13 provided hereunder. The CONTRACTOR's agreements with Subcontractors, Suppliers and any other
14 third parties shall require that such parties (a) consent to the assignment of such warranties and
15 representations to AUTHORITY, (b) agree to the enforcement of such warranties and representations by
16 AUTHORITY in its own name, and (c) furnish to AUTHORITY, the warranties set forth herein. The
17 CONTRACTOR shall obtain maintenance agreements for third-party Software. CONTRACTOR shall
18 secure such maintenance agreements for the same duration and upon the same terms and conditions
19 as the Maintenance provisions between the CONTRACTOR and AUTHORITY. At AUTHORITY's
20 request, CONTRACTOR shall provide supporting documentation which confirms that these warranties
21 are enforceable in AUTHORITY's name.

22 F. Data Accuracy

23 CONTRACTOR acknowledges and understands that the data and/or information it collects,
24 processes and/or provides to AUTHORITY will be relied upon by AUTHORITY and other persons or
25 entities that are now or will in the future be under agreement with AUTHORITY in accordance with the
26 Scope of Work and Requirements. Should CONTRACTOR become aware that information derived and

1 provided by CONTRACTOR is inaccurate and may cause AUTHORITY to incur damages or additional
2 expenses, the CONTRACTOR shall immediately place any applicable insurance carrier on notice of a
3 potential claim. This provision shall survive termination of this AGREEMENT, and the CONTRACTOR
4 agrees to waive any applicable limitation periods consistent with enforcement of this provision.

5 G. Neither Final Acceptance of the Implementation Phase of the BOS and Work or payment
6 therefor, nor any provision in this AGREEMENT, nor partial or entire use of the BOS and Work by
7 AUTHORITY shall constitute Approval of Work not performed in accordance with this AGREEMENT or
8 relieve the CONTRACTOR of liability for any express or implied warranties or responsibility for faulty
9 materials or workmanship.

10 H. The obligations set forth in this Article shall be in addition to any other warranty obligations
11 set forth in this AGREEMENT. All provisions of this Article, referring or relating to obligations to be
12 performed pursuant to an applicable warranty period that extends beyond the Term, shall survive the
13 expiration, cancellation or earlier termination of this AGREEMENT.

14 **ARTICLE 29. ADDITIONAL CONTRACTOR WARRANTIES**

15 A. CONTRACTOR warrants that it is fully experienced and properly qualified, licensed,
16 equipped, organized and financed to perform all the Work.

17 B. CONTRACTOR warrants that all Work will be provided in accordance with this
18 AGREEMENT.

19 C. CONTRACTOR warrants that (1) all Work performed and all Equipment, Software,
20 Hardware and other material provided under this AGREEMENT by CONTRACTOR or any of its
21 Subcontractors or Suppliers conforms to the requirements herein and is free of any defects; and (2)
22 Equipment, Software, and Hardware furnished by CONTRACTOR or any of its Subcontractors or
23 Suppliers at any tier, shall be of modern design, in good working condition, and fit for use of its intended
24 purpose. For any Equipment, Software, or Hardware purchased within twelve (12) months of the end of
25 the Term, such warranty shall continue for a period of one (1) year from the end of the Term or for the
26 manufacturer's standard warranty, whichever is longer.

1 **ARTICLE 30. DEFECTS/FAILURE**

2 A. Upon discovery of any defect or failure in the Software, Equipment or Hardware,
3 CONTRACTOR shall promptly provide AUTHORITY notice thereof and repair or replace same at its sole
4 cost and expense. If expressly agreed to in writing by AUTHORITY, CONTRACTOR may provide
5 different Software, Equipment or Hardware. In the event of any defect in the media upon which any
6 tangible portions of the Software are provided, the CONTRACTOR shall provide AUTHORITY with a new
7 copy of the Software. In addition, CONTRACTOR shall remedy at its own expense any damage to
8 AUTHORITY owned or controlled real or personal property, when that damage arises out of such defects.

9 B. In the event AUTHORITY determines there is a defect or failure in the Software,
10 Equipment or Hardware or damage to AUTHORITY property, AUTHORITY shall notify CONTRACTOR
11 in writing within a reasonable time after the discovery of same. CONTRACTOR has seven (7) Calendar
12 Days from receipt of notice from AUTHORITY to respond and indicate how CONTRACTOR will remedy
13 the failure, defect, or damage. If AUTHORITY is not satisfied with CONTRACTOR'S proposed remedy,
14 CONTRACTOR and AUTHORITY shall, within three (3) Business Days, meet and mutually agree when
15 and how CONTRACTOR shall remedy such violation. In the case of an emergency requiring immediate
16 corrective action, CONTRACTOR shall implement such action necessary to remedy the defect, failure or
17 damage as required by AUTHORITY.

18 C. Should CONTRACTOR fail to remedy any failure, defect or damage within a reasonable
19 time to the reasonable satisfaction of AUTHORITY, AUTHORITY shall have the right with its own forces
20 or other contractors, to replace, repair or otherwise remedy such failure, defect or damage at
21 CONTRACTOR's expense. In addition, CONTRACTOR shall be liable for all damages arising out its
22 failure to promptly remedy the defect, failure or damage.

23 D. CONTRACTOR agrees to promptly remedy, at no cost to AUTHORITY, any defects
24 determined by AUTHORITY to be Pervasive, such that if AUTHORITY determines that any Equipment,
25 Hardware, component, sub-component or Software is experiencing continued or repetitive failure that
26 requires constant replacement or repair, CONTRACTOR agrees that a "Pervasive Defect" shall be

1 deemed to be present in such affected types of Equipment, Hardware, or Software. CONTRACTOR shall
2 perform an investigation of the issues and prepare a report that includes a reason for the failure and its
3 plan for resolution. This report and a resolution plan shall be produced by CONTRACTOR and submitted
4 to AUTHORITY within seven (7) Calendar Days of notification by AUTHORITY of the Pervasive Defect.
5 The report and plan shall include the investigation results, remediation steps performed to-date, and a
6 plan and schedule to complete the Pervasive Defect resolution. Such resolution shall be in a manner
7 satisfactory to AUTHORITY and that permanently addresses the problem and corrects the defect so that
8 such defect does not continue to occur. The status shall be updated and briefed in weekly meetings until
9 resolution is complete. Notwithstanding the foregoing, AUTHORITY does not waive any of their other
10 rights enumerated in paragraphs A through C of this Article.

11 E. The obligations set forth in this Article shall be in addition to any warranty obligations set
12 forth in this AGREEMENT. The provisions of this Article shall survive the expiration or earlier termination
13 of this AGREEMENT.

14 F. All Subcontractors, manufacturers, and Suppliers' warranties, expressed or implied,
15 respecting any Work, Equipment, Software or Hardware furnished hereunder, shall, at the direction of
16 AUTHORITY, be enforced by CONTRACTOR for the benefit of AUTHORITY.

17 G. If directed by AUTHORITY, CONTRACTOR shall require any such warranties to be
18 executed in writing to AUTHORITY.

19 H. The obligations and remedies specified in this Article shall not limit AUTHORITY's rights
20 and remedies provided elsewhere in this AGREEMENT.

21 **ARTICLE 31. COORDINATION WITH OTHER CONTRACTORS**

22 A. During the course of this AGREEMENT, AUTHORITY may undertake or award other
23 agreements for additional work, including but not limited to separate agreements with different contractors
24 related to the Scope of Work and Requirements, including the Electronic Toll and Traffic Management
25 (ETTM) System Contractor, the Design-Build Contractor for the 405 Improvement Project, and the
26 Roadway Service Contractor for the I-405. It is critical that close coordination with interfacing contractors

1 occurs throughout the Term. CONTRACTOR shall fully cooperate with AUTHORITY and the parties to
2 all other contracts and carefully integrate and schedule its own Work with said contractors.

3 B. CONTRACTOR shall be required to perform Work in the AUTHORITY's CSC Facility(ies).
4 CONTRACTOR shall be subject to and shall comply with the terms of any associated leases and shall
5 coordinate with the landlord in all aspects of its occupancy and operations at the Facility(ies).

6 C. Should problems in coordination with other contractor(s) occur, the
7 CONTRACTOR shall make AUTHORITY aware of these problems immediately and shall take
8 steps to address the problems and mitigate any delays or additional costs.

9 D. CONTRACTOR shall cooperate with such other contractors or forces performing
10 construction or work of any other nature within or adjacent to the Sites specified in order to avoid
11 any delay or hindrance to such other contractors or forces. AUTHORITY reserves the right to
12 perform other or additional work at or near the Site (including material sources) at any time, by
13 the use of other forces.

14 E. CONTRACTOR shall be responsible to other contractor(s) for all damage to work,
15 to persons or property caused by CONTRACTOR, its Subcontractor(s), or its Suppliers, and
16 losses caused by unnecessary delays or failure to finish the Work within the time specified for
17 completion. Any damage to Work, persons or property of CONTRACTOR by other contractors
18 shall be the responsibility of other contractor(s) and CONTRACTOR shall have no claim against
19 AUTHORITY or Caltrans.

20 F. Upon Approval of the design, including Project infrastructure, construction, or
21 installation design, CONTRACTOR shall assume responsibility for the design to the extent that if
22 the Work is installed as designed and the BOS or CSC does not meet the Performance
23 Measurements of this AGREEMENT, the CONTRACTOR shall be responsible for the costs of
24 redesign, civil rework, and additional Equipment costs and any other costs associated with the
25 sub-standard performance.

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1 **ARTICLE 32. INSPECTION OF SITE**

2 CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions
3 affecting the Work including, but not restricted to, building locations, Facilities, conditions, size, layout,
4 parking, transportation, disposal, availability of labor, roads, and other similar physical conditions at the
5 Sites, and the character of Equipment and Facilities needed preliminary to and during prosecution of the
6 Work. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it
7 from responsibility for the difficulty or cost of successfully performing the Work. AUTHORITY assumes
8 no responsibility for any conclusions or interpretations made by CONTRACTOR on the basis of the
9 information made available by AUTHORITY.

10 **ARTICLE 33. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

11 All design and engineering Work furnished by CONTRACTOR shall be performed by or under the
12 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the
13 State of California, by personnel who are careful, skilled, experienced and competent in their respective
14 trades or professions, who are professionally qualified to perform the Work in accordance with the
15 AGREEMENT documents and who shall assume professional responsibility for the accuracy and
16 completeness of the design documents and construction documents prepared or checked by them.

17 **ARTICLE 34. SEISMIC SAFETY REQUIREMENTS**

18 CONTRACTOR agrees to ensure that all Work performed under this AGREEMENT including
19 work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety
20 Regulations.

21 **ARTICLE 35. ASSIGNMENTS AND SUBCONTRACTS**

22 A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual
23 relation between AUTHORITY and any Subcontractor(s), and no subcontract shall relieve
24 CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be
25 as fully responsible to AUTHORITY for the acts and omissions of its Subcontractor(s) and of
26 persons either directly or indirectly employed by any of them as it is for the acts and omissions of

1 persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its
2 Subcontractor(s) is an independent obligation from AUTHORITY's obligation to make payments
3 to the CONTRACTOR.

4 B. Neither this AGREEMENT nor any interest herein nor claim hereunder may be
5 assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of
6 this AGREEMENT be subcontracted by CONTRACTOR, without the prior written consent of
7 AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its
8 obligations to comply fully with all terms and conditions of this AGREEMENT.

9 C. CONTRACTOR shall perform the Work contemplated with resources available
10 within its own organization; and no portion of the Work pertinent to this AGREEMENT shall be
11 subcontracted without written authorization by AUTHORITY's Contract Administrator, except that,
12 which is expressly identified in the Approved Price Proposal.

13 D. CONTRACTOR shall pay its Subcontractors within seven (7) Calendar Days from
14 receipt of each payment made to CONTRACTOR by AUTHORITY.

15 E. All subcontracts in excess of \$25,000 entered into as a result of this AGREEMENT
16 shall contain all of the provisions stipulated in this AGREEMENT to be applicable to
17 Subcontractors.

18 F. Any substitution or addition of Subcontractor(s) must be Approved in writing by the
19 AUTHORITY's Contract Administrator, prior to the start of work by the Subcontractor(s).

20 G. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope
21 of Work and Requirements to the parties identified below with their subcontract function described below.
22 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not
23 AUTHORITY, is solely responsible for payment to the Subcontractor for the amounts owing, and that the
24 Subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,
25 employees or sureties for nonpayment by CONTRACTOR.

26 /

Subcontractor Name/Addresses	Subcontractor Function

H. CONTRACTOR shall engage the Collection Agency(ies) and Merchant Services Providers identified above as Subcontractors. The subcontracts between CONTRACTOR and such Collection Agency(ies) and Merchant Service Provider(s) shall name the AUTHORITY as an intended third-party beneficiary or alternatively as a party to the subcontract, as determined by AUTHORITY, and shall incorporate requirements for Collection Agency(ies) and Merchant Services Provider(s) set forth in the Scope of Work and Requirements. Notwithstanding paragraph G of this Article, payment to the Collections Agency(ies) and Merchant Services Provider(s) shall be as set forth in the subcontracts for this Work.

I. AUTHORITY shall have the right to Approve all of the terms and conditions of the Collection Agency(ies) and the Merchant Service Provider(s) agreements prior to execution.

ARTICLE 36. TRANSITION AND SUCCESSION

A. CONTRACTOR acknowledges that the Work and Scope of Work and Requirements are vital to AUTHORITY and must be continued without interruption. Upon termination of the AGREEMENT, a successor(s) (AUTHORITY or a new contractor(s)) may be responsible for providing this Work. The CONTRACTOR agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor(s).

B. Upon expiration of the Term or termination of the AGREEMENT, whether for cause or convenience, CONTRACTOR shall have accomplished a complete transition of the Work being terminated from CONTRACTOR and any Subcontractors to the successor(s) without any interruption of or adverse impact on the Work or any other services provided by third parties (the "Disentanglement"). CONTRACTOR shall cooperate with AUTHORITY and any successor(s) and otherwise promptly take all

1 steps required to assist AUTHORITY in effecting a complete Disentanglement. CONTRACTOR shall
2 provide all information regarding the Work or as otherwise needed for Disentanglement, including data
3 conversion, files, interface specifications, training staff assuming responsibility, and related professional
4 services, to the successor(s), all included as a part of the CONTRACTOR Price Proposal.
5 CONTRACTOR shall provide for the prompt and orderly conclusion of all Work, as AUTHORITY may
6 direct, including completion or partial completion of projects, documentation of Work in process, and other
7 measures to assure an orderly transition to the successor(s). All Work related to Disentanglement as
8 may reasonably be requested by AUTHORITY shall be deemed a part of the base Work and shall be
9 performed by CONTRACTOR at no additional cost to AUTHORITY. CONTRACTOR's obligation to
10 provide the Work shall not cease until Disentanglement is satisfactory to AUTHORITY, including the
11 performance by CONTRACTOR of all asset-transfers and other obligations of CONTRACTOR provided
12 in this Article, has been completed.

13 C. The Disentanglement process shall begin on any of the following dates: (i) the date prior
14 to end of AGREEMENT, which AUTHORITY has provided in its Notice that CONTRACTOR should
15 commence Disentanglement (ii) the date, prior to the end of any initial or extended term when
16 AUTHORITY provides Notice to CONTRACTOR that AUTHORITY elected not to extend pursuant to the
17 AGREEMENT, or (iii) the date at which any Termination Notice is delivered, if AUTHORITY elects to
18 terminate any or all of the Work pursuant to this AGREEMENT.

19 D. CONTRACTOR and AUTHORITY shall discuss in good faith a plan for executing
20 CONTRACTOR's Disentanglement obligations and for the transfer of Work in accordance with the Scope
21 of Work and Requirements, however, CONTRACTOR's obligation under this AGREEMENT to provide
22 all Work necessary for Disentanglement shall not be lessened in any respect. CONTRACTOR shall
23 develop with the new provider and/ or AUTHORITY staff, an End of Agreement Transition Plan as set
24 forth in the Scope of Work and Requirements describing the nature and extent of transition Work required.
25 An updated End of Agreement Transition Plan and dates for transferring responsibilities for each division
26 of Work shall be submitted within thirty (30) Calendar Days of Notice provided under Paragraph C of this

1 Article. Upon completion of AUTHORITY review, all parties will meet and resolve any additional
2 requirements/differences. CONTRACTOR shall be required to perform its Disentanglement obligations
3 on an expedited basis, as determined by AUTHORITY, if AUTHORITY terminates the AGREEMENT for
4 cause.

5 E. Specific Obligations

6 The Disentanglement shall include the performance of the following specific obligations:

7 1. Third-Party Authorizations:

8 Without limiting the obligations of CONTRACTOR pursuant to any other clause herein,
9 CONTRACTOR shall, subject to the terms of any third-party contracts and licenses provided by
10 CONTRACTOR, procure at no charge to AUTHORITY any third-party authorizations necessary to grant
11 AUTHORITY the use and benefit of any third-party contracts and licenses between CONTRACTOR and
12 third-party contractors used to provide the Work, pending their assignment to AUTHORITY.

13 2. Transfer of Assets:

14 CONTRACTOR shall convey to AUTHORITY all AUTHORITY assets in
15 CONTRACTOR's possession and other CONTRACTOR Project assets as AUTHORITY may select, or
16 dispose of such assets in accordance with the Article 42, Disposition of BOS as a Service.

17 3. Transfer of Leases, Licenses, and Contracts:

18 CONTRACTOR, at its expense, shall convey or assign to AUTHORITY such leases,
19 licenses, and other contracts used by CONTRACTOR, AUTHORITY, or any other person in connection
20 with the Work, as AUTHORITY may select. CONTRACTOR's obligation described herein, shall include
21 CONTRACTOR's performance of all obligations under such leases, licenses, and other contracts to be
22 performed by it with respect to periods prior to the date of conveyance or assignment and CONTRACTOR
23 shall reimburse AUTHORITY for any losses resulting from any claim that CONTRACTOR did not perform
24 any such obligations. CONTRACTOR shall also obtain for AUTHORITY the right, upon Disentanglement,
25 to obtain maintenance (including all Enhancements , Updates, and Upgrades) and support with respect
26 to the assets that are the subject of such leases and licenses at the price at which, and for so long as,

1 such maintenance and support is made commercially available to other customers of such third parties
2 whose consent is being procured hereunder. CONTRACTOR shall transfer Intellectual Property in
3 accordance with Articles 25, 26, and 27.

4 4. Delivery of Documentation:

5 CONTRACTOR shall deliver to AUTHORITY all documentation and data related to
6 AUTHORITY, including AUTHORITY data held by CONTRACTOR. CONTRACTOR shall retain all data
7 necessary to comply with the requirements for record retention and audit established in this
8 AGREEMENT.

9 5. Hiring of CONTRACTOR Employees:

10 CONTRACTOR shall cooperate with (and shall cause its Subcontractors to cooperate
11 with) AUTHORITY in offering employment, at the sole discretion of AUTHORITY, to any or all skilled or
12 specially trained CONTRACTOR employees (and to any or all employees of CONTRACTOR's
13 Subcontractors) that are substantially involved in the provision of Work whether such offers are made at
14 the time of, after, or in anticipation of expiration or termination of the AGREEMENT Term.

15 6. Maintenance of Assets:

16 CONTRACTOR shall maintain all Hardware, Software, Systems, networks, technologies,
17 and other assets utilized in providing Work to AUTHORITY (including leased and licensed assets) in good
18 condition and in such locations and configurations as to be readily identifiable and transferable to
19 AUTHORITY or its designees in accordance with the provisions of this AGREEMENT; additionally,
20 CONTRACTOR shall insure such assets in accordance with this AGREEMENT.

21 7. Continued Provision of Staffing:

22 CONTRACTOR shall provide sufficient experienced personnel in each division of Work
23 during the entire transition period to ensure that the Work is maintained at the level of proficiency required
24 by the AGREEMENT.

25 F. CONTRACTOR shall remain obligated to provide Work at AUTHORITY's request for up
26 to twelve (12) months after completion and Approval of the Disentanglement Work enumerated above,

1 and AUTHORITY shall pay for this Work at the rates set forth in the AGREEMENT for additional services.

2 This paragraph F expressly survives the Term.

3 **ARTICLE 37. CONFLICT OF INTEREST**

4 A. CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational
5 conflict of interest means that due to other activities, relationships or contracts, CONTRACTOR is unable,
6 or potentially unable to render impartial assistance or advice to AUTHORITY; CONTRACTOR's
7 objectivity in performing the Work identified in the Scope of Work and Requirements is or might be
8 otherwise impaired; or CONTRACTOR has an unfair competitive advantage or is engaging in activities
9 that AUTHORITY considers adverse to the 405 Express Lanes. CONTRACTOR is obligated to fully
10 disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to
11 CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice
12 provision herein. This disclosure requirement is for the entire Term of this AGREEMENT.

13 **ARTICLE 38. PROHIBITION**

14 A. The firm, including all Subcontractors (at any tier), regardless of the level of service
15 provided by said Subcontractor(s), awarded the program management services contract for the Highway
16 Delivery Department, may not perform Work under this AGREEMENT.

17 B. The firm, including all Subcontractors (at any tier), regardless of the level of service
18 provided by said Subcontractor(s), awarded the program management consultant contract for the I-405
19 Improvement Project, may not perform Work under this AGREEMENT.

20 C. The evaluation of team composition with regards to conflicts of interest will be done on a
21 case-by-case basis.

22 **ARTICLE 39. CODE OF CONDUCT**

23 CONTRACTOR agrees to comply with AUTHORITY's Code of Conduct as it relates to third-
24 party contracts, which is hereby referenced and by this reference is incorporated herein.
25 CONTRACTOR agrees to include these requirements in all of its subcontracts.

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1 **ARTICLE 40. HEALTH AND SAFETY REQUIREMENTS**

2 CONTRACTOR shall comply with all the requirements set forth in Exhibit F, titled "Level 1
3 HEALTH, SAFETY and ENVIRONMENTAL SPECIFICATIONS." As used therein, "CONTRACTOR"
4 shall mean "CONTRACTOR," and "Subcontractor" shall mean "Sub-contractor."

5 **ARTICLE 41. CONTRACTOR PURCHASED EQUIPMENT**

6 A. Prior Approval by AUTHORITY's Project Manager shall be required before
7 CONTRACTOR enters into any unbudgeted purchase order, or subcontract. CONTRACTOR shall
8 provide an evaluation of the necessity or desirability of incurring such costs.

9 B. For purchase of any item, service or consulting work not covered in CONTRACTOR's
10 Cost Proposal and exceeding \$2,500.00, three (3) competitive quotations must be submitted with the
11 request, or the absence of bidding (sole source) must be adequately justified.

12 C. Any Equipment purchased as a result of this AGREEMENT is subject to the following:
13 CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is
14 defined as having useful life of at least one year and an acquisition cost of \$5,000.00 or more. Upon the
15 expiration or termination of this AGREEMENT, AUTHORITY may elect to retain the Equipment, require
16 CONTRACTOR to decommission and dispose of the Equipment at no cost to AUTHORITY, or require
17 CONTRACTOR to sell such Equipment at the best price obtainable at a public or private sale, and credit
18 AUTHORITY in an amount equal to the sale price. AUTHORITY may also elect to allow CONTRACTOR
19 to keep the Equipment, in which case AUTHORITY and CONTRACTOR shall come to agreement on a
20 mutually acceptable fair market value price. AUTHORITY may elect to require CONTRACTOR to hire an
21 appraiser at CONTRACTOR's cost, in order to determine a basis for a fair market value price. If
22 CONTRACTOR sells the Equipment, the terms and conditions of such sale must be Approved in advance
23 by AUTHORITY. CFR, Title 49, Part 18 requires a credit to Federal funds when participating equipment
24 with a fair market value greater than \$5,000.00 is credited to the project.

25 D. All subcontracts entered into as a result of this AGREEMENT shall contain all of the
26 provisions of this Article.

1 **ARTICLE 42. DISPOSITION OF BOS AS A SERVICE**

2 AUTHORITY shall have the right to assume all required licenses, leases, and service agreements
3 to allow uninterrupted use, operation and Maintenance of the Equipment and services under the same
4 terms as those provided to CONTRACTOR for such services.

5 CONTRACTOR shall effect the transfer of title, or assignment of leases, service agreements and
6 licenses, as applicable, as a part of the Disentanglement Work and AGREEMENT closeout.

7 **ARTICLE 43. OWNERSHIP OF REPORTS AND DOCUMENTS**

8 A. . The originals of all letters, documents, reports and other products and data produced
9 under this Agreement shall be delivered to, and become the property of AUTHORITY, and
10 CONTRACTOR shall have no property right therein whatsoever. Copies may be made for
11 CONTRACTOR's records but shall not be furnished to others without written authorization from
12 AUTHORITY. Immediately upon termination, AUTHORITY shall be entitled to, and CONTRACTOR shall
13 deliver to AUTHORITY, reports, investigations, appraisals, inventories, studies, analyses, drawings and
14 data estimates performed to that date, whether completed or not, and other such materials as may have
15 been prepared or accumulated to date by CONTRACTOR in performing this Agreement which is not
16 CONTRACTOR's privileged information, as defined by law, or CONTRACTOR's personnel information,
17 along with all other property belonging exclusively to City which is in CONTRACTOR's possession.
18 Publication of the information derived from work performed or data obtained in connection with services
19 rendered under this Agreement must be approved in writing by AUTHORITY.

20 B. Additionally, it is agreed that such deliverables shall be deemed works made for hire.
21 CONTRACTOR acknowledges and agrees that the work (and all rights therein, including without
22 limitation, copyright) belongs to and shall be the sole and exclusive property of AUTHORITY without
23 restriction or limitation upon its use or dissemination by AUTHORITY.

24 C. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
25 descriptions, and all other written information submitted to CONTRACTOR in connection with the
26 performance of this AGREEMENT shall not, without prior written Approval of AUTHORITY, be used for

1 any purposes other than the performance under this AGREEMENT, nor be disclosed to an entity not
2 connected with such performance.

3 D. CONTRACTOR acknowledges and agrees that privacy of 405 Express Lanes customers is
4 of paramount importance to AUTHORITY and its customers. CONTRACTOR shall comply with
5 AUTHORITY's privacy policies, all applicable Governmental Rules, and Business Rules pertaining to
6 confidentiality, privacy, handling, retention, reporting and disclosure, and limiting or restricting collection,
7 use or dissemination of PII and shall not sell, transfer, disclose or otherwise use such information for any
8 purpose other than in performance of its duties under this AGREEMENT. CONTRACTOR shall indemnify
9 AUTHORITY with regard to any failure to comply with this Article 43 in accordance with Article 14,
10 Indemnification.

11 E. CONTRACTOR may only use AUTHORITY's Data to perform functions as defined by this
12 AGREEMENT, including the Scope of Work and Requirements. Access to AUTHORITY's Data shall be
13 restricted only to CONTRACTOR's and its Subcontractor's personnel who need the AUTHORITY's Data
14 to perform their duties in the performance of this AGREEMENT, and shall not, at any time, be disclosed
15 or divulged except as expressly provided herein.

16 F. CONTRACTOR shall inform all of its officers, employees, agents, and Subcontractors
17 providing Work of the confidentiality provisions of this AGREEMENT. CONTRACTOR shall require that
18 any CONTRACTOR personnel, Subcontractor(s) or other third party with whom CONTRACTOR will
19 disclose or disseminate AUTHORITY Data, in whole or in part, execute and adhere to an agreement
20 incorporating the provisions of this Section. Nothing in this Article shall allow CONTRACTOR to disclose
21 or disseminate AUTHORITY Data without prior written consent and CONTRACTOR shall deliver to
22 AUTHORITY all executed agreements with Subcontractors prior to any authorized disclosure and
23 dissemination.

24 G. Subject to Paragraph C in the case of PII, CONTRACTOR may use such information for
25 Violation processing and collection and shall release the PII to:

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1 1. AUTHORITY, upon request, for the purposes of carrying out this AGREEMENT
2 or functions with respect to the 405 Express Lanes Project; and

3 2. California DMV, other state DMVs, or other third parties Approved in advance by
4 AUTHORITY to receive PII as necessary to assist in collection of debt or payments owing.

5 H. CONTRACTOR shall implement physical, electronic and managerial safeguards to prevent
6 unauthorized access to PII and to implement destruction of records containing PII in accordance with the
7 records retention provisions of this AGREEMENT.

8 I. CONTRACTOR shall not use AUTHORITY's names, logos, branding, photographs of the
9 Project, or any other publicity pertaining to the Project in any professional publication, magazine, trade
10 paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

11 J. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
12 released by CONTRACTOR to any other person or agency except after prior written Approval by
13 AUTHORITY, except as necessary for the performance of Work under this AGREEMENT. All press
14 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
15 handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

16 K. Applicable patent rights provisions regarding rights to inventions shall be included in the
17 AGREEMENT as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for
18 federal-aid contracts).

19 L. AUTHORITY may permit copyrighting reports or other agreement products. If copyrights are
20 permitted, the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and
21 irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for
22 government purposes.

23 **ARTICLE 44. AUDIT AND INSPECTION OF RECORDS**

24 A. CONTRACTOR and any subcontractor shall permit AUTHORITY, the State, and the
25 FHWA if federal participating funds are used in this Agreement, to review and inspect the project activities
26 and files at all reasonable times during the performance period of this Agreement.

1 B. For the purpose of determining compliance with the Public Contract Code 10115, et seq.
2 and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other
3 matters connected with the performance of the AGREEMENT pursuant to Government Code 8546.7;
4 CONTRACTOR, Subcontractors, and AUTHORITY shall maintain and make available for inspection all
5 books, documents, papers, accounting records, and other evidence pertaining to the performance of the
6 AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties shall
7 make such materials available at their respective offices at all reasonable times during the AGREEMENT
8 period and for four (4) years from the date of final payment under the AGREEMENT. The State of
9 California, State Auditor, AUTHORITY, FHWA, their duly authorized representative or other agents of
10 AUTHORITY or any duly representative of the Federal Government shall have access to any books,
11 records, payroll documents, facilities and documents of CONTRACTOR and its certified public
12 accountants (CPA) work papers that are pertinent to the AGREEMENT and indirect cost rate (ICR) for
13 audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

14 C. CONTRACTOR shall maintain such books, records, data and documents in accordance
15 with generally accepted accounting principles and the CFR, Title 48, Chapter 1, Part 31 of the Federal
16 Acquisition Regulation System (FAR) and shall clearly identify and make such items readily accessible
17 to such parties during CONTRACTOR's performance hereunder.

18 D. AUTHORITY's right to audit books and records directly related to this AGREEMENT shall
19 also extend to all first-tier Subcontractors performing work identified in Article 35, Assignments and
20 Subcontracts, of this AGREEMENT, and such language must be included in CONTRACTOR's
21 agreements with its Subcontractors, resulting from this AGREEMENT.

22 **ARTICLE 45. AUDIT REVIEW PROCEDURES**

23 A. Any dispute concerning a question of fact arising under an interim or post audit of this
24 AGREEMENT that is not disposed of by agreement, shall be reviewed by AUTHORITY's Internal Audit.

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1 B. Not later than thirty (30) Calendar Days after issuance of the final audit report,
2 CONTRACTOR may request a review by AUTHORITY's Internal Audit of unresolved audit issues. The
3 request for review shall be submitted in writing.

4 C. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse
5 CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.

6 **ARTICLE 46. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

7 A. CONSULANT agrees that the CFR, Title 48, Chapter 1, Part 31, Contract Cost Principles
8 and Procedures, shall be used to determine the cost allowability of individual terms of costs.

9 B. CONTRACTOR also agrees to comply with Federal procedures in accordance with CFR,
10 Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
11 Federal Awards.

12 C. Any costs for which payment has been made to CONTRACTOR that are determined by
13 subsequent audit to be unallowable under CFR Title 48, Part 31 or CFR Title 2, Part 200, are subject to
14 repayment by CONTRACTOR to AUTHORITY.

15 **ARTICLE 47. CONTRACT WORK HOURS AND SAFETY STANDARDS**

16 A. If the maximum cumulative payment obligation of this AGREEMENT exceeds \$100,000,
17 CONTRACTOR agrees to comply with the Federal Contract Work Hours and Safety Standards (40
18 U.S.C. Section 3701 et seq. as supplemented by 29 CFR part 5). Under 40 U.S.C. Section 3702,
19 CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and
20 guards, on the basis of a standard work week of forty (40) hours.

21 1. Overtime requirements: CONTRACTOR, and any Subcontractor contracting for
22 any part of the Contract Work which may require or involve the employment of laborers or mechanics,
23 shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed
24 on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic
25 receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all
26 hours worked in excess of forty (40) hours in such workweek.

1 2. Violation; liability for unpaid wages; liquidated damages: In the event of any
2 violation of paragraph (A) of this Article, CONTRACTOR and any Subcontractor responsible therefor shall
3 be liable for the unpaid wages. In addition, CONTRACTOR and Subcontractor shall be liable to the
4 United States for liquidated damages. Such liquidated damages shall be computed with respect to each
5 individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set
6 forth in paragraph (A) of this Article, in the sum of \$10 for each Calendar Day on which such individual
7 was required or permitted to work in excess of the standard workweek of forty (40) hours without payment
8 of the overtime wages required by paragraph (A) of this Article.

9 3. Withholding for unpaid wages and liquidated damages: FTA shall upon its own
10 action or upon written request of an authorized representative of the Department of Labor withhold or
11 cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or
12 Subcontractor under any such contract or any other Federal contract with CONTRACTOR, or any other
13 federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held
14 by CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of
15 CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in this Article.

16 4. Subcontracts: CONTRACTOR shall insert in any subcontracts the clauses set
17 forth in paragraphs (A) of this Article and also a clause requiring the Subcontractors to include these
18 clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any
19 Subcontractor or lower tier Subcontractor with the clauses set forth in paragraph A of this Article.

20 B. CONTRACTOR agrees to comply with U.S. DOL Regulations, "Recording and Reporting
21 Occupational Injuries and Illnesses," 29 CFR part 1904; "Occupational Safety and Health Standards," 29
22 CFR part 1910; and "Safety and Health Regulations for Construction," 29 CFR part 1926.

23 **ARTICLE 48. GENERAL WAGE RATES AND DAVIS-BACON AND COPELAND ANTI-**
24 **KICKBACK ACTS**

25 A. State Prevailing Wage and Labor Code Requirements. Notice is hereby given that, in
26 accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2,

1 CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of
2 a similar character in the locality in which the public works is performed, and not less than the general
3 prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the
4 Department of Industrial Relations of the State of California (DIR) is required to and has determined such
5 general prevailing rates of per diem wages. CONTRACTOR agrees to comply with the provisions of
6 California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of
7 wages to workers and the penalties for failure to pay prevailing wages. Copies of such prevailing rates
8 of per diem wages may be obtained online at (<http://www.dir.ca.gov/>), are on file at the AUTHORITY's
9 office, and will be available to any interested party upon request. In accordance with the Labor Code, no
10 workman employed upon Work under this AGREEMENT shall be paid less than the above referenced
11 prevailing wage rate. A copy of said rates shall be posted at each job site during the course of
12 construction.

13 1. This AGREEMENT is subject to compliance monitoring and enforcement by the
14 DIR. The DIR shall monitor and enforce compliance with applicable prevailing wage requirements for
15 this AGREEMENT. The reporting requirements may be found at [https://www.dir.ca.gov/Public-
16 Works/Contractors.html](https://www.dir.ca.gov/Public-Works/Contractors.html). CONTRACTOR is responsible for complying with all requirements of the DIR,
17 including filing electronic payroll reports.

18 2. Pursuant to Labor Code Section 1771.1, CONTRACTOR and any Subcontractor
19 shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of
20 the Public Contract Code, or engage in the performance of any contract for public work on a public works
21 project unless registered with the DIR and qualified to perform public work pursuant to Labor Code
22 Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit
23 a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code
24 Section 10164 or 20103.5, provided CONTRACTOR is registered to perform public work pursuant to
25 Section 1725.5 at the time the Contract is awarded. CONTRACTOR shall not perform any work under
26 this AGREEMENT with any Subcontractor who is ineligible to perform work on the public works project

1 pursuant to Section 1777.1 or 1777.7 of the Labor Code.

2 3. Pursuant to Labor Code Section 1771.4, CONTRACTOR will post all job site
3 notices, as prescribed by regulation.

4 4. CONTRACTOR, and all Subcontractors, shall comply with the provisions of Labor
5 Code Sections 1777.5 and 1777.6 concerning the employment of apprentices. CONTRACTOR shall
6 have full responsibility for compliance with such Labor Code sections for all apprenticeable occupations,
7 regardless of any other contractual or employment relationships alleged to exist.

8 5. CONTRACTOR agrees to comply with the provisions of Labor Code Section
9 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with
10 said Section. CONTRACTOR is responsible for compliance with Section 1776 by all Subcontractors.

11 6. CONTRACTOR agrees to comply with all applicable Labor Code provisions
12 governing legal working hours and shall forfeit, as a penalty to AUTHORITY, twenty-five dollars (\$25.00)
13 for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-
14 contractor under him, upon any of the work hereinbefore mentioned, for each Calendar Day during which
15 the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in any one
16 Calendar Day and forty (40) hours in any one calendar week in violation of the Labor Code.

17 7. In accordance with the provisions of Labor Code Section 3700, CONTRACTOR
18 will be required to secure the payment of compensation to his or her employees.

19 B. Federal Prevailing Wage Rates and Anti-Kickback.

20 1. CONTRACTOR shall comply with the Davis-Bacon Act, 40 U.S.C. Sections 3141-
21 3144 and Sections 3146-3148, as supplemented by U.S. DOL regulations at 29 CFR part 5, "Labor
22 Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."
23 Under 49 U.S.C. Section 5333(a), prevailing wage protections apply to laborers and mechanics employed
24 on FTA-assisted construction, alteration, or repair projects. In accordance with the statute,
25 CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages
26 specified in a wage determination made by the Secretary of Labor. CONTRACTOR agrees to pay wages

1 not less than once per week. CONTRACTOR shall comply with the Davis-Bacon Labor Provisions of 2
2 CFR Section 5.5, as set forth in Exhibit A, "General Provisions."

3 2. CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C.
4 Section 3145), as supplemented by U.S. DOL regulations at 29 CFR part 3, "Contractors and
5 Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from
6 the United States." CONTRACTOR is prohibited from inducing, by any means, any person employed in
7 the construction, completion, or repair of public work, to give up any part of the compensation to which
8 he or she is otherwise entitled.

9 **ARTICLE 49. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

10 CONTRACTOR and all Subcontractors performing work under this AGREEMENT, shall be
11 prohibited from concurrently representing or lobbying for any other party competing for a contract with
12 AUTHORITY, either as a prime contractor or subcontractor. Failure to refrain from such representation
13 may result in termination of this AGREEMENT.

14 **ARTICLE 50. FEDERAL, STATE AND LOCAL LAWS**

15 CONTRACTOR warrants that in the performance of this AGREEMENT, it shall comply with all
16 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
17 regulations promulgated thereunder.

18 **ARTICLE 51. EQUAL EMPLOYMENT OPPORTUNITY**

19 In connection with its performance under this AGREEMENT, CONTRACTOR shall not
20 discriminate against any employee or applicant for employment because of race, religion, color, sex, age
21 or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed,
22 and that employees are treated during their employment, without regard to their race, religion, color, sex,
23 age or national origin. Such actions shall include, but not be limited to, the following: employment,
24 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
25 or other forms of compensation; and selection for training, including apprenticeship.

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1 **ARTICLE 52. STATEMENT OF COMPLIANCE**

2 During the performance of this AGREEMENT, CONTRACTOR, for itself, its assignees and
3 successors in interest agree as follows:

4 A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under
5 penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt,
6 complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title
7 2, California Administrative Code, Section 8103.

8 B. Nondiscrimination: During the performance of this AGREEMENT, CONTRACTOR and its
9 Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or
10 applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical
11 disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40),
12 marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the
13 evaluation and treatment of their employees and applicants for employment are free from such
14 discrimination and harassment. CONTRACTOR and Subcontractors shall comply with the provisions of
15 the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations
16 promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable
17 regulations of the Fair Employment and Housing Commission implementing Government Code Section
18 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are
19 incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
20 CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to
21 labor organizations with which they have a collective bargaining or other agreement.

22 C. Compliance with Regulations: CONTRACTOR shall comply with regulations relative to
23 Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49
24 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI
25 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination
26 in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex,

1 age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under
2 any program or activity by the recipients of federal assistance or their assignees and successors in
3 interest.

4 D. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:

5 CONTRACTOR, with regard to the Work performed by it during the AGREEMENT shall act in accordance
6 with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national
7 origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including
8 procurement of materials and leases of equipment. The CONTRACTOR shall not participate either
9 directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,
10 including employment practices when the AGREEMENT covers a program whose goal is employment.

11 E. Information and Reports: CONTRACTOR shall provide all information and reports

12 required by the Regulations or directives issued pursuant thereto, and shall permit access to its books,
13 records, accounts, other sources of information, and its facilities as may be determined by AUTHORITY
14 to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any
15 information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to
16 furnish this information, CONTRACTOR shall so certify to AUTHORITY as appropriate, and shall set forth
17 what efforts it has made to obtain the information.

18 F. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with

19 nondiscrimination provisions of this AGREEMENT, AUTHORITY shall impose sanctions as it may
20 determine to be appropriate, including, but not limited to:

21 1. Withholding of payments to CONTRACTOR under the AGREEMENT until

22 CONTRACTOR complies; and/or

23 2. Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

24 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections

25 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs,

26 /

1 activities, and services of public entities, as well as imposes specific requirements on public and private
2 providers of transportation.

3 H. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs
4 (A) through (G) in every lower-tier subcontract, which exceeds \$100,000, including procurements of
5 materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant
6 thereto, and that all such sub recipients shall certify and disclose accordingly. CONTRACTOR shall take
7 such action with respect to any subcontract or procurement as AUTHORITY may direct as a means of
8 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event
9 CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or Supplier as
10 a result of such direction, the CONTRACTOR may request AUTHORITY to enter into such litigation to
11 protect the interests of AUTHORITY, and, in addition, CONTRACTOR may request the United States to
12 enter into such litigation to protect the interests of the United States.

13 **ARTICLE 53. NOTICE OF LABOR DISPUTE**

14 Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay
15 its performance under this AGREEMENT, CONTRACTOR shall immediately notify and submit all
16 relevant information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in
17 any subcontract hereunder as to which a labor dispute may delay performance under this AGREEMENT.
18 However, any Subcontractor need give notice and information only to its next higher-tier Subcontractor.

19 **ARTICLE 54. CLEANING UP**

20 A. CONTRACTOR shall at all times keep the Facilities and Sites, including storage areas
21 used by it, clean and free from accumulations of waste material or rubbish. Upon completion of the Work,
22 CONTRACTOR shall leave the Facilities and Sites in a clean, neat and workmanlike condition satisfactory
23 to AUTHORITY.

24 B. After completion of all Work on the Project, and before making application for Final
25 Acceptance of the Work in the Implementation Phase and Project closeout in the O&M Phase, Project
26 closeout by AUTHORITY will be withheld until CONTRACTOR has satisfactorily complied with the

1 foregoing requirements for final cleanup of the Project.

2 C. Full compensation for conforming to the provisions in this Article, not otherwise provided
3 for, shall be considered as included in price of this AGREEMENT and no additional compensation will be
4 allowed therefore.

5 **ARTICLE 55. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
6 **CONTRACTOR CONTRACTS**

7 A. AUTHORITY or CONTRACTOR shall not discriminate on the basis of race, color, national
8 origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable
9 requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure
10 by the CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may
11 result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate,
12 which may include, but is not limited to:

- 13 (1) Withholding monthly progress payments;
- 14 (2) Assessing sanctions;
- 15 (3) Liquidated damages; and/or
- 16 (4) Disqualifying the CONTRACTOR from future proposing as non-responsible.

17 CONTRACTOR agrees to include these requirements in all subcontracts at any tier.

18 B. In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business
19 Enterprises in Department of Transportation Financial Assistance Programs," AUTHORITY has
20 established a three (3%) percent Disadvantaged Business Enterprise (DBE) participation goal for the
21 services required in this Agreement.

22 C. At the time of contract execution, the CONTRACTOR committed to utilize one or more
23 Disadvantaged Business Enterprise (DBE) Firms in the performance of this DOT-assisted contract.
24 CONTRACTOR agrees to enter into agreements with the DBE subcontractors listed on Attachment
25 "CONTRACTOR Contract DBE Commitment Caltrans Exhibit 10-O2", Form D-1, and ensure they
26 perform

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2 work and/or supply materials in accordance with original commitments. No changes to CONTRACTOR's
3 DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

4 D. CONTRACTOR must take appropriate actions to ensure that it will satisfy good faith
5 efforts to attain the DBE goal and/or the DBE commitment made at award (whichever is higher), when
6 change orders or other modifications alter the dollar amount of the Agreement or the distribution of work.
7 CONTRACTOR must apply and report its DBE goal commitment against the total current Agreement
8 value, including any change orders and/or amendments.

9 E. If there is a DBE goal and/or DBE commitment on the Agreement, CONTRACTOR must
10 complete and submit within the specified timelines, DBE documentation electronically through an
11 AUTHORITY-approved electronic reporting system.

12 F. CONTRACTOR shall comply with all the requirements set forth in Attachment A titled,
13 "DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-
14 ASSISTED CONTRACTS", which is attached to and, by this reference, incorporated in and made a part
15 of this Agreement.

16 **ARTICLE 56. PROHIBITED INTERESTS**

17 D. CONTRACTOR covenants that, for the Term of this AGREEMENT, no director, member,
18 officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have
19 any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

20 E. No member of or delegate to, the Congress of the United States shall have any interest,
21 direct or indirect, in this AGREEMENT or to the benefits thereof.

22 **ARTICLE 57. COVENANT AGAINST CONTINGENT FEES**

23 CONTRACTOR warrants that he/she has not employed or retained any company or person, other
24 than a bona fide employee working for the CONTRACTOR; to solicit or secure this AGREEMENT; and
25 that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any
26 fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting

1 from the award, or formation of this AGREEMENT. For breach or violation of this warranty, AUTHORITY
2 shall have the right to annul this AGREEMENT without liability, or at its discretion; to deduct from the
3 AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission,
4 percentage, brokerage fee, gift, or contingent fee.

5 **ARTICLE 58. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL**
6 **FUNDS FOR LOBBYING**

7 A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

8 1. No state, federal or local agency appropriated funds have been paid, or will be
9 paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer
10 or employee of any local, State or Federal agency; a Member of the State Legislature or United States
11 Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the
12 Legislature or Congress, in connection with the awarding or making of this Agreement, or with the
13 extension, continuation, renewal, amendment, or modification of this Agreement.

14 2. If any funds other than Federal appropriated funds have been paid, or will be paid
15 to any person for influencing or attempting to influence an officer or employee of any agency, a Member
16 of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection
17 with this Agreement, CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form
18 to Report Lobbying", in accordance with its instructions.

19 B. This certification is a material representation of fact upon which reliance was placed when
20 this transaction was made or entered into. Submission of this certification is a prerequisite for making or
21 entering into this transaction imposed by U.S. Code Title 31 Section 1352,. Any person who fails to file
22 the required certification shall be subject to a civil penalty of not less than ten thousand (\$10,000) dollars
23 and not more than one hundred thousand (\$100,000) Dollars for each such failure.

24 C. CONTRACTOR also agrees by signing this document that he or she shall require that the
25 language of this certification be included in all lower-tier subcontracts, which exceed one hundred
26 thousand (\$100,000) dollars, and that all such sub recipients shall certify and disclose accordingly.

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2 **ARTICLE 59. PRIVACY ACT**

3 A. CONTRACTOR shall comply with, and assures the compliance of its employees with, the
4 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
5 Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government
6 before the CONTRACTOR or its employees operate a system of records on behalf of the Federal
7 Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil
8 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
9 comply with the terms of the Privacy Act may result in termination of the underlying AGREEMENT.

10 B. CONTRACTOR agrees to include this requirement in all its subcontracts at any tier.

11 **ARTICLE 60. INCORPORATION OF FEDERAL TERMS**

12 All contractual provisions required by United States Department of Transportation (USDOT),
13 including the Federal Highway Administration (FHWA), whether or not expressly set forth in this
14 document, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
15 federally mandated terms shall be deemed to control in the event of a conflict with other provisions
16 contained in this AGREEMENT. CONTRACTOR shall not perform any act, fail to perform any act, or
17 refuse to comply with any requests, which would cause AUTHORITY to be in violation of the USDOT or
18 FHWA terms and conditions.

19 **ARTICLE 61. FEDERAL CHANGES**

20 CONTRACTOR shall at all times comply with all applicable USDOT regulations, policies,
21 procedures and directives, including without limitation those listed directly or by reference in the
22 agreement between AUTHORITY and USDOT, as they may be amended or promulgated from time to
23 time during this AGREEMENT. CONTRACTOR's failure to comply shall constitute a material breach of
24 AGREEMENT.

25 **ARTICLE 62. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

26 AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any

1 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
2 AGREEMENT, absent the express written consent by the Federal Government, the Federal Government
3 is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to AUTHORITY,
4 CONTRACTOR, or any other party (whether or not a party to this AGREEMENT) pertaining to any matter
5 resulting from the underlying AGREEMENT. CONTRACTOR agrees to include these requirements in all
6 of its Subcontracts.

7 **ARTICLE 63. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
8 **RELATED ACTS**

9 A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies
10 Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
11 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this
12 AGREEMENT, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has
13 made, it makes, it may make, or causes to be made, pertaining to the underlying agreement of the FHWA
14 assisted project for which this AGREEMENT's work is being performed. CONTRACTOR also
15 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
16 submission, or certification, the Federal Government reserves the right to impose penalties of the
17 Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government
18 deems appropriate.

19 B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false,
20 fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an
21 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
22 FHWA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
23 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent
24 the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of
25 its subcontracts.

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2 **ARTICLE 64. RECYCLED PRODUCTS**

3 A. CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource
4 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
5 regulatory provisions of CFR, Title 40, Part 247, and Executive Order 12873, as they apply to the
6 procurement of the items designated in subpart B of CFR, Title 40, Part 247.

7 B. CONTRACTOR agrees to include this requirement in all of its Subcontracts.

8 **ARTICLE 65. ENERGY CONSERVATION REQUIREMENTS**

9 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency,
10 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
11 Conservation Act.

12 **ARTICLE 66. CLEAN AIR**

13 A. CONTRACTOR shall comply with all applicable standards, orders or regulations issued
14 pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each
15 violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA
16 and the appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its
17 Subcontracts.

18 B. CONTRACTOR agrees to include this requirement in each subcontract exceeding
19 \$150,000.

20 **ARTICLE 67. CLEAN WATER REQUIREMENTS**

21 A. CONTRACTOR shall comply with all applicable standards, orders or regulations issued
22 pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.
23 CONTRACTOR shall report any violations of use of prohibited facilities to the USDOT and US EPA.

24 B. CONTRACTOR agrees to include this requirement in each subcontract exceeding
25 \$150,000.

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ARTICLE 68. FLY AMERICA REQUIREMENT

CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for the U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

ARTICLE 69. BUY AMERICA

A. If the maximum cumulative payment obligation of this AGREEMENT exceeds one hundred fifty thousand dollars (\$150,000), CONTRACTOR shall comply with the "Buy America" requirements of 49 U.S.C. Section 5323(j) and 49 CFR part 661, as amended, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver.

B. CONTRACTOR shall furnish a Certificate of Compliance, conforming to the provisions of this Article, for all steel and iron materials.

C. CONTRACTOR shall ensure all Subcontractors at every tier comply with these requirements.

ARTICLE 70. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR or any person associated therewith

1 in the capacity of owner, partner, director, officer or manager:

2 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of
3 ineligibility by any federal agency;

4 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any
5 federal agency within the past three (3) years;

6 3. Does not have a proposed debarment pending; and

7 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of
8 competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

9 B. Any exceptions to this certification must be disclosed in writing to the AUTHORITY.
10 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in
11 determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating
12 agency, and the dates of agency action.

13 C. Exceptions to the Federal Government Excluded Parties List System maintained by the
14 General Services Administration are to be determined by the Federal Highway Administration.

15 **ARTICLE 71. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

16 In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under
17 penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court
18 has been issued against CONTRACTOR within the immediately preceding two-year period because
19 of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to
20 comply with an order of the National Labor Relations Board.

21 **ARTICLE 72. CONFIDENTIALITY OF DATA**

22 A. All financial, statistical, personal, technical, or other data and information relative to the
23 AUTHORITY's operations, which are designated confidential by the AUTHORITY and made available to
24 the CONTRACTOR in order to carry out this Agreement, shall be protected by the CONTRACTOR from
25 unauthorized use and disclosure.

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2 B. Permission to disclose information on one occasion, or public meeting held by the
3 AUTHORITY relating to the Agreement, shall not authorize the CONTRACTOR to further disclose such
4 information or disseminate the same on any other occasion.

5 C. CONTRACTOR shall not comment publicly to the press or any other media regarding the
6 Agreement or LOCAL AGENCY's actions on the same, except to LOCAL AGENCY's staff,
7 CONTRACTOR's own personnel involved in the performance of this Agreement, at public hearings, or in
8 response to questions from a Legislative committee.

9 D. CONTRACTOR shall not issue any news release or public relations item of any nature,
10 whatsoever, regarding work performed or to be performed under this Agreement without prior review of
11 the contents thereof by the AUTHORITY, and receipt of the AUTHORITY's written permission.

12 **ARTICLE 73. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

13 CONTRACTOR warrants that this Agreement was not obtained or secured through
14 rebates, kickbacks or other unlawful consideration, either promised or paid to any AUTHORITY
15 employee. For breach or violation of this warranty, AUTHORITY shall have the right in its discretion, to
16 terminate the Agreement without liability, to pay only for the value of the work actually performed, or to
17 deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other
18 unlawful consideration.

19 **ARTICLE 74. EVALUATION OF CONTRACTOR**

20 CONTRACTOR's performance will be evaluated by AUTHORITY. A copy of the evaluation will
21 be sent to CONTRACTOR for comments. The evaluation together with any comments shall be retained
22 as part of the Agreement record.

23 **ARTICLE 75. FORCE MAJEURE**

24 Either party shall be excused from performing its obligations under this AGREEMENT during the
25 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
26 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,

1 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
2 omission by the other party; when satisfactory evidence of such cause is presented to the other party;
3 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
4 the fault or negligence of the party not performing.

5 **ARTICLE 76. NO THIRD-PARTY BENEFICIARIES**

6 Unless otherwise expressly stated herein, it is not intended under this Agreement to create any third-
7 party beneficiaries under the Agreement or to authorize anyone not a Party to the Agreement to
8 maintain any legal action or other proceeding for any cause of action or claim based on the Agreement.

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2 This AGREEMENT shall be made effective upon execution by both parties.

3 **IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT No. C-0-2690 to be
4 executed on the date first above written.

5 **CONTRACTOR**

ORANGE COUNTY TRANSPORTATION AUTHORITY

6
7 By: _____

By: _____

8 Darrell Johnson
9 Chief Executive Officer

10 APPROVED AS TO FORM:

11
12 By: _____

13 James M. Donich
14 General Counsel

15 APPROVED:

16
17 By: _____

18 Kirk Avila
19 General Manager
20 Express Lanes Programs

21 Date: _____

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23
24
25
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DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. DBE Participation

It is the CONTRACTOR'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY's DBE program developed pursuant to these regulations.

If CONTRACTOR has committed to utilize a DBE in the performance of this U.S. DOT-assisted contract, CONTRACTOR'S submitted "DBE Participation Commitment Form," in combination with the executed subcontract and/or purchase order will be utilized to monitor CONTRACTOR'S DBE commitment. Unless otherwise directed and/or approved by AUTHORITY prior, CONTRACTOR must not effectuate any changes to its DBE participation commitment.

CONTRACTOR must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY's U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONTRACTOR'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY's DBE Program, CONTRACTOR must:

- A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONTRACTOR must apply and report its DBE goal commitment against the total Agreement value, including any change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), AUTHORITY has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY's DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORITY's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

CONTRACTOR must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontractor. Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance

to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Agencies' disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
(a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
3. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
 - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa";
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race";

- iii. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians";
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong";
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;"
 - vi. Women; and
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONTRACTOR.
6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. AUTHORITY may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil

Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. AUTHORITY may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.

8. **“Other Socially and Economically Disadvantaged Individuals”** means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who, on a case-by-case basis, are determined by Small Business Administration or AUTHORITY to meet the social and economic disadvantage criteria described below.

B. “Social Disadvantage”

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

C. “Economic Disadvantage”

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal and/or DBE commitment on the Agreement, CONTRACTOR must complete and submit within the specified timelines, the following DBE documentation, electronically through e-mail or an AUTHORITY-approved electronic reporting system consistent with CONTRACTOR'S DBE goal commitment:

- A. "Monthly DBE subcontractor Commitment and Attainment Report Summary and Payment Verification" (Form 103)

The purpose of this form is to ensure CONTRACTOR DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The CONTRACTOR is required to complete and submit this form to AUTHORITY by the 10th of each month until completion of the Agreement. CONTRACTOR must submit first Form 103 following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONTRACTOR must execute and return the form.

The Form 103 must include the following information:

1. General Agreement Information – Including Agreement Number and Title, CONTRACTOR Name and the following:
 - a) Original Agreement Amount
 - b) Running Total of Change Order Amount
 - c) Current Agreement Amount
 - d) Amount Paid to CONTRACTOR during Month
 - e) Amount Paid to CONTRACTOR from Inception to Date
 - f) DBE Contract Goal
 - g) Total Dollar Amount of DBE Commitment

- h) DBE Commitment as Percentage of Current Agreement Amount
2. Listed and Proposed CONTRACTOR/Subcontractor Information – For All DBE participation being claimed either race-neutrally or race-consciously, regardless of tier:
- a) DBE Firm Name, Address, Phone Number, DBE Capacity Type, Certification Type and Certification Number.
 - b) DBE Firm Contract Value Information:
Original Contract Amount, running total of change order amount, Current Contract Amount, Amount Paid to CONTRACTOR or Subcontractor(s) During Month and Amount Paid to CONTRACTOR or Subcontractor(s) to date.

CONTRACTOR is advised not to report the participation of DBE(s) toward the CONTRACTOR'S DBE attainment until the amount being claimed has been paid to the DBE.

3. CONTRACTOR Assurance of Full Compliance with Prompt Payment Provisions

CONTRACTOR must sign the prompt payment assurance statement of compliance contained within the Monthly Form 103, providing assurance that timely payments have been issued to all Subcontractors in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

4. CONTRACTOR Payment Verification Summary

CONTRACTOR is to further maintain and submit a Verification of Payment Summary inclusive of a detailed running tally of related invoices submitted by DBE(s) and non-DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payment made. The Verification of Payment Summary must also include:

DBE(s) and non DBE(s) invoice number, invoice amount, invoice date, CONTRACTOR'S invoice number that incorporated the corresponding DBE and non-DBE invoice(s) for billing purposes, date of invoice submission to AUTHORITY, date and amount AUTHORITY paid on CONTRACTOR'S Invoice. The report must reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBEs and non-DBEs.

CONTRACTOR to submit a Verification of Payment Summary with the Monthly Form 103 submission for each DBE firm in which CONTRACTOR has reflected a value

paid within the reporting period. Verification of Payment Summary must be signed by the applicable DBE and submitted with Form 103 to authenticate reported payments.

B. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, CONTRACTOR must submit documentation on the "Monthly DBE Trucking Verification," Form to AUTHORITY showing the amount paid to DBE trucking companies. CONTRACTOR must also obtain and submit documentation to AUTHORITY showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, CONTRACTOR may count only the fee or commission the DBE receives as a result of the lease arrangement.

CONTRACTOR must also obtain and submit documentation to AUTHORITY showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

C. DBE Subcontract Agreements

CONTRACTOR must submit to AUTHORITY copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONTRACTOR must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

D. Semi-Annual Subcontractor Paid Report Summary

AUTHORITY will require CONTRACTOR (inclusive of DBE primes) to report payment data to lower-tiers on a semi-annual basis each year, using the "Semi-Annual Subcontractor Paid Report Summary." These reports will capture payments to CONTRACTOR and payments to non-DBEs within the respective reporting period. Reported payments to lower-tiers must include a signed payment verification form.

CONTRACTOR will adhere to the following submittal schedule:

- April 10th Report, reporting period: October 1st through March 31st
- October 10th Report, reporting period: April 1st through September 30th

E. Final Report-Utilization of Disadvantaged Business Enterprises (DBE)

Upon completion of the project, CONTRACTOR must complete and submit a "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), Subcontractors," certified correct by CONTRACTOR or the CONTRACTOR'S authorized representative,

to facilitate reporting and capturing DBE attainments at conclusion of the project. The form must be furnished to AUTHORITY within thirty (30) days from the date of the project. The amount of ten-thousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

F. Disadvantaged Business Enterprises (DBE) Certification Status Change

If a DBE Subtractor is decertified during the life of the project, the decertified Subcontractor must notify the CONTRACTOR in writing with the date of decertification. If a Subcontractor becomes a certified DBE during the life of the project, the Subcontractor must notify CONTRACTOR in writing with the date of certification (Attach DBE certification/decertification letter). CONTRACTOR must furnish the written documentation to AUTHORITY within ten (10) days of receipt. Upon completion of the project, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the CONTRACTOR indicating the DBEs' existing certification status. If there are no changes, indicate "No Changes." The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project acceptance.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONTRACTOR to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONTRACTOR'S agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of AUTHORITY. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by implementing the following method(s):

- a) Posting CONTRACTOR payment data to a website, database, or other place accessible to Subcontractors to assist them in determining when they should expect to receive payment.
- b) Requiring CONTRACTOR to use an automated reporting system, inclusive of, but not limited to, real time entry of payments made and received by CONTRACTOR and their lower-tiers.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of bid/proposal submission:

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program (“CUCP”) at the time of bid submission. A listing of DBEs certified by the CUCP is available at the following source:

The CUCP web site, which can be accessed at <http://www.dot.ca.gov/hq/bep>.

2. A DBE may participate as a prime CONTRACTOR, Subcontractor, joint venture partner, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own work forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
4. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONTRACTOR is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
 1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subcontractor, the value of the subcontracted work may be counted toward DBE participation only if the Subcontractor is a certified DBE and performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONTRACTOR’S DBE attainment.
 2. CONTRACTOR is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
 - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies

- required under the Agreement obtained from a regular dealer; or
- b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.
3. The following types of fees or commissions paid to DBE Subcontractors, Brokers, and Packagers may be credited toward CONTRACTOR'S DBE attainment, provided that the fee or commission is reasonable and not excessive, as compared with fees or commissions customarily allowed for similar work including:
- a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Agreement;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves), when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Agreement.
4. CONTRACTOR may count the participation of DBE trucking companies toward DBE attainment, as follows:
- a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by the DBE-owned trucks or leased trucks with DBE drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - f) The DBE may lease trucks without drivers from a non-DBE truck leasing

company and if the DBE uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. If the CONTRACTOR listed a non-certified, 1st tier Subcontractor to perform work on this Agreement, and the non-certified Subcontractor subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subcontractor or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the Agreement. If a DBE CONTRACTOR performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
6. CONTRACTOR is advised not to report the participation of DBE(s) toward the CONTRACTOR'S DBE attainment until the amount being claimed has been paid to the DBE.

VII. DBE Substitution, Termination and On-Going Good Faith Efforts

AUTHORITY requires that CONTRACTOR not terminate a DBE without AUTHORITY's prior written consent. This includes, but is not limited to, instances in which CONTRACTOR seeks to perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, or with another DBE firm.

AUTHORITY will provide such written consent only if it agrees, for reasons stated in the concurrence document, that CONTRACTOR has good cause to terminate the DBE firm. For purposes of this section, good cause includes the following circumstances:

- A. The listed DBE subcontractor fails or refuses to execute a written contract;
- B. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE Subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of CONTRACTOR;
- C. The listed DBE subcontractor fails or refuses to meet CONTRACTOR'S reasonable, nondiscriminatory bond requirements;
- D. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;

- E. The listed DBE Subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 108, 215 and 1,200 or applicable state law;
- F. CONTRACTOR has determined that the listed DBE Subcontractor is not a responsible CONTRACTOR;
- G. The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- H. The listed DBE is ineligible to receive DBE credit for the type of work required;
- I. A DBE owner dies or becomes disabled with the result that the listed DBE CONTRACTOR is unable to complete its work on the contract;
- J. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if CONTRACTOR seeks to terminate a DBE it relied upon to obtain the Agreement so that CONTRACTOR can self-perform the work for which the DBE CONTRACTOR was engaged or so that CONTRACTOR can substitute another DBE or non-DBE CONTRACTOR after Agreement award.

Before transmitting to AUTHORITY its request to terminate and/or substitute a DBE subcontractor, CONTRACTOR must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to request to terminate and/or substitute, and the reason for the request.

CONTRACTOR must give the DBE five (5) days to respond to CONTRACTOR'S notice and advise AUTHORITY and CONTRACTOR of the reasons, if any, why it objects to the proposed termination of its subcontract or purchase order and why AUTHORITY should not approve CONTRACTOR'S action. If required in a particular case as a matter of public necessity (e.g. safety), CONTRACTOR may provide a response period shorter than five (5) days.

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONTRACTOR within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONTRACTOR.

The substitute DBE must be certified as a DBE at the time of request for substitution. CONTRACTOR shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY.

Should CONTRACTOR elect to submit a good faith effort documentation in lieu of proposing

additional DBE participation, AUTHORITY will review the documentation and provide a written determination to CONTRACTOR stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed and required subcontracts, supplies, trucking commitments, or other services have been approved by AUTHORITY.

VIII. Additional DBE Subcontractors

In the event CONTRACTOR identifies additional DBE Subcontractors or suppliers not previously identified by CONTRACTOR for DBE participation under the Agreement, CONTRACTOR must notify AUTHORITY by submitting "Request for Additional DBE Firm," to enable AUTHORITY to verify the firm's eligibility, capacity, CUF and ensure there is not a scope conflict with another listed firm. Proposed firms cannot be applied towards CONTRACTOR'S DBE participation until approved by AUTHORITY.

CONTRACTOR must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY's U.S. DOT-assisted contracts. CONTRACTOR is cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Dispute Resolution

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONTRACTORs violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONTRACTOR shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONTRACTOR and subcontractor agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions

between the parties involved.

CONTRACTOR and subcontractor further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. INFORMAL MEETINGS:

AUTHORITY is available to assist CONTRACTOR with coordination of informal meeting requests to assist in the resolution of disputes between CONTRACTOR and subcontractor. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONTRACTOR and subcontractor for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. Mediation

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONTRACTOR and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONTRACTOR and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

XI. Administrative Remedies and Enforcement

CONTRACTOR must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs," and ensure that all subcontractors, regardless of tier, are also fully compliant. Failure by CONTRACTOR to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which may include, but is not limited to:

Withholding monthly progress payments;

Assessing sanctions;

Liquidated damages; and/or

Disqualifying CONTRACTOR from future bidding/proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONTRACTOR identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONTRACTOR must be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied with supporting documentation; and/or (2) Request a hearing with AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONTRACTOR'S right to appeal. If CONTRACTOR files an appeal, AUTHORITY, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If after review of CONTRACTOR'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONTRACTOR, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

EXHIBIT F: MILESTONE PAYMENT SCHEDULE

Milestone Payment Schedule

A. Payments for System Costs (Excluding Hardware, Equipment and Off-the-Shelf Software)				
Payment Number	Payment Milestone	% Paid	Cum % Paid	\$
A-1	Notice to Proceed (Mobilization)	5.00%	5.00%	\$
A-2	Baseline Project Management Plan, Baseline Implementation Schedule, Software Development Plan and Quality Assurance Plan Approved	4.00%	9.00%	\$
A-3	I-405 CSC and WIC Facility Design Inputs	2.00%	11.00%	\$
A-4	Requirements Traceability Matrix Approved	3.00%	14.00%	\$
A-5	Business Rules Approved	3.00%	17.00%	\$
A-6	System Detailed Design Document Approved	8.00%	25.00%	\$
A-7	Approval of all Remaining BOS Design, Installation, End of Agreement Transition, Training, Disaster Recovery, Business Continuity, Maintenance Plans	5.00%	30.00%	\$
A-8	CSC Operations and Facility Mobilization Plan, Staffing and Human Resources Plan, Reporting and Reconciliation Plan and SOPs Approved	4.00%	34.00%	\$
A-9	Master Test Plan Approved	4.00%	38.00%	\$
A-10	All Manuals and Third-Party Documentation	2.00%	40.00%	
A-11	Software Walkthrough and Update of RTM Approved	4.00%	44.00%	\$
A-12	Unit Testing Approved	4.00%	48.00%	\$
A-13	System Integration Testing Approved	4.00%	52.00%	\$
A-14	User Acceptance Testing Approved	5.00%	57.00%	\$
A-15	Approval of all Training Plans Materials and Manuals	3.00%	60.00%	\$
A-16	Training Completed	3.00%	63.00%	\$
A-17	Achieve Commencement or Ramp-up/Customer Services	3.00%	66.00%	\$
A-18	Onsite Installation and Commissioning Testing (includes updated SDDD, traceability matrix and business rules documents), and Go-Live Testing Approved	5.00%	71.00%	\$
A-19	Acceptance of Operational Readiness Demonstration	4.00%	75.00%	\$
A-20	Go-Live	10.00%	85.00%	\$
A-21	Operational and Acceptance Testing Approved	10.00%	95.00%	\$
A-22	BOS Acceptance	5.00%	100.00%	\$

B. Payments for Hardware, Equipment and Off-the-Shelf Software				
Payment Number	Payment Milestone	% Paid	Cum.% Paid	\$
B-1	Ordering Approved by Authority and Verified	10.00%	10.00%	\$
B-2	Verified Received	45.00%	55.00%	\$
B-3	Verified Installed in Final Configuration and Location	45.00%	100.00%	\$

**EXHIBIT G: LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL
SPECIFICATIONS**

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

G. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.

H. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act.

1.2 HEAT ILLNESS PREVENTION PROGRAM

A. Contractor shall provide a copy of their company Heat Illness Prevention Program in accordance with CCR Title 8, Section 3395, Heat Illness Prevention.

1.3 HAZARD COMMUNICATION

A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products used, if any.

B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

C. The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.4 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy

of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 14050 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Yard Safety Rules

END OF SECTION

FORM A: OFFEROR'S QUESTIONS FORM

Offeror Name:

Offeror's Questions Form

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

FORM B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes _____ No _____
- Subcontractor Yes _____ No _____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes _____ No _____

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your Subcontractors, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Steve Jones, Chairman
Andrew Do, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Laurie Davies, Director
Barbara Delgleize, Director
Michael Hennessey, Director
Gene Hernandez, Director
Joseph Muller, Director
Mark A. Murphy, Director
Richard Murphy, Director
Miguel Pulido, Director
Tim Shaw, Director
Harry S. Sidhu, Director
Michelle Steel, Director
Donald P. Wagner, Director

FORM C: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Date

Title

FORM D: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
REQUIREMENTS AND FORMS

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENTS**

1.0 DBE Goal

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is 3%.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1 Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3 Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4 Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6 Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 "Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 "Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 "Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - 3.3.2.6 Women; and
 - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 "Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 "Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 "Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 "Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

3.8 ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.

3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.

3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.

3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Proposer must complete and submit the following DBE Exhibit (form) with their proposal:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)
- Bidders List

Required Forms	Submission
DBE Participation Commitment Form	Required at time of proposal
Written Confirmation (for each DBE firm listed on the DBE Participation Commitment Form)	Required at time of proposal
DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date

4.1 “DBE Participation Commitment Form” (Form D-1) required at time of Proposal. The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The proposer shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value and scope of work listed on the DBE Participation Commitment Form. A signed quote or proposal from the DBE firm can be used in lieu of the written confirmation; however, the dollar amount and scope(s) in the quote/proposal, and the amount and scope reflected on the DBE Participation Commitment Form must match identically.

4.2 “DBE Information - Good Faith Efforts” (Form D-2)

To be a responsible and responsive proposer, the proposer must make good faith efforts to meet the goal. The proposer can meet this requirement in two ways. (i) the proposer can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the proposer can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the proposer did not meet or obtain enough DBE participation to meet the DBE goal, the proposer must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the proposer made adequate good faith efforts to meet the goal.

If the proposer has met the DBE goal based on the participation of DBEs listed on the proposer’s “DBE Participation Commitment Form,” it is at the proposer’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the proposer’s eligibility for award of the contract if the Authority determines that the proposer failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the proposer made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the proposer is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

For further guidance, refer to instructions on Exhibit E-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR Part 26 - “Guidance Concerning Good Faith Efforts,” and the DBE Section of the Authority’s Pre-Proposal Power Point.

4.3 “Bidders List” (Form D-3)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Proposers are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime proposer.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT

1. RFP NO.: _____

2. Project Name/Description: _____

3. Offeror: _____

4. DBE Commitment Information

(A) Description of work to be performed by DBE firm (include bid item number on the DBE Participation Commitment Form as applicable):

(B) Percentage of work to be performed _____ (For Architectural & Engineering Services Proposals)

OR

Dollar value of work to be performed \$ _____ (For Professional Services Proposals)

5. DBE ACKNOWLEDGMENT*

I acknowledge that my firm has been listed by the Offeror named above, and is committed, to perform the scope and portion of work (A and B) stated above.

DBE Firm's Name: _____

Name: _____

Signature: _____

Title: _____

Telephone: _____

*If the offeror does not receive award of the prime contract, any and all representations in this letter of Acknowledgment and Commitment shall be null and void.

This form may be used to fulfill the DBE Participation Commitment Letter requirement as stated in the RFP instructing that the "the offeror is required to submit with the proposal a DBE Letter of Acknowledgement and Commitment signed and dated from each DBE acknowledging that the DBE is participating in the contract for the specified value and scope of work.

INSTRUCTIONS - DBE LETTER OF ACKNOWLEDGEMENT AND COMMITMENT

Offeror is required to ensure all information is complete and accurate:

1. **RFP No.** - Enter the RFP Number.
2. **Project Name/Description** - Enter the name and/or description of the project.
3. **Offeror Name** - Enter the offeror's firm name.
- 4A. **Description of work** - Scope of work to be performed that will be credited towards DBE participation. To include bid item number on the DBE Participation Commitment Form as applicable.
- 4B. **Value** - Enter the percentage or total dollar value of participation for the DBE firm.
5. **DBE Acknowledgement** – DBE to provide firm name, authorized person's name, signature, title and telephone number if they have been notified that they were listed for the scope and value reflected in #4.

NOTE: If the offeror does not receive award of the prime contract, any and all representations in the letter of Acknowledgment and Commitment shall be null and void.



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of _____% for this contract. The information provided herein shows that a good faith effort was made by _____(Proposer).

Proposer shall submit the following information to document adequate good faith efforts to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. Proposer should submit the following information even if the "DBE Participation Commitment Form" indicates that the proposer has met the DBE goal. This will protect the proposer's eligibility for award of the contract if Authority determines that the proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the proposer made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to proposal submission. Proposer to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

- A. Items of Work the Proposer Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the proposer, value of work items as a percentage of total contract work, breakdown of larger scopes of contract work (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the proposer's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation as follows (Provide documents that sufficiently evidence the efforts detailed below):

Description of Work Item	Proposer Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to repond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the proposer, the proposer solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, proposer to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. Rejected DBE Proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the proposer's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the proposer (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, proposer is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

- E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the proposer in response).

- F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, proposer to provide evidence of effort.

- G. Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, proposer to provide a list of any assistance provided to DBEs:

- H. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a proposer made adequate good faith efforts, the Authority will take into account the performance of other proposers in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The proposer is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary proposer, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Prime Proposer:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: _____yrs.
Contact Name:							
Address:							

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> Less than \$5 million <input type="checkbox"/> Less than \$10 million <input type="checkbox"/> Less than \$15 million <input type="checkbox"/> More than \$15 million Age of Firm: _____yrs.
Contact Name:							
Address:							

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.

FORM E: CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. **Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.**
2. **Covered Federal action, as used in this clause, means any of the following Federal actions:**
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. **Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.**
4. **Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.**
5. **Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.**
6. **Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:**
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.

- b. A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.
 - c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
7. **Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.**
8. **Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.**
9. **Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.**
10. **Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.**
11. **Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.**
12. **State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.**

B. PROHIBITIONS

1. **Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.**
2. **The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.**
3. **The prohibitions of the Act do not apply under the following conditions:**
 - a. **Agency and legislative liaison by own employees.**
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than

officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.
- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of offeror) of
_____ that:
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20____

By _____
(Signature of authorized official)

(Title of authorized official)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING
ACTIVITIES**

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

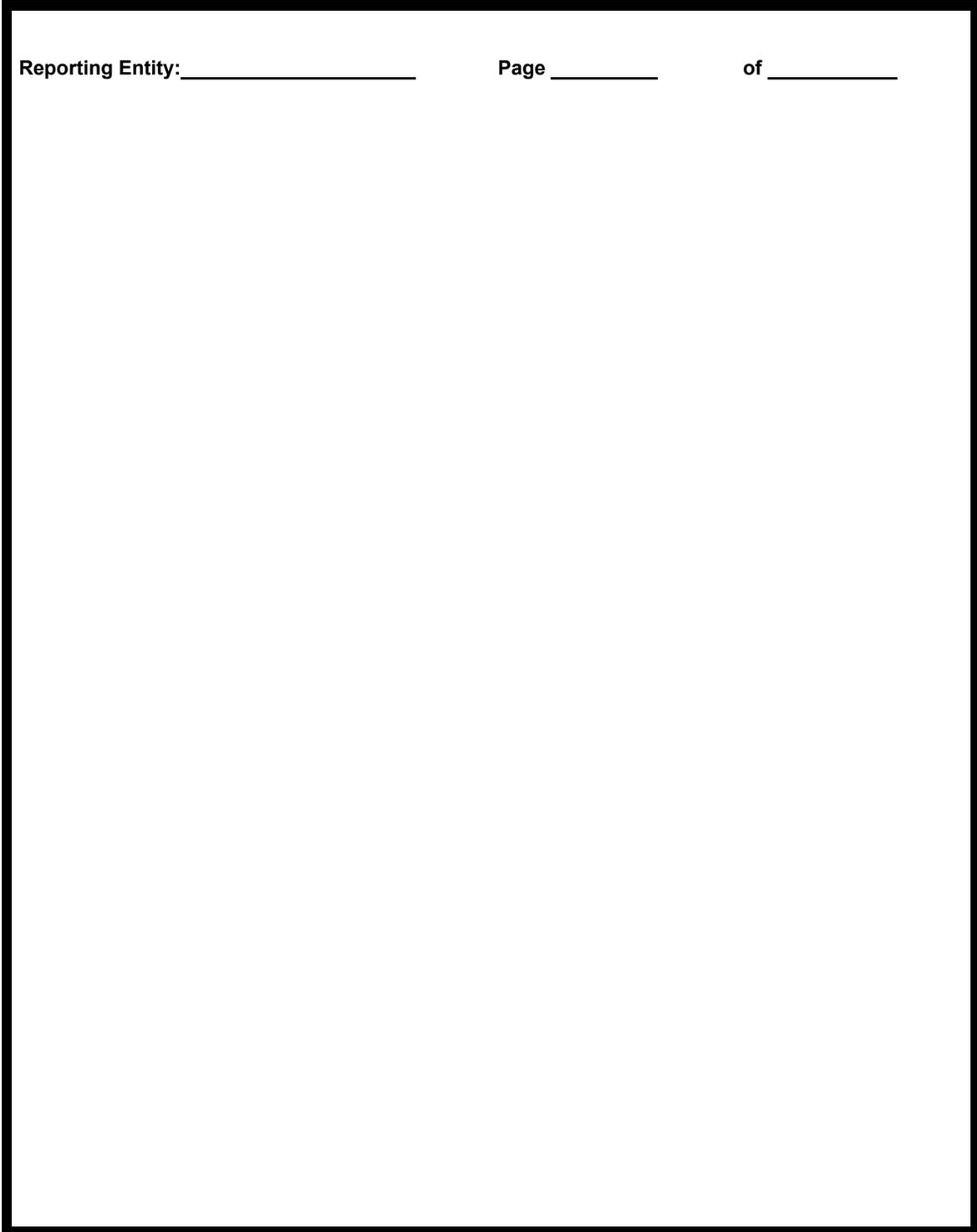
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

Approved by
OMB
003480045

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____



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FORM F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS FORM

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority' technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit B) and Proposed Agreement (Exhibit E). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the Proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No.: _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____ _____

FORM G: SURETY COMMITMENT LETTER

SURETY COMMITMENT LETTER

TO: Orange County Transportation Authority

We have reviewed the Proposal of _____
(Offeror)

(Address)

for the [RFP Title] for which Proposals will be received on: _____ (Proposal Due Date) and wish to advise that should this Proposal of the Offeror be accepted and the Contract awarded to, such Offeror, this company agrees to become the Surety and provide the Payment and Performance Bonds required by the Contract for both the Implementation and Operations and Maintenance Phases. Such Bonds will be in the amounts identified in the Price Proposal, and referenced in Agreement, Article 13, Bonds, with terms of the Bonds as also provided in that article.

We are duly authorized to do business in the State of California

Surety Company/Address:

(Authorized Signature)

ATTEST:

[Attach Power of Attorney]

(Corporate Seal, if any. If no seal, write "No Seal" across this place and sign.)

FORM H: INTELLECTUAL PROPERTY ESCROW AGREEMENT

FORM OF INTELLECTUAL PROPERTY ESCROW AGREEMENT

Account Number _____

This Intellectual Property Escrow Agreement ("Escrow Agreement") is effective _____, 201_ among _____, a _____ corporation ("Escrow Agent"), _____, a _____ corporation ("Depositor"), and the Orange County Transportation Authority and, public entity of the State of California ("OCTA") together referred to as ("Authority"), who collectively may be referred to in this Escrow Agreement as the parties ("Parties").

A. Depositor and Authority have entered or will enter into an agreement for Back Office System and Customer Services Center Operations Services for the 405 Express Lanes in Orange County, California (the "AGREEMENT"). Unless the context otherwise requires, capitalized terms used in this Escrow Agreement have the meanings given in the AGREEMENT.

B. Under the AGREEMENT, Depositor has granted Authority licenses to use certain intellectual property, software and supporting materials, and Depositor will from time to time modify, add to, refine, substitute, revise, enhance, update, revise, upgrade and/or correct such software and supporting materials and will submit these updated software development documents on an ongoing basis as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such updates. An initial deposit shall be made by Depositor within 60 Calendar Days of the AGREEMENT's Effective Date if requested by Authority. Additional deposits shall be made within 10 Calendar Days of Go-Live and BOS Acceptance. Depositor shall make deposits of the complete set of IP Materials current at the time of deposit at least semi-annually if no deposits provided above have occurred within the relevant preceding six-month period.

C. Depositor has agreed in the AGREEMENT to deposit into escrow with Escrow Agent the Intellectual Property and IP Materials including, without limitation, related documentation of Software required to be delivered as part of the AGREEMENT, including Software Source Code in ASCII format, on industry standard media and source code listings in human readable form of the Software as well as paper and electronic copies of the functional specifications and design specifications, code and documentation for tests used by Depositor to verify Software behavior, and user and technical documentation (all of which, together with modifications, additions, enhancements, updates, revisions, upgrades and corrections thereto and thereof, and all other supplementary deposits under Section 1.1 below, being collectively referred to in this Escrow Agreement as the "Software Source Code").

D. Depositor and/or its Software suppliers desire to avoid disclosure and release of the Software Source Code except under certain limited circumstances.

E. The availability of the IP Materials (including without limitation Software Source Code) to Authority is critical to Authority' business and, therefore, Authority need access to the IP Materials certain limited circumstances.

F. Depositor and Authority desire to establish an escrow with Escrow Agent to provide for the retention, administration and controlled access of the IP Materials.

G. Escrow Agent has consented to act as Escrow Agent and to receive and hold the current version and any future versions of the IP Materials.

H. The parties desire this Escrow Agreement to be supplementary to the AGREEMENT pursuant to 11 United States Bankruptcy Code, Section 365(n)(1)(B).

NOW, THEREFORE, Depositor and Authority hereby engage Escrow Agent to serve as Escrow Agent for the Intellectual Property and IP Materials, Escrow Agent hereby accepts such engagement, and

the Parties hereby agree to the establishment and administration of an escrow for the IP Materials, on the following terms and conditions.

SOURCE CODE ESCROW AGREEMENT

SECTION 1. DEPOSITS

1.1. Obligation to Make Deposits.

(a) Immediately upon execution of this Escrow Agreement, Depositor shall deposit IP Materials that consist of Pre-Existing Contractor Intellectual Property and Third Party Intellectual Property to be used in connection with the Toll Services with Escrow Agent.

(b) Depositor will submit updated Software development documents on an ongoing basis as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such updates. Notwithstanding the foregoing, additional deposits shall be made within 10 Calendar Days of Go-Live and BOS Acceptance. Depositor shall make deposits of the complete set of IP Materials current at the time of deposit at least semi-annually if no deposits provided above have occurred within the relevant preceding six-month period.

(c) If during any calendar month after the date a Notice of BOS Acceptance is issued by Authority, Depositor completes and installs in or for the BOS Work any modification, addition, Enhancement, Update, revision, Upgrade or correction of or to any of the escrowed Software Source Code, it shall deposit with Escrow Agent, as soon as reasonably practicable and in no event more than 30 Calendar Days from the date of such updates, each such modification, addition, Enhancement, Update, revision, Upgrade and correction, and a modified Attachment A identifying the same. Similarly, if Depositor identifies any additional Intellectual Property or IP Materials to be deposited pursuant to Article 26 of the AGREEMENT, it shall deposit same with Escrow Agent, along with a modified Attachment A identifying the same as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such identification.

(d) Each deposit under subsection (d) above shall be added to the existing deposit. Each deposit under subsections (b) or (c) above shall be listed on a modified Attachment A and Depositor shall sign each modified Attachment A. Attachment A and each modified Attachment A shall be held and maintained separately within the escrow account. Escrow Agent shall create an independent record which documents the activity for Attachment A and each modified Attachment A. The processing of all deposits under this Section 1.1 shall be in accordance with Sections 1.2 through 1.6 below.

(e) Notwithstanding any other provision of this Escrow Agreement, Depositor shall have no obligation to deposit with the Escrow Agent any Software Source Code for Off-the-Shelf Software, subject however, to the provisions of Article 26 of the AGREEMENT.

1.2. Identification of Tangible Media. Prior to each delivery of the IP Materials to Escrow Agent, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Intellectual Property are written or stored. Additionally, with each delivery Depositor shall complete Attachment A to this Escrow Agreement or a modified Attachment A by listing each such tangible media by the item label description, the type of media and the quantity, and the identity of the owner of the Intellectual Property (whether Depositor or a Software Supplier). Depositor shall sign each Attachment A or modified Attachment A and deliver it to Escrow Agent with the IP Materials. Such signature shall constitute Depositor's representation and warranty that Attachment A is true, accurate and complete. Unless and until Depositor makes the initial deposit with Escrow Agent, Escrow Agent shall have no obligation with respect to this Escrow Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3. Deposit Inspection. Within three Business Days after Escrow Agent receives IP Materials and Attachment A or a modified Attachment A, Escrow Agent shall conduct a deposit inspection by visually matching the labeling of the tangible media containing the Source Code to the item descriptions and quantity listed on Attachment A or modified Attachment A. In addition to the deposit inspection, Authority may elect to cause a verification of the IP Materials at any time in accordance with Section 1.6 below.

1.4. Acceptance of Deposit. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Attachment A or the modified Attachment A, Escrow Agent shall date and sign Attachment A or the modified Attachment A and mail a copy thereof to Depositor and Authority. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling does not match the item descriptions or quantity on Attachment A or the modified Attachment A, Escrow Agent shall (a) note the discrepancies in writing on Attachment A or the modified Attachment A; (b) date and sign Attachment A or the modified Attachment A with the exceptions noted; and (c) mail a copy of Attachment A or the modified Attachment A to Depositor and Authority. Escrow Agent's acceptance of the deposit occurs upon the signing of Attachment A or the modified Attachment A by Escrow Agent. Delivery of the signed Attachment A or the modified Attachment A to Authority is Authority' notice that the Software Source Code have been received and accepted by Escrow Agent.

1.5. Depositor's Representations. Depositor represents and warrants to Authority as follows:

(a) Depositor lawfully possesses all of the IP Materials and the Intellectual Property contained therein as deposited with Escrow Agent;

(b) With respect to all of the IP Materials and the Intellectual Property contained therein, Depositor has the right and authority to grant to Escrow Agent and Authority the rights as provided in this Escrow Agreement;

(c) The IP Materials and the Intellectual Property contained therein are not subject to any lien or other encumbrance;

(d) The IP Materials and the Intellectual Property contained therein consist of the proprietary technology and other materials identified either in the AGREEMENT or Attachment A, as applicable; and

(e) The IP Materials are readable and useable in their current form or, if any portion of the IP Materials and the Intellectual Property contained therein is encrypted, the decryption tools and decryption keys have also been deposited.

1.6. Verification. Authority may, at Authority' expense, cause a verification of any IP Materials. Authority shall notify Depositor and Escrow Agent of Authority' request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the IP Materials. If a verification is elected after the IP Materials have been delivered to Escrow Agent, then only Escrow Agent, or at Escrow Agent's or Authority' election an independent person or company selected and supervised by Escrow Agent or Authority, may perform the verification. If Authority elects to have an independent person or company perform the verifications, its election and selection shall prevail over any such election by Escrow Agent. The verification shall be conducted in accordance with the verification procedures specified in the completed form of Attachment A accompanying Depositor's deposit of the relevant IP Materials with Escrow Agent. Such verification shall determine the relevance, completeness, currency, accuracy and functionality of the IP Materials and the Intellectual Property contained therein and, specifically as to Software Source Code, whether the deposit is complete. If Escrow Agent or a person or company it selects performs the verification, Escrow Agent shall deliver to Authority a written report detailing the verification not later than 30 days after Authority delivers Notice requesting such verification. Any verification shall take place either at Escrow Agent's location or an agreed upon location during Escrow Agent's regular business hours. If Authority elect to have an independent person or company perform the verification, then such entity shall adhere to the

confidentiality requirements of the AGREEMENT. If Escrow Agent or the independent person performing the verification determine that the verification procedures specified in the completed Attachment A are insufficient to enable verification of the relevant IP Materials and the Intellectual Property contained therein, then upon the request of Escrow Holder or Authority, Depositor shall cooperate in good faith to supplement and/or modify the verification procedures as necessary and appropriate to facilitate such verification.

1.7. Removal of IP Materials. The IP Materials and the Intellectual Property contained therein may be removed and/or exchanged only on written instructions signed by both the Depositor and Authority, or as otherwise provided in this Escrow Agreement.

1.8. Inspection. Authority and Depositor shall be entitled, during normal business hours, to inspect, under the supervision of an officer of Escrow Agent and at Escrow Agent's facilities, the physical and technical status and condition of the IP Materials and the Intellectual Property contained therein. The party undertaking the inspection shall provide Notice of the pending inspection to the other party, five Business Days prior to the scheduled date of the inspection. The party receiving the notice shall have the right to be present at the inspection, but such presence is not a condition precedent to the inspecting party's right to proceed with inspection.

SECTION 2. CONFIDENTIALITY AND RECORD KEEPING

2.1. Confidentiality. Escrow Agent shall maintain the IP Materials and the Intellectual Property contained therein in a secure, environmentally safe, fireproofed vault or locked facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Intellectual Property. Except as provided in this Escrow Agreement, Escrow Agent shall not disclose, transfer, make available or use the Intellectual Property or any IP Materials. Escrow Agent shall not disclose the content of this Escrow Agreement to any third party. If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the IP Materials and the Intellectual Property contained therein, Escrow Agent shall immediately notify the other Parties unless prohibited by law. It shall be the responsibility of Depositor and/or Authority to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent shall not be required to disobey any order from a court or other judicial tribunal. (See Section 7.5 below for notices of requested orders.)

2.2. Status Reports. Escrow Agent shall issue to Depositor and Authority a report profiling the account history at least semi-annually. Escrow Agent may provide copies of the account history pertaining to this Escrow Agreement upon the request of any other Party.

2.3. Audit Rights. During the term of this Escrow Agreement, Depositor and Authority may each inspect the written records of Escrow Agent pertaining to this Escrow Agreement. Any inspection shall be held during normal business hours and following reasonable prior Notice.

SECTION 3. TITLE TO IP MATERIALS

3.1 Title to IP Materials. Title to the IP Materials which embody Intellectual Property is vested in Authority pursuant to Article 25 of the AGREEMENT, but is subject to the provisions of this Escrow Agreement on access to and release of such IP Materials.

3.2 Disclaimer. Escrow Agent hereby disclaims and relinquishes any title to or ownership of Software Source Code deposited with Escrow Agent under this Escrow Agreement.

SECTION 4. RELEASE OF DEPOSIT

4.1. Release Conditions. As used in this Escrow Agreement, "Release Condition" shall mean any of the following:

- (a) The AGREEMENT is terminated for any reason including expiration of the Term;
- (b) A voluntary or involuntary bankruptcy or insolvency of CONTRACTOR occurs;
- (c) CONTRACTOR is dissolved or liquidated;
- (d) CONTRACTOR or any third party, (a) fails or ceases to provide services as necessary to permit continued use of any such Intellectual Property or (b) otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying, maintaining and servicing the IP Materials pursuant to a license or any sublicense thereof.

4.2. Filing For Release. If Authority believes in good faith that a Release Condition has occurred, Authority may provide to Escrow Agent Notice of the occurrence of the Release Condition and a request for the release of the IP Materials and incorporated Intellectual Property. If the Release Condition pertains only to an owner of Third Party Intellectual Property, Authority' Notice shall so indicate. Immediately upon receipt of such Notice, Escrow Agent shall provide a copy of the Notice to Depositor by commercial express mail.

4.3. Contrary Instructions. From the date Escrow Agent mails the Notice requesting release of the IP Materials and incorporated Intellectual Property, Depositor shall have ten days to deliver to Escrow Agent contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that (a) the person signing for Depositor is an authorized officer or authorized delegate of Depositor and (b) a Release Condition has not occurred or has been cured. Immediately upon receipt of Contrary Instructions within such ten day period, Escrow Agent shall send a copy to Authority by commercial express mail. Additionally, Escrow Agent shall provide Notice to Depositor and Authority that there is a dispute to be resolved pursuant to Section 7.3 of this Escrow Agreement. Subject to Section 5.2 of this Escrow Agreement, Escrow Agent shall continue to store the IP Materials and Intellectual Property without release pending (i) instructions from Depositor and Authority; (ii) dispute resolution pursuant to Section 7.3; or (iii) order of a court. Contrary Instructions received after such ten day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Escrow Agent.

4.4. Release of Deposit.

(a) If Escrow Agent does not receive Contrary Instructions from the Depositor within such ten day period, Escrow Agent is authorized to, and shall, immediately release the IP Materials and incorporated Intellectual Property to Authority. If the Release Condition pertains only to an owner of Third Party Intellectual Property, then Escrow Agent shall only release the IP Materials that (a) are identified on Attachment A as owned by such owner of Third Party Intellectual Property or (b) lacks identification of ownership on Attachment A. Any copying expense will be chargeable to Depositor. This Escrow Agreement shall terminate upon the release of all the IP Materials and incorporated Intellectual Property held by Escrow Agent.

(b) Escrow Agent shall promptly release all or any part of the IP Materials and incorporated Intellectual Property at any time and from time to time upon receipt of Notice signed by both Depositor and Authority.

(c) Escrow Agent shall also release the IP Materials and incorporated Intellectual Property to Authority at any time as directed or ordered by an arbitration award, by a final judgment of a court of competent jurisdiction, or by other final dispute resolution pursuant to Section 7.3; provided that

Authority provide to Escrow Agent a written opinion of counsel for Authority to the effect that such award, judgment or resolution is final and not appealable. In such event, Escrow Agent shall proceed with release in accordance with the award, judgment or resolution and may rely on such legal opinion.

4.5. Right to Use Following Release. Upon release of the IP Materials in accordance with this Section 4, Authority shall have the right and license to use the released Intellectual Property as provided in the AGREEMENT. Authority shall be obligated to maintain the confidentiality of the released Intellectual Property as provided in the AGREEMENT.

SECTION 5. TERM AND TERMINATION

5.1. Term of Escrow Agreement. The term of this Escrow Agreement shall continue in effect unless and until this Escrow Agreement is terminated in accordance with the terms of this Section 5. This Escrow Agreement shall be terminated in the event (a) Depositor and Authority jointly instruct Escrow Agent in writing that the Escrow Agreement is terminated; or (b) Escrow Agent provides Notice to Depositor and Authority that the Escrow Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the IP Materials and incorporated Intellectual Property are subject to another escrow agreement with Escrow Agent, Escrow Agent reserves the right, after the initial one year term, to adjust the anniversary date of this Escrow Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2. Termination for Nonpayment. In the event fees owed to Escrow Agent are not paid when due, Escrow Agent shall provide Notice of delinquency to all Parties. Any Party shall have the right to make the payment to Escrow Agent to cure the default. If the past due payment is not received in full by Escrow Agent within one month of the date of such Notice, then Escrow Agent shall have the right to terminate this Escrow Agreement at any time thereafter by sending Notice of termination to all Parties. Escrow Agent shall have no obligation to take any action under this Escrow Agreement so long as any undisputed payment due to Escrow Agent remains unpaid and delinquent, except action to hold and safeguard the IP Materials and transfer or dispose of the IP Materials following termination as provided in this Section 5.

5.3. Termination by Resignation. Escrow Agent may terminate this Escrow Agreement, for any reason, by providing Depositor and Authority with 90-days' Notice of its intent to terminate this Escrow Agreement. Within the 90-day period, the Depositor and Authority shall use diligent efforts to enter into a substantially similar agreement with another entity willing and able to perform the functions of Escrow Agent under this Escrow Agreement and shall provide Escrow Agent with Notice including instructions authorizing Escrow Agent to forward the IP Materials and incorporated Intellectual Property to another escrow company and/or agent or other designated recipient. Escrow Agent shall transfer and dispose of the IP Materials in accordance with any such Notice. If Escrow Agent does not receive said Notice within 90 days of the date of Escrow Agent's termination Notice, then Escrow Agent shall have no obligation to take any action under this Escrow Agreement, except action to hold and safeguard the Intellectual Property and transfer or dispose of IP Materials following termination as provided in this Section 5.

5.4. Disposition of IP Materials Upon Termination. Upon termination of this Escrow Agreement, Escrow Agent shall destroy, return, or otherwise deliver the IP Materials in accordance with Depositor's and Authority' Notice. If there is no such Notice, Escrow Agent may, commence legal action interpleading Depositor and Authority, deposit the IP Materials with the court in such action and otherwise handle and dispose of the IP Materials in accordance with court order. In no event shall Escrow Agent have the right to destroy the IP Materials or return them to Depositor absent written instructions to such effect or final order of a court of competent jurisdiction.

5.5. Survival of Terms Following Termination. Upon termination of this Escrow Agreement, the following provisions of this Escrow Agreement shall survive:

- (a) Depositor's representations and warranties (Section 1.5);

- (b) The obligations of safekeeping and confidentiality with respect to the IP Materials and incorporated Intellectual Property set forth in Section 2.1;
- (c) The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the IP Materials has occurred prior to termination;
- (d) The obligation to pay Escrow Agent any fees and expenses due;
- (e) The obligations of Escrow Agent under Section 5.4;
- (f) The provisions of Section 7;
- (g) Any provisions in this Escrow Agreement which specifically state they survive the termination of this Escrow Agreement; and
- (h) All other provisions which by their inherent character or express terms should survive termination of this Escrow Agreement, the expiration of the AGREEMENT.

SECTION 6. IP ESCROW AGENT'S FEES

6.1. Fee Payment and Schedule Escrow Agent is entitled to be paid its standard fees and expenses applicable to the services provided, which shall be the responsibility of Depositor. Escrow Agent shall notify Authority at least 60 days prior to any increase in fees. For any service not listed on Escrow Agent's standard fee schedule, Escrow Agent shall provide a quote prior to rendering the service, if requested.

6.2. Payment Terms. Fees are due 30 days after receipt of an invoice from Escrow Agent detailing the services performed and setting forth fees therefor consistent with the then applicable fee schedule. Escrow Agent may deliver invoices not more frequently than monthly. Except for action to hold and safeguard the Intellectual Property and transfer or dispose of the IP Materials following termination as provided in this Section 6, Escrow Agent shall not be required to perform any service whenever any undisputed outstanding balance owed to Escrow Agent is not paid when due.

SECTION 7. LIABILITY AND DISPUTES

7.1. Right to Rely on Instructions. Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine. Except with respect to a Contrary Instruction that is not timely delivered or lacks the representation set forth in Section 4.3(a), Escrow Agent may assume that any employee of a party to this Escrow Agreement who gives any Notice, request, or instruction has the authority to do so. Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any Notice, request or instruction. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

7.2. Indemnification. Depositor and Authority each agree to indemnify, defend and hold harmless Escrow Agent from any and all Claims and Losses in connection with this escrow arrangement except to the extent such Liabilities were caused by the negligence or willful misconduct of Escrow Agent or its breach of this Escrow Agreement.

7.3. Dispute Resolution. Any dispute, controversy, claim or difference arising out of, or in connection with, or resulting from this Escrow Agreement, its application or interpretation, a breach thereof, or a Contrary Instruction issued hereunder, which cannot be settled amicably by the Parties, shall be subject to resolution in accordance with the dispute resolution provisions of the AGREEMENT. Escrow Agent agrees to be bound by any such final resolution. Notwithstanding the foregoing, any suit in interpleader brought

by Escrow Agent under Section 5.4 shall not be by arbitration and may be brought by Escrow Agent in any court having jurisdiction.

7.4. Controlling Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of California, without regard to conflict of law principles. The venue of any court, judicial or referee proceeding under this AGREEMENT shall be in Orange County, California, unless changed by the judicial officer.

7.5. Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct Escrow Agent to take, or refrain from taking, any action, that Party shall:

- (a) Give Escrow Agent at least two Business Days' prior Notice of the hearing; and
- (b) Ensure that Escrow Agent not be required to deliver the original (as opposed to a copy) of the IP Materials if Escrow Agent may need to retain the original in its possession to fulfill any of its other duties under this Escrow Agreement.

SECTION 8. GENERAL PROVISIONS

8.1. Escrow Agent Representation. Escrow Agent represents and warrants to Authority and Depositor that (a) to the best knowledge of Escrow Agent neither it nor any of its personnel has been the subject of any investigation or been convicted or indicted for commission of any crime involving misconduct, corruption, bribery or fraud in connection with any public contract in the State of California, or any other jurisdiction, except as has been specifically disclosed in writing to Authority and Depositor, and (b) should any such conviction or indictment be obtained or any such investigation commenced prior to the expiration of the term hereof, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, Escrow Agent will immediately disclose it in writing to Authority and Depositor.

8.2. Entire Escrow Agreement. This Escrow Agreement (including all Exhibits to this Escrow Agreement) contain the entire understanding of the parties with respect to the subject matter of this Escrow Agreement and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to their subject matter. Escrow Agent is not a party to the AGREEMENT between Depositor and Authority and has no knowledge of any of the terms or provisions of the AGREEMENT. Escrow Agent's only obligations to Depositor or Authority are as set forth in this Escrow Agreement. No amendment or modification of this Escrow Agreement shall be valid or binding unless signed by all the parties, except that Attachment A need not be signed by Authority and Attachment B need not be signed.

8.3. Notices. All notices, invoices, payments, deposits and other documents and communications under this Escrow Agreement shall be sent as provided in Article 11 of the AGREEMENT and given to the parties at the addresses specified in the attached Attachment B. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties.

8.4. Severability. In the event any provision of this Escrow Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Escrow Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Escrow Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.5. Successors. This Escrow Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, Escrow Agent shall have no right to assign this Escrow

Agreement or delegate its duties hereunder without the prior written consent of Depositor and Authority; and Escrow Agent shall have no obligation in performing this Escrow Agreement to recognize any successor or assign of Depositor or Authority unless Escrow Agent receives unambiguous and authoritative written evidence of the change of Parties.

8.6. Regulations. Depositor and Authority are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Intellectual Property may be delivered in accordance with the provisions of this Escrow Agreement.

8.7. Liability. No member, officer, or employee of Authority, Depositor or Escrow Agent shall be liable personally hereunder or by reason hereof.

8.8. Counterparts. This Escrow Agreement may be executed in any number of counterparts and by the different parties on different counterparts, each of which, when executed, shall be deemed an original, but all of which, taken together, shall constitute one and the same Escrow Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Source Code Escrow Agreement as of the date first written above.

OCTA

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____

DEPOSITOR:

By: _____
Name:
Title:

IP ESCROW AGENT:

By: _____
Name:
Title:

ATTACHMENT A

DESCRIPTION OF ESCROWED MATERIAL

Depositor Company Name: _____

Account Number _____

Product name _____ Version _____
(Product Name will appear as the Exhibit 1 Name on Account History report)

Owner of Product _____
(Name, address, tel. no., e-mail address)

SOURCE CODE DESCRIPTION:

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____ mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

PRODUCT DESCRIPTION:

Environment _____

SOURCE CODE INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

SOURCE CODE VERIFICATION PROCEDURES:

[Insert in space below or provide as separate attachment]

Other required information _____

I certify for **Depositor** that the above described **Escrow Agent** has inspected and accepted IP Materials have been transmitted to _____ the above materials (any exceptions are noted above):

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Date: _____ Date Accepted: _____

Attachment A#: _____

Send materials to: IP Escrow Agent, _____ () _____

ATTACHMENT B

DESIGNATED CONTACT

Account Number _____
Notices, deposit material returns and
communications to Depositor should be
addressed to:

Invoices to Depositor pursuant to Section 4.4(a)
should be addressed to:

Company Name: _____

Address: _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____ Email: _____

Verification Contact: _____

Notices and communications to the Authority
should be addressed to each agency as follows:

Company Name: Orange County Transportation
Authority

Address _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

Requests from Depositor and/or Orange County Transportation Authority to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor and/or Orange County Transportation Authority.

Contracts, IP Materials and Intellectual Property, notices, invoice inquiries and fee remittances to IP Escrow Agent should be addressed to:

_____ Date: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

FORM I: PERFORMANCE BOND

**FORM OF IMPLEMENTATION PHASE
PERFORMANCE BOND**

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”) , a public entity of the State of California, has awarded _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “Agreement”);

AND WHEREAS, the AGREEMENT was awarded by AUTHORITY on _____ to provide the Work in accordance with the terms of the AGREEMENT, as therein specified;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the amount of _____ Dollars (\$ _____) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and Work under the AGREEMENT, including any and all amendments, supplements, and alterations made to the AGREEMENT as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless AUTHORITY and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.
4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the AGREEMENT with respect to the Work required to complete the Implementation Phase, including its liability for Liquidated Damages and warranties as specified in the AGREEMENT, but not to exceed the Bonded Sum. Completion of the Implementation Phase, as used herein, means achievement of Go-Live of Implementation Phase.

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to completion of the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the Work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by AUTHORITY to be, in default under the AGREEMENT, provided that AUTHORITY is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly, at AUTHORITY' election:

(a) remedy such default, or

(b) complete the Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT, or

(c) select a contractor or contractors to complete all Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT then in effect, using a contractor or contractors approved by AUTHORITY (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the Work for and on behalf of the Surety without AUTHORITY' express written consent, in its sole discretion), arrange for a contract meeting the requirements of the AGREEMENT between such contractor or contractors and AUTHORITY, and make available as Work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the AGREEMENT Price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the Bonded Sum.

(d) Shall pay Authority for the Work in an amount not exceeding the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the AUTHORITY to Surety demanding that Surety perform its obligations under this Bond, and AUTHORITY shall be entitled to enforce any remedy available to AUTHORITY.

9. The guarantees contained in this Bond shall survive completion of the Implementation Phase with respect to those obligations of Principal which survive Final Acceptance of Implementation Phase.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

By: _____

Name:

Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

FORM J: PAYMENT BOND

**FORM OF IMPLEMENTATION PHASE
PAYMENT BOND**

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”) , a public entity of the State of California, has awarded to _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “AGREEMENT”);

AND WHEREAS, AGREEMENT was awarded by AUTHORITY on _____ to provide the Work, as specified and in accordance with the terms of the AGREEMENT;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the sum of _____ Dollars (\$) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
2. If Principal, its Subcontractors, hires, successors, executors, administrators or assigns shall fail to pay:
 - (a) any of the persons named in Civil Code section 40500 involved in performance of the Work for the Implementation Phase as provided for under the AGREEMENT;
 - (b) any amounts due under the Unemployment Insurance Code with respect to the Work for the Implementation Phase;
 - (c) any amounts required to be deducted, withheld and paid over to 1302 Franchise Tax Board from the wages of employees of the Principal and its Subcontractor pursuant to Revenue and Taxation Code Section 18662 et seq. with respect to such labor; or
 - (d) anyone required to be paid by law

then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void; otherwise it shall remain in full force and effect. In

case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.

3. This Bond shall inure to the benefit of any of the persons named in Civil Code Section 40500 or anyone required to be paid by law under the AGREEMENT so as to give a right of action to such persons or their assigns in any suit brought upon this Bond.

4. This Bond covers all of Principal's payment obligations under the AGREEMENT for the Work for the Implementation Phase, as set forth in the AGREEMENT

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it hereby waives notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

7. This bond shall inure to the benefit of the persons named in Civil Code section 40500 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

_____.

By: _____
Name:
Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished and a Power of Attorney attached.]

FORM K: OPERATIONS AND MAINTENANCE BOND

FORM OF OPERATIONS AND MAINTENANCE PERFORMANCE BOND

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”), a public entity of the State of California, has awarded _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “AGREEMENT”);

AND WHEREAS, the AGREEMENT was awarded by AUTHORITY on _____ to provide the Work in accordance with the terms of the AGREEMENT, as therein specified;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the amount of _____ Dollars (\$_____) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and Work under the AGREEMENT, including any and all amendments, supplements, and alterations made to the AGREEMENT as therein provided, on Principal’s part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless AUTHORITY and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney’s fee to be fixed by the court.
4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the AGREEMENT with respect to the Work required to complete the Implementation Phase, including its liability for Liquidated Damages and warranties as specified in the AGREEMENT, but not to exceed the Bonded Sum.

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to completion of the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the Work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by AUTHORITY to be, in default under the AGREEMENT, provided that AUTHORITY is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly:

(a) remedy such default, or

(b) complete the Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the AGREEMENT then in effect, using a contractor or contractors approved by AUTHORITY (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the Work for and on behalf of the Surety without AUTHORITY' express written consent, in its sole discretion), arrange for a contract meeting the requirements of the AGREEMENT between such contractor or contractors and AUTHORITY, and make available as Work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the AGREEMENT Price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the AUTHORITY to Surety demanding that Surety perform its obligations under this Bond, and AUTHORITY shall be entitled to enforce any remedy available to AUTHORITY.

9. The guarantees contained in this Bond shall survive completion of the Implementation Phase with respect to those obligations of Principal which survive Final Acceptance of Implementation Phase.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All

correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

By: _____

Name:

Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]

FORM L: IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code Sections 2200, *et seq.*)

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits bidders who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars (\$1,000,000) or more. At the time of submitting a bid, each bidder must certify that the bidder is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each bidder is also required to certify that the bidder is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A bidder who is engaged in investment activities in the energy sector of Iran is defined as:

1. A person providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A person that is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to PCC Section 2203(b).

A bidder is not required to certify that it is engaged in investment activities in the energy sector of Iran if the bidder is exempt from the certification under PCC Section 2203(c) or (d). If the bidder is exempt from the certification requirement, the bidder will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the bidder shall complete **one** of the options below. Please note: under PCC Section 2205, false certification of this form may result in civil penalties of \$250,000 or twice the amount of the contract for which false certification was made, termination of the contract, and/or ineligibility to bid on contracts for a period of three years.

Option #1: Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below, and any subcontractor who will perform work or labor or render services to the vendor identified below, is not on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran, and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #2: Exemption

Pursuant to PCC Section 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the bidder, financial institution, or any subcontractor who will perform work or labor or render services to the bidder has obtained an exemption from the certification requirement, please complete and sign below and attach the documentation demonstrating the exemption approval.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #3: Non-Applicability

Pursuant to PCC Section 2203(b), a bidder or financial institution engaged in investment activities in Iran may not be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the contract is not for goods or services of one million dollars (\$1,000,000) or more, please sign below indicating that the contract is not for goods or services of one million dollars (\$1,000,000) or more and thus bidder is not required to certify and does not meet the exemption.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date:

(This form is required from the Prime only.)

**FORM M: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Offeror agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Offeror’s proposal that the Offeror has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Offeror of the request. The Offeror shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Offeror shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Offeror shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Offeror’s Proposal marked or designated as described above, and withheld by Authority. If the Offeror fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Offeror agrees that Authority shall release and disclose Offeror records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Offeror proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Offeror has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Offeror waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Offeror has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

FORM N: OFFEROR RECENT CLIENT LIST

FORM O: REFERENCE FORMS

Reference Forms O-1

Form O-1 Part 1
BOS Implementation and Maintenance

Offeror shall use this attachment to clearly demonstrate how Offeror meets the minimum qualification requirements for Proposals with regard to Offeror project experience. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for the Implementation and Maintenance Phase minimum qualifications. ***References must be from a third party agency or company for whom Offeror has performed similar services.***

Offeror Name:

Please check off which qualifications requirement this reference is intended to address (you may check more than one box to cover multiple requirements as long as the explanation below is sufficiently detailed).

Implementation

Maintenance

Reference Company/Agency Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Project Manager Reference:	
E-mail:	
Alternate Reference*:	
Phone Number:	Fax Number:
E-mail:	
Alternate Reference Role on Reference Project:	
*Must be completed in addition to the Project Manager reference	

Offeror's role on project and years of participation (mm/dd/yy to mm/dd/yy):

Project location, scope, cost, start / end dates:

Description of project functions and operations including size:

Relevant hardware, software and systems used:

Comparison to the Authority requirements:

Installed System or Maintenance documented performance, as applicable:

Form O-1 Part 2
Operations

Offeror shall use this attachment to clearly demonstrate how Offeror meets the minimum qualification requirements for proposals with regard to Offeror project experience in Operations. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for minimum qualifications. **References must be from a third party agency or company for whom Offeror has performed services.**

Offeror's Name:

Reference Company/Agency Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Project Manager Reference:	
E-mail:	
Alternate Reference*:	
Phone Number:	Fax Number:
E-mail:	
Alternate Reference Role on Reference Project:	
*Must be completed in addition to the Project Manager reference	
Offeror's role on project and years of participation (mm/dd/yy to mm/dd/yy):	

Project location, scope, cost, start / end dates:

Description of project functions and operations performed, including size:

Relevant hardware, software and systems used:

Comparison to Authority' requirements:

Operations documented performance:

Reference Forms O-2

Form O-2
Key Team Personnel

Offeror shall use this form to clearly show how Offeror meets the requirements set forth in the RFP for Key Team Personnel members. References must be provided from an outside agency or company and shall not be an internal Offeror reference. Each reference provided may be contacted to determine the respondent's ability to meet the Proposal requirements. Copy this form as needed to comply with the requirements of the RFP and the number of references cited. ***References must be from a third party agency or company for whom Key Team Personnel has performed similar services.***

Offeror Name _____
Key Team Personnel Member _____

Proposed Position _____

Reference Company Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Project Manager:		
E-mail:		
Number of total years' experience of Key Team Personnel member in similar role to one proposed for the Authority:		
Reference Project:		
Key Team Personnel member role on reference project, including dates of participation and job description:		
Description of reference project location, scope, cost, start / end dates, etc.:		
Operational functionality and size of operations (accounts, transactions; notices...)		
Key Team Personnel member's major contributions and highlights:		
Key Team Personnel involved and role who are also proposed on the Authority project:		

FORM P: LIST OF SUBCONTRACTORS

List of Subcontractors

Offeror Name:

Please duplicate this page as necessary to provide the requested information.

	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR
Legal Name of Company			
Company Contact Name			
Company Address			
City, State, Zip Code			
Company Telephone No.			
Company Fax Number			
Company E-mail address			
Legal Name of Principal(s)			
Address of Principal(s)			
City, State, Zip Code			
Telephone No. of Principal(s)			
Fax Number of Principal(s)			
E-mail address of Principal(s)			
Corporate Number (if applicable)			
License Number (if applicable)			
Status of License (if applicable)			
Work to be Performed			
Committed Dollar Amount of Total Work			
Committed Percentage of Total Work			

By: _____
President or Vice President

Signature: (1) _____

Attest: _____
Secretary (or Assistant Secretary)

Signature: (2) _____

(Affix Corporate Seal)

FORM Q: CONFORMANCE MATRIX

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1. Project Management			
1.1. Project Management and Control			
	The Project is divided into two overlapping phases: The Implementation Phase (from Effective Date until BOS Acceptance) and the Operations and Maintenance Phase (after commencement of CSC Operations through the end of the Agreement).		
1	The Contractor shall provide all management, supervisory, financial and operations staff, including qualified management, professional, technical and clerical personnel, to professionally design and implement the BOS and operate and administer the Authority's operations in a manner that meets all required performance criteria. The Contractor shall put in place the organizational structure and staffing required to meet these Requirements.		
2	The Contractor shall perform and provide all services in accordance with all applicable laws, rules, regulations, ordinances and in compliance with all applicable Authority policies. All Plans and procedures prepared by the Contractor shall be Approved by the Authority, as set forth in these Requirements.		
1.2. Project Management Plan (PMP)			
	The Contractor shall develop and employ a Project Management Plan (PMP) in accordance with Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) latest edition that is sufficiently detailed to enable the Authority to review and confirm that the Contractor has the necessary management, staff and controls in place to meet the Agreement Requirements.		
	The PMP describes how the Contractor shall deliver, implement and manage the Project, including staffing, scheduling and communication procedures for controlling all correspondence, Submittals and other communications between the Contractor and the Authority, as well as communications with other third-party entities. The PMP shall be in accordance with system engineering methodology wherever applicable.		
3	The PMP shall include, but is not limited to:		
	· Project scope and key Deliverables, tracked using a numbered Contract Deliverables Requirements List (CDRL);		
	· a description of the staff management and organization of the Project; an organization chart; identification of Key Team Personnel and their associated responsibilities, and identification of the resources to be used in fulfilling the Requirements;		
	· a description of Project planning, documenting and reporting methods to be utilized, both for use within the Contractor's staff and externally with the Authority;		
	· approach to issue management, including communication, escalation and resolution of Project issues with the Authority;		
	· approach to communication management, including meeting schedules and team meetings;		
	· the format of the Implementation Phase monthly progress report;		
	· inclusion of the Approved Baseline Implementation Schedule;		
· a description of the process for reporting and tracking the Approved Baseline Implementation Schedule and Project performance;			
· approach to change control management, consistent with Agreement Requirements, including a description of the process for documenting and submitting change requests, the Approval process and how the change control management approach will be integrated into day-to-day Project management;			

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> process for resolution if a change request scope and cost proposal is rejected by the Authority; approach to document control, including utilizing the Contractor-provided Electronic Document Management System (EDMS) that is accessible to the Project team by username and password (the Authority shall have the capability to download documents using this Software); approach to risk management, including communication, escalation and resolution of Project risks with the Authority; approach to Quality Assurance and Quality Control; approach to Subcontractor management, including how issues with Subcontractors will be resolved in a timely manner; approach to procurement management which adheres to the Authority's policies; approach to operational readiness including a Go-Live check list; documenting the invoice submission; invoice backup information; verification, and Approval process; a section with all Approved Project forms; approach to Project closeout and an emergency contact list. 		
4	The Contractor shall provide as a part of the PMP and then maintain both a Contractor and Authority contact list. The contact list shall include all Implementation Phase Key Team Personnel and backups, personnel title and areas of Project participation. The list will be superseded by Operations and Maintenance Phase documentation and processes.		
5	The Contractor shall develop and submit the PMP to the Authority within ten (10) Business Days of the Agreement's Effective Date for review and Approval.		
6	The Contractor shall identify the tools and products used to manage the Project and the internal controls instituted by the Contractor to guarantee successful delivery of the Project.		
7	The Contractor shall develop and submit communications procedures to the Authority for review and Approval that address the following, including but not limited to:		
	<ul style="list-style-type: none"> Correspondence – all correspondence shall be identified as to originator and designated receiver and contain the Agreement name and number; Document control – tracking of document versions and changes; 		
	<ul style="list-style-type: none"> Invoices – all invoices shall be submitted with accompanying backup information as required by the Agreement and consistent with the Authority process and invoicing and auditing policies. The Contractor shall work with the Authority to develop the appropriate invoice and back-up materials as a part of the PMP development. Contractor shall address costs that are netted out from the Contactor's toll revenue payment to the Authority, for example credit card fees and collections fees and Submittals – all Submittals shall be delivered as an enclosure to the Contractor's submittal letter. Each Submittal letter shall be limited to a single subject or item. The Contractor's letter shall identify the Agreement number, Agreement name and subject of the Submittal, CDRL name if applicable, and the version number. 		
1.3. Coordination			
1.3.1. Coordination with ETTM System Contractor			

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Contractor shall work with the ETTM System Contractor in the design, implementation and operations of the BOS as well as the management and operation of the CSC. The ETTM System Contractor is responsible for around-the-clock monitoring of the ETTM System and support of operations and operational staff with respect to the ETTM System. The Contractor shall nonetheless be responsible for the timely reporting of any issues or failures it has identified related to the ETTM System to both the ETTM System Contractor and the Authority, and for cooperating with the ETTM System Contractor to resolve the issues as expeditiously as possible.		
8	The Contractor shall report any observed ETTM System anomalies and errors to the ETTM System Contractor via Cases; the Contractor shall track these issues through to timely resolution in coordination with the ETTM System Contractor.		
9	The Contractor shall select the appropriate priority level or level of urgency when reporting ETTM System errors to the ETTM System Contractor based on the levels identified in the Operations Plan. The Contractor shall make best efforts to ensure that critical and high-priority items are quickly and effectively communicated to the ETTM System Contractor within a time period agreed-to in the Operations Plan.		
10	The Contractor shall notify the Authority of all issues and errors identified in the Operations Plan as requiring simultaneous notification to the Authority.		
11	The Contractor shall participate in Coordination and Status meetings with the Authority and the ETTM System Contractor.		
12	The Contractor shall participate in other meetings with the Authority and the ETTM System Contractor.		
1.3.2. Cooperation with Other Contractors and Providers			
13	The Contractor shall cooperate to the fullest extent with other contractors, the Authority, and Third-Party Service Providers to ensure the BOS Implementation and Operations and Maintenance Phase activities do not conflict with, have any detrimental effect, or cause any interruption in capability or service or safety issues to the traveling public, customers, the Authority, other OCTA BOS and CSC Operations or existing OCTA operations.		
14	The Contractor shall cooperate to the fullest extent with external parties in accordance with the terms and conditions of the Agreement, including but not limited to:		
	· employees of the Authority;		
	· designated representatives of the Authority;		
	· Authority legal counsel;		
	· other Interoperable Agencies, states and parties, as directed by the Authority;		
	· all entities that directly access the BOS;		
	· all entities that use or require output from the BOS;		
	· law enforcement;		
· auditors and			
· All Third-Party Service Providers.			
15	The Contractor shall cooperate with and immediately notify the Authority (via Authority -provided distribution list) regarding any issues with or customer complaints related to the BOS or ETTM System that come to Contractor's attention during the course of the Implementation Phase, testing or during the Operations and Maintenance Phase.		
1.4. Project Meetings			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Contractor is required to facilitate (plan, lead, coordinate, and report on) or participate in both regularly scheduled and ad-hoc meetings during the course of the Project.		
16	The Contractor shall set up, facilitate and participate in meetings during the Implementation Phase, including but not limited to:		
	· Project reporting and progress meeting (monthly);		
	· Change Control Board meetings (as required, but no less than every two weeks or per the Project Management Plan);		
	· installation coordination meetings (weekly during specific Implementation Phase timeframe) and		
17	· Various workshops, comment review and BOS design meetings as required.		
	The Contractor shall set up, facilitate and participate in meetings during the Operations and Maintenance Phase, including but not limited to:		
	· Weekly project status meetings;		
	· Ad-hoc meetings (as needed);		
	· Change Control Board meetings (as needed);		
	· CSC Operations performance review and operational status meetings (to include review of performance relative to the Performance Measures, Customer Satisfaction Surveys, training schedule, identified BOS issues and other relevant findings);		
18	· BOS performance review and operational status meetings (to include review of performance relative to the Performance Measures, training schedule, Upgrades and Enhancements list, bug list and general status updates) and		
	· Operations and Maintenance Phase meetings shall be structured and scheduled per the Approved Maintenance Plan.		
	18 The Contractor shall provide and maintain a schedule for all meetings which it leads.		
19	All meeting locations shall be designated by the Authority.		
20	No less than three (3) Business Days prior to meetings which it leads, the Contractor shall provide a meeting agenda that the Authority can comment on and the Contractor shall then update.		
21	No more than three (3) Business Days after meetings it leads, the Contractor shall submit draft meeting minutes for the Authority's review, which capture the summary of the discussions. No more than two (2) Business Days after receiving the Authority's comments to the meeting minutes, the Contractor shall submit updated meeting minutes for the Authority's review. This process shall continue until the meeting minutes are Approved.		
1.4.1. Project Reporting and Progress Meetings During Implementation Phase			
	Bi-weekly Project reports and progress meetings shall enable the Authority and the Contractor to monitor the status, progress and quality of the Work performed on the Project and to take proactive steps to ensure successful delivery of the Project.		
22	The calendar for meeting days shall be scheduled by the Contractor following the Agreement's Effective Date.		
23	With the meeting agenda submission, the Contractor shall submit a progress report to the Authority. The Authority may review and comment on the progress report prior to the meeting and the Contractor shall update accordingly.		
24	The format of the progress report shall be agreed upon as one of the initial Project tasks upon the Agreement's Effective Date and shall be incorporated by the Contractor into the PMP.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
25	The Contractor shall manage, facilitate and conduct the meetings in accordance with the agreed to format.		
26	The progress report includes but is not limited to:		
	· a summary, outlining progress, status and percentage of Work performed for each task, as compared to planned activities in the Approved Baseline Implementation Schedule. Comments shall be included where appropriate. The summary should be a dashboard-style report and shall identify status of key milestones;		
	· an analysis of all critical path tasks, potential risks associated with the tasks and proposed contingency/work around plans to circumvent or mitigate delays to the Project;		
	· identification of any Approved changes to Approved milestone dates and Approved Baseline Implementation Schedule, clearly noting the details and identifying the Agreement Change;		
	· a discussion of schedule compliance and an updated Baseline Implementation Schedule showing current status against the baseline Approved Baseline Implementation Schedule;		
	· a risk log that tracks the status of all outstanding risks that need decision/resolution;		
	· an updated action items list that tracks the status of all outstanding Deliverables, activities and issues that need decision/resolution;		
	· open invoices, if applicable;		
	· a list of Approved and pending change requests (Contractor and Authority -initiated) and their status;		
	· the previous meeting final minutes and		
	· a six (6) week look-ahead schedule.		
1.5. Quality Assurance Program			
	The Contractor shall establish an effective Quality Assurance (QA) program to ensure compliance with the Agreement. This QA program shall detail the process and procedures instituted by the Contractor to ensure the QA program is in place.		
27	The Contractor shall establish an effective QA program that ensures adequate quality throughout all areas of Agreement performance.		
28	All systems and services under this Agreement, whether performed within the Contractor's facilities or at any other source, shall be managed by the Contractor at all points necessary to ensure conformance to the Requirements of the Agreement.		
29	The QA program shall provide for the prevention and early detection of discrepancies and for timely and positive corrective action.		
30	The QA program shall include effective Quality Control of purchased services and materials and subcontracted Work.		
31	The Contractor shall make evidence of quality conformance readily available to the Authority, and the Authority shall have the right to review and verify the Contractor's compliance to the process. For the Implementation Phase, evidence includes documentation of adherence to testing procedures and achieving expected test results and for the Operations and Maintenance Phase, evidence includes the Monthly Operations Report, results of quality audits and system reports.		
32	The Contractor's Quality Assurance Manager shall lead the team of Contractor's staff to meet all the Requirements related to quality and to assure the Authority that the Work of the Contractor is in accordance with the Quality Plan as defined in Section 4.2.1.		
1.5.1. Control of Purchase			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
33	The Contractor shall be responsible for ensuring all systems, supplies, components, developmental tools, assemblies, subassemblies and services procured from Subcontractors, Third-Party Service Providers conform to the Requirements and the Agreement.		
34	The Contractor shall establish procedures for the selection of Third-Party Service Providers in accordance with the Agreement. The Contractor shall ensure the Subcontractors, Third-Party Service Providers control the quality of the supplies and services provided.		
35	The Contractor shall provide all procurement documents to the Authority upon request.		
1.5.2. Visits to Contractor's Facilities			
36	The Authority reserves the right to both unannounced and scheduled visits to all Contractor's facilities and all areas of those facilities where Software development/support and services related to the BOS and CSC Operations are performed.		
1.6. Baseline Implementation Schedule and Contract Deliverables Requirements List (CDRL)			
	The Approved Baseline Implementation Schedule (also referred to as "the Schedule" below) is a comprehensive list of Project milestones, activities and Deliverables, with planned start and finish dates, including a detailed Work Breakdown Structure (WBS) that identifies Project tasks down to the Work package level and the activities required to complete the Work package Deliverables. The Contract Deliverables Requirement List (CDRL) (Section 10) is used with the schedule to track the Project Deliverables.		
37	The Contractor shall provide and maintain a detailed Baseline Implementation Schedule in Microsoft Project format (Project 2016 or above and include backward compatibility with earlier versions as required by the Authority) that lists all Project activities, tasks and sub-tasks, and sub-phases including but not limited to:		
	· staffing;		
	· key intersection points/dependencies with the ETTM System Contractor;		
	· document development;		
	· any required improvements to CSC and WIC Sites;		
	· fit-out/installation (including communications infrastructure installation) at CSC and WIC facilities;		
	· training;		
	· mobilization;		
	· BOS and operations Go-Live and		
	· all ongoing Project activities throughout the Implementation Phase, such as scheduled meetings and their frequency/periodicity.		
38	The Schedule shall include the milestone dates shown in RFP Exhibit C as modified and Approved per the Agreement.		
39	The Schedule shall also include coordination activities with the Authority, other contractors, and all Third-Party Service Providers and shall clearly document all coordination tasks.		
40	Upon Approval of the Baseline Implementation Schedule by the Authority, the schedule shall become the Approved Baseline Implementation Schedule.		
41	The Schedule shall identify all milestones and tasks, starting with the Agreement's Effective Date through the BOS Acceptance.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
42	The Schedule shall be resource loaded, shall include all draft submissions and review cycles and shall include all tasks required of the Authority. All Authority tasks and durations shall be clearly highlighted and differentiated from Contractor tasks.		
43	The Schedule shall identify all critical path tasks and shall be used to manage the Project.		
44	Once the Baseline Implementation Schedule is Approved, the Contractor shall update progress against the Approved Baseline Implementation Schedule on a monthly basis, showing percent complete for all Project tasks and identifying actual start and finish dates against the Approved Baseline Implementation Schedule.		
45	The Contractor shall use the Approved Baseline Implementation Schedule throughout the duration of the Project and shall notify the Authority of any anticipated schedule changes along with a plan for mitigating them, if applicable.		
46	The Contractor shall obtain Approval from the Authority for all changes to the Approved Baseline Implementation Schedule. No revisions shall be considered Approved or accepted without this Approval in writing.		
47	In parallel and concurrent with the Schedule, the Contractor shall report and track the status of all Contractor Deliverables via a separate CDRL that lists delivery dates (planned and actual), review cycles, workshops (if applicable), comment review meetings and Approval dates.		
2. Staffing and Key Team Personnel			
	The Contractor is responsible for maintaining and assigning a sufficient number of competent and qualified professionals to meet the Requirements of the Agreement in accordance with the Approved Baseline Implementation Schedule.		
2.1. General Staffing Requirements			
48	The Contractor shall provide staff at all times sufficient to meet the Project Requirements.		
49	The Contractor shall provide all staff and services to professionally operate the CSC and provide professional customer service in accordance with the procedures and policies documented in the Operations Plan, SOPs, and the Requirements. Staff shall include all management, supervisory, financial, technical, and operations personnel.		
50	The Contractor shall ensure Key Team Personnel are readily accessible to the Authority during the Implementation and Operations and Maintenance Phases.		
51	The Contractor shall submit replacement requests for Key Team Personnel to the Authority for review and Approval prior to replacement of an individual. Key Team Personnel shall not be replaced without the prior Approval of the Authority as to the replacement.		
52	The Authority shall have the right to request replacement of any Contractor personnel in accordance with the terms and conditions of the Agreement.		
53	The Contractor shall replace Key Team Personnel immediately with an acting replacement after the position is empty. Failure to promptly replace open Key Team Personnel positions with a full-time replacement shall result in penalties as described within the Agreement and/or Performance Measures.		
54	The Contractor shall provide a staffing plan for the Operations and Maintenance Phase ninety (90) days before Go-Live.		
55	The Contractor shall ensure all personnel are trained and conduct themselves in a professional manner that is based upon the best practices of customer service. The Contractor's employee code of conduct shall be included in the Operations Plan.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
56	The Contractor shall provide, update and maintain a complete organizational chart during both the Implementation Phase and Operations and Maintenance Phases and provide to the Authority upon request.		
2.2. Key Team Personnel			
57	The Contractor shall provide the following Key Team Personnel for this Project, shown Table 2-1: Key Team Personnel, subject to the Approval of the Authority. The list in Table 2-1 is not an exhaustive list of key personnel, but the minimum required Key Team Personnel to be included in the Contractor's organizational structure.		
58	The Contractor shall attempt to fill Key Team Personnel positions with the minimum experience provided in Table 2-1: Key Team Personnel. The Authority will use the experience levels provided in assessing and Approving Key Team Personnel.		
2.3. Other Required Personnel			
	In addition to the Key Team Personnel list in Section 2.2, the Contractor must provide adequate staff to perform the Requirements. This includes, but is not limited to, the following dedicated staff:		
	· Human Resources Manager;		
	· Training Manager;		
	· Desktop Support Personnel and		
	· Data Analytics Specialist.		
59	The Contractor shall provide a Human Resources Manager, with at least five (5) years' experience as a Human Resource Manager on projects of a similar scope to this Project, responsible for all Project personnel. Responsible for human resources management during the Operations and Maintenance Phase.		
60	The Contractor shall provide a Training Manager, with at least five (5) years' experience in customer service, responsible for providing assessments, planning, developing, delivering and evaluating employee training.		
61	The Contractor shall provide On-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.		
62	The Contractor shall provide a Data Analytics Specialist for the duration of the Agreement to assist the Authority in formatting queries and running analytics reports on its behalf.		
2.4. Staff Selection Requirements			
	The Contractor shall screen all candidates for potential employment at the CSC. Screening and the subsequent decision to hire shall be based upon fair, equitable and job-related criteria. Additional screening may be required for the Contractor's operation's staff prior to promotion or transfer to job roles with increased access to sensitive or critical information.		
	The level of background investigation required shall be dependent upon job function (for example, a receptionist who has limited access to customer and financial information shall require a lower level of investigation than a clerk in the finance department who may have access to customer and financial information).		
	All Contractor employees shall undergo screening, including but is not limited to:		
	· business/personal references;		
	· illegal substance screening;		
	· past employment history;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
63	· education verification;		
	· financial credit history;		
	· professional license and certification verification;		
	· military service verification;		
	· criminal records including misdemeanor and felony convictions and I-9 immigration status.		
64	The Contractor shall comply with all applicable laws and regulations related to operating and staffing the CSC, including but not limited to:		
	· Americans with Disabilities Act (ADA);		
	· Occupational Safety and Health Act (OSHA);		
	· Equal Employment Opportunity Commission (EEOC);		
	· Federal Fair Credit Reporting Act (FCRA);		
	· Drivers Privacy Protection Act - 18 US Code, Section 2721 (DPPA);		
	· California State statute regarding protection of Personal Identifying Information (PII) and Security Standards.		
65	The Contractor, when conducting background investigations, shall consider and take into account the following:		
	· name search - married name, previous names, aliases and		
	· investigations must be completed and reviewed by the Contractor prior to the employee beginning work.		
66	The Contractor shall maintain hardcopy and electronic, as applicable, backup documentation on-site for all background checks.		
67	The Contractor shall maintain records of adjudication and hiring decisions on each candidate interviewed or considered for a position.		
68	All staff shall understand, read, write and speak English fluently and shall be U.S. citizens or otherwise legally permitted to work in the U.S.		
69	The Contractor shall provide for bilingual (Spanish) customer service staff to support Spanish-speaking customers who call or visit during all business hours.		
3. System Development and Design Requirements			
3.1. System Development Meetings and Workshops			
	To ensure the design Requirements for the BOS are fully understood by the Authority and the Contractor, a series of Requirements and design review steps are specified following a sequential design process. The Conformed Statement of Work Requirements Document (CSWRD) is developed in coordination with the Authority and the Contractor, upon selection of the Contractor. The CSWRD shall be the basis for the Contractor to develop a Requirements Traceability Matrix (RTM). The RTM details the Requirements in tabular format with columns that allow for verification that each of the Requirements in the CSWRD have been addressed in the design and documented in the System Detailed Design Document (SDDD) and the Master Test Plan (MTP) and its test procedures. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.		
	The ETTM System Contractor shall attend meetings and workshops as required and at the Authority's discretion based on the meeting content.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
70	The Contractor shall establish and maintain a Software design and development program to ensure compliance with the BOS Requirements.		
71	The Contractor shall employ appropriate techniques and methodologies to develop the BOS Requirements and ensure compliance with the Business Rules for the Project.		
72	The Contractor shall, for all Phase II and optional (if applicable) functionality, follow the design, development and test process that mimics the Approved Implementation Phase Software design, development and testing process.		
73	Prior to conducting any workshops, Requirements reviews, focus group meetings or design reviews, the Contractor shall develop all necessary documentation for the Authority to review and shall submit the documentation for review no less than ten (10) Business Days prior to such meetings.		
3.2. Business Rules Workshops			
	The Contractor shall conduct a series of Business Rules workshops with the Authority to address the Business Rules document with any information required by the Contractor to design, develop and configure the BOS or operations related documentation and processes.		
74	The Contractor shall manage, facilitate and conduct Business Rules review workshops with the Authority to discuss, update and modify the Business Rules to accommodate the implementation of the BOS and CSC Operations.		
75	The Business Rules review workshops shall include Contractor and Authority staff with expertise on the current and future business operations.		
76	The Contractor shall facilitate and conduct a minimum of three Business Rules workshops.		
77	The workshops shall continue until the Business Rules are updated to the satisfaction of both the Contractor and the Authority.		
3.3. Software Walkthroughs			
	The intent of the Software walkthrough is to provide transparency into the planning process for the Contractor's Software development to ensure the Contractor is on track to deliver the Project on schedule and to obtain the Authority's feedback on the direction of the development prior to the full rollout of the Software. Lastly it allows the Authority to observe the BOS in operation. Unlike Software detailed design reviews, these walkthroughs shall demonstrate actual transactions/trips in a test environment. As part of the walkthrough process, the Contractor shall validate all Requirements and ensure Contractor's understanding of the Requirements.		
78	The Contractor shall manage, facilitate and conduct the walkthroughs.		
79	The Contractor shall conduct a series of Software walkthroughs including product demonstrations and/or planned functionality to solicit input from the Authority during the development of the BOS Software. The Contractor will segment each meeting by functional area and schedule each walkthrough meeting to align with the participants' availability.		
80	Prior to the Software walkthrough the Contractor shall provide a listing of the functionality that will be covered, high-level use cases do be demonstrated and identify all Requirements that need clarification and discussion.		
81	During the Software walkthroughs, the Contractor shall outline and demonstrate how the BOS Requirements will be met. The outcome of these meetings shall be documented in a revised RTM document.		
82	Prior to the Software walkthrough, the Contractor shall develop and submit high-level use cases that shall be demonstrated to the Authority for review and Approval.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
83	To the extent possible, the product shall be demonstrated in an environment that allows data to flow as it will in the final integrated BOS.		
84	The Software walkthrough shall demonstrate to the Authority that the Software design meets the technical and functional Requirements.		
85	Comments and feedback provided during the Software walkthrough shall be documented and resolved by the Contractor and the resolution shall be Approved by the Authority.		
86	The Contractor shall be responsible for identifying and correcting any Software issues or defects in its design or product that impact the Contractor's ability to deliver a BOS that meets the Requirements. This shall apply to issues or defects found during or after Software walkthrough or in the subsequent testing and implementation. Any such changes to address these issues shall be Approved by the Authority in writing.		
3.4. Reports Design Workshops			
	The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the BOS reports required by the Authority.		
87	The Contractor shall manage, facilitate and conduct a minimum of three (3) reports design workshops.		
88	The reports design process shall be iterative, and the Contractor shall conduct multiple workshops with the Authority's stakeholders sufficient to obtain the Authority's informed input. The Contractor shall bring its subject matter experts (SMEs) to the workshops, including as example, BOS, operations, Maintenance and finance/accounting staff, as appropriate for the report type(s) being reviewed during the meeting.		
89	SMEs must provide a means for fully explaining each report, its intended purpose, columns, fields and components and its connection with other reconciling and validating reports.		
90	The Contractor shall trace the reports to the Requirements and demonstrate that all Requirements are satisfied.		
91	Upon receiving feedback from the Authority, the Contractor shall develop/modify the reports and submit the updated reports for review.		
92	The iterative series of workshops and demonstrations shall continue until the purpose, layout and content of all reports are Approved by the Authority.		
3.5. Performance Measures Reporting Workshops			
	The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the Performance Measures reports.		
93	Within the first three (3) months after the Agreement's Effective Date or at another date Approved by the Authority, subject to reasonable advance notice, the Contractor shall conduct a series of Performance Measures reporting workshops with the Authority. This will allow the Contractor and the Authority to understand how the Performance Measures-related data will be captured and reported once the Operations and Maintenance Phase has commenced. During these workshops, the Contractor and the Authority shall discuss the Performance Measures and the associated reporting. These workshops shall allow the Contractor to specify and gain initial Approval (subject to formal testing) on how the Performance Measures-related data will be captured and to accurately reported during the Operations and Maintenance Phase.		
3.6. System Detailed Design Review Meetings and Workshops			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	Based on the RTM, Operations Plan, SOPs and Business Rules documents, the Contractor shall design the BOS and submit a preliminary design document for the Authority to review and provide comments. The Contractor shall then conduct a series of design meetings, walk-throughs and workshops with the Authority to address the comments and to create the SDDD, defining how the design shall meet the BOS Requirements. Upon the submittal of an updated SDDD another review cycle shall take place.		
94	The Business Rules document, Operations Plan, SOPs, and the RTM shall be used to develop the System design and the SDDD.		
95	The Contractor shall schedule design meetings with the Authority to review and fully understand the design Requirements.		
96	The Contractor shall manage, facilitate and conduct the workshops and meetings.		
97	The Contractor shall demonstrate pre-production working products (such as beta versions) during the design review process, and stakeholders shall be walked through the workflow, utilizing screens and data flow diagrams.		
98	The Contractor shall explain how the BOS design meets the RTM, the Business Rules and the Agreement Requirements.		
99	The Contractor shall conduct as many meetings, workshops, and submission review cycles as deemed necessary by the Authority to address all design issues to the Authority's satisfaction.		
3.7. Use Cases Workshops			
	The Contractor shall conduct a series of use-case workshops with the Authority to develop use cases. The outcome of these meetings shall be a series of use-case documents that shall be used in conjunction with the Business Rules and test procedures to validate the Requirements.		
100	The Contractor shall manage, facilitate and conduct a minimum of three (3) use-case workshops with the Authority to develop the use cases that shall be used in conjunction with test procedures to validate that all BOS Requirements have been met.		
101	The use-cases (and associated test-cases) shall be traced against the Requirements within the RTM.		
102	The iterative series of workshops and demonstrations shall continue until the above use-case Requirements are satisfied and the use cases are Approved by the Authority.		
4. Documentation			
	The Contractor is required to provide various documents to support the BOS development and ongoing operations and Maintenance. All documentation provided under this Agreement shall meet the Requirements described below.		
	An online Contractor-provided Electronic Document Management System (EDMS) will be provided for the Authority's use. The EDMS will control the saving, versioning and storage of all Project-related documents, including the Contractor's Deliverables and other operations support documentation provided by the Contractor that must be available to the Project team. The Contractor shall save all Contractor Deliverables and other support documentation to the EDMS.		
4.1. Contractor-Developed Documentation Requirements			
103	The Contractor shall utilize a Contractor-provided EDMS that is accessible to the Project team by username and password, to control all Project-related documents from first submission to Approval.		
104	All Project documents submitted under this Agreement shall be available to all authorized Project team members using the EDMS during both the Implementation and Operations and Maintenance Phases.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
105	Each document shall be properly titled, date updated, numbered by revision, revision history, and version and shall incorporate signature blocks for authorship and Approvals. The Contractor shall provide a logical indexing system for ease of access for the Authority's Approval to be used to locate documents in the EDMS.		
106	The Contractor shall utilize acceptable standards agreed upon by the Contractor and the Authority when updating documents and submitting revisions.		
107	All documentation submitted by the Contractor under this Agreement shall be accurate and comply with Agreement Requirements.		
108	A table of contents, for all documentation that includes multiple pages and/or multiple sections, shall be submitted by the Contractor to the Authority for review and comment prior to the submission of the preliminary draft as part of the Deliverables Expectation Document. The Authority will review and provide comment on table of contents Submittals within five (5) Business Days.		
109	The Deliverables Expectation Document shall include all subsections and a summary narrative for each section describing the assumptions and approach.		
110	The Contractor shall submit preliminary draft and final draft documents to the Authority for review and comment, followed by 100 percent complete documents that incorporate all the Authority's review comments.		
111	The Authority shall have the right to require additional interim drafts from the Contractor at no additional cost should the documentation submitted not be of adequate quality, have missing or incorrect information or if it does not satisfactorily address the Authority's review comments.		
112	The Authority shall review and Approve all documents submitted. For documents containing less than 100 pages, the Authority will review and provide comment on preliminary draft documents within fifteen (15) Business Days. For documents containing at least 100 pages, the Authority will review and provide comment on preliminary draft documents within twenty-five (25) Business Days. The Authority shall review and provide comment on all final draft and final documents within ten (10) Business Days. When multiple documents are submitted to the Authority simultaneously, or within one week of each other, the number of Business Days required for review shall be doubled.		
113	The Contractor shall provide a Customer Review Form (CRF) with each submitted document. The Authority shall populate the CRF and provide the Contractor with written comments on all submitted documents. The Contractor shall respond in writing to all comments through the CRF. The Contractor may schedule and conduct meetings to clarify and resolve any remaining questions and issues concerning the comments and responses provided. The Contractor shall then prepare a revised version of the document for Approval by the Authority.		
114	The Contractor shall submit a hard copy and the electronic version of all Contractor developed documentation for Authority review and Approval unless otherwise directed by the Authority. Acceptable electronic formats are Microsoft Word 2016 (or higher), unsecured and indexed Portable Document Format (PDF), Excel (as appropriate) and professional CAD applications for Contractor-prepared documentation.		
115	The Contractor shall update documentation as changes occur through the Implementation Phase and the Operations and Maintenance Phase. All changes shall be submitted to the Authority for Approval. The Contractor shall maintain a document Submittals list on the EDMS identifying all versions of documents, the date submitted, the nature of changes and identify what the changes are within the documentation.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
116	All documentation submitted by the Contractor under this Agreement shall be the property of the Authority and shall not be marked with "Proprietary" unless agreed to by the Authority.		
4.2. Documents			
4.2.1. Quality Plan			
	The Quality Plan will include details about how the Contractor will plan and implement the QA program, how to address errors (quality-related events) and how to make improvements before an error occurs (continuous quality improvement). The Quality Plan will address all phases and Work.		
117	The Contractor shall develop a CSC Operations Quality Plan that details the Contractor's QA program in a concise manner customized to this Project.		
118	The Quality Plan shall include the Contractor's QA approach related to overall project management and controls, including but not limited to:		
	· quality management and organizational structure;		
	· project management;		
	· project controls;		
	· project documentation and updates and · project scheduling.		
119	The Quality Plan shall include the Contractor's QA approach related to BOS design and development, operation, Software Maintenance and BOS administration, including but not limited to:		
	· overall design;		
	· Software development, initial and on-going;		
	· Software development standards and documentation;		
	· testing;		
	· adherence to Security Standards;		
	· installation;		
	· quality management of all BOS created customer communications and Notifications;		
	· adherence to Performance Measures;		
	· configuration management;		
· change management;			
· monitoring and administration and · BOS installation and operational mobilization.			
120	The Quality Plan shall include the Contractor's QA approach related to CSC Operations, including but not limited to:		
	· quality management of every CSC Operations function;		
	· ongoing Customer Satisfaction Surveying and how the tool and information will be used;		
	· customer service quality improvements;		
	· adherence to Security Standards;		
	· quality management and organizational structure;		
	· quality management documentation;		
	· Contractor's quarterly audit;		
	· all State and Federal audits per the Agreement;		
	· all required and Authority led audits;		
· quality review and verification;			
· adherence to Performance Measures and			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· CSC initial and on-going staffing.		
4.2.2. Software Development Plan			
121	The Contractor shall develop and submit a Software Development Plan (SDP) that includes but is not limited to:		
	· documentation of the Software development approach to the application structure, behavior, architecture, business processes and data structures;		
	· Software development organizational chart, including resources and responsibilities, such as Software developers (by area of development), system engineers, test engineers, Quality Assurance and Quality Control personnel, configuration management administrator, documentation specialists and management staff;		
	· Software development languages, development platforms and standards;		
	· Software development methodology, such as use cases, modeling and other development tools;		
	· management and control of Software versioning and major releases;		
	· description of the Software development life-cycle and Maintenance;		
	· location and approach to segregation of development and testing environments;		
	· development problem reporting and defect tracking;		
	· code reviews;		
	· internal testing methodology;		
	· regression testing;		
	· Software development language strategy related to both development and Software Maintenance;		
	· development and integration approach for the major functional Modules;		
· detailed Software Quality Control processes;			
· Software documentation, standardization, review and usability;			
· samples of detailed Software documentation for both external and in-line documentation;			
· Software configuration and change management approach and standards and			
· Software deployment approach, release notes and validation.			
4.2.3. Requirements Traceability Matrix			
	The RTM provides traceability between Requirements and BOS functionality in a matrix format. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.		
122	Upon completion of the BOS Requirements review process the Contractor shall deliver a RTM that details all the technical and functional Requirements for the BOS.		
123	The Contractor shall develop and submit an RTM that identifies each Requirement and where it is addressed in the design documents, use cases and test cases, including but not limited to:		
	· listing and multiple levels of categorization (e.g., functional, Interfaces, Modules, etc.) of all Requirements;		
	· identification of the source of all Requirements;		
	· identification of the design section of the SDDD that addresses the Requirement;		
	· identification of the test procedures that address the Requirement;		
	· Identification of the test method to validate the Requirement (e.g., via inspection, demonstration, analysis, test) and		
	· identification of the Business Rules associated with each Requirement.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
124	The RTM shall build on the specifications documented in the CSWRD and shall capture all user needs identified during the Requirements review process.		
125	During the design and development of the BOS, the Contractor shall update the RTM to reflect any changes to the Requirements and Requirements tracing that have been Approved by the Authority through the Project's change control management process.		
126	During design and testing, the RTM shall be used to verify the compliance to the Requirements, use cases and test cases.		
127	Upon Approval of the RTM, it shall be the basis for functional verification of design, development and testing.		
4.2.4. System Detailed Design Document (SDDD)			
128	The Contractor shall develop and submit an SDDD that describes the design specifications of all Hardware and Software provided as part of the BOS to meet the Approved Agreement Requirements. The SDDD shall demonstrate that the Contractor understands the functional, technical and Performance Measures of the BOS and has the processes, system and Software design in place to provide a high-quality and reliable product that meets the Requirements.		
129	The SDDD shall be written in accordance with the Quality Plan as defined in Section 4.2.1.		
130	The SDDD shall comply with data retention Requirements set forth in the Security Standards and Section 4.2.17 Records.		
131	The SDDD shall include the use of diagrams, figures and tables, and it shall apply to all required environments, Contractor-provided systems, and Software to be used by the Contractor, all Interfaces and all Third-Party Service Providers.		
132	The Contractor shall work with the Authority's marketing department in developing the Self-Service Website navigation and look and feel.		
133	The SDDD shall include but not be limited to:		
	· logical BOS diagrams for all environments that identify all subsystems, components, connections and Interfaces;		
	· physical BOS architecture diagrams for all environments that identify all sites, Equipment and network layout diagrams;		
	· telephony, IVR and ACD system flow diagrams, including call routing options;		
	· high system availability design for all BOS components, including servers, storage, network, database and application;		
	· detailed desktop computer Hardware, Software and peripheral configurations;		
	· access/identity security methodology;		
	· network sizing and design details including IP scheme;		
	· complete bill of materials, including Hardware, Software and support/Maintenance agreements;		
	· specification sheets for all Equipment including space and power requirements;		
· Disaster Recovery and Business Continuity design, including network impacts;			
· detailed database design, schema and entity relationship modeling, including transaction and file sizing and processing calculations;			
· detailed database data dictionary;			
· detailed data management design and processes, including summarizations, archiving and purging;			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> all documentation required under PCI and PII and to document conformance with the Security Standards; Interface Control Documents (ICDs) for all external Interfaces and file upload functionality documenting both sides of the Interface; detailed Software architecture, internal software component interfaces, logic and process flows; detailed transactional and Violation processing logic and flow; detailed financial processing logic and flow, including interface and mapping to the Authority's financial applications; Self-Service Mobile Application (Phase II and optional) flow diagram; Self-Service Website site map; application performance monitoring design; all GUIs (including reports and screen formats); format of all correspondence for all channels and account management design and account types. 		
4.2.5. Master Test Plan (MTP)			
	The Contractor shall develop and submit a comprehensive testing plan that describes the different test phases, the Contractor's testing concepts and approach and the administration of each test. The Master Test Plan (MTP) outlines the scope and testing concepts to be used to validate the BOS compliance to the Requirements, including integration to the ETTM System, external entities and Interoperable Agencies, and compliance to all Business Rules and Security Standards.		
134	The Contractor shall provide an MTP for the Authority's Approval that details the testing methodology utilized by the Contractor to demonstrate the BOS satisfies all Requirements.		
135	The MTP shall cover all aspects of the BOS testing and shall describe all test phases, scope and procedures to validate the BOS compliance to the Requirements, including but not limited to:		
	<ul style="list-style-type: none"> overall approach to testing, including tools and automation; approach to using use cases and test cases to validate all Requirements; approach to entry and exit criteria; approach/methodology to pass/fail criteria; approach to the severity and priority descriptions and levels for each test; approach to defect tracking; reported; resolution, and regression testing, including tools used to document defects; approach for each test phase including purpose, scope, system environment, duration location, and resources; methodology for testing the Requirements and sample size for each phase of testing; approach for how data sets for each test are created including data needed to simulate logical days and cycles; approach to validating BOS Requirements through the testing methodology; approach to validating Performance Measures; approach to validating all reporting Requirements; approach to end-to-end testing, validation and reconciliation; approach to validating BOS monitoring, logging, access, Performance Management and Monitoring System (PMMS) Requirements; approach to testing, compliance to standards, correction of defects and Software release; 		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> end-to-end testing to ensure processes, transactions/trips and their interaction are tested through their final stages or disposition; Interface testing to ETTM System, Interoperable Agencies and Third-Party Service Providers; Security Standards; financial activity and reconciliation; redundancy/failover aspects; DR aspects and cross-channel testing to ensure testing is not only performed for each Interface (such as, Self-Service Website, Self-Service Mobile Application (Phase II and optional), and IVR) individually, but also that testing is performed across each Interface to ensure consistent presentation and processing. 		
4.2.6. Individual Test Plan and Test Procedures			
	The Contractor shall develop and submit individual test plans that describe the required test phases, the Contractor's testing concepts and approach for the administration of each test defined later in these Requirements. The individual test plans will provide detailed documentation of the individual testing plan and procedures.		
136	The Contractor shall provide a separate detailed test plan for the Authority's Approval for each testing phase outlined in the Requirements and MTP, including:		
	· Unit Test Plan;		
	· System Integration Test Plan;		
	· User Acceptance Test Plan;		
	· On-site Installation and Commissioning Test Plan and Operational and Acceptance Test Plan.		
137	The Contractor shall provide a detailed test plan, including but not limited to:		
	· test agenda including location, dates, meetings, testers, observers and attendees;		
	· test scripts for manual and automated tests;		
	· detailed use cases and test cases mapped to the RTM for all testing;		
	· test entry and exit criteria;		
	· test preparation;		
	· description of process for ensuring quality of testing and documentation;		
138	The Contractor shall provide use cases and test cases for Authority Approval for each testing phase outlined in the RTM, including but not limited to:		
	· use case/test case ID;		
	· use case/test case description;		
	· mapped Requirements and Business Rules;		
	· assumptions:		
	· test data (variables and their values);		
	· steps to be executed;		
	· expected results;		
	· pass/fail criteria;		
· space to document actual results and			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· space for comments.		
4.2.7. Implementation Plan and Related Documentation			
	The Contractor shall develop and submit an Implementation Plan and related documentation that identifies its approach that covers the major elements of the implementation, including coordination with the Authority's ETTM System Contractor, Third-Party Service Providers and others.		
139	The Contractor shall develop and submit the Implementation Plan that documents all implementation related activities for the Project for Authority's review in accordance with the Approved Baseline Implementation Schedule.		
140	The Implementation Plan shall define all elements of implementation, including but not limited to:		
	· the detailed implementation schedule, detailing all activities for the implementation of the BOS, including coordination with ETTM System Contractor, Third-Party Service Providers and others as required. Once the implementation schedule is Approved by the Authority, the Contractor shall submit to the Authority updates during the implementation period(s) identifying any proposed implementation schedule changes and Work progress in the form of percentage completions;		
	· resource allocation Requirements for all implementation period(s);		
	· procurement and installation of the communications network;		
	· Quality Control, Quality Assurance, inspection and testing processes;		
	· special or unique implementation Requirements;		
141	· an organization chart with contact information, roles and responsibilities and includes ETTM System Contractor, Third-Party Service Providers and others as required and		
	· Go-Live checklist.		
	The Contractor shall develop and submit to the Authority a full size (24" by 36") set of drawings with installation notes, providing sufficient and accurate detail of all systems and network layouts at all facilities that have BOS Equipment.		
4.2.8. Disaster Recovery Plan			
	The Disaster Recovery Plan (DRP) is a comprehensive, documented statement of actions to be taken before, during and after a disaster to protect and recover the information technology data, assets and facilities of the BOS.		
142	The Contractor shall develop, test, and submit a Disaster Recovery Plan (DRP) and subsequent Disaster Recovery procedures that describe the approach, as well as procedures to take place in the event of a disaster for the BOS.		
143	The DRP shall document the Contractor's approach to and planning for recovering from a disaster, including but not limited to:		
	· define what constitutes disaster, associated risks and severity levels and timeframes to address (e.g., earthquake, flood, electrical outage, general loss of access to building, etc.);		
	· mitigation of disaster risks;		
	· preparations in the event of a disaster;		
	· organization chart illustrating Disaster Recovery team members, roles and responsibilities;		
	· notification contact list, including contact information;		
	· notification protocol;		
	· sites and Equipment for Disaster Recovery, presented in a diagram format;		
· Disaster Recovery process initiation and completion checklist;			
· coordination with the ETTM System Contractor and all Third-Party Service Providers;			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> Software, system and data replication processes; detailed logistical processes for activation of Disaster Recovery site and systems; detailed technical processes for activation of Disaster Recovery site and systems; detailed operational functions for activation of Disaster Recovery site and detailed technical processes for reactivation of primary site (or moving to a new primary site if the original primary site is destroyed) for systems and coordination with Authority's operations. 		
144	<p>The DR shall include the following BOS information, including but not be limited to:</p> <ul style="list-style-type: none"> Recovery Point Objective (RPO): maximum acceptable amount of data loss for all critical BOS services after an unplanned data-loss incident; Recovery Time Objective (RTO): maximum acceptable amount of time for restoring a critical BOS services and regaining access to data after an unplanned disruption; Level of Service (LOS): the combination of throughput and functionality required to sustain BOS business operations and detailed description of how site and BOS security shall be maintained to ensure continued compliance with the Security Standards. 		
145	The DRP shall be tested and updated by the Contractor annually.		
4.2.9. Business Continuity Plan			
	The Business Continuity Plan (BCP) is a comprehensive, documented statement of strategy, as well as the planning, actions and processes that allows the Authority to continue BOS and CSC Operations after experiencing a disruptive event.		
146	The Contractor shall develop, test, and submit a Business Continuity Plan (BCP) that details the Contractor's approach to accommodating the staffing capabilities, furnishings, Equipment, systems, network, applications and data components required to ensure the continuity and resumption and continuity of critical BOS processes.		
147	The Contractor shall be responsible for providing a high-level plan for restoring CSC Operations in the event that facilities become unavailable; however, the plan shall not result in any costs to the Authority for pre-staging of Equipment and personnel.		
148	The Contractor shall be responsible for providing a detailed plan for restoring CSC Operations in the event that all or part of the CSC staff are directed by the Contractor or the Authority to work-at-home. For example, during an event similar to the COVID-19 outbreak.		
149	Changes to the operations BCP shall be reflected in the BCP within thirty (30) Calendar Days of Approval. The Contractor shall distribute, train and educate the operations staff on the BCP.		
4.2.10. BOS Installation Plan			
	The BOS Installation Plan will be used by the Contractor to successfully install and prepare the BOS for testing and eventual Go-Live.		
150	The Contractor shall coordinate with the Authority, Third-Party Service Providers, and the ETTM System Contractor to develop and provide a detailed BOS Installation Plan, subject to Approval by the Authority that identifies all aspects of BOS installation and start-up of all activities and systems associated with the testing and implementation of the BOS in accordance with the Security Standards.		
	The BOS Installation Plan shall incorporate all aspects of the BOS installation, start-up and Go-Live, including but not limited to:		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
151	· approach to installing the BOS, including network Equipment; CSC Equipment and Desktop Environments;		
	· communication procedures;		
	· BOS licensing;		
	· website static content;		
	· phone numbers;		
	· BOS access control;		
	· network addresses;		
	· mapping of all start-up activities;		
	· approach to compliance with Security Standards during installation and testing;		
	· coordination and Interface testing and start-up activities required with the ETTM System Contractor, and Third-Party Service Providers;		
	· approach to achieving commencement of Ramp-up/Customer Services;		
	· acquisition and implementation of domain names and URLs;		
· installation team organizational structure, roles and responsibilities and			
· other activities required for the Go-Live from a system standpoint.			
152	The BOS Installation Plan shall describe the approach to testing support, including but not limited to:		
	· approach to the iterative and repetitive testing phases;		
	· within each testing phase the approach to resetting account balances, advancing aging and other system administration activities necessary to support repetitive testing and		
	· within each testing phase the approach to establishing required Interfaces.		
4.2.11. CSC Operations and Facility Mobilization Plan			
	The CSC Operations and Facility Mobilization Plan shall be developed by the Contractor and shall include an explanation of how the Contractor will manage CSC and CSC facility mobilization.		
153	The Contractor shall coordinate with the Authority to develop a detailed CSC Operations and Facility Mobilization Plan that identifies and plans for all activities, data and Authority-owned materials associated with the mobilization of the CSC, as well as all aspects of design and coordination of the CSC and WIC facility.		
154	The CSC Operations and Facility Mobilization Plan shall include how the Contractor will stage new operations for testing and Go-Live.		
155	The CSC Operations and Facility Mobilization Plan shall address how and where the Contractor will train the staff without disrupting current operations.		
156	The CSC Operations and Facility Mobilization Plan shall incorporate all aspects of the CSC Mobilization, including but not limited to:		
	· pre-Go-Live account creation and transponder delivery;		
	· transponder inventory;		
	· Violation work;		
	· all printed customer collateral;		
	· hardcopy documentation;		
	· softcopy information owned by the Authority;		
	· mobilization of CSC facilities;		
	· post office boxes;		
· Postage meters;			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> · phone numbers; · staffing for testing; · staffing for initial pre-Go-Live marketing period; · staffing for initial Go-Live; · security personnel as required by Contractor; · administration of CCTV surveillance and physical security systems; · service contracts; · training and · Go-Live activities. 		
157	The CSC Operations and Facility Mobilization Plan shall include a mobilization and facility mobilization and occupancy schedule.		
158	The CSC Operations and Facility Mobilization Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.		
4.2.12. End of Agreement Transition Plan			
	The End of Agreement Transition Plan shall address how the Contractor will support the Authority and the Contractor's successor to facilitate a seamless transition upon termination or expiration of the Agreement.		
159	The Contractor shall develop a detailed End of Agreement Transition Plan that identifies the transition of all activities and Authority -owned materials and data associated with the Operation of the CSC at the end of the Agreement.		
160	The End of Agreement Transition Plan shall incorporate all aspects of the transition, including but not limited to:		
	· customer service, billing and violation work in progress;		
	· accounts and violations in collections;		
	· Merchant Service Provider activities;		
	· transponder inventory;		
	· all printed customer collateral;		
	· all supplies and consumables on hand;		
	· hardcopy documentation;		
	· softcopy information owned by the Authority;		
	· CSCs;		
· staffing;			
· training and			
· Contractor orderly shutdown of non-transitioned items, facilities and services.			
161	The End of Agreement Transition Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.		
162	The End of Agreement Transition Plan shall be updated and submitted for Approval by the Authority every two (2) years over the term of the Agreement.		
4.2.13. Operations Plan			
	The Operations Plan is a comprehensive source of information about how the CSC will be managed and operated.		
	The Contractor shall develop and maintain a comprehensive Operations Plan that details all aspects of the operation of the CSC, including but not limited to:		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
163	· a description of each department/functional area and providing sufficient detail for the Authority to understand the functions and responsibilities of each department and how it will be staffed, managed and operated;		
	· all the Authority's Business Rules and policies related to the CSC Operations;		
	· account terms and conditions;		
	· detailed SOPs required to operate the CSC;		
	· customer data privacy policy;		
	· data and physical security including periodic access audit and reporting;		
	· human resources and staffing policies and procedures;		
	· background check processes;		
	· employee code of conduct;		
	· Authority's Holidays and hours of operation, including the CSC and other CSC facilities, if applicable;		
	· detailed scripts for common customer interactions;		
	· copies of each form, spreadsheet, manual tracking sheet, report, letter, email copy, and text copy (BOS and non-BOS generated) which the Contractor will utilize in the operation of the CSC;		
	· Quality Control and verification procedures to ensure operations meet the Performance Measures;		
	· operations monitoring to ensure compliance with Requirements;		
· a description of how the Contractor will communicate with the Authority pertaining to day-to-day operations and general issues and problems, including but not limited to: Case management, correspondence management, escalation procedures, document control, and Submittals procedures;			
· a description of how the Contractor will communicate with the Authority and Interoperable Agencies in handling customer disputes, dismissals, payments and reconciliation;			
· detailed structure and schedule for monthly Maintenance and operations meetings with the ETTM System Contractor and the Authority (separate meetings or combined at Authority's discretion);			
· emergency response management procedures, including a detailed description of how the Contractor will communicate and respond to emergency conditions and			
· processes and procedures instituted to ensure high customer satisfaction including the details of the Customer Satisfaction Survey Provider Subcontractor and program that will be used to monitor customer satisfaction with the CSC.			
164	The Contractor shall provide updates and changes to the Authority no less than annually for Approval and incorporation into the Operations Plan. The Operations Plan shall be a living document and as such, shall be updated and reviewed/Approved by the Authority whenever changes are made to any element of the operations covered in the Operations Plan.		
165	The Contractor shall publish a full revision of the Operations Plan no less than annually.		
166	The Operations Plan shall be submitted for Approval by the Authority in accordance with the Approved Baseline Implementation Schedule.		
4.2.14. Standard Operations Procedures (SOPs)			
167	The Contractor shall develop and maintain the SOPs. The SOPs shall use detailed narratives and process flow diagrams in providing step-by-step procedures for every task the Contractor performs. The SOPs shall detail both manual and BOS-aided steps and procedures.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
168	Approved, new policies, procedures and changes to existing policies and procedures shall be updated in the SOPs quarterly. The Contractor shall distribute, train and educate the operations staff and the Authority in accordance with the SOPs.		
169	The SOPs shall be submitted for Approval by the Authority as a part of the Operations Plan.		
4.2.15. Staffing and Human Resources Management Plan			
	The Staffing and Human Resources Management Plan defines the required human resources needed to meet all of the Requirements for the CSC. It details the selection and assignment of an operations team. It describes how the staff will be recruited, vetted, trained, compensated, evaluated, disciplined, and terminated. The Staffing and Human Resources Management Plan shall identify the appropriate skill sets and labor to manage the Work and to perform the tasks that produce the specified Deliverables, customer service and performance. It also shall provide for any additional non-labor resources such as tools, Equipment, or processes used by the operations team.		
170	The Contractor shall develop a Staffing and Human Resources Management Plan that includes details of the Contractor's staffing program.		
171	The Staffing and Human Resources Management Plan shall include a hiring/assignment schedule for anticipated resource Requirements for the duration of the Project.		
172	The Contractor shall develop and provide an organizational approach for staffing in the Staffing and Human Resources Management Plan designed to meet the Requirements. This includes but is not limited to:		
	· organizational chart with all staff positions (including Subcontractors), head count and reporting relationships;		
	· job descriptions for all staff positions by position type;		
	· identification of functions which have been subcontracted, the name and responsibilities of the Subcontractor, and name(s) and contact information for Subcontractor's key personnel;		
	· description of the process used for determining the appropriate staffing levels for each position;		
	· a schedule describing the daily and weekly staff shifts and a description of how the Contractor will adjust staffing to accommodate seasonal and dynamic changes in work volume;		
	· recruitment process;		
	· background investigation approach;		
	· pre-employment testing;		
	· training, testing and re-training policies and procedures including refresher and remedial training for both remote and local staff;		
· employee retention and career development program;			
· employee monitoring, performance evaluation and coaching;			
· employee disciplinary process and			
· employee termination process.			
173	The Staffing and Human Resources Management Plan shall also include the location of all personnel required to meet Project Requirements (on-site or remote), as well as the Contractor's approach to providing on-site training and support for remote staff.		
174	This Staffing and Human Resources Management Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.		
4.2.16. Reporting and Reconciliation Plan			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Reporting and Reconciliation Plan shall include a comprehensive, detailed description of actions to be taken and information to be provided to the Authority related to reporting and reconciliation. This document will identify each report and its associated delivery schedule and provide an explanation of the report and its underlying data and how it is used.		
175	The Contractor shall develop and submit to the Authority for Approval, a Reporting and Reconciliation Plan that details the Contractor's reporting and reconciliation process.		
176	The Reporting and Reconciliation Plan identifies the procedures that the Contractor will use to perform, manage and reconcile all aspects of the CSC. This includes both transactional and financial reconciliation, including allocation of all Contractor's cost and Third-Party Service Provider associated revenue and/or costs.		
177	Each reconciliation shall have a separate section which identifies the reports used for the reconciliation, whether or not the report is generated from the BOS, received from a Third-Party Service Provider or (e.g., banks, Collection Agency, Lockbox Service Provider, etc.) or developed manually by the Contractor.		
178	The Reporting and Reconciliation Plan shall describe each provided report or report set and the schedule for providing it along with a sample of each report set. This includes but is not limited to:		
	· daily reconciliation report;		
	· monthly reconciliation report;		
	· quarterly reconciliation report;		
	· annual reconciliation report;		
	· description of Contractor's process for entering, printing and sending refund checks and entering the resulting financial transactions into the Authority's financial accounting systems, including all accounts and processes required to facilitate this entire process;		
· description of financial and cash/check handling controls for the CSCs and			
· other operations and financial reports as needed to fully reconcile and meet the operations Requirements.			
4.2.17. Records			
179	The Contractor shall meet all data retention Requirements, including durations for retention, as set forth in the Security Standards. The Contractor shall make every effort, within practical business and cost constraints, to purge the personal account information of an account that is closed or terminated. In no case shall the Contractor maintain personal information more than four years and six months after the date an account is closed or terminated. The Contractor shall periodically audit the BOS to verify that it is in conformance with the retention policy.		
180	If specific documents or data retention Requirements are not covered in the Security Standards, or the retention Requirement is greater in other applicable Requirements, the Contractor shall maintain records, for the duration of the Agreement period, in compliance with the longer retention period Requirement. Other applicable Requirements include but are not limited to:		
	· recordings of customer phone calls shall be on-line and readily available for a minimum of two years after the date of recording;		
	· GAAP;		
	· record retention policies for the Authority;		
	· IRS Requirements;		
· The California State Archives Data Retention Schedule;			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> all applicable federal, state, local and other laws and regulatory matters and Security Standards. 		
181	Requirements and standards for records management and retention may change over the term of the Agreement. The Authority will provide any updates to its internal policies and procedures that may impact the CSC records and retention Requirements; however, it is the Contractor's responsibility to ensure it is aware of any changes to relevant standards, statues, and/or rules beyond those of the Authority, and to incorporate such changes in accordance with the provisions of the Agreement.		
182	The Contractor shall be responsible for data retention and purging of all paper records, in accordance with the Authority's retention policy and all of the Requirements related to records retention. In the event of a conflict between Requirements, the Contractor shall immediately notify the Authority.		
183	The Contractor shall maintain records and data essential to providing objective evidence of quality, and these records shall be made available to the Authority upon request.		
184	Quality-related records and data shall include but not be limited to:		
	<ul style="list-style-type: none"> inspection and test results; 		
	<ul style="list-style-type: none"> records of Subcontractor quality programs; 		
	<ul style="list-style-type: none"> change request documentation; 		
	<ul style="list-style-type: none"> Customer Satisfaction Survey results; 		
	<ul style="list-style-type: none"> operational reviews and walk-throughs and results of internal and Contractor audits. 		
185	The Contractor shall maintain records in a manner that allows easy access and analysis.		
4.2.18. Management Reporting			
186	The Contractor shall prepare and submit to the Authority a Monthly Operations Report in an Approved format, on an agreed-upon day each month. This report shall provide the information required for the Authority to verify the Contractor performance as reported by the Contractor, including but not limited to:		
	<ul style="list-style-type: none"> Project Oversight Report; 		
	<ul style="list-style-type: none"> Contractor Performance Report (including performance against the Performance Measures); 		
	<ul style="list-style-type: none"> monthly operations invoices for the corresponding period; 		
	<ul style="list-style-type: none"> three-month and one-year look forward for budgeted staffing based on estimated volumes; 		
	<ul style="list-style-type: none"> other agreed-to CSC Operations reports; 		
	<ul style="list-style-type: none"> updates to documents and plans which have occurred in the previous month and updated action item list and Approved meeting minutes from the previous month. 		
187	The Monthly Operations Report package shall detail the Contractor's performance against the Performance Measures (Contractor Performance Report) in tabular and graphical formats. The Contractor shall use reports and other data from operations as Approved, to conduct an analysis of the data and summarize the results. The basis for the data must be the BOS reports and all data must be reconciled against the appropriate BOS report(s).		
188	The data shall be presented in a graphical and tabular format showing the Contractor's comparative monthly performance over time.		
189	The presentation of the information shall be clear, concise, and professionally organized and formatted.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
190	Any failures to meet the Performance Measures shall be identified and details submitted, including the Contractor's plan to correct such occurrences. The associated non-compliance performance adjustment for such failures shall be summarized and tabulated with the total non-compliance performance adjustment provided.		
191	At a minimum, the Contractor's Monthly Operations Report shall include the reports listed below; however, the final list of documents to be included shall be developed and Approved as a part of the Operations Plan.		
	· Project Oversight Report: This report summarizes the Contractor's Project activities for the reporting period, including major accomplishments, issues and summary reporting. The Project Oversight Report also shall include an updated action items list that tracks all open items to be resolved by the Contractor. The list shall include task description, date created, owner, status, priority, impact/justification, completion due date and notes pertaining to the completion of each task. A status of operational changes shall be included in the Report. The Contractor shall provide status on all existing and new BOS issues that affect operations. The Contractor also shall make recommendations for innovations, processes and BOS improvements and other suggested changes, which will improve customer service or increase operational efficiency.		
	· Operations Reports: This suite of reports shall provide the details required to support the Project Oversight Report, including but not limited to: customer contacts, mail handling and Notification response; Case handling; transponder Fulfillment; payments processed; customer disbursements processed; the Authority's and Interoperable Agencies' settlements processed; returned payments processed; chargebacks processed; inventory item Fulfillment and balancing, and reconciliation. Reports related to ongoing Customer Satisfaction Surveys and QA activities and translation services shall also be provided.		
	· Refund account reconciliation and request for replenishment: Contractor shall be responsible for issuing customer and violator refunds. Contractor will provide documentation of refunds that were issued. The Contractor shall provide related account and Violation reconciliation reporting to the Authority at least monthly and in accordance with the Operations Plan.		
	· Contractor Performance Report: The Contractor shall be fully responsible for the CSC Operations meeting or exceeding required performance. Failure to do so may result in the assessment of non-compliance performance adjustments as set forth in Volume IV Performance Measures. The Contractor shall use the Approved tracking and reporting methods to prove its monthly performance against the Performance Measures.		
· Monthly Operations Invoices: The Authority shall receive a Contractor's invoice for the period corresponding to the Monthly Operations Report. The invoice shall detail the specific amounts due from the Authority. Contractor shall address costs that are netted out from the Contractor's toll revenue payment to the Authority, for example credit card fees and collections fees. Any associated Liquidated Damages shall be separately netted out with detailed supporting documentation. The Authority will not pay operation invoices that are not accompanied by the complete and accurate Approved Monthly Operations Report package.			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
192	Any performance deficiency the Contractor proposes to have excluded from the non-compliance performance adjustment calculation shall be documented on the Approved Waiver Form and explained in detail, with supporting documentation sufficient for the Authority to make a determination as to the acceptability of the exclusion. If the Authority needs additional information to make a determination the Contractor shall provide such information expeditiously. Adjustments will not be considered until full required documentation is provided by the Contractor.		
193	The Waiver Form must be submitted within thirty (30) Calendar Days of the affected invoice in order to be considered by the Authority.		
4.2.19. Training Plan			
	The Contractor shall provide a training program to educate Contractor staff, the Authority and others on the BOS and CSC Operations, as described in Section 5 Training. The Contractor is responsible for providing a Training Plan that describes the approach to training activities.		
194	The Contractor shall develop and maintain a Training Plan, subject to Approval by the Authority, in accordance with the Approved Baseline Implementation Schedule.		
195	The Training Plan shall describe the plan for training CSC Operations staff and Authority-designated individuals and shall outline the required operational/Maintenance and BOS knowledge for each position to be gained from the training. For each BOS position/user type, the plan shall include a training instructor guide, training manual and other materials to be used in training.		
196	The Training Plan shall include a schedule for regular staff training, follow-up training and continuing education for staff.		
197	The Training Plan shall describe the approach to training administrators, end users at different levels, Maintenance and support personnel, including but not limited to:		
	· overall description of the training program;		
	· training techniques;		
	· training delivery schedule;		
	· how training will occur with staff working on live operation;		
	· recurring training through life of the Agreement;		
	· names and descriptions of each training class;		
	· purpose of each training class;		
	· who should attend the class;		
	· qualification Requirements for trainer;		
	· minimum qualifications for personnel attending the class;		
	· duration of the class;		
	· training materials, including syllabus, schedule, training goals, manuals, guides, other support materials and techniques to be used;		
· data preparation, such as test accounts and test transactions/trips;			
· required Equipment and facility Requirements.			
4.2.20. Maintenance Plans			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Contractor shall develop and submit the Maintenance Plans listed below that describe how the Contractor plans to perform the Maintenance of the BOS and all Hardware, Software and systems at the BOS facilities and CSC throughout the Operations and Maintenance Phase. The Contractor shall have appropriate BOS documentation available to all Maintenance and Software support personnel, as required to perform their respective duties.		
4.2.20.1. System Maintenance Plan			
198	The Contractor shall develop and submit the System Maintenance Plan that defines the approach to services, staffing and resources to fulfill the BOS Maintenance Requirements. The Contractor shall identify the Contractor's Maintenance responsibilities and shall include but not be limited to:		
	· organizational structure, organizational chart and job descriptions and responsibilities;		
	· staffing plan;		
	· approach to training;		
	· detailed BOS monitoring Requirements;		
	· staff schedule and locations;		
	· third-party system support agreements overview;		
	· location of offsite data storage;		
	· schedule of all System Maintenance activities, including anticipated Upgrades/Enhancement releases;		
	· description of all System Maintenance related communication methods;		
	· Maintenance procedures, communication protocols and Approval processes for BOS Upgrades, Software deployments, scheduled Maintenance activities, change management and scheduled downtime;		
	· Maintenance procedures and communications protocols for unscheduled downtime;		
	· communication protocol for coordination with Interoperable Agencies and Third-Party Service Providers and WICs;		
	· communication protocol for coordination with the Authority's other toll system vendors;		
	· trouble reporting processes, notification protocols for issues and failures, and Maintenance reporting processes;		
	· prioritization, response, escalation, and repair processes;		
	· spares levels, Equipment and third-party Software warranty tracking and return material processes;		
	· monitoring Maintenance performance for compliance with Performance Measures;		
	· sample Maintenance reports and reporting processes;		
	· processes for supporting internal and external audits;		
· Security Standards compliance monitoring, Upgrades and safeguards;			
· system intrusion monitoring and safeguards;			
· Equipment replacement/refresh schedule;			
· Upgrades to third-party Software and tools and			
· processes in place to meet Performance Measures.			
4.2.20.2. Software Maintenance Plan			
	The Contractor shall develop and submit a Software Maintenance Plan that defines the approach to services, staffing and resources to fulfill the Software Maintenance Requirements and warranty provisions as set forth in the Agreement, including but not be limited to the following elements:		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
199	· organizational structure, organizational chart with job descriptions and responsibilities;		
	· staffing plan;		
	· approach to staffing and training;		
	· approach to receiving and prioritizing Software defects (bugs);		
	· reporting, categorization, prioritization and disposition of Software defects;		
	· coverage and personnel locations;		
	· all Software Maintenance related communication methods;		
	· Maintenance procedures, communication protocols and Approval processes for Software Upgrades, scheduled Maintenance activities, change management and scheduled downtime;		
	· documented change control procedures;		
	· Maintenance procedures and communications protocols for unscheduled downtime;		
	· trouble reporting processes;		
	· escalation processes;		
	· sample Maintenance reports;		
· Software updates to comply with Interoperable Agencies' specification changes and Third-Party Service Providers Interface changes;			
· Software updates to be compliant with Security Standards and			
· processes in place to meet Performance Measures.			
4.2.21. Third-Party Documentation			
	Third-Party documentation includes standard commercial documentation for third-party provided Hardware, Software, services and materials.		
200	The Contractor shall provide and maintain standard, commercially available, updated documentation for third-party provided Hardware, Software, services and materials provided under this Agreement. This set of third-party documentation shall be available upon request.		
201	An electronic copy of all third-party Commercial Off-the-Shelf (COTS) Hardware and Software installation and user manuals, with updates, shall be provided to the Authority.		
4.2.22. Manual Requirements			
	Various manuals shall be provided to educate and guide BOS administration staff and allow the Authority to understand the operations of the BOS.		
202	Whenever possible, all data shall be printed on 8-1/2" x 11" sheets; foldouts shall be 11" x 17".		
203	Each manual shall include, but not be limited to:		
	· a title sheet;		
	· revision history;		
	· Table of Contents;		
	· list of illustrations (if applicable);		
	· list of reference drawings and exhibits (if applicable) and		
	· a parts list (if applicable).		
204	All manuals shall have a consistent look and feel and shall be professionally written and presented in clear and organized fashion.		
205	All manuals prepared for the Authority under this Agreement shall be produced, or editable, using Microsoft Office 2016 Suite (or higher if Approved by the Authority). In addition, electronic copies of manuals shall be provided in unsecured Portable Document Format (PDF), if requested by the Authority.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
206	Any special Software required to produce scalable typefaces or other graphs shall be provided by the Contractor as part of the documentation for the manuals.		
207	All manuals shall be submitted and Approved as a condition of Go-Live.		
4.2.22.1. Manual Submissions and Quantities			
208	The Contractor shall submit one (1) hard copy of each of the manuals listed below.		
209	The Contractor shall submit electronic copies of all manuals listed below.		
210	All manuals shall be maintained in electronic format in the Contractor-provided EDMS.		
211	The Contractor shall be responsible for producing an additional quantity of the manuals for the Contractor's use, sufficient to fulfill the Contractor's Requirements.		
212	The Contractor shall submit the draft and final manuals described below for the Authority's review and comment, in accordance with the Approved Baseline Implementation Schedule. All final versions of manuals shall be provided and Approved before system Go-Live.		
4.2.22.2. Manuals to be Submitted			
4.2.22.2.1. BOS User Manuals			
213	The Contractor shall develop and submit BOS User Manuals to be used by CSC Operations staff to operate the BOS and for training purposes.		
214	The Contractor shall develop manuals logically to cover job categories and functions. The manuals shall detail all of the processes, procedures and policies developed by the Contractor that are required to fulfill the Requirements for each of these categories and functions. An example of a functional area is finance, which should include all basic financial responsibilities and functions, including the entire reconciliation process.		
215	Each BOS User Manual shall include but not be limited to:		
	· screen images detailing the step-by-step activities needed to fulfill a specific functionality;		
	· flowcharts to provide the CSC Operations staff a clear understanding of the workflow;		
	· all screens, reports and data fields, clearly explained using sample formats applicable to the BOS and		
216	· samples of all reports, included in the manual or as an attachment to the manual, with any specific instructions that may apply to a given report.		
4.2.22.2.2. BOS Finance and Financial Controls Manual			
216	The Contractor shall develop and submit the BOS Finance and Financial Controls Manual, which shall include but not be limited to:		
	· detailed descriptions of all procedures to balance and reconcile the BOS;		
	· detailed descriptions of Financial Account Posting, reporting and reconciliation to the Authority's Bank Accounts;		
	· detailed descriptions of reconciliation of transactions/trips and revenue within the BOS with each of the Interoperable Agencies and for payments made to the Authority and Interoperable Agencies;		
	· processes and reports used to reconcile third-party payments processed and money deposited in the Authority's bank;		
	· detailed descriptions of reconciliation of all collections activity and all exceptions processing;		
	· detailed descriptions of the screens, reports and functions that allow Contractor or the Authority's finance personnel or independent auditors to access, understand and work with all financial aspects of the BOS;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> complete descriptions of all reconciliation procedures and a non-technical description of the screens, reports and functions; illustrations and pictorial diagrams to demonstrate the step-by-step operations required for performing the balance and reconciliation functions and included as an attachment to the manual, samples of all relevant reports, with any specific instructions that may be applicable to a given report. 		
217	Reports included in the BOS Finance and Financial Controls Manual shall have correct and accurate data.		
218	The BOS Finance and Financial Controls Manual shall be used to train the CSC finance personnel and the Authority's finance personnel.		
4.2.22.2.3. BOS Administrator Manual			
219	The Contractor shall provide a BOS Administrator Manual that serves as a guide to the overall management and administration of the BOS, and it shall include but not be limited to:		
	· detailed Hardware Maintenance activities and schedule;		
	· detailed database Maintenance activities and schedule;		
	· detailed Software monitoring activities and schedule;		
	· detailed monitoring procedures for file transfers and exception handling;		
	· detailed procedures and processes for all Maintenance activities;		
	· detailed procedures for backup, archiving and purging data;		
	· detailed procedures for testing and executing Disaster Recovery and Business Continuity;		
	· detailed schedule for all preventative Maintenance activities;		
	· scheduled time and maximum run time for all BOS jobs and/or processes;		
	· technical contact lists for all third-party technical contacts;		
	· technical contact lists for Hardware, Software providers and third-party support agreements;		
	· details and copies of all third-party system support agreements;		
· general information, such as Maintenance shifts, code of conduct and other human resource aspects and			
· details of the security access system configuration, user access privileges and controls and user tracking processes utilized to ensure system security and to maintain data integrity.			
4.2.23. As-Built Documentation			
	Prior to the Authority's BOS Final Acceptance of the Implementation Phase, as-built documentation shall be provided that documents the final BOS design and implementation.		
4.2.23.1. As-Built System Detailed Design Document			
220	After the Approval of the operational test, and prior to the Authority's BOS Final Acceptance of the Implementation Phase, the Contractor shall submit the As-Built SDDD that includes all Software and Hardware changes made during the system development, implementation and testing phases.		
221	The Contractor shall submit one (1) hard copy in addition to an electronic version of the As-Built SDDD. Acceptable electronic formats are unsecured Portable Document Format (PDF), Microsoft Office 2016 Suite (or higher if Approved by the Authority) and professional CAD applications.		
4.2.23.2. As-Built Drawings			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
222	The Contractor shall provide the Authority with a complete set of As-Built Drawings, which shall be delivered as one (1) hard copy of the complete sets of drawings. The same shall be delivered in electronic format for all Equipment, network and Hardware installed and furnished as part of the BOS. As material changes are made to the system by the Contractor shall update the As-Built Drawings to reflect the current status.		
223	The As-Built Drawing sets shall include but not be limited to:		
	· all schematics;		
	· logic diagrams;		
	· Hardware layouts;		
	· wiring diagrams;		
	· interconnection diagrams;		
	· installation diagrams;		
	· cable schedule;		
224	The Contractor shall update the latest drawings with red lines as changes are incorporated during the installation process. At the completion of the installation, the Contractor shall gather all red line drawings.		
	The red line drawings shall be verified and incorporated into a final As-Built Drawing package. This final as-built package shall include all updated installation drawings, shop drawings and sketches, plans and other drawing types that were used to install the BOS.		
5. Training			
	The Contractor shall provide comprehensive training for all aspects of the BOS and CSC Operations including training, operational procedures, policies and guidelines, and rules of conduct, including customer Interface. Training shall be delivered to the Authority's personnel and Contractor's personnel. Training shall be ongoing throughout the Implementation and Operations and Maintenance Phases.		
226	The Contractor shall be solely responsible for supplying the BOS and all materials necessary to complete the delivery of the training program.		
227	The Contractor's program shall include but not be limited to computer instruction, training aids and manuals as required.		
228	Contractor's training shall be hands on and use actual BOS Software in the training environment.		
229	The Contractor shall produce all training materials, documents and manuals in hard copies.		
230	When changes or new functionality is provided in the BOS, the Contractor shall update the training materials and train staff on such changes/new functionality.		
231	All Authority training shall include a review and description of each of the appropriate Authority's processes and procedures with actual BOS Software.		
232	The Authority shall have the right to attend any training sessions.		
233	The Contractor shall provide comprehensive training related to all aspects of the BOS administration, BOS functionally and CSC Operations.		
234	The Contractor shall employ a training manager to lead all training courses and subsequent ongoing training activities.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
235	The Contractor shall train Authority's staff to view all real-time aspects of BOS processes/queues and CSC Operations statistics/queues, as well as research and report on all aspects of the BOS.		
236	The Contractor shall cross-train staff from other areas of operations or management for peak period, emergency or temporary assignments to provide for staff redundancy.		
237	The Contractor's training manager shall identify the training needs, plan, design, and develop all the training curriculum and materials for the implementation and management of the CSC's on-going training program. The types of training include, but are not limited to:		
	· customer service and integrity skills ("soft skills") training;		
	· Authority's FasTrak, Violation and payment processing Business Rules and facility specific information ("content training");		
	· different operational and facility characteristics of Interoperable facilities;		
	· use of the BOS, including all customer contact systems and any other applicable systems;		
	· CSC Operations SOPs and PII, PCI, data and physical security.		
238	The Contractor's training program shall include training at different times and for different reasons during the course of the Operations and Maintenance Phase, including but not limited to:		
	· new hire – this training provides the new employee a thorough, in-depth training covering all of the skills and information required to fully understand and perform their job;		
	· refresher – this training provides additional training focused on topics on which the attendees have been previously trained but which the training manager or other Authority management staff identified as requiring additional training for a group of employees;		
	· remedial – this training is individually focused on the needs of a particular employee(s) based on customer satisfaction feedback, management observation or employee request;		
	· new job/promotion – this training is required when an employee changes jobs or gains additional responsibilities and		
	· new content/program – this training is required when the Authority introduce a new program or makes a significant change to the SOPs or the BOS.		
239	Contractor training shall cover all functional areas depending on the specifics of each individual user role and job functions.		
5.1. Training Courses			
5.1.1. System Operation Overview Course			
240	The Contractor shall provide a system operation overview training course for the Authority personnel who require a general understanding of all aspects of the BOS and CSC Operations.		
241	The Contractor shall ensure class sizes and the number of training hours provided are sufficient to provide a general understanding of all aspects of the operation.		
5.1.2. Customer Service Representative Course			
	This course is for customer service personnel who need to understand all aspects of the direct customer service.		
242	The Contractor shall provide a customer service course for staff that need to understand all aspects of the direct customer service functionality, with focus on contact management, account management, Violations processes, payments, Business Rules, Express Lanes facility characteristics, external facing website, etc.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
243	The Contractor shall provide an appropriate number of training sessions for the customer service course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to customer service.		
5.1.3. BOS Finance and Financial Controls Course			
	This course is for financial management and auditing personnel who need to understand all aspects of the Operation, particularly those related to financial accounting, reconciliation, audit, and management.		
244	The Contractor shall provide a BOS finance and audit training course for financial management and auditing staff that need to understand all aspects of the operation, with focus on financial accounting, reconciliation, audit and management.		
245	The Contractor shall provide an appropriate number of training sessions for the BOS finance and financial controls course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to financial accounting, reconciliation, audit and management.		
5.1.4. Operations Management Course			
	This course is for CSC Operations personnel providing hands-on training on the BOS including performance reporting, including all operational performance monitoring (for example, call queues, call statistics, image review queues, etc.); all BOS monitoring (for example, mail queues, status and quantity of all Notifications pending and sent, transponder Fulfillments, status of Interfaces and file exchanges), and call center and IVR configuration.		
246	The Contractor shall provide an Operations Management Course for all personnel who require a detailed understanding of the BOS reporting and monitoring. This course also covers configuration of the telephony system.		
247	The Contractor shall provide an appropriate number of training sessions for the Operations Management Course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the BOS.		
5.1.5. BOS Users Course			
248	The Contractor shall provide a BOS Authorized Users training course for all personnel who require a detailed understanding of the operations of the System and how to access information and reports from the BOS on items such as status, alarms, performance, transactions and revenue.		
249	The Contractor shall provide an appropriate number of training sessions for the BOS Authorized Users course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the system.		
5.2. Training Materials			
250	All training materials should comply with applicable PCI and PII standards.		
251	Draft copies of all training materials shall be submitted by the Contractor to the Authority for review, comment and Approval prior to final printing of quantities required for training.		
252	The Authority shall have the right to require the Contractor to provide additional interim drafts at no additional cost should draft training materials submitted not be of adequate quality or have missing or incorrect information.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
253	Contractor shall provide regular updates to training materials to incorporate any changes to the BOS or operational processes.		
254	For each training course, the Contractor shall provide the materials listed in the following sections.		
5.2.1. Instructor Guides			
255	The Contractor shall provide an instructor guide for each training course, including but not limited to:		
	· course agenda;		
	· course objective;		
	· procedures for managing a training session;		
	· resources and facilities required, including Desktop Environments, power and communications Requirements;		
	· detailed lesson plans;		
	· a description of training aids and items to aid in on-the-job performance (such as where applicable, pocket guides or reference sheets);		
· tests to be administered to assure satisfactory completion and			
· instructions for using any audio-visual support Equipment or materials.			
5.2.2. Training Aids			
256	The Contractor shall provide all training aids necessary to successfully complete the course agenda and meet the course objective.		
257	The Contractor shall provide a way for all trained personnel to access training documents, aids and tips in an online, electronic format for ongoing reference.		
5.2.3. Student Workbook			
258	For each course, the Contractor shall provide a student workbook, including but not limited to:		
	· course agenda;		
	· course objectives;		
	· schedule of sessions;		
	· copies of all overheads and visuals and		
· lesson outlines and summaries.			
259	The Contractor shall supplement the material provided in the student workbook with additional material (as necessary), such as operations and user manuals. If such material is used, appropriate cross-references shall be included in the student workbook to identify the complete set of training materials provided to the student.		
5.3. Scheduling and Preparation for Training			
260	The Contractor shall provide a minimum two (2) weeks notice to the Authority and work with the Authority on the timing for each training session. The Authority will identify a list of participants the Contractor shall notify to schedule their participation in the training.		
261	The Contractor shall perform all scheduling.		
6. Mobilization Requirements			
	The mobilization of the BOS and CSC Operations is a major undertaking that will require careful preparation, planning and coordination in multiple functional areas and on many levels to ensure a smooth beginning to operations. The Contractor is responsible for the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan. Close coordination will be required between the ETTM System Contractor, the Authority and the Contractor.		
6.1. Operations Mobilization and Facility Coordination			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The operations mobilization and facility coordination include all activities necessary to establish and operate the I-405 CSC and WIC in accordance with the Agreement and to coordinate the design of the Authority provided facility. These activities include comprehensive coordination with the Authority, the Authority's design and construction contractors, and other Authority contractors housed at the facility with regards to CSC and WIC design, scheduling of facility occupancy and installation, staff recruitment and training, ordering of supplies, establishment of all necessary services and developing all SOPs for the entire operation. The Contractor shall coordinate with the ETTM System Contractor on applicable portions of the Approved Baseline Implementation Schedule.		
	The CSC Operations Manager and the Mobilization and Facility Coordination Manager shall lead the Contractor's staff in planning and implementing the activities required for operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:		
262	· obtain a thorough understanding of the functions and capabilities of the BOS;		
	· produce all required plans and documentation;		
	· recruit CSC staff;		
	· coordinate with Third Party Service Providers;		
	· make any required Approved modifications to the facilities (those required beyond the new facility design inputs provided by the Contractor);		
	· plan and conduct training;		
	· assist with the selection and implementation of survey solution, IVR, system recordings, Self-Service Website, and Self-Service Mobile Application (Phase II and optional) and		
· meet regularly and coordinate with the Authority, the ETTM System Contractor to perform the Work.			
	The Mobilization and Facility Coordination Manager shall lead the Contractor's staff in planning and implementing the activities related to the new CSC and WIC facility operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:		
263	· meet regularly with the Authority, the Authority's design and construction contractors, and other Authority contractors that will be housed at the facility to plan, provide design input to the new CSC and WIC facility layout, space planning, network, cabling, power, furnishings, physical security, and surveillance CCTV etc.;		
	· review and provide comments to all types of CSC plans;		
	· coordinate with other contractors and provide a detailed schedule for facility occupancy and facility mobilization and		
	· coordinate the procurement and installation of all BOS and CSC Operations network and communications lines with the communications providers.		
264	The Contractor shall develop and conduct an Operational Readiness Demonstration and conduct walk-throughs for each facility with the Authority.		
265	As an outcome of the Operational Readiness Demonstration and walk-throughs, a punch list shall be developed and resolution of each item Approved by the Authority.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
266	The Contractor shall track, status and resolve all pre-mobilization punch list items (as designated and Approved by the Authority) prior to mobilization and track, status and resolve all post-mobilization punch list items (as designated and Approved by the Authority) during the Operations and Maintenance Phase. Until resolved, the status of post-mobilization punch list items shall be provided in all Contractor performance reports and meetings.		
6.2. Schedule, Installation and Mobilization			
267	The Contractor shall mobilize CSC Operations in accordance with the CSC Operations and Facility Mobilization Plan and the Approved Baseline Implementation Schedule.		
268	The Contractor shall install the BOS in accordance with the BOS Installation Plan and the Approved Baseline Implementation Schedule.		
269	The Contractor's schedule shall be sufficiently flexible to accommodate modifications or changes, such as early completions or delays in start or completion of dependent work by the Authority and/or the ETTM System Contractor.		
6.3. Mobilization of the BOS and CSC Operations			
	BOS and CSC Operations mobilization includes all activities necessary to begin CSC Operations. The Contractor's Mobilization Manager shall lead the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and must coordinate with the ETTM System Contractor and Authority to ensure that the mobilization meets the Approved Baseline Implementation Schedule.		
270	The Contractor shall manage and conduct mobilization in conformance with BOS Installation Plan and CSC Operations and Facility Mobilization Plan and Approved Baseline Implementation Schedule.		
271	The mobilization activities shall be coordinated with the Authority, the ETTM System Contractor, and Third-Party Service Providers, and shall be Approved by the Authority.		
272	The Contractor shall prepare internal and external communication procedures, as part of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan, to effectively and professionally manage communications of potential impacts during the mobilization.		
6.4. Acceptance of Operational Readiness			
	Prior to Go-Live the Contractor shall demonstrate to the Authority that the successful CSC and facility mobilization is complete, and that the Contractor is ready to commence complete operation of the CSC and performance of all of the Work.		
273	The Contractor shall demonstrate that the CSC Operation has achieved operational readiness in accordance with the Approved Baseline Implementation Schedule.		
274	Procedures for demonstrating for the Operational Readiness Demonstration shall be provided by the Contractor to the Authority for review and Approval at least three (3) months prior to the scheduled demonstration date.		
275	The Contractor shall have completed all of the predecessor tasks and milestones in the schedule in order to achieve Acceptance of operational readiness, including but not limited to:		
	· selection, build-out and equipping of all Contractor operated facilities;		
	· development and Approval of all required documentation;		
	· recruitment, hiring and training of all staff in accordance with the Operations Plan and sub-plans;		
	· implementation of all applicable aspects of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and all operations mobilization activities and		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	completion of Operational Readiness Demonstration using the BOS, facilities and Contractor staff.		
6.5. End of Agreement Transition			
	The Contractor acknowledges the services it provides under the terms of the Agreement are vital to the successful operation of the BOS and said services shall be continued without interruption. Upon expiration or termination of the Agreement, a successor may be responsible for providing these services. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.		
	As part of the End of Agreement Transition, the Authority may wish to operate and maintain BOS, requiring the transfer of Equipment, leases and license from the Contractor to the Authority.		
276	The Contractor shall cooperate with any future transition of the BOS to a future BOS Contractor, as required by the Authority.		
277	The Contractor shall develop with the successor, an End of Agreement Transition Plan describing the nature and extent of transition services required as well as the operational Requirements necessary for the migration of operation from the Contractor to the new contractor.		
278	The Contractor shall update the End of Agreement Transition Plan no more than six (6) months prior to the transition date.		
279	The Contractor shall provide sufficient experienced personnel in each division/element of Work during the entire transition period to ensure the quality of services is maintained at the levels required.		
280	The Contractor shall provide sufficient staff to help the successor maintain the continuity and consistency of the services required.		
281	The Contractor shall provide the necessary Software and BOS support services to assist the successor in setting up the systems, transferring of appropriate licenses and third-party Software and transitioning all BOS data (including third party data) required to sustain uninterrupted service in areas in which the Contractor is responsible for the Work. For example, accounts and violations in collections.		
282	The Contractor shall support the Authority during the procurement process by updating all system documentation and providing new documentation as required that details the current system.		
283	Within the End of Agreement Transition Plan, the Contractor shall provide descriptions of the Equipment, leases and licenses that are available for purchase and transfer to the Authority as part of the End of Agreement Transition.		
284	The Contractor shall not prevent the successor from conducting interviews with Contractor employees outside of normal business hours in a manner that will not disrupt current operations.		
285	The Contractor shall not prevent employees from changing their employment to the successor if the employees wish to do so.		
286	The Contractor shall provide for the orderly transition of the facilities, Equipment, materials, documents, inventory and work in progress to the successor.		
7. Testing Requirements			
7.1. General			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Contractor shall provide the full range of test planning, testing design and services required to ensure the BOS adheres to the Requirements. The BOS testing regimen shall take place during the implementation period identified in the Approved Baseline Implementation Schedule and shall follow the Master Test Plan and Individual Test Plan.		
	The Authority requires that configuration changes be treated as equivalent to Software development changes within the testing process. Wherever possible, the Authority requires that the Contractor implement testing processes which are automated and efficient.		
	The Requirements described in this section detail the labor, materials, facility and support services necessary to test the BOS for functionality and performance, its integration to all Third-Party Service Provider.		
287	The Contractor shall prepare and conduct the various tests in conformance with the Master Test Plan and applicable individual test plans.		
288	The Contractor shall prepare and conduct the various tests (outlined for reference immediately below and with detailed Requirements in subsequent sections), including but not limited to:		
	· Unit Testing;		
	· System Integration Testing;		
	· User Acceptance Testing;		
	· On-site Installation and Commissioning Testing and Operational and Acceptance Testing.		
289	The Contractor shall develop test scripts for Authority approval and use specialized automated testing Software, wherever possible, to, including but not limited to:		
	· create test scripts;		
	· create use cases with pre-defined input and output;		
	· control the automated testing;		
	· exercise all conditions, configurations and scenarios;		
	· conduct performance testing;		
	· conduct security and PCI testing;		
	· conduct regression testing;		
	· compare actual test outcomes to expected outcomes;		
	· test reporting;		
	· conduct load testing;		
· conduct user Interface testing and			
· conduct sustained operational testing.			
290	The Contractor shall make the BOS available for use by the Authority in testing the readiness of the CSC Operations staff during operating hours and as necessary during the testing period.		
291	The Contractor shall provide all necessary resources and facilities to conduct all tests.		
292	During the Implementation Phase, the Contractor shall provide an "online commercial Software" defect tracking system, accessible by the Authority via browser-based internet, to document and track all defects identified as part of BOS testing and any subsequent actions taken to correct those defects.		
293	The Authority's Approval of any aspect of testing shall not relieve the Contractor of its responsibility to meet all Requirements.		
	The defect tracking system shall be capable of the following, including but not limited to:		
	· rating (severity) defects;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
294	· categorizing defects;		
	· prioritizing defects;		
	· logging the date/time the defect was reported;		
	· the user who reported the defect;		
	· the erroneous behavior;		
	· the details on how to reproduce the defect;		
	· the developers who worked on the defect;		
	· life-cycle tracking and reporting.		
7.1.1. Testing Sequence and Logistics			
295	The Contractor shall obtain Approval from the Authority and shall have met the entry conditions prior to start of each test, including but not limited to:		
	· Approval of all predecessor tests;		
	· Approved test procedures for each individual test;		
	· Approved test schedule;		
	· Approved inventory of test cases and scripts;		
	· successful closeout of all outstanding pre-test issues;		
	· successful dry run testing with results provided to the Authority;		
	· test data set is created and loaded into test environment;		
· submittal of the latest Approved version of the RTM showing test validation against the Requirements and site and BOS are ready to test.			
296	After the completion of each test, the Contractor shall submit for the Authority's review and Approval a test report that documents the results of the test.		
297	The test report shall include the results of the test; any anomalies and issues identified; comments provided by the Authority; the test data and the corrective action/resolution of each item, and the results of any re-tests necessary to successfully complete each testing phase.		
298	The Contractor shall facilitate and support the Authority's participation in the testing and witness each test. The Contractor shall provide the Authority with full access to the test data and results of the test.		
299	Testing shall not be considered complete by the Authority until all anomalies and "punch-list" items are closed-out, and the final test report is Approved by the Authority.		
7.2. Required Tests			
7.2.1. Unit Testing			
	Unit Testing is defined as a Software testing method by which individual units of source code, sets of one or more computer program Modules together with associated control data, usage procedures, and operating procedures, are tested to determine whether they are fit for use. A unit could be an entire Module, but it is more commonly an individual function or procedure. Unit Testing is the first level of testing and is performed prior to System Integration Testing.		
	The Contractor shall conduct Unit Testing, including but not limited to:		
	· testing for all functional elements of the BOS for conformance with the Requirements, Approved design and Business Rules;		
	· testing of 100% of all BOS components and negative testing for controlled systems features;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
300	· testing using actual data generated by the ETTM System Contractor and simulated data as needed;		
	· testing with Third Party Service Provider and Interoperable Agencies test environment;		
	· testing each Module of the BOS application Software for compliance to coding standards related to screen validations, web navigation, configuration changes, PMMS including all errors, exceptions and failures, backend programs and processes (using simulated data);		
	· testing the desktop computer Interfaces and all peripherals;		
	· testing of user roles and security elements;		
	· all necessary Hardware and Software for the test;		
	· all necessary personnel for the test and updated RTM, SDDD, Operations Plan and Business Rules so functionality can be reconciled to the documentation.		
7.2.2. System Integration Testing (SIT)			
	System Integration Testing (SIT), or end-to-end testing, is defined as a type of Software testing that seeks to validate the Interfaces between individual components and the completely integrated BOS meets its Requirements. The Contractor shall conduct SIT, compressing logical days to accommodate process escalation and transaction/trip and Violation aging. Multiple testing cycles may be executed depending on defects found and their severity. The Contractor shall also conduct load/performance testing as part of the SIT.		
301	The Contractor shall be responsible for creating test data as an entry criteria for the SIT. It is anticipated that significant test data will be required and will be defined in the test plan.		
302	The Contractor shall conduct SIT which shall include end-to-end Integration Testing, Interface testing, security testing, performance/load testing.		
303	In the event Third-Party Service Providers and Interoperable Agency test environment systems are not available, the Contractor shall test using simulated Interfaces and data to validate the data exchange.		
304	The Contractor shall use the most newly provided, developed or updated ICDs for all Interfaces and portals.		
305	The Contractor shall conduct SIT, including but not limited to:		
	· testing all functional elements of the BOS using the procedures for Software integration testing, including the end-to-end testing from receipt of transactions/trips through Posting to the accounts and Violation processing;		
	· reports testing using created data, simulated and keyed-in data;		
	· verification and validation that the various BOS environments are operating per the Requirements;		
	· load/performance testing of the entire BOS in terms of user access, including internal and external users on all channels (for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR);		
	· load/performance testing of the entire BOS in terms of transaction/trip processing;		
	· full Disaster Recovery failover testing;		
	· full Disaster Recovery failover recovery (back to primary BOS) testing;		
	· validation of all Performance Measures;		
· adherence to the Security Standards;			
· archiving and purging process testing;			
· comprehensive PMMS testing;			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> testing using actual data, generated real-time (as if in a real, live production environment) by the ETTM System Contractor; all Interface test scripts and documentation required to confirm that the Interfaces are operating properly; testing, as directed by the Authority, connecting to test environment systems provided by the Authority, Third-Party Service Providers and Interoperable Agencies (if available); exception testing; testing the desktop computer Interfaces and all peripherals and sustained operations test. 		
7.2.3. User Acceptance Testing			
	User Acceptance Testing (UAT) is defined as the testing phase where actual BOS users test the system to validate the operation of the BOS in, according to Requirement, designs, and specifications.		
306	The Contractor shall provide all needed support for UAT to include providing environments, provisioning/aging system, running batch jobs, and developing test scripts using use cases.		
307	The Contractor shall provide a UAT environment that is production like and separate from other test environments.		
308	Ten (10) Business Days prior to the commencement of UAT, the Contractor shall train staff from the Authority and the CSC Operations test team selected to perform UAT.		
309	The Contractor shall provide all UAT testers with access to BOS test scripts.		
310	The Contractor shall provide test data for UAT that is an extraction and sub-set of production data.		
311	During UAT, the Contractor shall develop and retest necessary revisions identified by users during the testing process.		
312	The Contractor shall provide technical personnel to support UAT.		
7.2.4. Regression Testing			
	Regression testing is defined as a type of Software testing that verifies that Software previously developed and tested still performs correctly even after it was changed or Interfaced with other Software.		
313	The Contractor shall conduct regression testing is to ensure that software changes have not introduced new faults and to determine whether a change in one part of the Software affects other parts of the Software.		
314	The Contractor shall conduct regression testing in a Contractor-provided test environment prior to each Software release.		
7.2.5. On-site Installation and Commissioning Testing, Mobilization and Go-Live			
	Onsite Installation and Commissioning Testing is defined as a series of checks and tests to verify Equipment installation and function; BOS operation; and inter-systems operation.		
	The Contractor shall conduct Onsite Installation and Commissioning Testing using the BOS production environment including but not limited to:		
	<ul style="list-style-type: none"> testing that demonstrates the BOS is completely installed and operational in the production environment and the Disaster Recovery location; Software and test data are loaded; PCI application vulnerability testing, certification of elements not available/tested during previous testing; all necessary Hardware and Software for the test; 		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
315	<ul style="list-style-type: none"> testing PMMS configuration and setup; testing all user roles; testing of internet connectivity and speed; testing the speed of the BOS while performing various functions; testing of cutover to generator in the event of power failure; testing of phone system including IVR; testing of Self-Service Website and Self-Service Mobile Application (Phase II and optional); all necessary personnel for the test and updated RTM, SDDD and Business Rules so functionality can be reconciled to the documentation. 		
316	<p>The Contractor shall provide evidence of readiness to conduct mobilization and Go-Live at the BOS production environment, including but not limited to:</p> <ul style="list-style-type: none"> The Contractor shall utilize the PCI Security Standards Council's Prioritized Approach method to indicate how each PCI Requirement is being addressed. This approach shall be submitted to the Authority along with substantiating evidence for review and Approval; the transfer of certain historical data to the BOS that may remain in the BOS and a checklist to verify that mobilization is completed in accordance with the BOS Installation Plan and CSC Operations Mobilization Plan. 		
317	Upon Approval of the Onsite Installation and Commissioning Testing including evidence of readiness the Contractor shall begin mobilization.		
318	Upon verification and Approval of the Operational Readiness Demonstration and all testing the Contractor shall Go Live.		
7.2.6. Commencement of Ramp-up/Customer Services			
	Upon Notice to Proceed for Ramp-up/Customer Services, the Contractor is notified of the Authority's intent to Go-Live in approximately 120 days.		
319	The BOS shall have achieved commencement of Ramp-up/Customer Services within thirty (30) Calendar Days of the notice to proceed for Ramp-up/Customer Services.		
320	<p>The Contractor shall have completed the following tasks to achieve Commencement of Ramp-up/Customer Services:</p> <ul style="list-style-type: none"> the Self-Service Website is available to facilitate full account creation and transponder ordering (actual shipping of transponders will take place closer to road opening); the Contractor has conducted and successfully completed testing of the Self-Service Website and other functional elements required to facilitate account creation and transponder ordering; the Contractor has gained approval of all BOS design documents; the Contractor has gained approval for all CSC Operations, CSC Facility, mobilization and BOS system installation plans and is on schedule in executing the Approved Plans per the Approved Baseline Implementation Schedule; system support is operational and monitoring the operational components of the BOS and Software support is operational and available to support the operational components of the BOS. 		
7.2.7. Operational and Acceptance Testing			
	Operational and Acceptance Testing is defined as a test focused on the readiness of the BOS to be supported, and/or to become part of the production environment.		
	Following Go-Live, the Contractor shall conduct Operational and Acceptance Testing on the BOS production environment in live operations that provides the following, including but not limited to:		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
321	· verification that the Contractor (including the BOS) is compliant with Commencement of Ramp-up/Customer Services;		
	· verification that the BOS is in conformance with the Requirements for a period of sixty (60) consecutive days, onsite in the BOS production environment;		
	· successful access of images from the ETTM System and receipt of the trip/transactions;		
	· reconciliation of all BOS data, transactional and Financial Transactions for a period of sixty (60) consecutive days to verify all data and accounts are being properly processed, reported on and reconciled;		
	· reconciliation of all transaction/trip and image workflows and filters to verify all transactions/trips and images are being properly processed through the BOS;		
	· reconciliation of all electronic Interfaces and portals, including Third-Party Service Providers and Interoperable Agencies;		
	· reconciliation of all account Postings, Financial Transactions, events, etc., to account history entries;		
	· reconciliation of all Financial Accounts in the BOS for two (2) monthly financial periods;		
	· archiving and purging process testing;		
	· disaster recovery testing;		
· verification of PMMS operations;			
· adherence to required financial audit and reconciliation Requirements and			
· adherence to required BOS Performance Measures and reporting.			
322	The Contractor shall identify all anomalies and categorize by severity and priority, and all anomalies shall be addressed to the satisfaction of the Authority.		
323	If anomalies are identified that are a high severity and high priority during the testing period, the Operational and Acceptance Testing for those functions and any other impacted functions or test areas shall be restarted and shall continue for sixty (60) consecutive days from the day the test was restarted.		
324	The Operational and Acceptance Testing shall continue until all the Requirements have been verified and validated in accordance with the MTP and detailed test procedures are completed and Approved by the Authority.		
7.3. BOS Acceptance			
325	Upon the successful completion and Approval of the Operational and Acceptance Testing, the closure of all punch-list items and completion and submission and Approval of all items required for phase closeout, as set forth in in the Agreement, the Contractor shall be given the Acceptance for the BOS Implementation Phase.		
8. Installation Requirements			
	This section details the Requirements for the installation or enablement of the BOS at the primary and Disaster Recovery/Business Continuity sites as Approved by the Authority.		
8.1. Installation Program			
	The Contractor shall develop and provide an installation program or provide service documentation that addresses all aspects of the installation or use of the BOS, including all installation design, submissions and coordination for a COTS based solution or service agreements for cloud-based approaches.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
326	The Contractor shall be responsible for the design, procurement; installation; cabling; configuration; checklist walk through, and testing of all Hardware, Software, Equipment, Interfaces and communications provided as part of the BOS, if required.		
327	The Contractor shall install or enable the BOS at the primary site and CSC locations which meets the specifications outlined in the Requirements and the Approved BOS Installation Plan.		
328	The Contractor shall install or provide the Disaster Recovery BOS and Business Continuity at a location which meets the specifications outlined in the Requirements.		
329	The Contractor shall provide, install or enable and secure all communication lines required for the primary BOS facility, the Disaster Recovery and Business Continuity facilities and Authority's CSC locations.		
330	The Contractor shall provide, install or enable and secure connection points to the BOS as required to accommodate access and communication with Interoperable Agencies and Third-Party Service Providers.		
8.2. Compliance to Standards			
331	The Contractor shall adhere to all implementation standards, applicable laws, ordinances and codes as required, including but not limited to:		
	· the Security Standards;		
	· those from the original Equipment manufacturer;		
	· the National Electric Code (NEC);		
	· the Institute of Electrical and Electronics Engineers (IEEE);		
	· the Occupational Safety and Health Administration (OSHA);		
	· county and city codes, as applicable and		
· the State of California, for areas including but not limited to electrical codes, seismic considerations, calibration, configuration and environmental.			
8.3. Equipment Installation Requirements			
	The Contractor shall be responsible for installation of the BOS, including at the CSC and WICs, as described in these Requirements.		
332	The Equipment installation design and implementation for the BOS and CSC Operations shall include but not be limited to:		
	· all Contractor provided Equipment, including desktop computer environments and phone systems for two (2) permanent Authority personnel, and desktop computer environments and phone systems for an additional three (3) oversight personnel during the mobilization of the facility through Operational and Acceptance Testing;		
	· Interface with and electronically monitor via the PMMS any Authority or Contractor provided emergency power generation at the I-405 CSC and WIC;		
	· furnishing, installing and testing the Interfaces and connectivity between the CSC facility and the BOS;		
	· furnishing, installing and testing the Interfaces and connectivity to the ETTM System;		
	· validating the connectivity to all Interoperable Agencies as described in these Requirements and		
· validating the connectivity to all external Interfaces to Third-Party Service Providers as described in these Requirements.			
8.4. Implementation Checklist Review and Check-off			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Contractor shall complete all implementation activities and Approved Contract Deliverables Requirements prior to the Go-Live date established by the Authority.		
333	The Contractor shall develop a checklist that tracks the progress and completion of all implementation activities for the BOS, CSC Operations and Disaster Recovery.		
334	The checklist shall detail those items required to complete the implementation process for all Hardware, Software, Equipment, Interfaces and communications provided as part of the BOS, including terminations and connections.		
335	The checklist shall be used to identify all discrepancies and exceptions, and the Contractor shall be responsible for all corrections.		
336	The checklist shall be used to document all changes identified, and all such changes shall be Approved by the Authority.		
337	A representative(s) from the Authority shall have the right to observe and Approve the implementation.		
338	The Authority shall have the right to perform independent inspections, and the Contractor shall be responsible for the correction of all discrepancies and deficiencies identified during the inspection.		
339	A copy of the checklist, signed and Approved by the Contractor, attesting to the completeness of the implementation, shall be provided to the Authority upon the completion of the implementation activities.		
9. General Maintenance and Software Support Services Requirements			
9.1. Operations and Maintenance Meetings			
9.1.1. Monthly Performance Review Meetings and Reporting			
	The Contractor shall conduct Monthly BOS Performance Review Meetings with the Authority. These meetings shall provide the Authority with a detailed understanding and review of the Contractor's and the BOS's performance for purposes of receiving guidance from the Authority, Authority oversight, work planning and invoicing.		
340	The Contractor shall manage, facilitate and conduct Monthly BOS Performance Review Meetings with the Authority throughout the Operations and Maintenance Phase. At a minimum, the Project Manager (Implementation Phase), Project Manager (Operations and Maintenance Phase), Software Development Manager and a Contractor's CSC Operations Manager (in-person) shall attend these meetings.		
341	The Contractor shall schedule and conduct the Monthly BOS Performance Review Meeting with the Authority to occur no more than one (1) week after the submission of a Monthly BOS Report package by the Contractor.		
342	Performance reviews, including the provision of all required performance reporting, shall be provided by the Contractor to the Authority beginning one (1) month after Go-Live for the previous month. Any trip volume fee adjustments associated with non-performance shall not be assessed until the fourth month following Go-Live, for the previous (third) month's performance; however, this does not relieve the Contractor of required performance prior to the third month and shall not constitute a waiver of any Authority rights or remedies under the Agreement in this regard.		
343	The Contractor shall ensure all issues are addressed and resolved or are placed on the action item list and scheduled for resolution.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
344	In addition to other invoicing and payment Requirements, the Contractor shall provide the required monthly performance reports to the Authority, including all required information demonstrating actual performance relative to the Requirements, before an invoice shall be considered for payment. The monthly performance reports structure shall be identified in the Maintenance Plan.		
9.1.2. Monthly BOS and Operations Coordination Meetings			
	During the Operations and Maintenance Phase, the Contractor shall conduct bi-weekly meetings to coordinate the ongoing operation of the CSC. The Contractor shall be responsible for scheduling these meetings and topics for the meeting shall come from the Contractor; the Authority may provide additional topics. The Authority may attend these meetings at its discretion.		
345	The Contractor shall manage, facilitate and conduct the Monthly BOS and Operations Coordination Meetings with the Authority during the Operations and Maintenance Phase in order to understand and prepare for supporting the resolution of BOS-related and Toll Facility related issues and other activities which will affect the CSC Operations.		
346	During the Monthly BOS and Operations Coordination Meetings, the Contractor shall address BOS and operational topics for which input is needed from the Authority, including but not limited to reviewing the Contractor's defect tracking report and prioritizing fixes; coordinating Upgrades and Enhancements Approved by the Change Control Board (CCB); reviewing Security Standards and compliance; coordination of scheduled BOS downtime; resolving issues related to personnel and reviewing the Contractor's CSC and WIC support.		
347	The Contractor shall identify all known BOS and operational issues and required discussion topics and provide them to the Authority in advance of the meeting and update the agenda again just prior to the meeting.		
9.1.3. Weekly Coordination and Status Meeting with the ETTM System Contractor			
	During the Operations and Maintenance Phase, there will be a series of working meetings between the Contractor and the ETTM System Contractor to provide details on new and open issues and work through possible solutions. The Contractor shall be responsible for coordinating and scheduling these meetings and topics for the meeting shall come from the Contractor, the ETTM System Contractor and the Authority.		
348	The Contractor shall manage, facilitate and conduct the Weekly Coordination and Status Meeting with the ETTM System Contractor. These meetings shall be for the purpose of coordination on all new and ongoing issues. The Authority shall be invited to attend these meetings.		
349	During the Weekly Coordination and Status Meetings, the ETTM System Contractor shall review the accuracy and sufficiency of reports, review any discrepancies, and to coordinate any changes to the BOS or ETTM System (such as, bug fixes, Upgrades and Enhancement).		
350	The Contractor shall identify all known BOS, ETTM System and operational issues and required discussion topics and provide them to all attendees and the Authority in advance of the meeting and update the agenda again just prior to the meeting.		
9.1.4. Change Control Board Meetings			
	During the Operations and Maintenance Phase, the Contractor shall conduct the CCB Meetings. The Contractor shall be responsible for conducting and scheduling these meetings in accordance with the Authority developed change control process.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
351	The Contractor shall manage, facilitate and conduct CCB Meetings with the Authority (meeting may be combined with the ETTM System Contractor CCB meeting at the Authority's discretion) on an as-needed basis. These meetings shall be for the purpose of providing status, reviewing, Approving and prioritizing BOS changes (such as, Software enhancements, Software Upgrades, Hardware Upgrades, major bug fixes) and operations changes (such as, policies, Business Rules, operational procedures, phone scripts, and staffing).		
352	The Contractor shall solicit and identify all known statuses and input from the Authority regarding the CCB and provide them to all attendees and the Authority in advance of the meeting and in accordance with the Authority's change control process.		
9.2. Safety			
353	The Contractor shall adhere to all applicable safety standards and guidelines for working on or around energized equipment, including but not limited to the following:		
	· The Authority's safety procedures and guidelines;		
	· local code;		
	· State of California, code, standards, safety procedures and guidelines;		
	· Occupational Safety and Health Administration (OSHA);		
	· National Electrical Manufacturers Association (NEMA) and · National Electrical Code (NEC).		
10. Contract Deliverables Requirements List			
	The following table identifies the Deliverables/Submittals which shall be required for this Project. This table is provided for convenience only; it is the Contractor's responsibility to meet all Requirements.		

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offorer S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1. Statement of Work and Requirements							
	The following subsections describe the Statement of Work and the Requirements for the Back Office System (BOS). These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and required database fields. The intent of these "including but not limited to" lists is to indicate to the proposer the intent and scope of the Requirement. During design, the naming and number of items and fields will vary; however, all items and fields shall be addresses by the BOS unless the Contractor is formally relieved of the Requirement by the Authority.						
1.1. Global System Requirements							
	The global System Requirements define the overarching Requirements for the Hardware, Software and system comprising the production and non-production environments of the BOS.						
	The Contractor is encouraged to provide innovative solutions that simplify Maintenance, security and the implementation of Upgrades and Enhancements. The Contractor is permitted to use cloud-based and/or premise-based solutions. During the Operations and Maintenance Phase, the entire technical solution and all Third-Party Service Providers must reside and perform the services within the continental United States.						
	The Contractor will be responsible for acquiring and maintaining the applicable Payment Card Industry (PCI) Standards Security Council Level based on the quantity and value of Credit Card transactions processed. The global System Requirements include Requirements for securing PII in accordance with California statutes, the Authority's privacy policy and National Institute of Standards and Technology (NIST) best practices for general information security.						
	Connecting the BOS to the Electronic Toll and Traffic Management (ETTM) System, Interoperable Agencies inside and outside California and to Third-Party Service Providers requires a wide variety of external Interfaces. Providing for these Interfaces will require the Contractor to use existing Interface Control Documents (ICD) when applicable and develop new/more modern Interfaces at the Authority's direction.						
	Although the initial implementation of the BOS will directly support OCTA's I-405 Toll Facility, the BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily Configured to support these potential additional Toll Facilities.						
	A BOS-provided Performance Management and Monitoring System (PMMS) shall monitor the performance of the BOS and provide incident and work order management capabilities and data points for measuring the Contractor's Operations and Maintenance Phase performance as further detailed in the Maintenance and Software Support Services section of these Requirements.						
1.1.1. Environments							
	The BOS shall include multiple environments as required to complete the design, development, integration, testing, delivery and Acceptance of the BOS and properly operate during the Operations and Maintenance Phase. It is the Contractor's responsibility to provide additional Authority-Approved environments should the ones listed herein be insufficient for the Contractor to deliver the appropriate solution.						
	The operating environment of the BOS shall include, but not be limited to:						
	· the primary BOS;						
	· a secondary instance of the BOS to be used for Disaster Recovery (DR) and to support Business Continuity;						
	· telephony system;						
	· the Interactive Voice Response (IVR);						
	· Automatic Call Distribution (ACD);						
	· systems for all servicing all channels of customer communication;						
	· Desktop Environments installed at the I-405 CSC and WIC Facility;						

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1	· all necessary and required office Equipment (for example, printers, copiers and postage machines);						
	· Desktop Environments and telephony systems for two (2) permanent Authority offices throughout the Term of the Agreement. The telephony systems and Desktop Environments shall include full BOS access and supervisory/manager capabilities related to all customer service communication channels and CSR monitoring applications, and one (1) shared private printer for Authority use;						
	· Desktop Environments and telephony systems for three (3) additional temporary Authority offices/cubicles during mobilization of the Facility and throughout Operational and Acceptance Testing. The telephony systems and Desktop Environments shall include full BOS access and one (1) Desktop Environment and phone system shall include supervisory/manager capabilities related to all customer service communication channels and CSR monitoring applications (in addition to the two (2) permanent Authority offices Desktop Environments and telephony systems);						
	· initial setup, security, and Interface of the I-405 BOS application on desktop computers and peripherals at the OCTA Store WIC (desktop computers and peripherals at the OCTA Store WIC are provided by the Authority);						
	· all network and communications elements; · all required Interfaces and · a data warehouse (Phase II and optional).						
2	The primary BOS server environment shall be located at one or a combination of the following locations:						
	· hosted at a Tier 3 data center facility and · hosted on a well-established cloud service provider.						
3	The primary BOS server environment shall have a dedicated infrastructure such that while hosted at a Tier 3 data center facility or by a well-established cloud service provider, the Authority's dedicated BOS application shall run on dedicated virtual machines and/or containers such that only upgrades to the data center/cloud infrastructure and the Authority's BOS application would potentially affect the uptime of the BOS and there is no possibility of functional or infrastructure upgrades required to service other toll customer's applications would cause any downtime or affect the BOS in any way.						
4	The Contractor shall ensure the BOS is fully operational in accordance with the Performance Measures described in these Requirements, for the Implementation and Operations and Maintenance Phases.						
5	The Contractor shall provide all computing environments required to achieve Commencement of Ramp-up/ Customer Services, including but not limited to:						
	· a production environment located within the continental United States and · a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent;						
6	The Contractor shall provide all computing environments required to sustain the day-to-day operations of the BOS by the Go-Live date, including but not limited to:						
	· a production environment located within the continental United States;						
	· a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent;						
	· a training environment located at the CSC location; · a test environment and · a development environment.						
7	During both the Implementation Phase and the Operations and Maintenance Phase, the Contractor shall not allow any Authority data or customer PII outside of the U.S. Individuals and entities outside of the U.S. shall only have access to the development environment and shall not have access to customer PII.						
8	The Authority shall have logon access to all BOS environments.						

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9	The Contractor shall keep all BOS environments current with all major releases of operating systems, databases, Software and firmware. Releases shall not be more than one (1) release behind the manufacturer's latest major release unless Approved by the Authority. The Contractor shall also make the necessary Software changes required to ensure compatibility with the evolving IT environment.						
10	With the exception of the development and test environments, which may change as part of testing and development cycles, the Contractor shall keep operating systems, databases, Software and firmware consistent across all environments, including, but not limited to configuration and patch level. At least one development and one test environment shall mirror the current production environment at all times during the Operations and Maintenance Phase.						
11	The test environment shall be sufficiently sized to successfully test Software changes and their effect on the production environment, including load and stress testing.						
1.1.1.1. Operating and Computing Environments – Production							
	The Contractor is expected to provide a BOS solution that is a dedicated, hosted and/or cloud-based system and as such should provide for the following operating and computing environment Requirements for production.						
12	The BOS production environment shall use new Hardware and Equipment for any Equipment installed on-premise at Authority's facilities or at a hosting facility.						
13	The BOS production environment shall be a high availability fault-tolerant design configuration of servers, storage, databases and backup systems and connected using high-speed inter-system storage and networking fabric, including any ancillary Equipment necessary to provide a complete production system which meets the Requirements.						
14	In the event of a complete failure of one or more of the components or sub-systems in the BOS production environment, affected components or sub-systems shall failover to the secondary BOS at the DR site. Performance and availability Requirements for the individual components and sub-systems of the BOS shall not be affected.						
15	The design and implementation of the BOS production environment shall ensure no single-point-of-failure exists within the configuration and the BOS shall continue to operate without data loss in the event any single component of the configuration fails.						
16	The operating system used for all servers shall be a multi-user and multi-tasking operating system from a manufacturer that is widely recognized and used in the United States for complex, high-volume database operations.						
17	The operating system shall be compatible with all Hardware, Software and other BOS components for the duration of the Operations and Maintenance Phase, including but not limited to:						
	· the Relational Database Management System (RDBMS);						
	· the Contractor's application Software;						
	· the Contractor's proposed network and communications topology and · all Desktop Environments and peripherals defined in these Requirements.						
18	The operating system shall fully utilize the high availability BOS server architecture.						
19	The operating system shall be the latest stable version at the time of implementation (unless otherwise Approved by the Authority), field-proven and have a clearly documented Upgrade path and be supported by the manufacturer.						
20	The Contractor shall provide a highly reliable and secure RDBMS for the storage of images, user accounts, transaction/trip data, Violation data and all other data.						
21	The RDBMS shall be the latest version at the time of implementation (unless otherwise Approved by the Authority and field-proven to operate in a complex, high-volume transaction environment.						
22	The RDBMS shall be certified with the operating system, appropriate application Software and shall fully utilize the high availability BOS server architecture.						
23	The RDBMS shall support Upgrades to the operating system, applications, memory, processors and other components.						
24	The RDBMS shall have a clearly documented Upgrade path and be supported by the manufacturer.						

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1.1.1.2. Operating and Computing Environments – Disaster Recovery (DR)							
25	For DR purposes the Contractor shall provide a DR computing environment of equivalent size and capabilities to the primary BOS, at a secondary location within the continental United States and in a different time zone from the primary BOS.						
26	The DR environment configuration shall continuously mimic the BOS production environment in terms of configuration and data and shall be capable of performing all functions of the production environment, at the same performance and availability levels described in these Requirements for the primary BOS.						
27	When put into production, the bandwidth provided to the DR site shall provide for the same performance and reduction of latency as the production BOS for both customers and CSC Operations staff.						
28	The DR environment at the DR site shall be capable of being brought on-line and made fully operational in accordance with the Performance Measures.						
29	In the event of a catastrophic failure of the primary BOS, the secondary BOS at the DR site shall be capable of sustaining BOS operations indefinitely, or until such time as the primary BOS can be brought back on-line or a new primary site is identified and made fully operational.						
30	The Contractor shall provide validation that the DR procedures and environment is capable of providing Business Continuity in the event of a catastrophic failure of the primary BOS. This testing shall be coordinated with the Authority and all the results shall be immediately provided to the Authority.						
31	The DR server environment shall be located at one or a combination of the following locations: · a Tier 2 data center facility and · a well-established cloud service provider.						
1.1.1.3. Operating and Computing Environments – Data Warehouse (Phase II and Optional)							
	The data warehouse provides for the running of data analytics (Business Intelligence) reporting. It also allows the Authority to either directly or upon request to the Contractor, query data and run reports without having to compete for production reporting resources. The data warehouse environment stores all required data (to be defined during the Implementation Phase) from the BOS.						
32	The Contractor shall provide, as part of the production environment, a separate data warehouse environment for business intelligence and analytics reporting.						
33	The data warehouse shall be dedicated, and the required general reporting shall not depend on the data warehouse in any way.						
34	The Contractor shall be responsible for the design and testing of the extract, transform and load (ETL) process from the BOS during the Implementation Phase and the transfer of data after Go-Live throughout the Operations and Maintenance Phase.						
35	The Contractor shall provide validation that all data transferred to the data warehouse is complete and accurate.						
36	The data warehouse environment shall be updated from production in near-real time.						
37	The data warehouse environment shall be capable of being updated via an ETL process from the production System via a one-way replication.						
38	Because the data warehouse is Phase II functionality, if the option is executed, at start-up of the data warehouse the Contractor shall extract all applicable historical data from the BOS. The design of the data warehouse database schema, ETL process and the data analytics application shall be part of a post Go-Live, Phase II task.						
1.1.1.4. Operating and Computing Environments – Training							
39	The Contractor shall provide a non-production training environment, independent from the production and DR environments, to support the initial and ongoing training of the CSC Operations and Authority's personnel.						
40	The training workstation environments shall be located at the CSC site unless the Contractor can submit and gain Authority's Approval of an alternative location.						

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41	The training desktop environment shall replicate the production Desktop Environments, including all peripherals as dictated by the position being trained.						
42	The number of training stations shall be determined by the Contractor to meet the training needs in accordance with the CSC Operations and Facility Mobilization Plan and on-going remedial and new training of personnel.						
43	The Contractor shall provide the capability to restore training environment databases and to periodically refresh the training environment data from the production BOS, using data cleansing procedures Approved by the Authority.						
1.1.1.5. Operating and Computing Environments – Test							
44	The Contractor shall maintain a BOS test environment that matches the BOS production environment configuration for the purpose of testing and verifying software Enhancements and Upgrades prior to being put into production.						
45	At the Authority's request, the Contractor shall provide access to the test environment for independent testing and verification to software Enhancements and Upgrades prior to being put into production.						
46	To the extent possible, the test environment shall interface directly to Third-Party Service Providers and Interoperable Agency test and/or production systems. For example, the DMV and ROV Interfaces.						
1.1.1.6. Email, Chat, Fax and Text Messaging							
47	The Contractor shall provide the capability for manual, scheduled and system triggered outbound/inbound email (including email attachments) and texting that meets the outbound/inbound correspondence Requirements.						
48	The Contractor shall provide the capability for outbound/inbound fax that meets the outbound/inbound correspondence Requirements.						
49	The Contractor shall provide the capability for chat sessions that meets the Requirements.						
50	The Contractor shall provide the capability for multiple outbound domain name emails to avoid spam blocks or may provide an alternative solution.						
51	The Contractor shall provide the capability for Authorized Users to view system-generated status information for electronic messages (such as, email, texting or fax) that are sent from within the BOS application. For example, an Authorized User (e.g., customer service representative) verifies that email messages have been successfully sent from the BOS.						
1.1.1.7. Hardware, Software and Other Equipment							
52	The Contractor shall provide completely new Desktop Environments for all CSC Operations personnel.						
53	The Contractor shall integrate with the BOS all Authority provided or procured 6c transponder readers/programmers for use in the CSC.						
54	The Contractor, with the Approval and assistance of the Authority, shall procure any 6c readers/programmers required for the CSC on a cost pass-through basis.						
55	All Hardware and Software shall be new, commercially available products currently in production, of the latest design/version at the time of purchase (unless otherwise Approved by the Authority) and field-proven in high-volume revenue operations, including but not limited to: · Hardware; · Software; · firmware and · other supplies, Equipment or components.						
56	All Hardware and Software shall be obtainable from multiple sources readily available to the Authority, unless otherwise Approved by the Authority. An exception to this may be the Contractor's custom-developed Software.						
57	The Contractor shall provide a dated invoice for all materials procured under this Agreement. Shipping bills shall be retained and copies furnished to the Authority along with the invoice on which they appear.						

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58	All commercial Software provided as part of the BOS shall be enterprise class. Enterprise class applications are designed to be robust and scalable across a large organization and are customizable to meet the specific needs of the BOS. Note: Do not construe this to require enterprise level software licenses. It is the Contractor's responsibility to provide the proper level of software licensing.						
59	The solution furnished and installed shall be appropriately sized for capacity, as required to support growth in traffic volumes. It also shall be scalable, allowing for additional transactions/trips, images and Toll Facilities to be added for all BOS functions while continuing to meet the Performance Measures.						
60	The Contractor shall use field-proven Hardware, Software and Equipment configurations that support future Upgrades to processors, memory, storage, operating system, database and other system components.						
61	Licenses and Software media (or online access for downloading media) shall be provided to the Authority for all Hardware, third-party Software and firmware procured, furnished and installed as part of the BOS.						
62	The Contractor shall retain authorized copies (backups) for all Software media as required for use in periodic BOS Maintenance, Upgrades or system restores for a minimum of one year.						
63	All Hardware and Equipment provided to support BOS and CSC Operations shall be networked and fully integrated with the functional BOS (including PMMS) and the Desktop Environments.						
64	The standard Point of Sale devices shall support Europay, MasterCard and Visa (EMV) chip integrated circuit card and contactless Near Field Communication (NFC) devices. The Contractor shall ensure compliance with EMV chip guidelines for chip card transactions and International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 18092 specifications for contactless NFC transactions.						
65	Check scanners (for remote deposit capture) shall include, but not be limited to:						
	· high accuracy Magnetic Ink Character Recognition (MICR) rate;						
	· compliance with "The Check Clearing Act for the 21st Century" (Check 21);						
	· check defacement features and						
	· alphanumeric Optical Character Recognition (OCR) A & B font recognition.						
1.1.1.8. Network, Communications, Telephony, Security and Surveillance							
66	The Contractor shall provide all required network Equipment and communications lines (including all installation and recurring costs throughout the Term of the Agreement) to connect the CSC and BOS to all required users and systems with sufficient bandwidth to meet all Requirements at no additional cost to the Authority, including:						
	· secure dedicated and redundant Interface connections for all BOS to CSC personnel communications;						
	· remote Contractor personnel;						
	· work-at-home Contractor personnel (under certain Business Continuity procedures);						
	· secure dedicated and redundant Interface connections for all Contractor designated Third-Party Service Providers;						
	· all Contractor provided BOS environments;						
	· secure dedicated and redundant Interface connections for customers accessing the BOS or CSC via telephony, IVR, Self-Service Website, Self-Service Mobile Application (Phase II and optional) and all other channels;						
· secure dedicated and redundant Interface connection to ETTM System at 4301 W. MacArthur Blvd, Santa Ana, CA 92794;							
· secure dedicated and redundant Interface connections for the OCTA Store WIC location at 600 S Main St, Orange, CA 92868 via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary Equipment at the OCTA Store WIC location;							

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	<ul style="list-style-type: none"> secure dedicated and redundant Interface connections for Authority's staff locations from various locations via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary Equipment at the Authority staff locations and secure dedicated and redundant Interface connections for all Authority designated Third-Party Service Providers via secure public VPN (or other Authority Approved Interface). OCTA or others will provide all necessary Equipment at the Third-Party Service Providers locations. 						
67	The Contractor shall provide the telephony systems for all CSC Operations personnel at the CSC and the collocated WIC. Note: The telephony system at the OCTA Store WIC at 600 S Main St, Orange, CA 92868 will continue to be provided by OCTA.						
68	As part of the Implementation Phase, the Contractor shall provide and install all network Equipment and communications as required to meet the Requirements.						
69	The Contractor will assume Maintenance, administration and Upgrade of all network Equipment and communications to service the BOS and CSC throughout the Operations and Maintenance Phase.						
70	The network connection to the ETTM System shall be of sufficient bandwidth to support the transfer of images, transactions/trips, Transponder Status Lists and other required files.						
71	The Contractor shall increase throughput and bandwidth as needed to eliminate system latency and meet the Requirements.						
72	The Contractor shall provide network monitoring Software to monitor all Contractor provided and Authority provided infrastructure, network Equipment and communications related to the BOS and CSC. All network notifications and alarms shall be reported to the PMMS.						
73	The Contractor shall provide the capability for time synchronization to one or more certified time server(s). The Contractor shall provide for redundant certified time sources should the primary source be unavailable.						
74	The Contractor shall ensure exact synchronization with the ETTM System.						
75	The Contractor shall provide secure remote access to the full capabilities of the BOS for Authority Authorized Users working remotely.						
76	The Contractor shall be responsible for ensuring that all BOS networks and communications are compliant with the Security Standards.						
1.1.2. BOS Functionality							
	The BOS functionality Requirements begin with the design of a GUI to the BOS. Through the GUI, Authorized Users (from within the CSC) and customers (accessing via the Self-Service Website, and Self-Service Mobile Application (Phase II and optional)) will access a user account and other information within the BOS. This section of the global Requirements also includes Requirements for establishing and controlling user access to the BOS, logging and security controls and maintaining efficient databases through regular purging and archiving of stale records in accordance with the Security Standards.						
1.1.2.1. Graphical User Interface (GUI)							
	The GUI design must include accepted computer industry design standards for ease of readability, understanding and appropriate use of menu-driven operations, user customization and intuitive operation. The GUI should allow for efficient action by CSR or customer minimizing screens and clicks to modify.						
77	The Contractor shall provide a secure, browser-based GUI for the BOS application, Self-Service Website, and all external Interfaces.						
78	The Contractor shall provide for secure communications with the BOS application, all customer portals and all external Interfaces, such as Hypertext Transfer Protocol Secure (HTTPS) or similar.						
79	The GUI shall adhere to accepted development standards and specifications, including but not limited to World Wide Web Consortium (W3C) and HyperText Markup Language (HTML) Version 5 or current standard.						

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80	The Contractor shall follow Payment Card Industry Data Security Standard (PCI DSS) and standard security practices in the design of the GUI for the BOS application, all customer portals and all external Interfaces.						
81	The GUI design and development shall incorporate human factors and usability engineering and be optimized for speed, as well as provide the following controls, including but not limited to:						
	· menus (such as pull down, popup, cascading, leveling, etc.);						
	· allowing for multiple windows within the application, such as to navigate back without having to re-enter a user account;						
	· informational messages;						
	· positive feedback;						
	· exception handling and error dialogs, including logging the error (in the PMMS);						
	· control icons, links and action buttons;						
82	Data entry screens shall have Configurable mandatory fields that require data entry prior to continuing through the process.						
83	The Contractor shall provide field-level validation and format verification upon existing data fields applicable to pre-defined formats or standards, including but not limited to:						
	· alpha-numeric;						
	· date;						
	· time;						
	· special characters;						
	· length;						
	· license plate number (based on individual issuing Jurisdiction rules) fields;						
	· transponder numbers;						
	· telephone number;						
	· email address;						
84	The Contractor shall provide field-level "tooltips" or other interactive help, Configurable by the system administrator, that provide specific guidance on any field presented, including but not limited to:						
	· alpha-numeric fields;						
	· date fields;						
	· time fields;						
	· special characters;						
	· username and password;						
	· length restrictions;						
	· license plate number (based on individual issuing Jurisdiction rules) fields;						
	· transponder fields;						
	· telephone number fields;						
	The Contractor shall provide the capability for Authorized Users to maintain drop-down lists, including but not limited to:						
	· add items;						
	· deactivate items;						

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85	<ul style="list-style-type: none"> · set effective activate and deactivate times; · modify items; · toggle item visibility on/off; · set the display order; · change the display order; · set the default value and · change the default value. 						
1.1.2.2. BOS Application Requirements							
86	The Contractor shall provide navigation optimized for speed and with identical screen presentation and user experience, regardless of the browser used. The BOS application shall detect and advise if the browser being used is out-of-date or not supported, as well as instruct where updates can be obtained.						
87	Help menu/dialogue box shall be provided for each screen, each editable field and each selectable option within each screen.						
88	The Contractor shall provide workflow and application help menus that integrate seamlessly into the user interface.						
89	The Contractor shall provide help menus that provide clear descriptions and walk-through procedures for all standard tasks.						
1.1.2.3. User Accounts, User-Roles, User-Role Management and Controls							
	User account management and role management is an important component to the overall security of the solution. Authorized Users are Approved users that have role-based credentials to access the BOS as an employee of the Contractor, employee of the Authority, Third Party Service Provider, or contractor of the Authority.						
90	Authorized Users shall access the BOS using an authenticated, role-based login and be uniquely identified and authenticated using a strong password policy.						
91	The Contractor shall provide the capability for only privileged accounts to use tools with administrative capabilities conforming to the concept of least privilege.						
92	Allow for full integration with Microsoft Active Directory (AD) or similar access system Approved by the Authority so users are not required to enter separate passwords for system access (the BOS shall prompt users for their credentials and not allow pass-through authentication), and that all rules for password security (for example, characters or rotations) are enforced and passed between the network and the application.						
93	The Contractor shall provide the capability to create (Configurable) BOS user accounts.						
94	The Contractor shall provide the capability to create a new user account having the same role/rights as an existing user account.						
95	The Contractor shall provide the capability to allow first name, middle name and/or last name to be changed without having to create a new user account, such as to correct an error or make a change because of marriage or divorce.						
96	The Contractor shall provide the capability to search for Authorized Users using Configurable criteria.						
97	The Contractor shall provide the capability to track user accounts created dates and disabled dates information, since user accounts may be enabled and disabled repeatedly over a period of time (because of leaves of absence, etc.).						
98	The Contractor shall provide the capability to search and view all information about a user account on a particular date and time.						
99	The Contractor shall provide the capability to control all access rights within the BOS through the assignment of user-roles.						
100	The BOS shall prevent the direct assignment of rights to an Authorized User, and all rights must flow from a user-role.						
	The Contractor shall provide the following user-role capabilities, including but not be limited to:						
	<ul style="list-style-type: none"> · allow Authorized Users to belong to multiple user-roles; 						

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101	· allow the deactivation of a user-role, provided no active Authorized Users are assigned to that role;						
	· ensure modifications to roles are immediately propagated through the BOS and to all Authorized Users currently assigned to the role;						
	· prevent BOS access to users who are not assigned to a user-role and						
	· provide a built-in "read-only" capability that can be added to any user-role, allowing user accounts assigned to that role to view information on the screen and print reports (but not make changes).						
102	The Contractor shall provide the capability for an Authorized User to view the summary of permissions of a user created with multiple user-roles.						
103	The Contractor shall provide the capability for Authorized Users to manage user-roles, including but not limited to:						
	· create new user-roles;						
	· change access rights;						
	· assign and un-assign user-roles to user accounts;						
	· assign and un-assign user accounts to user-roles;						
	· adjust user-roles and deactivate user-roles.						
104	The Contractor shall provide the capability for Authorized Users to manage multiple levels of access control based on user-roles, including but not limited to:						
	· broad functional level, for example, user-role X is denied access to the user account management functionality;						
	· detailed functional level, for example, user-role Y is allowed access to the user account management functionality but denied access to close user accounts function and						
	· field level, for example, user-role Z is allowed access to the user account management functionality but denied access to the tax-exempt checkbox.						
105	The Contractor shall provide the capability for Authorized Users to deny/allow access or allow read-only access, based on user-roles, including but not be limited to:						
	· specific menus;						
	· specific items on a drop-down list;						
	· specific individual screens;						
	· specific functions on a screen;						
	· specific fields within a specific screen;						
	· specific types of transactions/trips;						
	· specific processes;						
	· specific reports;						
	· specific activities based on account status;						
	· specific search capabilities;						
	· specific transaction/trip approval privileges;						
	· specific workstation location access;						
· specific workstation time restrictions and							
	· specific time restrictions.						
106	The Contractor shall provide the capability to configure Flags as part of a user role definition, so they can be viewed based on user-roles.						
107	The Contractor shall provide the capability to send Alerts to the PMMS for logging and notification based on the assignment/removal of a specific user-role (Configurable as new user-roles are created).						
108	The Contractor shall provide the capability to search for all Authorized Users with a specific role and all user accounts with a specific access right.						

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109	The Contractor shall provide the capability to search and report on user-roles for a particular date, distinguishing between an active user account (able to access information according to its roles) an inactive user account (temporarily unable to access information because of a locked password or expired from lack of use) and a disabled user account (a user account no longer able to access information because of the intervention of an Authorized User).						
110	The BOS shall keep a full history of all user-role details with effective dates so the exact rights for a particular user-role can be viewed by Authorized Users at any point in time.						
1.1.2.4. Logging Mechanisms							
	These mechanisms provide chronological recording of system events and user account activities. They also document the sequence of activities that have been affected at any time during a specific operation, procedure or event.						
111	The Contractor shall provide comprehensive, system-wide logging capabilities ensuring every change to a BOS record of any type is logged with a date/time stamp, including the Authorized User (and IP address) that made the change.						
112	The Contractor shall ensure that system clocks are synchronized. For example, Desktop Environments, Equipment, servers, physical security systems and CSC Surveillance CCTV systems.						
113	The Contractor shall provide the capability to log all changes to user accounts.						
114	The Contractor shall provide the capability to log all changes to the Processing Exception List.						
115	The Contractor shall provide BOS reports, including but not limited to: · reports of logged activity by activity type and · reports of logged activity by user accounts.						
116	The Contractor shall create a log when a user-role is assigned, changed or removed from a user account.						
117	The Contractor shall provide screens so Authorized Users can view all log files.						
118	The Contractor shall provide the capability to log and track all user activities and user accounts viewed by specific user account with date, time stamp, and workstation location.						
119	The Contractor shall provide Configurable Alerts to the PMMS for all functions of the BOS which are logged.						
120	The Contractor shall provide logging that includes actions taken within a user account with date and time stamp.						
121	The Contractor shall provide logging of all changes (view, add, delete, modify) to Credit Card information.						
122	The Contractor shall provide logging of all user login attempts, including but not limited to: · username; · originating Internet Protocol (IP) address; · date; · time and · success/failure.						
123	The Contractor shall provide logging of all customer login attempts, including but not limited to: · Uniform Resource Locator (URL); · user account; · browser/platform including version number; · originating IP address; · date; · time and · success/failure.						
124	The Contractor shall provide audit logging capabilities that provides the ability for view access by CSR and/or by account to have the review of users that have accessed the account or Case even if no changes have been logged.						

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125	The Contractor shall create a log of all changes to system configurations or settings and record the user name, date, time and IP address from which the change was made.						
126	The Contractor shall be in compliance with all PCI DSS logging requirements while preventing any logging of Credit Card numbers or card verification value data, including debugging and error logs.						
127	The Contractor shall be in compliance with all PII logging requirements while preventing any logging of PII data, including in debugging and error logs.						
128	The Contractor shall provide the capability to generate an Alert to the PMMS when debugging logs are turned on within the production environment.						
129	The Contractor shall prevent tampering with log file data.						
130	The Contractor shall provide the capability to log and track changes to applications, databases and operating systems.						
1.1.2.5. BOS Security Standards, PCI-DSS, PII and Best Practices							
	The Contractor shall provide security and access controls in accordance with the Security Standards. These Security Standards will evolve as standards, best practices and California statutes evolve over the Term of the Agreement.						
131	The Contractor's approach to BOS and user security shall continually provide adherence to the latest specifications, publications, policies and standards, including but not be limited to: <ul style="list-style-type: none"> · compliance with PCI DSS; · protecting the confidentiality of PII in accordance with the Authority's privacy policy; · protecting the confidentiality of PII in accordance with Section 31490 of the Streets and Highways Code and other applicable California statutes; · protecting the confidentiality of PII in accordance with the recommendations in publication 800-122 from the National Institute of Standards and Technology (NIST) or subsequent versions; · protecting the confidentiality of PII in accordance with California Consumer Privacy Act (CCPA); · protecting the confidentiality of PII in accordance with California Online Privacy Protection Act (CalOPPA); · encryption of data in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices; · protecting the confidentiality of PII in accordance with the California Civil Code Section 1747.08.; · account for information security management risk as described by NIST Cybersecurity Framework special publication 800-39; · conformance to applicable best practices for information security management as described by the ISO/IEC 27000 standards; · the security Requirements and · all California and out-of-state DMV security requirements and standards. 						
132	The Contractor shall Design the System to anticipate that during the Implementation and/or Maintenance Phases the System will become subject to more restrictive digital privacy laws and regulations (for example, similar to European Union General Data Protection Regulation (GDPR)). During Design within the Implementation Phase, the Contractor shall provide documentation (within applicable deliverables) and demonstrate (during testing) the System's preparedness to anticipate more restrictive privacy Requirements.						
133	The Contractor shall establish and maintain a formal, documented, mandated, BOS and CSC Operations information security policy that shall be communicated to all Contractor and Subcontractors personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all Security Standards, applicable laws and regulations, and to address new threats and risks.						
134	The information security policy shall address all removable media except in the context of Contractor's routine back-ups or as otherwise specifically Approved by the Authority, Contractor shall institute strict physical and logical security controls to prevent transfer of BOS data via removable media.						

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135	The Contractor shall provide strong end-to-end encryption for all sensitive information, including PCI and PII stored within databases (at rest) or being transmitted (in-motion).						
136	The Contractor shall use strong encryption methods such as AES FIPS-179 (128 bits and higher) or RSA (2048 bits and higher), or an equivalent if Approved by the Authority.						
137	The Contractor shall provide encryption keys that are considered sensitive information and stored on appropriately secured servers.						
138	The Contractor shall prevent any unauthorized user, system or database administrator from viewing encrypted information in unencrypted form, while providing the capability for Authorized Users to view encrypted information in unencrypted form to perform tasks based on a defined role.						
139	The Contractor shall ensure that no cardholder data, such as Credit Card numbers or card verification value data, is in any BOS environments.						
140	The Contractor shall ensure that no PII data is in the BOS environments other than production, DR and test.						
141	The Contractor shall provide comprehensive user credential controls that are compliant with PCI standards, including but not limited to: · prevent the creation of 'generic' user accounts – all user accounts shall be associated to a specific person. For example, use the unique employee ID as a required field for each user account. Duplicate IDs would be rejected and · prevent a user (role-based) from logging in at two different machines at the same time, while allowing a single user on a single machine to have multiple sessions open at the same time.						
142	The Contractor shall provide the capability to configure different user credential controls for different types of users, including but not limited to: · Authorized Users who will access the BOS; · Third-Party Service Providers that access the BOS via external interfaces and · customers who will access the BOS via the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and the IVR.						
143	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to out-of-date security software and patch versions.						
144	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to all attempted intrusions, virus attacks, ransomware attacks, spamming, denial of service and attempted/successful unauthorized access.						
145	For any Hardware removed from the BOS, the Contractor shall provide a notarized statement, detailing the removal or destruction method used, the data sets involved, the date of destruction, and the company or individual who performed the destruction. The statement shall be sent to the Authority within fifteen (15) Calendar Days of removal of the Hardware. The destruction or erasure of data or information pursuant to this section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization)						
146	The Contractor shall provide a report of all security incidents. The Authority or its third-party designee may, but is not obligated to, perform audits, security tests and intrusion tests of BOS environments that may also include, but are not limited to, interviews of relevant personnel, review of documentation, and/or technical inspection of systems.						
147	The Contractor shall provide for Authority's review any original security reports related to security assessments that the Contractor has undertaken to assess BOS and shall notify the Authority of all security assessments.						
1.1.2.6.	Archival and Purge Control Mechanisms						

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	The Authority is public and, therefore, are subject to the law governing the retention and disposition of information considered as public record. The Requirements for archiving and purging include Requirements for automating these activities in a way that maintains compliance with the Contractor retention schedule that is provided as part of the Contractor's Maintenance documentation, while providing the Authority a method to <u>Approve the disposition of records before they are deleted.</u>						
148	The Contractors archival and purge processes shall be in compliance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.						
149	The Contractor shall provide the capability for fully automated and Configurable storage of historical data (archival) and the permanent deletion of inactive or obsolete data (purging).						
150	The Contractor shall provide the capability to store 100 percent of the BOS electronic information in accordance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.						
151	The Contractor shall provide the capability to store 100 percent of the BOS electronic historical information indefinitely if they have enduring significance to the Authority's activity (i.e., permanent, evidentiary, and/or historical value) in accordance with the retention schedule. All information, other than that prohibited within the Requirements, will be retained for the duration of the Agreement and archived or moved to long-term storage as deemed appropriate during the Implementation Phase to meet all customer and Authority needs for reporting and data access.						
152	Archival and purge routines shall be Configurable for each impacted data element, including but not limited to:						
	· transactional data;						
	· all formats of customer PII data;						
	· Images (Violations-related and I-Toll-related);						
	· documents;						
	· Notifications;						
153	· BOS logs and						
	· third-party provided files.						
154	The Contractor shall provide the capability to archive data on a monthly interval.						
155	The Contractor shall provide the capability to purge archived data on a periodic basis.						
156	Authorized Users shall have the capability to request retrieval of archived data through the Contractor's ticketing system included in the PMMS.						
157	All archived data shall be stored on permanent, long-term storage media and shall be maintained at a secure Authority Approved third-party commercial data storage facility.						
158	Servers shall retain transaction/trip and summarized data, all images and BOS logs online for a specified period of time and then archive that data.						
159	Data shall be purged in accordance with the data retention schedule.						
160	The Contractor shall provide the capability to notify the BOS Maintenance personnel via the PMMS a Configurable number of days in advance and require Authorized User approval for when archival and purging jobs are to be executed, including but not limited to data elements impacted, date range applied and data size impact.						
161	After successful archival of data and confirmation via the PMMS, the deletion of online data shall be automatic, without user intervention and shall generate a message to be transmitted according to the PMMS rules. Absolutely no transactions/trips shall be deleted unless confirmed to be successfully archived.						
162	The BOS servers shall be sized to accommodate for the restoration of selected archived data (one -year minimum).						
1.1.3.	Authorized Users shall be able to generate queries from the restored data.						
	Interfaces						

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	The Contractor is responsible for working with the Authority, Interoperable Agencies/California Toll Operators Committee (CTOC) and Third-party Service Providers in designing, developing, documenting, testing and implementing all required Interfaces and portals.						
1.1.3.1. General Requirements for External Interfaces							
	Electronic Interfaces are required to provide BOS connectivity. The technical specifications for these Interfaces are documented in ICDs that have either already been developed by the Authority or shall be developed by the Contractor. The ICDs include Requirements for data format and transmission, criteria for acknowledgement and validation of transmitted data and procedures for recording and reconciliation as appropriate for each Interface.						
163	The Contractor shall develop new or comply with existing electronic Interfaces at the direction of the Authority.						
164	The Contractor shall provide for guaranteed transmission of data for all Interfaces and portals.						
165	The Contractor shall provide for 100 percent reconciliation of the transmitted and received data and files.						
166	The Contractor shall provide the capability for Authorized Users to access and view the contents of files, including compressed or encrypted files, which are received by the BOS and transmitted by the BOS in a readable format. Authorized Users shall have the capability to save the contents of such files.						
167	The Contractor shall provide the capability for sending real-time Alerts to the PMMS for Interface and data transmission failures, including but not limited to:						
	· real-time dashboard for managing and monitoring Interfaces;						
	· workflow user Interface for managing and monitoring steps within each Interface;						
	· status and history of executions;						
	· comprehensive scheduling of file transmissions;						
	· tools for viewing data and/or contents of files received via Interfaces and portals (compressed or encrypted);						
168	· comprehensive reporting for transmitted and received data and files;						
	· tight integration with the PMMS and notification of failed transmissions and						
	· capability to manually execute a failed transmission.						
	When using File Transmission Protocol (FTP), the Contractor shall utilize Secure File Transmission Protocols (SFTP) for the transfer of data and/or files via Interfaces and portals.						
169	The Contractor shall provide the capability to transmit and receive multiple files during each scheduled batch.						
170	The Contractor shall provide the capability to transmit and receive multiple full and incremental files in a day.						
171	The Contractor shall utilize file naming conventions that prevent the over-write of data and/or files. For example, include the date and time of transmission.						
172	The Contractor shall provide file handling and processing methods that provide for a complete log of the data and/or file transfer process.						
173	The Contractor shall validate records and identify errors in the received data and/or files, including but not limited to:						
	· mandatory fields;						
	· data formats;						
	· data validity (for example, user account number not found in the BOS);						
	· duplicate records;						
	· unexpected response;						
174	· checksum/record count verification and						
	· incorrect status.						
174	The Contractor shall provide the capability to correct and re-transmit data and/or files (the process shall be automated to the extent possible).						

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175	The Contractor shall provide the capability to process re-transmitted data and/or files.						
176	The Contractor shall provide the capability to transmit the error details to the transmitting entity, as well as record it in the PMMS.						
177	The Contractor shall provide the ability to identify missing records/transactions/images and request the transmission of such missing records/transactions/images.						
178	The Contractor shall reconcile the transmitted records to the records received and accepted by the receiving entity.						
179	The Contractor shall provide the means to identify Interface issues by validating the file transmission process, including but not limited to:						
	· creation and transmission of data and/or a file at the scheduled time, even if there are no records to transmit;						
	· determination if the data and/or a file was transmitted or received at the scheduled time;						
	· creation of Alerts to the PMMS if data and/or a file was not created or received at the scheduled time;						
	· creation of Alerts to the PMMS if received data and/or a file was not acknowledged;						
	· creation of Alerts to the PMMS if records in the received data and/or file had errors when processed;						
180	The Contractor shall provide data and/or file transmission and reconciliation reports as described in these Requirements.						
	All responses received from third-party Interfaces and all actions required of the third-party to a file transmitted by the BOS shall be associated with the original transaction, including but not limited to:						
	· Violation data and images;						
	· images of check copies for a payment;						
	· Notifications to customers transmitted by the Collection Agency;						
	· comments and dispositions transmitted in the response file and emails received from the customer related to a specific transaction/trip or Violation.						
181	The Contractor shall provide the capability for Authorized Users to obtain the history of updates to a transaction/trip.						
182	The Contractor shall provide a dashboard that tracks the progress of data and/or file transmissions through each stage and their acknowledgements by the receiving entity, including but not limited to:						
	· transactions/trips eligible for transmission;						
	· file and/or data created with file name;						
	· file and/or data transmitted;						
	· file and/or data received;						
	· file and/or data accepted;						
	· file and /or data rejected;						
	· file and/or data re-transmitted;						
	· number of records in the file and/or data set;						
· number of unique user accounts and number of failed records.							
183	The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to file and/or data transmission for each Interface. For example, scheduling the time-of-day that a specific file is transmitted.						
184	The Contractor shall monitor the disk capacity where files and/or data are deposited and send an Alert to the PMMS and third-party entities (if applicable) if folders are near capacity (Configurable) or full.						

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186	The Contractor shall provide the capability to automatically archive successfully processed data and/or files after a number of days (Configurable).						
187	The Contractor shall provide the data to reconcile file transmissions.						
188	The Contractor shall conform to any existing ICDs, including any updates required at the time of design and develop all new ICDs that are required to be developed. It is the Contractor's responsibility to ensure all ICDs (including existing) are accurate, updated and meet the Requirements of the BOS before developing the Interfaces. Standards-based Interfaces shall be used when available and all Interfaces shall be Approved by the Authority.						
189	Where the Third-party Service Provider currently supports or is willing to develop a more modern and current interface, the Contractor shall be responsible for developing the ICD or using the ICD to develop the new interface as directed by the Authority.						
190	The Contractor shall implement required updates to Interfaces at the direction of the Agencies at no additional cost to the Agencies.						
1.1.3.2. Interface to the ETTM System							
	This interface connects the BOS with the ETTM System for transmitting transactions/trips, images, toll rate information, transponder files, license plate files and other data to the BOS for processing and for transmitting various data back to the ETTM System.						
191	It is anticipated that the BOS shall receive, process and store an average of four (4) transactions per trip, including both Toll Collection Enforcement Site (TCES) and Toll Transponder Read Site (TTRS) transactions.						
192	If the BOS implementation requires an update to the ETTM System ICDs, the Contractor shall develop the new ICD and coordinate all design, development and testing with the ETTM System Contractor.						
193	The ETTM System ICDs may include many data fields, including but not limited to:						
	· trip transaction ID;						
	· trip ID;						
	· timestamp for when the trip started;						
	· amount of time that was being allotted for travel from the pricing sign to the Toll Zone;						
	· Occupancy Setting applied for the overall trip;						
	· Clean Air Vehicle identifier for overall trip;						
	· motorcycle identifier for overall trip;						
	· image-based or a tag-based trip identifier;						
	· total toll rate assigned for the trip;						
	· total toll rate that was in effect at the time of the trip;						
	· primary transponder ID for the overall trip;						
	· license plate number for the overall trip;						
	· Jurisdiction of the license plate for the overall trip;						
	· license Plate Type for the overall trip;						
	· segment identifier;						
	· lane identifier;						
	· lane mode identifier;						
	· Straddle – This is a yes/no type identifier for whether the vehicle was straddling the lane line when it went through the Toll Zone;						
	· timestamp for when the transaction occurred;						
· transponder items below shall be enumerated for each transponder read at the Toll Zone, with all of the subsections being listed for each transponder;							
· transponder ID;							
· timestamp when the transponder was read;							
· transponder status;							
· transponder type;							
· transponder Occupancy Setting;							

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	<ul style="list-style-type: none"> primary transponder identifier; buffered transponder read identifier; spurious transponder read identifier; license plate number selected for the transaction based on confidence values; Jurisdiction of the license plate selected for the transaction based on confidence values; license Plate Type selected for the transaction based on confidence values; OCR confidence; Occupancy Detection System occupancy assigned (if applicable); occupancy assigned; Clean Air Vehicle identifier; motorcycle identifier; vehicle classification; Image items below shall be enumerated for each image captured at the Toll Zone, with all of the subsections being listed for each image: <ul style="list-style-type: none"> file name for the image; camera that took the image; timestamp for when the image was captured; license plate number reported by the OCR/image review system for the individual image; Jurisdiction of the license plate reported by the OCR/image review system for the individual image; license Plate Type reported by the OCR/image review system for the individual image; OCR confidence value for the license plate assigned by the OCR/image review system for the individual image and payment type identifies whether the individual transaction registered as an Image-Based or a Transponder-Based Transaction. 						
194	The Contractor shall Interface to the ETTM System to obtain and acknowledge 100 percent of all transactions/trips, associated transaction and Violation images in accordance with the ICDs to be developed during Project design.						
195	<p>The ETTM System Interface shall be capable of the following Configurable functionality, including but not limited to:</p> <ul style="list-style-type: none"> sending the comprehensive and incremental Authority Tag Status Files and License Plate Status Files (for both the CTOC Agencies' and Interoperable Agencies') in real-time and at scheduled intervals (e.g., every 10 minutes). The BOS shall support sending the Tag Status File and Plate Status File as single file or as separate files; sending Interoperable Agency transponder statuses periodically (incremental and comprehensive) multiple times per day (e.g., every 10 minutes); sending rental car files (incremental and comprehensive) multiple times per day (e.g., every 10 minutes); sending Plate Correction List from customer disputes and audit checks no less than every hour; sending Processing Exception List maintained at the BOS no less than every hour; receiving Transponder-Based Transactions/Trips; receiving Image-Based Transactions/Trips (including license plate number, Jurisdiction, and type, if required) and receiving other files (such as toll rate schedules and variable pricing information). 						
196	The Contractor shall provide the capability to positively acknowledge (ACK) message receipt, negatively acknowledge or reject a message (NACK) and reconcile data transmissions from the ETTM System.						
197	<p>The Contractor shall receive and store color and black and white images for each transaction that comprises the trip, from the ETTM System including:</p> <ul style="list-style-type: none"> ROI image(s) – average of approximately 8KB per image; 						

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	<ul style="list-style-type: none"> full rear image(s) – average of approximately 450KB per image; full rear straddle image(s) – average of approximately 450KB per image and overview image(s) – average of approximately 450KB per image. 						
1.1.3.3. Interface to the Interoperable Agencies							
	This Interface connects the BOS with the Interoperable Agencies for data exchange.						
198	The Contractor shall provide the Interface to WRTO/CTOC Interoperable Agencies and Regional and National Hubs, for the functionality described within these Requirements and in accordance with latest and future WRTO/CTOC ICDs. The Contractor shall support Interoperable agencies that will be on different versions of the WRTO/CTOC ICD throughout the Term of the Agreement.						
199	The Contractor shall provide the capability to obtain and acknowledge 100 percent of all transactions/trips and images from Interoperable Agencies.						
200	The Contractor shall provide the capability to transmit 100 percent of all Interoperable Agency customer transactions/trips and images to their respective Interoperable Agencies.						
201	The Contractor shall provide the capability (Configurable) to transmit the Authority's plaza update (including addition of new plaza facilities) information to Interoperable Agencies.						
202	The Contractor shall provide the capability (Configurable) to receive Interoperable Agencies' plaza update (including addition of new plaza facilities) information.						
203	The Contractor shall provide the capability (Configurable) to transmit the Authority's Transponder Status Lists (TSLs) to Interoperable Agencies.						
204	The Contractor shall provide the capability (Configurable) to receive Interoperable Agency TSLs from Interoperable Agencies.						
205	The Contractor shall provide the capability (Configurable) to transmit BOS customer license plate numbers to Interoperable Agencies.						
206	The Contractor shall provide the capability (Configurable) to receive license plate numbers from Interoperable Agencies.						
1.1.3.4. Interface to California and Arizona DMV							
	This Interface connects to the California, Arizona, Oregon and Nevada DMVs to obtain information (such as name, address, vehicle make/model, CAV designation, VIN) about vehicles which fail to properly pay the toll amount.						
207	The Contractor shall provide and administer a direct DMV Interfaces for the purpose of obtaining for vehicles travelling in the Express Lanes Facility and the placement and release of vehicle Registration Holds, including: <ul style="list-style-type: none"> California DMV; California Temporary License Plate DMV database; Arizona DMV (including Temporary License Plate DMV database if applicable); Oregon DMV (including Temporary License Plate DMV database if applicable) and Nevada DMV (including Temporary License Plate DMV database if applicable). 						
208	Whenever available, the Contractor shall use the on-line DMV Interface allowing for real time look ups and updates. If multiple DMV Interfaces are available to provide the same information, during the Implementation Phase the Authority shall direct the Contractor as to which Interface to implement.						
209	The Contractor shall obtain approval from all DMVs to be a processor for the Authority.						
210	The Contractor shall maintain all security requirements required by all DMVs.						
1.1.3.5. Interface to Rental Car Service Providers							
	This Interface connects to Rental Car Service Providers to exchange transactions/trips, vehicle, renter information, rental agreements and payment information with the BOS, for rental cars that incur tolls on the Authority's Toll Facilities.						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
211	The Contractor shall provide the capability to transmit and receive vehicle information from all rental car companies using a Rental Car Service Providers.						
212	The Contractor shall provide the Interfaces to Rental Car Service Providers for the functionality described within these Requirements and in accordance with ICDs to be developed during Project design.						
213	The Contractor shall provide the capability to schedule and automatically send periodic (Configurable) detailed rental car account toll transaction/trip files to Rental Car Service Providers.						
1.1.3.6. Interface to Tranporation Corridor Agencies (TCA) for the Disposition of Rental Car Trips							
	The Transportation Corridor Agencies (TCA) intends to host rental car plates and transponders and collect tolls on behalf of other CTOC agencies.						
214	The Contractor shall provide the capability to transmit and receive vehicle information from TCA in a separate TSL and License Plate Status File IOP file.						
215	The Contractor shall provide the capability to provide TCA with toll amounts due for the plates and transponders in the rental file and process payments from TCA.						
1.1.3.7. Interface to the Authority's BOS Bank							
	This Interface is to the Authority -provided bank to retrieve all required banking information.						
216	The Contractor shall provide an Interface to the Authority Bank to retrieve, process and store all information required to support the all-electronic BOS bank reconciliation process.						
217	The Interface shall support the use of Positive Pay to deter check fraud.						
1.1.3.8. Interface to California Franchise Tax Board (FTB) Tax Intercept Program							
	This Interface is to the California FTB Tax Intercept Program to provide and receive all required Tax Intercept information.						
218	The Contractor shall provide an interface to the California FTB to retrieve, process and store all information required to support the Tax Intercept process.						
1.1.3.9. Interfaces to Authority's Financial Accounting Systems							
219	The Contractor shall provide an interface to the Authority's financial accounting system for the purpose of issuing accounts payable checks.						
220	The Contractor shall provide an interface to the Authority's financial accounting system for the purpose of recording financial activity to the general ledger.						
1.1.3.10. Interface/Connectivity to Contractor-Provided Services							
	The Contractor shall provide connectivity to service providers for which the Contractor is responsible. The Requirements are not prescriptive as to the Interface type or method.						
221	The Contractor shall provide connectivity to Contractor selected Third-party Service Providers as required to meet the Requirements, including but not limited to:						
	· Collection Agency 1 (Direct Access to BOS is Phase II Functionality);						
	· Collection Agency 2 (Direct Access to BOS is Phase II Functionality);						
	· Customer Satisfaction Survey Provider Subcontractor;						
	· Lockbox Service Provider (optional);						
	· Merchant Service Provider 1;						
	· Merchant Service Provider 2;						
· 3rd Party ROV Lookup for all 50 states (excluding direct connect DMVs), District of Columbia, U.S. Government and							
· Print/Mail House Service Provider (optional).							
1.1.4. Performance Management and Monitoring System							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	The Performance Management and Monitoring System (PMMS) supports BOS Maintenance Requirements for all Hardware, Software and other BOS components by monitoring BOS processes, Equipment, jobs and Interfaces in real-time to identify degradations in performance or availability before they impact end users. The PMMS generates Alerts and creates actionable trouble tickets that can be tracked to resolution.						
222	The Contractor shall provide a PMMS that supports BOS Maintenance Requirements for all Hardware, Software and other BOS components, in accordance with these Requirements.						
223	The Contractor shall provide a PMMS that monitors, Alerts and generates trouble tickets in real-time for all BOS processes, Equipment, jobs and Interfaces, including but not limited to:						
	· communications issues;						
	· electrical power issues;						
	· temperature issues;						
	· Hardware issues;						
	· Software issues or failures;						
	· database issues;						
	· anomalies to the system design;						
	· issues with customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional));						
	· file systems and file system issues;						
	· issues with jobs, processes or data flows;						
	· BOS health – overall and by component;						
	· BOS and application performance;						
	· BOS utilization – disk space, disk IOs, CPU, memory, throughput (Configurable thresholds);						
· security events;							
· Logs;							
· access controls;							
· CSC CCTV Surveillance System and							
· CSC physical security systems.							
224	The PMMS shall provide comprehensive recording capabilities, including but not limited to:						
	· log aggregation (from disparate systems or Modules);						
	· event correlation (cause and effect association);						
	· log shipping and						
· log management functions.							
225	The PMMS shall have the ability to receive success or failure information regarding data management activities, including but not limited to:						
	· backup;						
	· DR data transfer and synchronization status;						
	· data archival and						
· data restores.							
226	The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity triggered by users and systems, including but not limited to:						
	· multiple one-time replenishments coupled with closing of customer accounts;						
	· repeated opening and closing of customer accounts;						
	· refunds over a dollar amount (Configurable) and						
· multiple deposits and refunds on the same customer account.							
227	The PMMS shall monitor that all BOS components have current and up-to-date virus, firewall and spam protection and other security Software that prevent single point of vulnerability from external threats, virus attacks, ransomware, spam protection and unauthorized access.						
	The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity, including but not limited to:						

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228	<ul style="list-style-type: none"> attempted network or system intrusions; attempted malicious attacks and Unexpected changes to security settings on firewalls and other security systems. 						
229	<p>The PMMS shall include, but not be limited to the following capabilities:</p> <ul style="list-style-type: none"> receiving and monitoring status messages for all BOS Hardware and Software; grouping, sorting and filtering by message type, time, Equipment, subsystem, etc.; local trouble ticket manual entry or email entry by users; automatic work order generation; storing data in a relational database to allow for data recovery and flexibility in reporting the raw data (including dashboards and ad-hoc reporting); generating (automatically) monthly performance reports; tracking service requests; assigning priorities and actions to events; notifying (automatically) Maintenance personnel via reports, text and email; assigning trouble tickets to Maintenance personnel; reassigning (manually) trouble tickets to other Maintenance personnel; escalating (automatically) trouble tickets to other Maintenance personnel; recording time of acknowledgement by Maintenance personnel; recording time of acknowledgement by all subsequently assigned Maintenance personnel; recording time of repair; recording time of Equipment recovery; recording completion of service calls; attachment of common document type, such as Microsoft Word, Portable Document Format (PDF), email and screen capture images; providing automatic Alerts for trouble tickets not closed in a specified time; maintaining and tracking repair Maintenance activity; calculating response times, repair times and down time from the data entered by the Maintenance staff and automatically generated by the BOS; accepting and updating trouble tickets from mobile hand-held devices and smart phone entries; role-based security; automatic system exception reporting for all processes that are not running; automatic system workflow exception reporting for all items that are not processing correctly or are hung up in the BOS and providing hard copy reports on issues, failures and trouble resolution status. 						
230	The PMMS shall record all configuration data in a configuration management database, which shall be updated after each system component change, including application of BOS patches.						
231	The PMMS shall provide system Maintenance personnel with screens, dashboards and reports within the PMMS that allows for the verification and monitoring of all processes, programs and scheduled tasks. Failures shall be visible in a PMMS screen accessible to Maintenance personnel. Event and error logs shall be provided to assist Maintenance personnel with investigating problems.						
232	All PMMS screens, dashboards and reports shall be available to Authorized Users from the Authority.						
	<p>The PMMS shall provide Authorized Users with operational, management and performance reports from the PMMS that include but are not limited to:</p> <ul style="list-style-type: none"> summarized and detailed alarm history; Maintenance paging and response history; work order status and tracking; Equipment inventory and life cycle tracking; Equipment availability; preventive and predictive Maintenance; corrective Maintenance; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offorer S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
233	· response and repair times for each of the priorities;						
	· Equipment use history;						
	· Equipment repair history;						
	· total System availability;						
	· sub-System availability for components of the BOS, IVR System, Self-Service Website and Self-Service Mobile Application (Phase II and optional);						
	· Equipment versions, Software versions, firmware versions and serial numbers for all Equipment installed under these Requirements;						
	· incident logs and lost revenue estimates;						
	· performance reports detailing compliance to the Performance Measures;						
	· a detailed list of parts replaced as a result of Maintenance actions;						
	· status of removed parts and Equipment with an aging status for parts under repair or replacement (serial numbers, being repaired in Maintenance shop, purchase replacement part);						
· performance reports;							
· an exceptions report summarizing all unusual or significant occurrences during the period and							
· trend analysis for repetitive failure.							
234	The PMMS shall support the management of preventive/predictive Maintenance schedules.						
235	The PMMS shall provide the capability to automatically generate work orders for preventive/predictive Maintenance tasks.						
236	The Contractor shall provide a PMMS that supports asset management, including but not limited to:						
	· tracking all System Hardware and Software items;						
	· tracking all System Hardware and Software locations;						
	· tracking all System Hardware and Software versions;						
	· tracking all Maintenance and service agreements;						
	· maintaining a list of vendors from which products were procured;						
	· associating the original purchase order number to the individual item;						
	· associating the original vendor to the individual item;						
· associating all warranty information to the individual item and							
· providing an Alert prior to warranty, license, and certification expiration.							
1.2. BOS Maintenance and Support Requirements							
	The Requirements described in this section detail the Contractor's responsibility for providing Maintenance and Software Support Services for the BOS, and associated communications and support to operations, including but not limited to:						
	· Hardware Maintenance (servers, storage, network switches, firewalls, routers, etc.) if required;						
	· network administration;						
	· system administration;						
	· administration of CSC Facility physical security systems;						
	· administration of CSC Surveillance CCTV systems at CSC Facility;						
	· database administration;						
	· Maintenance and Software Support Services;						
	· monitoring services;						
	· on-site desktop and application support services within the I-405 CSC and WIC;						
	· on-site desktop and I-405 BOS application support services at the OCTA Store WIC (OCTA provided Equipment);						
	· support of work at home CSRs and operations during Business Continuity;						
	· application support for the Authority's staff and						
	· BOS security.						
	In delivering the Maintenance and Software Support Services, the Contractor is expected to provide the following services, including but not limited to:						
	· well documented Maintenance schedules and processes;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> change and configuration management; on-site support of the BOS; complete around-the-clock Maintenance of the BOS; significant participation with the Authority's staff, meetings and processes and ample spare parts inventory and support agreements. 						
237	The Contractor shall be responsible for performing all Maintenance activities and fully supporting and maintaining the BOS from Go-Live throughout the Operations and Maintenance Phase.						
238	The Contractor shall provide Maintenance, including but not limited to all Equipment, Hardware, Software, cloud-based systems, and systems provided under this Agreement, including Maintenance associated with the compliance with the terms of the Software warranty.						
239	The Contractor shall provide Maintenance and Software Support Services, including but not limited to: monitoring; preventive; predictive; corrective, and emergency Maintenance and Software Support Services, as well as any required and planned Upgrades and Enhancements to be performed on any and all BOS elements.						
240	To ensure BOS performance is optimized, all system administrative functions, if not otherwise automated, shall be performed at regular, scheduled intervals as part of the preventive Maintenance and Software Support Services in accordance with the Maintenance Plan.						
241	The Contractor shall administer, maintain (as required in conjunction with Authority paid Maintenance agreement) and be the point of contact for all Authority provided and paid for Equipment, systems and Maintenance agreements, including uninterruptable power Equipment, power generators, CCTV Surveillance and physical security systems at the I-405 CSC and WIC Facility.						
242	The Contractor shall provide on-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.						
243	The Contractor shall provide support for work-at-home CSRs and operations and in accordance with the Approved Disaster Recovery and Business Continuity Plans. For example, during an event similar to the COVID-19 outbreak.						
244	<p>Continuous monitoring of BOS operations shall be performed to verify its functional, processes are being executed as scheduled and that the BOS is operating per Performance Measures. Continuous monitoring shall include but not be limited to:</p> <ul style="list-style-type: none"> verifying system alarms and Alerts; verifying processes/programs/job have successfully completed as scheduled; evaluating sample transactions data and aggregate data trends for exceptions; confirming trip/transaction and image transmission to and from the ETTM System; performing routine diagnostics; reviewing comparative reports to identify potential system degradation; confirming successful data transfer, such as the TSL; confirming data transmission to and from external Interfaces; correcting identified performance issues; confirming primary and DR systems are synchronized; monitoring backups; database administration and monitoring; general System health; evaluating storage Requirements and reviewing error logs and Alerts. 						
245	The Contractor shall validate that all BOS components obtain virus protection and security updates as soon as they are available.						
246	The Contractor shall provide advance Notice and obtain Approval when purging jobs that permanently delete data from the system are to be executed, including but not limited to: data elements impacted, date range applied and data size impact.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
247	The Contractor shall re-establish or re-install system files, programs and parameters, as required, following a failure or damage to the system and return the BOS to a fully- operational condition.						
248	The Contractor shall maintain and test up-to-date Software backups (all system Software and data) in accordance with the Maintenance Plan that is secure and protects the integrity of the data.						
249	The Contractor shall provide backups performed on physically separate Hardware and Software from the data being backed up.						
250	The Contractor shall maintain accurate Equipment inventory status and update status.						
1.2.1. BOS Hardware Maintenance							
251	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade all BOS environments to maintain a high-level of performance, reliability and provide for the implementation of the manufacturer's current system and security firmware/Software. These Upgrades shall be accounted for in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.						
252	During the Operations and Maintenance Phase, the Contractor shall Upgrade the Desktop Environments and office Equipment no less than every three (3) years to maintain a high-level of performance and reliability. These Upgrades shall be accounted for in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.						
253	BOS Hardware Maintenance shall include but are not limited to:						
	· BOS servers, storage devices, backup devices and network Equipment at the primary BOS site, including all production and non-production BOS environments as required;						
	· BOS servers, storage devices, backup devices and network Equipment at the BOS DR site;						
	· all Contractor-provided desktop Hardware and peripherals;						
	· all Hardware and peripherals that interact with the BOS to the extent that the Contractor-installed Software or applications are negatively affecting the operation of the peripheral;						
· all CSC office Equipment. For example, copiers and printers and							
· IVR, ACD and telephony systems.							
1.2.2. BOS Network System Maintenance							
254	Any Maintenance and/or replacement costs shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement unless explicitly noted.						
255	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade the network Hardware to maintain a high-level of BOS reliability and provide for the implementation of the manufacturer's current system and security firmware/Software. These Upgrades shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.						
256	The Contractor shall maintain and monitor the BOS network, including connection of the primary and DR BOS locations.						
257	The Contractor shall proactively monitor the WAN network, its connections and its components to respond to any fault or problem.						
258	The Contractor shall monitor all communications with interfacing systems and Third-Party Service Providers.						
259	The Contractor shall monitor all network Alerts and alarms, as well as detect intrusion attempts and prevent intrusions.						
260	The Contractor shall perform the necessary support services required of the Interoperable Agencies in order to keep day to day operations and transfers current, such as operating system Upgrades.						
261	The Contractor shall Upgrade and Update the network security and provide the required Software and monitoring tools to ensure the BOS is always in compliance with the Security Standards.						
1.2.3. BOS Administration and Software Support Services							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offcor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
262	<p>The Contractor shall include in their Price Proposal all administration, system Maintenance and Software Maintenance costs. The Authority shall only pay for items that are explicitly identified as being paid for by the Authority. Software modifications required to maintain and support the BOS as a part of the normal course of business shall not be considered Upgrades or Enhancements paid for by the Authority. These modifications include but are not limited to:</p> <ul style="list-style-type: none"> · Updates the System to keep up with and support new mobile devices, mobile browsers, desktop browsers and operating systems, mobile and desktop customer experience trends, mobile payments, trends in mobile device and desktop navigation techniques, as well as updated look and feel for the Self-Service Website and Self-Service Mobile Application (Phase II and optional); · version changes; · configuration or parameter changes; · all changes to Interoperable or CTOC ICDs and related reports; · all changes to ICDs and interfaces to Contractor-selected Third-Party Service Providers; · minor changes to reports, Software or code; · Software modifications required to ensure BOS is compliant to existing Security Standards and changes for the Contractor's benefit that improve the Contractor's ability to maintain and support the BOS and to meet the Performance Measures. 						
263	<p>The Contractor shall provide Maintenance and Software Support Services for all elements of the BOS, including but not limited to:</p> <ul style="list-style-type: none"> · operating systems; · databases; · BOS application Software; · third-party Software; · Software change management; · Software configuration management and · Software version control. 						
264	<p>The Contractor shall maintain all secure website certificates for all websites, including the website serving the Authority managed content, if required.</p>						
265	<p>The Contractor shall provide Maintenance and Software Support Services that include monitoring, preventive, predictive and corrective action to ensure BOS performance is in accordance with Requirements. This shall include but is not limited to:</p> <ul style="list-style-type: none"> · any daily, weekly or periodic Maintenance required to maintain the BOS at required performance levels (such as, indexing and tuning databases and archiving and purging); · third-party Software or firmware patches, updates and Upgrades, as required and to be compliant with Security Standards, including but not limited to: performing security Software Upgrades, database Upgrades and operating system Upgrades; · Approved adjustments and updates to the BOS data based on a criteria and conditions Approved by the Authority to correct failures and issues; · monitoring of error logs and system logs; · Maintenance of back-ups and backup Software; · Maintenance of all BOS environments; · installation of new Software and confirmation of successful installation; · verify data replication to DR site is occurring as configured and replication is not drifting beyond an acceptable threshold; · verify time synchronization is occurring as configured, and system clocks are not drifting or otherwise incorrect; · modifications to IVR call flow needed to correct routing and call flow problems identified during normal operations; · creation of ad-hoc reports requested by the Authority; · generation of queries as requested by the Authority; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> analysis of data as requested by the Authority and modifications to the Self-Service Website and Self-Service Mobile Application (Phase II and optional) to keep up-to-date with the Authority's policies and general information. 						
266	<p>Software support services shall include monitoring and corrective action to ensure BOS performance is in accordance with Requirements, to include database management and operation. This shall include but is not limited to:</p> <ul style="list-style-type: none"> investigation and analysis of errors and exceptions and taking corrective action, including correcting the problem and reprocessing the data; monitoring notifications and initiating corrective actions on application programs to meet Requirements; updates to the BOS to support Upgrades to Hardware or third-party Software and updates to the BOS to support all changes to Business Rules and BOS Configurable parameters and deploy changes in production. 						
267	The Contractor shall monitor, Upgrade and Update the BOS is always in compliance with the Security Standards.						
268	The Contractor shall ensure Maintenance does not conflict with or cause interruption in service or cause substandard service to the Authority or its customers.						
1.2.4. Payment Card Industry (PCI) Security Standards and Compliance							
	The PCI Security Standards Council is responsible for the development, management, education and awareness of the PCI Security Standards, including the PCI DSS, Payment Application Data Security Standard (PA-DSS). The PCI Security Standards provide guidance for merchants, vendors and security consulting companies to mitigate data breaches and prevent payment cardholder data fraud.						
	The Contractor is responsible for ensuring that PCI compliance is fully achieved prior to the Go-Live date. The Contractor is further required to ensure that the BOS continues to be PCI compliant as outlined in the Maintenance and Operations Phase Requirements.						
269	The Contractor and the BOS shall be in compliance with the appropriate PCI DSS merchant level as defined by the PCI Security Standards Council in place at the time of BOS Go-Live.						
270	The Contractor shall ensure that the BOS is in compliance with any individual additions to the PCI Security Standards since the last major version or the current version published by the PCI Security Standards Council and all future versions.						
271	The Contractor shall utilize the PCI Security Standards Council's Prioritized Approach method to indicate how each PCI Requirement is being addressed prior to Go-Live. The Prioritized Approach shall be submitted to the Authority along with substantiating evidence for review and Approval.						
272	The Contractor shall ensure the BOS is in compliance with PCI-DSS for any Commercial Off-the-Shelf (COTS) Software that will be used in payment applications.						
273	<p>The Contractor shall provide, prior to the BOS Go-Live:</p> <ul style="list-style-type: none"> PCI Attestation of compliance by either a qualified ISA or an independent QSA, or as required by PCI DSS; vulnerability scan by an Approved scanning vendor and internal and external penetration testing results. 						
274	No more than three (3) months after Go-Live the Contractor shall provide a complete Report of Compliance (ROC), including details about the BOS environment and the assessment methodology, as well as documentation regarding the BOS's compliance status for each PCI DSS Requirement. The ROC shall be provided which outlines a clear plan and schedule (in writing) to achieve full PCI compliance no more than six (6) months after Go-Live.						
275	The Contractor shall be responsible for providing a ROC prior to BOS Acceptance.						
1.2.5. Interoperability Requirements							
	The Authority currently has Interoperability agreements with CTOC Agencies and, in the future, it is anticipated that regional and national Interoperable agreements will be established. These Requirements apply to all existing and future Interoperability.						

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	Interoperability includes exchanging and processing transactions/trips, customer, transponder, payment, corrections, vehicle data, invoices and reconciliations between the BOS and the Interoperable Agencies. The BOS shall process transactions/trips from Interoperable Agencies for the Authority's customers who have used Interoperable Agency roads, as well as transactions/trips for Interoperable Agencies' customers on the Authority's facility. The interface supports the transmission and receipt of all files identified in the respective ICDs.						
	At the Authority's direction, the Contractor shall support direct connection and/or connection through a CTOC Agency intermediary to nationally (non-CTOC) Interoperable Agencies.						
	The BOS and Interoperable Agencies perform validation checks to confirm the transactions/trips are in compliance with the Interoperable Agency ICD and reject any transactions/trips that are not. Validated transactions/trips shall be Posted to a user account in accordance with the Interoperable Agency agreements.						
	The BOS must be prepared to work with other ICDs to send and receive transactions/trips and transaction data and other data files.						
276	The Contractor shall support all Interoperable Agency activities as required by the Authority, including but not limited to: <ul style="list-style-type: none"> · attend technical meetings; · review and provide comments on documents; · support Interoperable Agency testing as requested; · support modifications to Interoperable specifications and · be compliant with the latest published interoperable specifications. 						
277	The Contractor shall support the addition of Regional and National Interoperability either directly or through a CTOC designated intermediary.						
1.2.6. Preventive and Corrective Maintenance Requirements							
1.2.6.1. Preventive Maintenance							
278	The Contractor shall provide preventive Maintenance on the BOS Hardware, servers, communications network and Software as required.						
279	No less than quarterly the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA).						
280	Separate from the quarterly vulnerability scan, the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA) in conjunction with any network or security changes.						
281	The Contractor shall in accordance with the Approved preventive Maintenance schedule, periodically inspect all Equipment, both major components and support components (such as fans, cabinets, environmental control units, filters, storage units) that constitute the BOS and shall make repairs, cleaning, adjustments and replacements of components as necessary to maintain the Equipment in normal operating condition.						
282	Servers and storage devices shall be periodically checked to verify that storage space is not reaching maximum thresholds; disks are not fragmented or damaged; Software is of the latest version per the configuration management database, and data is being processed and transferred in an appropriate manner. These checks should be performed automatically whenever possible, but must be checked manually if the task cannot be automated.						
283	The BOS shall be monitored to ensure performance is optimal and meets the Performance Measures, including but not limited to: <ul style="list-style-type: none"> · report generation times; · BOS access times; · IVR statistics; · Self-Service Website access times and · Self-Service Mobile Application (Phase II and optional) access times. 						

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284	All Equipment and systems shall be included as part of preventive Maintenance, in accordance with the original Equipment manufacturer's guidelines. Any variations or exceptions shall be noted by the Contractor and Approved in advance by the Authority.						
285	Scheduled Maintenance shall be communicated to the Authority a minimum of seven (7) Calendar Days in advance for approval by the Authority and shall be scheduled for times when the CSC is not operating.						
286	Preventive Maintenance shall be scheduled to be performed by BOS administration staff between 12 AM and 3 AM PST weekdays or in coordination with other roadway closures and Approved by the Authority. Any preventive Maintenance tasks that need to be performed during normal BOS operating hours that is not part of the Approved Preventive Maintenance Schedule shall be Approved in advance by the Authority.						
287	The diagnostic aids, tools and Equipment required to perform preventive Maintenance Equipment analysis shall be provided by the Contractor to the Authority, as necessary to meet the Authority's Maintenance responsibilities.						
288	When preventive Maintenance requires a BOS Service to be made unavailable to the customer, a Notice shall be Posted 24 hours in advance of the outage on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and through the IVR so customers are aware of the impending outage.						
1.2.6.2. Corrective Maintenance							
289	All Work performed by the Contractor to correct incidents, problems and failures to meet the Requirements shall be considered corrective Maintenance. Such problems include but are not limited to:						
	· failure of BOS functions;						
	· failure of processes and programs;						
	· report failures and issues;						
	· application failures;						
	· data and revenue reconciliation failures;						
	· failures in transmitting and receiving files from the various third-party Interfaces;						
	· errors and exceptions when processing data received from the ETTM System, Interoperable Agencies and third party entities;						
	· network failures and issues;						
	· BOS or component performance issues;						
· data loss or inaccessibility and							
· non-conforming availability levels.							
290	When a BOS Service becomes unavailable to the customer due to an unplanned outage or emergency a Notice shall be Posted on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR as soon as possible so customers are aware of the outage.						
1.2.6.3. 24X7 Maintenance Coverage							
291	The Contractor shall provide continuous (24x7) coverage for all monitoring, system administration services and Maintenance-related activities sufficient to meet the Performance Measures.						
1.2.6.4. Recording of Maintenance Activities							
292	The Contractor shall be responsible for logging all reported Maintenance activities. The Contractor also shall be responsible for documenting in detail all information and issues related to a failure condition, providing a corrective action report within one (1) week including all actions taken to complete the correction and a root cause analysis.						
1.2.6.5. Maintenance Priorities, Response and Repair Times							
	Response and repair time is defined as the time from failure to repair/correction with the BOS being returned to normal operations. The Contractor shall respond to calls and repair times noted in the Performance Measures according to the following priority levels:						

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293	<ul style="list-style-type: none"> Priority 1: Any malfunction or fault that impacts the BOS and CSC Operations ability to serve customers (for example, Self-Service Website functionality unavailable or not operating properly; BOS functionality unavailable or nor operating properly for CSRs servicing customers; phone system not taking calls or not taking all calls; IVR unavailable or not operating properly; notifications or customer communication not being sent immediately when eligible through all channels), results in the loss of revenue, compromises security, causes a hazard to personnel, causes the loss or potential loss of any BOS data, causes loss of redundancy within the BOS components. Priority 2: Any malfunction or fault that degrades performance but not the BOS or CSC Operation's ability to serve customers. It includes examples such as inaccurate reporting, inability to reconcile revenue, loss of BOS functionality that does not impact customer access to data or service, and/or loss of functionality that impacts the Authority's operational efficiency. Priority 3: Any malfunction or fault that has the potential to result in a degrading of the BOS or CSC Operations' performance but has not yet and is not anticipated to immediately impact performance. 						
294	Any downtime that is a part of scheduled and approved preventive Maintenance, including scheduled new Software releases not associated with a Maintenance event shall not affect the Performance Measures calculation. However, in this event the Contractor does not make the BOS available and/or fully restore CSC Operations within the approved schedule window, the resulting downtime shall be included in the Performance Measure calculations.						
295	Response and repair times for every BOS Maintenance event shall be recorded and reported by the Contractor, and such reports shall be provided to the Authority.						
296	No incident shall be closed by a technician before the Equipment or Software service has logged a recovery. For example, if a service is degraded because of a loss of a redundant component, the incident cannot be closed until the redundant component has been replaced and service has returned to normal.						
1.2.7. Certification of PCI DSS Compliance							
	The Contractor is responsible for providing certification of PCI DSS Compliance.						
297	The Contractor shall complete a PCI DSS assessment by either a qualified Internal Security Assessor (ISA) or an independent Qualified Security Assessor (QSA), or as required by PCI DSS, at the interval required for PCI DSS compliance, including a complete ROC. The Contractor shall be responsible for providing the ISA or QSA at no additional cost to the Authority. The Contractor shall fully cooperate with the Authority at no cost to the Authority in responding to the assessor's requests and implement remedies if any issues are identified.						
298	The Contractor shall complete a full penetration vulnerability and exploitation testing, the results of which shall be provided to the Authority, at the interval required for PCI DSS compliance throughout the Implementation and Operations and Maintenance Phases.						
299	The Contractor shall be responsible for providing a ROC on an annual basis, no later than the original date thereafter.						
300	The Contractor shall provide all documentation required under PCI, including but not limited to network diagrams and detailed policies and procedures, available to the Authority.						
301	To evaluate the security risk to the BOS and identify potential vulnerabilities, the Contractor shall perform penetration and vulnerability tests in accordance with PCI requirements.						
302	The Contractor shall document and immediately report to the Authority any PCI DSS issues/vulnerabilities found during monthly penetration and vulnerability tests or upon new Software release.						
303	The Contractor is responsible for correcting all deficiencies at the Contractor's cost and ensuring the BOS is PCI DSS compliant and ensuring security risks are handled appropriately.						

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304	The Contractor shall furnish copies of all PCI assessment, testing, scanning and compliance documentation including the ROC to the Authority, upon completion of quarterly and annual assessment activities throughout the Implementation and Operations and Maintenance Phases.						
305	The Contractor shall complete a SOC 2 Type 2 assessment by either a qualified Internal Security Assessor (ISA) or an independent Qualified Security Assessor (QSA), or as required by PCI DSS, at the interval required for PCI DSS compliance, including a complete ROC. The Contractor shall be responsible for providing the ISA or QSA at no additional cost to the Authority. The Contractor shall fully cooperate with the Authority at no cost to the Authority in responding to the assessor's requests and implement remedies if any issues are identified.						
1.2.8. Emergency Response Management							
	The Contractor shall be responsible for emergency response management throughout the Operations and Maintenance Phase.						
306	The Contractor shall immediately respond to any emergency situation that has already impacted the BOS or could potentially damage the BOS. The Contractor shall be prepared to put forth all necessary resources to divert or correct an emergency condition.						
307	Such emergency conditions shall be handled in accordance with policies and procedures developed by the Contractor and Approved by the Authority in the Disaster Recovery and Business Continuity Plans. The following are a few examples of emergency conditions: <ul style="list-style-type: none"> · weather related; · public safety related; · health related. For example, in response to a COVID-19 or similar outbreak; · conditions that invoke the Disaster Recovery and/or Business Continuity Plans; · BOS outages; · third-party power outage or communication failure and · security breaches. 						
1.2.9. Disaster Recovery and Business Continuity							
	The Contractor shall be responsible for Disaster Recovery Procedures and testing throughout the Implementation and Operations and Maintenance Phases.						
308	The Contractor shall perform Disaster Recovery procedures in accordance with the Disaster Recovery Plan (DRP) in the event of a disaster and return the BOS to a fully operational condition.						
309	The Contractor shall test the Disaster Recovery and Business Continuity procedures on an annual basis to validate that they are functioning per the design. The Authority shall witness the test and the Contractor shall provide a report outlining the test, test results and any anomalies encountered for the Authority's review and approval.						
310	The BOS shall meet the Recovery Point Objective (RPO), Recovery Time Objective (RTO) and level of service (LOS) levels provided in the Performance Measures.						
311	The Contractor shall address any issues encountered from the annual Disaster Recovery and Business Continuity testing.						
312	The Contractor shall support the ETTM System Contractor's Disaster Recovery and Business Continuity annual testing.						
1.2.10. Incident and Revenue Loss Reporting							
313	The Contractor shall work with the Authority to develop a communications protocol for incident and revenue loss reporting (e.g., communications procedures based on incident and priority level).						
314	The Contractor shall immediately notify the Authority of any incident or event where the loss of revenue or data or security breach has occurred or potentially has occurred or could occur. The Contractor shall take immediate action to rectify the condition and return the BOS to normal operations.						

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315	In the event of a loss or potential loss of revenue or data or security breach, an incident report shall be provided to the Authority within five (5) Business Days of the incident. The report shall identify the issue and provide a detailed account of the incident; its cause; duration; resolution or planned resolution, and a quantification of actual or potential lost revenue or data or security breach. Regular updates shall be provided until the issue has been fully resolved and closed. The incident and its impacts shall also be further detailed in the subsequent monthly report. The Contractor shall be held responsible for all lost revenue and data and customer impacts, including remediation, in accordance with the terms of the Agreement.						
1.3. Future Functionality							
	The BOS shall be designed to anticipate certain future functionality and Interfaces. The introduction of future functionality, of the type noted in this section, shall be anticipated and not require changes to the Software or System architecture or significant changes to the database structure. However, the accommodations made by the Contractor in anticipation of this potential future functionality shall not negatively impact the development of the BOS or increase the Offeror's Price Proposal.						
316	The introduction of future functionality shall not require changes to the Software or BOS architecture, or significant changes to the database structure including the capability to easily add fields and report on them without affecting the database schema.						
317	The accommodations made by the Contractor in anticipation of potential future functionality shall not negatively impact the development of the BOS or increase the Offeror's Price Proposal.						
318	The Contractor shall provide the capability to Interface with entities providing for national Interoperability in accordance with ICDs to be designated by the Authority and/or developed during Project design. The Contractor shall accommodate new Interfaces (via either a national hub, regional hubs or larger peer-to-peer exchanges) without significant changes to the Software or database structure.						
319	The BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily Configured to support these potential additional Toll Facilities. For example, Configurable settings shall be capable of different settings for different Toll Facilities. The design shall not add repetitive and/or additional clicks in order to navigate screens, search data or configure reports while the BOS is supporting only the I-405 Toll Facility. For example, the user shall not have to select "OCTA" or "I-405" until such time as an agency or Toll Facility differentiation is required.						
320	The Contractor shall provide the capability to Interface to new CTOC agencies and national Interoperability without significant changes to the Software or database structure.						
321	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with a Money Service Provider. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with a Money Services Provider for the purpose of providing enhanced access and services for cash paying customers including, obtaining transponders and making payment towards Violation Notices and account balances.						
322	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with an Occupancy Detection System (ODS) that would be integrated into the ETTM System. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with and accept images from an ODS for the purpose of reducing occupancy-based Violations.						
323	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the potential introduction of customer invoicing prior to the Violation process described herein. During the Operations and Maintenance Phase, the Authority may direct the Contractor to implement customer invoicing.						

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1.4.	Account Management						
	There are two account types Registered and Unregistered. Registered account is established when customer opens a pre-paid account with the Express Lanes. An Unregistered account is established by the BOS using the DMV, a ROV Lookup Provider or Affidavit of Non-liability for Violation transactions/trips. Establishment and management of accounts shall be performed per Business Rules.						
	Customers can establish new Registered accounts or convert an Unregistered account to a Registered account. To establish a Registered account, customers must provide customer contact information including name, address, telephone number and email address and vehicle information including license plate number, type and Jurisdiction and vehicle make, model and color. Most accounts will be prepaid and as such customers also must establish a replenishment method to be used to replenish prepaid tolls when the account reaches the Insufficient Balance Threshold. Credit Card replenishment is strongly encouraged, but customers can also select cash or check replenishment. The Authority may elect to allow certain accounts to be postpaid and receive a monthly invoice for tolls due.						
	The types of accounts are provided in the following tables:						
	Unregistered accounts are established by the BOS for Violation transactions/trips using the DMV or ROV Lookup Provider. Unregistered accounts may be converted to Registered accounts based on fulfilling all of the required Business Rules for establishing these accounts.						
1.4.1.	General Account Management						
	The Authority's customers have many options for account establishment and Maintenance and to obtain transponders, in the manner they prefer.						
324	The Contractor shall provide an efficient series of input fields to collect the information necessary to open a FasTrak account. The fields should require little "clicking" or advancement through multiple pages to reduce the time needed to input the account establishment data.						
325	Support comprehensive account management that allows for the setup and Maintenance of all account types in accordance with Business Rules.						
326	The Contractor shall provide the capability to establish accounts via methods, including but not limited to:						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· mail;						
	· telephone;						
	· fax;						
	· walk-in;						
	· automatically using information provided by rental car companies and · automatically using information provided by the ROV Lookup.						
327	The Contractor shall provide the capability to maintain accounts via methods, including but not limited to:						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· IVR;						
	· mail;						
	· telephone;						
	· email;						
	· chat;						
	· text;						
	· fax and · walk-in.						

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328	The Contractor shall provide the capability for transponders to be requested via methods including but not limited to:						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· mail;						
	· telephone;						
	· IVR;						
	· fax, and · walk-in.						
329	The Contractor shall provide the capability for the Maintenance of account types designated as, including but not limited to:						
	· Private (prepaid) – an account established in an individual name;						
	· Business (prepaid) – an account established in a business name;						
	· Non-revenue (no payment) - an account established at the Authority's direction for vehicles entitled to toll-free travel;						
	· Invoice (postpaid) – an account established to allow the customer to receive an invoice periodically (Configurable) for toll usage. The customer may elect to provide Credit Card or ACH information to be charged automatically to pay the invoice;						
	· Rental car (prepaid) – for Rental Car Service Providers;						
	· Private Registered Video (prepaid) – an account for individuals who do not want or cannot use transponders;						
330	The Contractor shall provide the capability to apply Business Rules and account Requirements for each valid account type, including but not limited to:						
	· whether prepayment is required;						
	· payment options;						
	· whether a transponder is required;						
	· transponder sale price (by transponder type);						
	· replenishment amounts;						
	· contact method (mail, email, text, etc.);						
· Insufficient Balance Thresholds (by Credit Card or cash/check payments) and · account balance.							
331	The Contractor shall provide a Registered account creation process that logically leads an Authorized User through the necessary steps to create an account.						
332	The Contractor shall provide the capability to convert an Unregistered account to a Registered account while maintaining the same account number and all account history.						
333	The Contractor shall provide the capability to change from one account type and Account Plan to another while maintaining the same account number and all account history.						
334	The Contractor shall provide on-screen guidance during the account creation process regarding missing or improperly formatted information. The Authorized User shall not be able to move to the next step until the required information is provided in the appropriate format.						
335	The Contractor shall provide the capability, when opening a new account, to automatically identify other account(s) associated with that account name, address or vehicle.						
336	The Contractor shall provide the capability to require the account agreement and privacy policy be acknowledged and a record of that acknowledgment saved in the BOS prior to establishing a Registered account or when converting to a Registered account.						

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337	The Contractor shall provide the capability for the auto-creation of an Unregistered account (should one not already exist for that license plate number) based on an Image-Based Transaction/Trip being eligible for Violation processing and information provided by ROV Lookup.						
338	The Contractor shall provide the capability to merge and unmerge accounts. This process shall logically lead the Authorized User through all necessary steps to merge one account into another.						
339	The Contractor shall provide the capability for customers to have multiple mail addresses, email addresses, phone numbers and authorized contact information on the account.						
340	The Contractor shall provide the capability to identify the source of the information for both Unregistered and Registered accounts.						
341	The Contractor shall provide address adjustment logic to all addresses including those received from DMVs and ROV Look-up Service Providers, Skip Trace Service Providers and customers that includes but is not limited to:						
	· the capability, when adding contact information, to assist the Authorized User by requiring zip code be entered first, then providing a pre-populated city and state;						
	· verification, to ensure the address exists;						
	· standardization, to normalize US addresses, such as "Drive" becomes "Dr." and selection from all potential address results.						
342	The Contractor shall provide the capability to accept or reject the recommended changes provided during address validation or normalization.						
343	The Contractor shall provide for a real-time address standardization options when entering addresses, including but not limited to:						
	· addresses entered via a customer portal (Self-Service Website and Self-Service Mobile Application (Phase II and optional)) and addresses entered by an Authorized User.						
344	The Contractor shall provide the capability for multiple active addresses and apply them to their designated use, including all prior addresses for all account types, including but not limited to:						
	· shipping and billing.						
345	The Contractor shall provide the capability to store address history and make all addresses accessible in the account.						
346	The Contractor shall provide the capability to acquire and store multiple addresses, including all prior addresses for all account types, including but not limited to:						
	· Customer provided via the Affidavit of Non-Liability						
	· ROV Lookup provided;						
	· Skip Tracing;						
347	· National Change of Address (NCOA) and						
	· Collection Agency provided.						
347	The Contractor shall provide the capability to add international addresses.						
348	The Contractor shall provide the capability to automatically populate (or provide multiple options for selection) the city and state upon entry of the ZIP code (including Canada and Mexico).						
349	The Contractor shall provide periodic updates, at least quarterly, to the ZIP code/city/state list, at a minimum, as additional information becomes available.						
350	The Contractor shall provide the capability to prevent the account holder's name from being changed unless Approved by an Authorized User.						
351	The Contractor shall provide the capability for email address confirmation by the customer by comparing a re-keyed email address. The addition of unmatched entries shall not be allowed.						

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352	The Contractor shall provide the capability when email addresses are added to an account (both Registered and Unregistered), to perform the email address confirmation process prior to finalizing the entry on the account. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the email account. A message shall be displayed indicating the email address will not be added until the confirmation process is complete.						
353	The Contractor shall provide the capability to enter and categorize comments on accounts.						
354	The Contractor shall provide the capability to insert BOS-generated comments on actions initiated by the BOS.						
355	The Contractor shall provide the capability to force Authorized Users to enter comments or have the BOS automatically enter comments on actions processed on an account, including but not limited to:						
	· disputes;						
	· dismissals;						
	· transfer transactions/trips to another account;						
	· payment of Violation Notices through the account;						
	· reversals of payments and dismissals;						
	· waivers;						
356	The Contractor shall provide the capability to set the default PIN as the last 4 digits of the primary phone number, which can be updated in the BOS and IVR.						
	The Contractor shall provide the capability to validate a PIN used for identifying an authorized contact. The PIN shall be masked (not visible to CSRs) such that the CSR will ask the customer for the PIN and the customer will provide the PIN and the CSR will enter that number into the system and the system will validate the PIN. This way the CSR cannot give the customer any hints.						
357	The Contractor shall provide the capability to securely email the PIN to the valid primary email address or text message on the account and require that the PIN be subsequently changed.						
358	The Contractor shall provide the capability to establish and configure security questions and validate customer response prior to the release of the PIN to the customer. The security questions related to the PIN shall be the same as those used by the customer via the Self-Service Website or CSR assisted password reset.						
359	The Contractor shall provide the capability to establish and configure security questions and validate customer response prior to the release of the PIN to the customer. The security questions related to the PIN shall be the same as those used by the customer via the Self-Service Website or CSR assisted password reset.						
	The Contractor shall provide the capability for all account types to have multiple communication channels, including but not limited to:						
	· Phone (day/night);						
	· cell phone;						
	· additional phone numbers;						
	· email;						
	· additional email addresses;						
360	· fax;						
	· text messaging and						
	· mail.						
	The Contractor shall provide the capability to select a preferred communication channel for specific customer communications.						
361	The Contractor shall provide the capability to capture opt-in/opt-out preferences and record and store the customer's election for certain items, including but not limited to:						
	· e-blast;						
	· text messages;						
	· statements and						
362	· marketing / newsletters.						

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363	The Contractor shall provide an account summary (an account overview including name, address, vehicles, license plates, email, phone, payment method, etc.) in a printer-friendly format to be used for, including but not limited to: · handing to walk-in customers; · inserting with mail transponder Fulfillment; · mailing to customers and · sending to customers via secure email.						
364	The Contractor shall provide the capability to log all account changes and provide the capability to view details, including but not limited to: · prior value; · the new value; · user ID; · date/time and · user information, such as BOS, Authorized User or customer-originated.						
1.4.2. Vehicles, License Plates and Transponders							
	The BOS shall support comprehensive license plate, vehicle information and transponder management functionality.						
365	The Contractor shall provide the capability to manage a drop-down list of vehicle attributes, including but not limited to: · vehicle manufacturer; · vehicle make; · vehicle model; · vehicle year; · vehicle color; · Clean Air decal number (not a drop-down) and · transponder exception specifying that the make and model requires an externally mounted transponder or special mounting locations for windshield transponders.						
366	The Contractor shall provide the capability to add multiple license plates and associated vehicle information to an account.						
367	The Contractor shall Update and maintain the BOS's list of vehicle manufacturers and models as necessary to keep the list current.						
368	The Contractor shall provide the capability to track the time period that a license plate is active on an account. This includes the start date and time and the end date and time. This is called the "Active Period". In most circumstances the customer would add the vehicle to their account with no end date but if it was a rental car it would have an end date/time.						
369	The Contractor shall provide the capability to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be Configurable.						
370	The Contractor shall provide the capability when adding a new license plate number to an account to automatically identify other account(s) associated with that license plate.						
371	The Contractor shall provide the capability to identify that the vehicle(s) will be only on the account temporarily based on information provided by the customer, for example, a rental car, loaner from the car dealer or an out of town guest, and to prompt the user to enter a start date and time and an end date and time.						
372	The Contractor shall provide the capability for vehicles identified as temporary to be added to the account even if the license plate number is already on a rental car account.						
	The Contractor shall provide the capability to associate information with a license plate, including but not limited to: · license Plate Type; · license plate Jurisdiction; · vehicle is a Clean Air Vehicle (CAV);						

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373	· vehicles CAV eligibility has expired;						*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	· Clean Air Vehicle decal number;						
	· vehicle has a Disabled Persons license plate;						
	· vehicle has a Disable Veterans license plate;						
	· vehicle make;						
	· vehicle model;						
	· vehicle year;						
	· vehicle color;						
	· transponder;						
	· transponder type;						
	· transponder friendly name (chosen by the customer);						
	· ROV;						
	· ROV address;						
	· ROV Lookup date and · indication the license plate is a temporary license plate.						
374	The Contractor shall provide the capability to require or not require a one-to-one relationship between sticker transponders and vehicle in accordance with Business Rules.						
375	The Contractor shall provide the ability to make the one-to-one correlation between the sticker transponder and vehicle after a Configurable number of transactions/trips with the same transponder and vehicle.						
376	The Contractor shall provide the capability, if the one-to-one relationship is required, allow for Authorized Users to override the Requirement as necessary, for example when a transponder is replaced.						
377	The Contractor shall provide the capability for a many-to-one relationship between transponder and vehicle based on transponder type, account type and in accordance with Business Rules.						
378	The Contractor shall provide the capability to record the history of ROV information associated with each license plate.						
379	The Contractor shall provide the capability to search for license plate history and effective date ranges across multiple accounts.						
380	The Contractor shall provide the capability to transfer vehicle(s) and associated license plate(s) between accounts while maintaining the associated vehicle transaction/trip history on the original account.						
381	The Contractor shall provide the capability to add license plates from all 50 states, DC, U.S. Government, Canada and Mexico.						
382	The Contractor shall provide the capability to record transponder delivery method, such as in person via the WIC or by mail.						
383	The Contractor shall provide the capability to record transponder issue date and time.						
384	The Contractor shall provide the capability to record and associate a payment for every transponder sold.						
385	The Contractor shall provide the capability to track customer transponder requests.						
386	The Contractor shall provide the capability to age Fulfillment requests and automatically send an Alert when a Fulfillment request has exceeded a Configurable amount of time.						
387	The Contractor shall provide the capability for the Authorized User to override the BOS selected transponder mount type, such as windshield or head lamp.						
388	The Contractor shall provide the capability for the Authorized User to override the customer selected transponder mount type, such as windshield or head lamp.						
389	The Contractor shall provide the capability to read a transponder number (using a barcode reader) and automatically associate it to an account instead of requiring the transponder number to be typed in.						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
390	The Contractor shall provide the capability for Authorized Users to enter multiple vehicles in a tabular format.						
391	The Contractor shall provide the capability to upload a file with vehicle information for the entry of a large number of vehicles.						
392	The Contractor shall provide the capability for transferring transponders between accounts while maintaining the associated transponder transaction/trip history on the original account.						
393	The Contractor shall provide the capability to monitor for excessive image-based tolls at the account level and at the vehicle or license plate level.						
1.4.3. Account Plans							
	The Authority offers Account Plans which offer benefits to customers who meet the qualifying criteria. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it. These Account Plans are Configured in the BOS and the BOS shall have the flexibility to apply the relevant Account Plan(s) based on the Business Rules.						
	The Authority also allows for non-revenue passage for qualified vehicles. The Account Plan functionality shall be used to support this program by applying a Configurable percent discount to specific transactions/trips on specific facilities in accordance with the Business Rules.						
	The Account Plans currently offered by the Authority are listed below. The Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.						
	· Convenience Plan – a one-time lifetime fee (Configurable);						
	· Standard Plan – monthly fee and discount after a Configurable # of transactions/trips and up to a Configurable maximum per month;						
	· Special Access Plan – provides free or discounted toll rates for three or more riders per vehicle, motorcycles, eligible CAVs, vehicles with disabled veteran or disabled person license plate, and						
	· Non-revenue Plan – which provides a Configurable discount (up to 100 percent) one or more of the Authority's facilities.						
394	The Contractor shall provide the capability to assign Account Plans at the account level.						
395	The Contractor shall provide the capability to assign Account Plans at the transponder level.						
396	The Contractor shall provide the capability to assign Account Plans at the license plate level.						
397	Prevent the transfer of Account Plans when the transponder or the license plate is moved to another account in accordance with the Business Rules.						
398	The Contractor shall provide the capability to enroll customers in Account Plans.						
399	The Contractor shall provide the capability for configuring and offering various Account Plans with a combination of features, including but not limited to:						
	· percentage discount;						
	· dollar amount discount or transaction count discount with a maximum amount;						
	· time duration, such as an Account Plan may only be available for a limited time or may require renewal every year;						
	· method of calculating the discount, such as a transaction-level discount where members get a 50 percent discount on every qualifying toll transaction or a rebate credit on following month based on the frequency of trips within a period of time;						
	· monthly maximum discount based on total dollar amount or number of transactions/trips;						
	· use of Posting Date or Transaction Date to qualify transactions/trips for a rebate;						
	· specific criteria for qualification;						
· a cost to join the Account Plan and							
· proof of eligibility, such as a vehicle registration as proof of registration criteria with ability for customer to upload electronically.							
400	The Contractor shall provide the capability to track toll transactions/trips in frequency transponder-based discounts.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
401	The Contractor shall provide the capability to apply rebates or toll credits as lump-sum account level credits.						
402	The Contractor shall provide the capability to apply and reverse discounts to a range of toll transactions/trips on an account.						
403	The Contractor shall provide the capability to clearly indicate which discount was applied to any given transaction/trip.						
404	The Contractor shall provide the capability to configure a non-revenue plan (up to 100 percent discount) to a transponder or license plate on all or specific tolling locations for a specific Toll Facility.						
405	The Contractor shall provide the capability to associate discount eligibility documentation (such as, a utility bill as proof of residence) to a transponder or vehicle.						
1.4.3.1. Special Access Plans							
406	The Contractor shall provide multiple Special Access Plans providing free or discounted toll rates (subject to change at the Authority's discretion both during the Implementation Phase and Operations and Maintenance Phase), including but not limited to: <ul style="list-style-type: none"> · always HOV eligible when in I-405 Express Lanes (designated carpool); · motorcycles; · eligible CAVs; · vehicles with disabled veteran license plate and · vehicles with disabled person license plate. 						
407	With the exception of the occupancy which is validated by the ETTM System and reflected in the discounted toll rate assigned to the transaction/trip by the ETTM System, the Contractor shall provide the capability to validate all vehicles to ensure they meet the requirements for a Special Access Plan, This validation shall include: <ul style="list-style-type: none"> · attach documentation provided by the customer as proof of meeting the requirements for a Special Access Plan and queue for manual verification; · manually review the image of the flagged vehicle license plate noting the transponder used in the special access vehicle · assign the respective code to the transponder to indicate the respective discount (clean air vehicle, motorcycle, etc); · upon successfully matching the transponder to the license plate, charge the appropriate discount to all transactions/trips by that transponder including the first trip; · if the transaction/trip including that license plate does not have an associated transponder read, the discounted rate will be charged but the customer will be contacted to rectify the transponder situation and · for plates and transponders that are successfully matched include the appropriate code in the CTOC file. 						
1.4.3.2. Promotions							
	The BOS shall be able to manage promotions, promotion codes and credits. Balances related to promotions are tracked individually by promotion and separately from the account balance. Only eligible transactions can be deducted from promotional balances. Promotional balances are not refunded and can only be applied to tolls on the Authority's Toll Facility.						
408	The Contractor shall provide the capability to offer a Configurable number of weeks-worth of free travel on the Authority's Toll Facility for new accounts.						
409	The Contractor shall provide the capability to account and track promotions balances individually (for example, by promotion code) separately from the account balance.						
410	The Contractor shall provide the capability to display the promotion balances and associated expiration date of the promotion balances so that the CSRs and customers can see the various promotion balances separately from the account's cash balance.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
421	The Contractor shall provide the capability to apply fees and penalties (automatically and manually) to accounts.						
422	The Contractor shall provide the capability to apply fees and penalties (currently penalty is assessed to the Violation only), including but not limited to:						
	· at the account level;						
	· at the transponder level;						
	· at the license plate level;						
	· at the Notification level and · at the transaction level.						
423	The Contractor shall provide the capability to define and charge account-related fees and penalties based on a set of Configurable parameters, including but not limited to:						
	· hub processing fee (the Authority acting as a hub for other entities);						
	· roaming fee (the Authority acting as a hub for other entities);						
	· account fee;						
	· administrative fee;						
	· Interoperable customer transaction fee;						
	· returned payment fee – Insufficient Funds;						
	· Credit Card decline fee;						
	· ACH decline fee;						
	· transponder purchase fee;						
	· Excessive I-Toll (Image-Based Toll) fee;						
	· invoicing fee;						
	· statement fee, depending on method of delivery;						
	· late fee;						
	· delinquent account fee;						
	· account re-activation fee;						
	· Violation penalty;						
	· delinquent Violation penalty;						
· collection fee;							
· account deactivation fee;							
· Account Plan membership fee;							
· Registration Hold fee and · balance below Insufficient Balance Threshold fee.							
424	The Contractor shall provide the capability to maintain the parameters (Configurable) related to fees and penalties.						
425	The Contractor shall provide the capability to create new fees and penalties.						
426	The Contractor shall provide the capability to manually apply custom fees and penalties to accounts.						
427	The Contractor shall provide the capability for the assessment of fees based on account activities, for all accounts or specific account type(s).						
428	The Contractor shall provide the capability to notify the customer via the channel(s) defined within the Business Rules, Operations Plan and SOPs when a fee or penalty is assessed.						
429	The Contractor shall provide the capability to schedule a start and end date/time when a fee or penalty change will go into effect/conclude. For example, the statement fee is \$2.00 until July 31, 2024, after which it will increase to \$3.00.						
1.4.5.	Registered Account Replenishment						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	Registered accounts are established with a valid replenishment method for prepaid balances to be restored as toll and fee transactions deplete the prepaid balance. Account replenishment options are Credit Card, cash, check, ACH and money order. Replenishment by Credit Card can be set up to be automatic (auto-replenishment). For auto-replenishment, the BOS determines the replenishment timing and minimum amount based on parameters (Configurable). Replenishment by cash, check, ACH or money order requires the customer to replenish the account manually by mailing a check or visiting a WIC. Customers without an auto-replenishment method also may make a one-time payment by Credit Card or ACH.						
430	The Contractor shall provide the capability for one or more auto-replenishment methods within an account for all electronic payment methods.						
431	The Contractor shall provide separate replenishment parameters (Configurable) for all account types, including but not limited to:						
	· fixed replenishment amount;						
	· replenishment threshold based on a percentage of the replenishment amount;						
	· replenishment thresholds based on the number of transponders on the account;						
	· replenishment amount based on the number of transponders on the account;						
431	· replenishment amounts calculated based on average use for a period (Configurable) of time or a fixed amount, whichever is greater. For example, average use over the prior (3) month period as compared to \$30);						
	· number of replenishment failures before next method is attempted and						
	· number of declines before a replenishment method is suspended based on appropriate reject reasons.						
432	The Contractor shall provide the capability for Authorized Users to identify individual accounts that are not subjected to auto-replenishment recalculation.						
433	The Contractor shall provide the capability for account replenishment options based on Insufficient Balance Thresholds.						
434	The Contractor shall provide the capability for automatic account replenishments via Credit Card and ACH.						
435	The Contractor shall provide the capability for a hierarchical usage sequence for auto-replenishment methods for an account, such as primary method ACH and secondary method Visa Credit Card #1.						
436	The Contractor shall provide for a stepped approach to failed auto-replenishments where an attempt is made to collect from the primary replenishment method a number of times (Configurable), followed by the secondary method and continuing until attempts have been made to replenish from all replenishment methods.						
437	The Contractor shall provide the capability for automatically suspending an auto-replenishment method because of a number of declines (Configurable) and decline reason code. For example, if the reason for a decline is a closed account, the number of retries would be zero.						
438	The Contractor shall provide the capability for automatically removing the suspension of an auto-replenishment method when there is an update to the Credit Card number, expiration date or any other related information.						
439	The Contractor shall provide the ability to automatically update Credit Card expiration dates through the Merchant Service Provider.						
440	The Contractor shall provide the capability to check if the Credit Card or ACH information is associated with another account when setting up an auto-replenishment method. The Contractor shall provide an Alert to the CSR of such condition and options to cancel or continue.						
441	The Contractor shall provide the capability for an Alert to be sent to the PMMS of a failed auto-replenishment event because of BOS or Interface errors.						
442	The Contractor shall provide the capability for the manual replenishing of accounts, regardless of payment method, on both a one-time and ongoing basis.						

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443	The Contractor shall provide the capability to check account balances each time a transaction is Posted to an account, as well as automatically submit an auto-replenishment attempt using the primary valid replenishment method when replenishment criteria is met.						
1.4.6. Adjustments and Reversals							
	Adjustments and reversals are routinely processed in the BOS and are applied to any type of toll or Financial Transaction. Examples of such adjustments include correcting a toll rate, which would result in a change in toll, accepting a customer dispute for an incorrect charge, which would result in the reversal of the toll, or waiving or reducing a Violation penalty. Adjustments and reversals can be processed for single transactions, such as in the examples above, or in bulk. An example of a bulk adjustment is reversing all charges for a specific Toll Facility during a specific time period, as would be the case for an accident in the general-purpose lanes. Every adjustment and reversal requires the entry of a reason code identifying the reason for the adjustment or reversal. Adjustments and reversals must be associated with the original transaction, but must not change the original transaction. The original transaction must be preserved in the BOS once the transaction has been Posted to the account. Any adjuas a whole. No fees or penalties should be assessed on a cumulative basis, such as a fee or a penalty assessed and associated to another previously charged fee or penalty. Like adjustments and reversals, fees and penalties are Posted to the current Revenue Day. The BOS shall be capable of reversing fees and penalties automatically or manu						
444	The Contractor shall provide the capability to make corrections, adjustments and reversals to transactions/trips while preserving the original transaction, including the original Transaction Date and amount. Any corrections, adjustments or reversals shall be tied to, but not change, the original transaction/trip.						
445	The Contractor shall provide the capability to properly disposition transactions/trips that are adjusted and/or reversed and are already in a Violation Notice stage.						
446	All corrections, adjustments and reversals shall be Posted to the current Revenue Date so as not to affect prior closed Revenue Dates.						
447	The Contractor shall provide the capability for full reversals of any type of transaction with a reason code (Configurable), preserving complete history.						
448	The Contractor shall provide the capability for partial reversals of any type of transaction with a reason code (Configurable), preserving complete history.						
449	The Contractor shall provide the capability to require that a reason code be entered for every adjustment and reversal.						
450	The Contractor shall provide the capability for multiple corrections, adjustments and/or reversals to be made on a single transaction/trip while preventing the sum of such corrections, adjustments and/or reversals to exceed the amount of the original transaction/trip.						
451	The Contractor shall provide the capability to establish Courtesy Credit amounts (Configurable) by Courtesy Credit type. Courtesy Credits shall be used for toll charges only on the Authority's Toll Facility and are not refundable and are charged as an expense when issued to customers.						
452	The Contractor shall provide the capability to apply Courtesy Credits to accounts and require the entry of comments and reason assignment from allowable reason. The reason selected will determine how the expense is charged (transaction level or account level (50/50)).						
453	The Contractor shall provide the capability to Authorized Users to configure all relevant parameters related to establishing role-based dollar amount thresholds for transactions that affect Authority's revenue, including but not limited to:						
	· adjustments,						
	· debits;						
	· credits and · reversals.						

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454	The Contractor shall provide the capability for Authorized Users to Post adjustments, credits and reversals up to their role-based threshold amount (Configurable).						
455	The Contractor shall provide the capability to establish a Case when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable) or not authorized for the particular action.						
456	The Contractor shall provide the capability to establish a Case for a higher-level of approval when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable). The Authorized User who Approved the transaction shall be recorded and associated with the transaction.						
457	The Contractor shall provide detailed tracking of individual adjustments, credits and/or reversals and categorize each separately.						
458	The Contractor shall provide a trip and/or transaction search and adjustment screen(s) where Authorized Users can enter the selection criteria, retrieve the transactions/trips and make bulk adjustments or reversals. This capability shall allow the selection of groups of transactions/trips to which the correction will apply and adjustment comments entered for the affected transactions/trips. The Authorized User shall be allowed to select/deselect specific transactions/trips within the group. For example, the Authority may require all trips/transactions that include a certain toll point between 2 a.m. and 5 a.m. on a specific date to be fully reversed or all transactions at that toll point to be charged \$1.00.						
459	The Contractor shall provide the capability to process adjustments and reversals that affect Interoperable Agency customers in accordance with the applicable Interoperable specifications and include these transactions/trips in the reconciliation reporting based on adjustment Posting Date (not original Transaction Date).						
460	The Contractor shall provide the capability to transfer transactions/trips (financial or tolls) to another account. For example, a check Posted incorrectly to an account gets reversed and re-Posted to the appropriate account.						
461	The Contractor shall provide the capability to adjust the eligibility for discounts and promotions when transactions are corrected, adjusted or reversed.						
462	The Contractor shall provide the capability to adjust discounts and promotions when transactions are adjusted, corrected or reversed.						
1.4.7.	Account Statuses						
	Account statuses determine how transactions/trips are processed and associated to accounts.						
	The Contractor shall provide account statuses, including but not limited to:						
	· active (accounts in good standing);						
	· low balance (account below replenishment threshold – Credit Card has declined or cash account below threshold);						
463	· delinquent (Registered accounts only – accounts that fall below the Insufficient Balance Threshold);						
	· collection (account information has been sent to the Collection Agencies);						
	· pending close (Registered accounts only – accounts scheduled to close remain in this status for a Configurable number of days to allow for final transactions/trips to clear) and						
	· closed (closed accounts).						
464	The Contractor shall provide the capability to automatically, according to Business Rules, transition between account statuses.						
465	The Contractor shall provide the capability to set a different period of time (Configurable) before accounts automatically transition from pending close to closed based on the reason the account is to be closed.						
466	The Contractor shall provide capability for customer Notification (Configurable) when the account status changes.						

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467	The Contractor shall provide the capability to use the account's status in determining whether or not to Post a transaction/trip to the account. For example, only Post transactions to an account in active or pending close statuses.						
468	The Contractor shall provide the capability to automatically set an account to delinquent status once the account balance reaches below the Insufficient Balance Threshold or a Configurable number of days from the low balance notification.						
469	The Contractor shall provide the capability to automatically set accounts to pending close status upon a request to close the account and take automatic actions, including but not limited to:						
	· deactivate plates and vehicles on the account;						
	· deactivate transponders on the account and						
	· prorating of prepaid discount fees.						
470	The Contractor shall provide the capability to automatically age an account from pending close to closed status after a period of time (Configurable) and to take automatic actions, including but not limited to:						
	· removing payment methods on the account;						
	· assessing the appropriate fees;						
	· expiring promotion credits;						
	· processing the refund amount bringing the balance to zero and · processing the refund automatically based on criteria or approval.						
471	The Contractor shall provide the capability for capturing multiple levels of reason codes for an account closing at "pending close" time.						
472	The Contractor shall provide the capability for the reactivation (back to an active status) of an account in the pending close and closed statuses.						
473	The Contractor shall provide the capability to prevent transactions from Posting to closed accounts.						
474	The Contractor shall provide the capability for Authorized Users to add comments to closed accounts.						
1.4.8. Account Flags							
	Account Flags are used to identify meaningful conditions and information about the account, its transactions/trips, vehicles, transponders and payment methods which are used to trigger a Notification or other actions and for reporting. During design, the Contractor shall describe the ways in which these types of information shall be identified to the customers and Authorized Users.						
475	The Contractor shall provide the capability to set and maintain Flags (Configurable) that can be displayed on accounts for issues related to the account, a license plate, or transponder on the account.						
	The Contractor shall provide the capability to automatically set Flags on account based on conditions and events, including but not limited to:						
	· bad address;						
	· bad email address/no email address;						
	· bad phone number (for both calls and texts);						
	· account closed in Collections;						
	· account was not completely opened;						
	· account has debt which was written-off;						
	· account has debt which was written-off in Collections;						
	· account has an Investigative Review in process;						
	· account has an open refund request;						
	· no active vehicles;						
	· no active transponder (applicable only to FasTrak accounts);						
	· transponder in certain status, for example, lost or stolen (not applicable to Unregistered accounts);						
	· excessive toll at license plate level (not applicable to Unregistered accounts);						

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476	· temporary license plate;						
	· account is in pending to close status (not applicable to Unregistered accounts);						
	· account has an open Case;						
	· customer participates in a non-revenue Account Plan (not applicable to Unregistered accounts);						
	· customer enrolled in Account Plan (s) (not applicable to Unregistered accounts);						
	· Special Access Plan on the account or on a vehicle on the account (not applicable to Unregistered accounts);						
	· unresolved returned check;						
	· unresolved Credit Card decline on the account;						
	· at least one Credit Card marked by the BOS as bad (not applicable to Unregistered accounts);						
	· at least one Credit Card is expired or is expiring within a number (Configurable) of days (not applicable to Unregistered accounts);						
	· account has at least one suspended auto-replenishment method (not applicable to Unregistered accounts);						
	· account has unpaid Violation(s) not applicable to Unregistered accounts);						
	· account has debt in Collections;						
	· one or more vehicles on the account has been placed on Registration Hold;						
	· at least one license plate on the account has an unpaid Violation(s);						
· an Administrative Review has been scheduled for the account;							
· at least one Violation associated with the account has a Civil Judgement and							
· account was subject to Escheatment.							
477	The Contractor shall provide the capability for Authorized Users to manually set account Flags, including but not limited to:						
	· high priority comment;						
	· bad phone number (for both calls and texts);						
	· bad address;						
	· do not accept checks for payment;						
	· inactive account;						
	· account needs to be referred to a supervisor;						
	· account holder is deceased and						
· CSC has been informed of account holder bankruptcy.							
478	The Contractor shall provide the capability to display all active Flags on an account upon accessing the account information.						
479	The Contractor shall provide the capability to automatically clear Flags based on criteria.						
480	The Contractor shall provide the capability for Authorized Users to manually clear Flags no longer applicable to an account.						
1.4.9. Transponders							
	There are different types of transponders, with each having a distinct purpose. The Authority may issue the types of transponders described below.						
	· Interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles.						
	· Breakable interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles because they are designed to break if removed after they have been applied to a surface.						
	· Three-position hard-case transponders (switchable) – are mounted on the inside of a vehicle’s windshield with mounting strips that allow a customer to switch between three Occupancy Setting modes.						
	· Exterior headlight transponders (non-switchable) – are clear stickers which are permanently affixed to the motorcycle’s or vehicle’s headlight.						
	The Contractor shall provide for transponder statuses (Configurable), including but not limited to:						

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481	<ul style="list-style-type: none"> · inactive; · valid and · invalid. 						
482	The Contractor shall provide the capability to manually change transponder statuses, such as when a customer calls to report a transponder has been stolen.						
483	The Contractor shall provide the capability to automatically change transponder statuses. For example, when a transponder that is in inventory with an inactive status is subsequently added to an account, the status changes to active.						
484	The Contractor shall provide the capability to track a transponder's current status and status history.						
485	The Contractor shall provide the capability to automatically change the transponder status from valid to invalid for all transponders on an account when the account balance is equal to or below a balance (Configurable).						
486	The Contractor shall provide the capability to automatically change the transponder status from invalid to valid for all transponders on an account when the account balance is above a balance (Configurable).						
487	The Contractor shall notify the customer when the transponder changes status.						
1.4.10. Incoming Customer Communication							
488	The Contractor shall provide the capability to track, store and electronically view all incoming customer contact-related information on all account types.						
489	The Contractor shall provide the capability to associate incoming customer communication with the account for all communication channels in accordance with the Security Standards, including but not limited to:						
	· phone;						
	· email (including attachments);						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· chat;						
	· text messaging;						
	· fax;						
· mail and							
· in-person contact.							
490	The Contractor shall provide the capability to track and account for all incoming customer communication.						
491	The Contractor shall provide the capability for a CSR to upload a file and have it associated with an account, including but not limited to:						
	· an audio file from a recorded conversation;						
	· a PDF file, such as, an outbound email or mail piece and						
	· an image file, such as, a scanned document emailed by a customer.						
492	The Contractor shall provide the capability to view data files or play audio files associated with accounts.						
493	The Contractor shall provide the capability to scan incoming print communications and save the resulting image in the BOS. The Contractor's solution shall be robust, enterprise-level and integrated with the BOS and with capabilities including but not limited to:						
	· bulk scanning;						
	· indexing, sorting, collating;						
	· bulk demographic data entry and						
	· automatic assignment to accounts.						
	The Contractor shall provide the capability to categorize all incoming communication via drop-down menu options (Configurable), including but not limited to:						
	· application;						

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		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
494	· account close request;						
	· account information change;						
	· administrative review request;						
	· Affidavit of Non-Liability;						
	· bankruptcy document;						
	· Clean Air Vehicle proof;						
	· complaint;						
	· contest notice;						
	· death certificate;						
	· dispute;						
	· divorce decree;						
	· financial hardship;						
	· general correspondence/inquiry;						
	· lease agreement;						
	· marriage license;						
	· other miscellaneous;						
	· payment;						
	· police report;						
	· proof that the vehicle was rental or leased vehicle;						
	· proof that the vehicle was sold/stolen;						
· rental car agreement;							
· returned mail – with forwarding address;							
· returned mail – without forwarding address;							
· sale documentation;							
· transponder request and							
· vehicle registration.							
495	The Contractor shall provide the capability to search for all incoming communication.						
496	The Contractor shall provide the capability to create a Case for each incoming communication piece scanned into the BOS. Each scanned communications piece will either initiate a new Case or be associated with an existing one, as determined by an Authorized User.						
497	Create a customer contact record for all automated customer contacts. For example, if the customer provides a new address and phone number, the BOS shall automatically create a contact record that says customer contacted the BOS via Self-Service Website to update address and cell phone number.						
498	The Contractor shall provide the capability to track contacts based on channel or contact reasons.						
499	The Contractor shall provide the capability to set and maintain customer contact attributes, including but not limited to:						
	· channels;						
	· date and time;						
	· actions;						
	· contact reasons;						
	· comments and comment category.						
1.5. Image Transfer and Transaction/Trip Processing							
1.5.1. Transaction/Trip Transfer							
	The ETTM System captures transactions and images for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips and handles automatic and manual image review. The transaction/trip is created by the ETTM System. The ETTM System sends the full formed trip, associated transactions, image(s) and license plate data (if needed) to the BOS.						
500	The Contractor shall provide the capability to accept and store images related to transactions/trips, Violations, I-Tolls from the ETTM System in accordance with ICD.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
501	The Contractor shall provide the capability for customers and Authorized Users to retrieve, view and print images related to transactions/trips, Violations and I-Tolls.						
502	The Contractor shall provide the capability to associate images with the related transaction/trip in the BOS based on information provided by the ETTM System.						
503	The Contractor shall provide the capability to transmit the status of image acquisition errors to the ETTM System Contractor and the PMMS.						
504	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.						
505	Reconcile and report transaction file discrepancies, errors and rejects by reason.						
506	The Contractor shall provide the capability to send and receive all data and files between the ETTM System and the BOS in compliance with the ETTM System Contractor's ICDs, and any updates made to them must meet the Requirements of the Statement of Work and Requirements.						
507	The Contractor shall provide the capability to support a list of ETTM Systems with which the BOS shall Interface to receive Transponder-Based and Image-Based Transactions. All received transactions/trips shall be verified against the list of ETTM Systems.						
508	The Contractor shall provide the capability to receive and maintain a listing of each Toll Facility's tolling points and lanes (including designation of direction) from which the BOS shall receive transactions/trips. All transactions/trips received shall be verified against the Toll Zone and lane (including designation of direction) listing for each Toll Facility.						
509	The Contractor shall provide the capability to receive and process Transponder-Based and Image-Based Transactions/Trips from each ETTM System.						
510	The Contractor shall provide the capability to validate the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the ETTM System meet the Requirements of the ICD.						
511	The Contractor shall provide the capability to validate the transactions/trips to ensure compliance to Interface Requirements and established parameters for each Toll Facility and identify errors and exceptions.						
512	The Contractor shall provide the capability to accept, but not Post to accounts or process further Transponder-Based and Image-Based Transactions/Trips that have failed the verifications and cannot be processed further as submitted for collecting tolls at the BOS. Such rejected transactions/trips include but are not limited to:						
	· transactions/trips are older than the established parameters;						
	· transactions/trips do not belong to Toll Facilities on the Toll Facilities list;						
	· transactions/trips do not belong to a Toll Zone on the Toll Facility list;						
	· internal transponder identification number is not valid;						
	· transaction/trip is a duplicate of a Posted Transponder-Based Transaction/Trip on the account;						
	· transaction/trip is a duplicate of a Posted I-Toll Transaction/Trip on the account;						
	· transaction/trip is a duplicate of a Violation transaction/trip on the account;						
· transaction/trip was rejected by the Interoperable/CTOC Agency and							
· transaction/trip is not in compliance with the ICD.							
513	The Contractor shall provide the capability to identify duplicate transaction/trip verification (Configurable) for each Toll Facility, based on various criteria, including but not limited to:						
	· Toll Facility;						
	· Toll Zone;						
	· direction of travel;						
	· lane;						
	· transaction/trip time differential;						
	· transaction/trip type;						
	· account type;						
· license plate number and							

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		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Officer S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	transponder number.						
514	The Contractor shall provide the capability to reconcile transmitted transaction/trip counts and errors by date sent to the BOS and Transaction/Trip Date and Time.						
515	The Contractor shall provide the capability to categorize failed transactions/trips into error codes and exception codes for reporting purposes.						
516	The Contractor shall provide the capability to accept and process corrected transactions/trips that have been previously rejected.						
1.5.2. Transmission Error Identification							
517	The Contractor shall provide the capability to send status of transaction/trip transmission and/or verification errors to the PMMS.						
518	The Contractor shall provide the capability to identify when the actual number of Transponder-Based Transactions/Trips and Image-Based Transactions/Trips received from an ETTM System is a percentage (Configurable) below the expected number for each Toll Zone and lane based on historical volumes and send an Operational Alert Notification to the PMMS.						
519	The Contractor shall provide the capability to identify when percentage (Configurable) of trips sent as image-based has increased compared to historical data and send an Operational Alert Notification to the PMMS.						
520	The Contractor shall provide the capability to identify when the actual number of images acquired is a percentage (Configurable) below the expected amount for each Toll Zone and lane and send an Operational Alert Notification to the PMMS.						
521	The Contractor shall provide the capability to create transmission failure Alerts based on parameters, including but not limited to missing plazas and delayed transactions by Toll Facility and transaction/trip type.						
522	The Contractor shall provide the capability to identify if there are missing images from a specific Toll Zone (Configurable number over a Configurable period of time) and send an Operational Alert Notification to the PMMS.						
523	The Contractor shall provide the capability (Configurable) to retry the acquisition of images for transactions/trips initially identified as not having images.						
524	The Contractor shall provide the capability to match the acquired image with its transaction/trip.						
525	The Contractor shall provide the capability to identify transactions/trips for which images were expected but are missing and generate an Operational Alert Notification to the PMMS if images are missing for more than a number of transactions/trips (Configurable) and after an amount (Configurable).						
526	The Contractor shall provide the capability to transmit the status of image acquisition errors to Authorized Users.						
527	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.						
1.5.3. Interoperability							
	The Authority is already Interoperable with the other toll agencies in California. During the Implementation Phase and Operations and Maintenance Phase, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority intends to participate in regional and national Interoperability.						
	The BOS and the Interoperable/CTOC Agencies shall exchange files in accordance with the most current ICDs.						
528	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the latest WRTO/CTOC ICD. See Attachment A: WRTO and CTOC Technical Specification for Interagency Electronic Data Interchange for current ICD.						
529	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the Authority's Business Rules. The Contractor shall support Interoperable agencies that will be on different versions of the WRTO/CTOC ICD throughout the Term of the Agreement.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1.5.3.1. OCTA Customers on Interoperable Agency Facilities							
	Customers who have an Active Registered account may use the Toll Facilities of Interoperable/CTOC Agencies. Transactions/trips generated on the Interoperable facilities will be transmitted to the BOS for processing and Posting to accounts. Interoperable/CTOC Agencies will receive disposition for each submitted transaction/trip in accordance with their individual Interoperable/CTOC Agency ICD. Images will not be provided by Interoperable Agencies. The BOS shall meet the following Requirements related to Transponder-Based Transactions/Trips and Image-Based Transactions/Trips submitted by Interoperable/CTOC Agencies.						
530	The Contractor shall provide the capability to create, transmit and exchange all data and files between the BOS and Interoperable/CTOC Agencies in compliance with the existing ICDs and any updates made to them to meet the Requirements of the Statement of Work.						
531	The Contractor shall provide the capability to receive and process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the Interoperable/CTOC Agencies.						
532	The Contractor shall provide the capability to validate that the Transponder-Based Transactions and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies meet the criteria for qualification, including but not limited to: · Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies are Posted when the associated account and transponder were active; · Transponder-Based Transactions/Trips and Image-Based Transactions/Trips meet the Requirements of the ICD and · Image-Based Transactions/Trips have a license plate number, Jurisdiction and Plate Type (if applicable), and the transaction occurred when the associated account and plate were active.						
533	The Contractor shall provide transaction/trip disposition to Interoperable/CTOC Agencies for each submitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.						
1.5.3.2. Interoperable/CTOC Customers on Authority Toll Facility							
	Interoperable/CTOC Agency customers who have accounts at other Interoperable/CTOC Agencies may use the Authority's Toll Facility. These customers may create Transponder-Based Transactions/Trips and Image-Based Transactions/Trips. The BOS identifies such transactions as Interoperable/CTOC Transactions/Trips, validates such transactions/trips are in compliance with Interoperable/CTOC ICDs and transmits them to the Interoperable/CTOC Agency for processing and Posting to the appropriate accounts. The Authority may assess a Configurable 'roaming/hub processing fee' based on the transaction/trip type. Interoperable/CTOC Agencies will transmit the disposition for each submitted transaction/trip to the BOS in accordance with their individual Interoperable/CTOC ICD.						
	The BOS shall meet the following Requirements related to Interoperable/CTOC Transponder-Based Transactions/Trips and Image-Based Transactions/Trips.						
534	The Contractor shall provide the capability to receive and validate Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the ETTM System.						
535	The Contractor shall provide the capability to validate that the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips are in compliance with the Interoperable/CTOC ICDs.						
536	The Contractor shall provide the capability to, if configured, assess the appropriate 'roaming/hub processing fee' based on the transaction/trip type.						
537	The Contractor shall provide the capability to identify clean air vehicles and motorcycles for discounts from Interoperable/CTOC Agencies.						
538	The Contractor shall provide the capability to transmit Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to the appropriate Interoperable/CTOC Agency.						
539	The Contractor shall provide the capability to receive transaction/trip disposition from the Interoperable/CTOC Agencies for each transmitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offorer S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
540	The Contractor shall provide the capability to invoice IOP, make payments to IOP and receive post payments from IOP, retain and aging of IOP receivables.						
1.5.4. Monitoring – Operations and System Performance							
	The Authority requires monitoring tools to effectively track and manage operations with the goals of optimizing efficiency, performance and customer service. The Authority requires clear visual and graphical representation of the workflow statuses and the provision of Alerts to identify backlogs and problems on a timely basis.						
541	The BOS shall provide pictorial representations (dashboard) of the BOS operations and performance, and Authorized Users performance and productivity at all stages of inbound customer contact points and operations process flow.						
542	The BOS shall provide Authorized Users the ability to customize and personalize their dashboard to display data elements selected by the user.						
543	The BOS shall provide user interface in real-time to review and be alerted to problems, exceptions, issues and variance from Performance Measures by means of conditional formatting.						
544	The BOS shall provide users with the capability to drill to the individual details and back-up information of any transaction/trip state, status or problem.						
545	The BOS shall provide user interface to establish various thresholds (Configurable) to monitor and assess BOS and operations performance in areas such as inbound calls, emails, chat, cases, transponder requests, etc.						
546	The BOS shall generate automated notifications to the PMMS when specified deviations from established thresholds are detected within a user defined period of time (Configurable) and provide such notifications on the dashboard.						
1.5.5. Transaction/Trip Processing Lists							
1.5.5.1. Processing Exception List							
	The Processing Exception List is a list of license plates and transponders used to identify Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that require manual review and disposition prior to final processing due to known customer service and/or processing issues.						
547	The Contractor shall provide the capability to maintain a separate Processing Exception List of license plates and transponders for each Toll Facility.						
548	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Processing Exception List of license plates and transponders.						
549	All changes to the Processing Exception List shall require Authority Approval.						
550	The Contractor shall provide the capability for Authorized Users to enter effective start and end dates for each license plates and transponder.						
551	The Contractor shall provide the capability for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that are active on the Processing Exception List to not be processed by the BOS until manually reviewed and dispositioned.						
552	The Contractor shall provide the capability via a processing exception screen to review each transaction and image and either reintroduce the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for normal BOS processing or have them remain unprocessed.						
553	The Contractor shall provide the capability via a processing exception screen to review Transponder-Based Transactions/Trips and Image-Based Transactions/Trips multiple times before reintroducing them for BOS processing.						
554	The Contractor shall provide the capability for reintroduced Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to follow all of the applicable processing rules. For example, if the time process time threshold has been exceeded the normal dispositioning process would occur.						
555	All Transponder-Based Transactions/Trips and Image-Based Transactions/Trips subject to the processing exceptions shall be included in all applicable transactional and financial reporting.						
1.5.5.2. Plate Correction List							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	The Plate Correction List contains license plate numbers identified by the CSC Operations as being problematic based on customer disputes or QA processes and requiring analysis and correction by the ETTM System Contractor to prevent recurring issues.						
556	The Contractor shall provide the capability to provide a separate Plate Correction List for each Toll Facility.						
557	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Plate Correction List of license plates with all available plate information.						
558	The Contractor shall provide the capability for Authorized Users to electronically send the Plate Correction List to the ETTM System Contractor.						
559	The Contractor shall provide the capability to search for, retrieve and correct plates added to the Plate Correction List to avoid the same errors from occurring for transactions that are in process.						
1.5.6. Customer Validation and Transaction/Trip Posting							
	Upon the completion of the initial verifications and processing, the BOS shall attempt to Post the transactions/trips to accounts. The sequence in which the Posting occurs is determined during design.						
1.5.6.1. Transaction/Trip Posting - General							
	Generally, the toll rate assigned by the ETTM System is the rate that the customer is charged. On Express Lane facilities, the toll rate depends on the numbers of occupants in the vehicle. Some transponders have the ability to indicate the number of occupants in the vehicle depending on where the customer has set the switch. Account Plans, plate codes and transponder codes such as the Clean Air Vehicle or motorcycle may also affect the toll rate. During the Operations and Maintenance Phase, it is anticipated that the occupancy required to receive a discounted or \$0 toll rate will change (for example, from 2+ to 3+).						
560	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order and sequence in which transactions/trips are processed for Posting to the various account types.						
561	The Contractor shall use the Authority's Business Rules and existing hierarchy in developing the rules for Posting trips.						
562	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order in which the transactions/trips shall be processed and their final outcome, including but not limited to:						
	· type of the transaction/trip (Transponder-Based or Image-Based);						
	· the submitting Entity (Toll Facility, Authority or Interoperable/CTOC Agency);						
	· the presence of a transponder in the transaction/trip;						
	· account type;						
	· account status;						
563	The Contractor shall provide the capability to store multiple transponders per transaction/trip and charge the transponder according to the rules.						
	· the status of the transponder at the time of the transaction/trip and						
564	· the availability of an image.						
564	The Contractor shall provide the capability to transmit Interoperable Transponder-Based Transactions/Trips to Interoperable/CTOC Agencies to Post to the Interoperable/CTOC Agency accounts.						
565	The Contractor shall provide the capability to validate Transponder-Based Transactions/Trips and account type and support the processing order (Configurable) of transactions/trips with transponders, per Business Rules.						

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566	The Contractor shall process the transaction as an Image-Based Transaction if a Transponder-Based Transaction/Trip cannot be Posted to an account, but it contains the license plate data, then depending on the reject reason. For example, if a Transponder-Based Transaction/Trip was rejected by an Interoperable/CTOC Agency due to insufficient funds on the account, then the transaction/trip can be processed as an Image-Based Transaction/Trip if an image is available.						
567	The Contractor shall provide the capability to reprocess transactions as Image-Based Transactions/Trips if Transponder-Based Transactions/Trips cannot be Posted to an account and are rejected by the BOS, in accordance with the processing order (Configurable) based on the reject reason.						
568	The Contractor shall provide the capability to validate the transaction/trip and account type and support the processing order (Configurable) of Image-Based Transactions/Trips per Business Rules.						
569	The Contractor shall provide the capability to insert pauses, of durations (Configurable), in transaction processing within the transaction/trip processing sequence to allow for other interactions (for example, a grace period to allow customer to provide payment before a transaction is Posted to a rental car account or an Unregistered account).						
570	The Contractor shall provide the capability to configure whether payments are guaranteed for both Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for each Interoperable/CTOC Agency.						
571	The Contractor shall provide the capability to Post a Transponder-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.						
572	The Contractor shall provide the capability to Post an Image-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.						
573	The Contractor shall provide the capability to process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to an account based on date and time the transaction/trip was received by the BOS in First in First Out (FIFO) order.						
574	The Contractor shall provide the capability to attempt to Post a toll transaction/trip (OCTA or Interoperable/CTOC) that did not Post to the account initially at Configurable intervals for a Configurable amount of time.						
575	The Contractor shall provide the capability to Post tolls/trips based on the particular tolling location. For example, if the transponder has a non-revenue plan for a particular Toll Facility, then transactions/trips for that transponder are charged \$0.00 for transactions/trips on that Toll Facility.						
1.5.6.2.	I-Toll Transaction/Trip Posting						
	Transponders sometimes fail to read when the customer uses the Toll Facilities. This results in the capture and processing of the customer license plate image by the ETTM System. An Image-Based Transaction/Trip along with the license plate image(s) and data is ultimately submitted to the BOS for processing. Accounts with a number of I-Tolls deemed excessive may be notified and those customers may be charged a fee.						
	The BOS identifies the license plate as belonging to the Authority or Interoperable/CTOC account and verifies that the Image-Based Transaction/Trip is eligible for Posting to the account as an I-Toll Transaction/Trip. An I-Toll shall be Posted to an account in accordance with Business Rules. For an Interoperable/CTOC account, an I-Toll shall be sent to the Interoperable Agency for processing only if the license plate is on the valid license plate file for the Transaction Date. Image(s) for I-Toll Transactions/Trips shall be retained by the BOS.						
	The Contractor shall provide the capability to identify and Post I-Tolls belonging to the Authority or Interoperable/CTOC account based on a combination of factors, including but not limited to:						
	· the account status at the time of the transaction/trip;						
	· current account status;						
	· account open date;						
	· effective date and time range for the license plate on the account;						

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576	<ul style="list-style-type: none"> · Account Plans associated with the account, transponder or license plate; · license plate number; · license plate Jurisdiction; · license Plate Type; · license plate status; · license plate image; · whether the license plate was on the account at the time of the transaction/trip and · the account balance. 						
577	The Contractor shall store the image(s) associated with I-Toll Transactions/Trips.						
578	The Contractor shall provide the capability to check each time a license plate is added to a Registered account and when a license plate start date/time is changed and every day after until resolved to see if any Violations match that license plate and Post all applicable Violations to the account in accordance with Business Rules.						
579	The Contractor shall provide the capability to setup the parameters (Configurable) which trigger an Excessive I-Toll Notification.						
580	The Contractor shall provide the capability to set up the parameters (Configurable), which trigger the application of the Excessive I-Toll fee, including a grace period after a customer is notified.						
581	The Contractor shall provide the capability to apply the Excessive I-Toll fee in the future only when a percentage (Configurable) of monthly transactions are processed by plate.						
1.5.6.3. Toll and Discount Posted							
	The transactions/trips submitted by the ETTM System and the Interoperable/CTOC Agencies will contain multiple toll rates based on the Toll Facility or Interoperable/CTOC Agency, the type of facility and the transaction/trip type (listed below). Based on the Business Rules, the BOS shall apply the applicable discounts and charge the account the correct toll rate.						
582	The Contractor shall provide the capability to apply applicable discounts for Account Plans associated with the account, transponder or license plate to the Transponder-Based and Image-Based Transactions/Trips.						
583	<p>The Contractor shall provide the capability to Post the appropriate toll and discounts to Transponder-Based Transactions/Trips and the Image-Based Transactions/Trips based on various conditions (Configurable), including but not limited to:</p> <ul style="list-style-type: none"> · type of transaction/trip received from the ETTM System, for example non-revenue; · type of transaction/trip received from the Interoperable/CTOC Agencies; · type of Toll Facility, for example Express Lanes; · account balance; · type of transaction/trip at the time of Posting (FasTrak, I-Toll or Violation); · account type; · Flags on the account, for example Excessive I-Toll and · transponder and plate designators (CAV). 						
1.5.6.4. Owner Identification							
	For those Image-Based Transactions/Trips that do not Post to an existing account or Interoperable/CTOC account, the registered owner name and address information for the vehicle (based on the license plate) needs to be obtained from DMV or ROV Lookup Provider sources.						
584	The Contractor shall establish a direct Interface with the California Department of Motor Vehicles (DMV) to perform an ROV look up for each transaction with California license plates.						
585	The Contractor shall establish a direct Interface with the Arizona, Oregon and Nevada Department of Motor Vehicles (DMV) to perform an ROV look up for any applicable trip.						
586	The Contractor shall provide a ROV Lookup Service Provider to be used to perform an ROV Lookup for each transaction with license plates from all other States, the District of Columbia and the U.S. Government.						

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587	The Contractor shall provide the capability to identify California temporary plates based on numbering sequence and other information provided by the DMV.						
588	The Contractor shall provide the capability to lookup temporary license plates issued by the California DMV utilizing a separate database for temporary plates.						
589	The Contractor shall provide the capability to obtain and store Vehicle Identification Number (VIN) for a temporary license plate and using the VIN, associate the temporary license plate to permanent plate to ensure only a single Unregistered account is created for the vehicle and that California DMV hold is placed on the permanent plate, if applicable.						
590	The Contractor shall provide the capability to manage addresses associated with Protected Plates agencies, which is the agency name returned from the DMV or ROV Lookup Provider for license plates of customers affiliated with federal, state or local agencies allowed to shield addresses. including but not limited to:						
	· allow Authorized Users to input, delete and update the addresses associated with Protected Plates agencies;						
	· electronically check against the Protected Plate data when a Protected Plate agency name is returned from the DMV or ROV Lookup Provider;						
	· automatically produce the Violation Notice with the Protected Plate agency address;						
	· allow the option for an Authorized User to review, edit and approve the Violation Notice prior to sending and if there is no match for a Protected Plate agency, hold the Violation for a Configurable period of time and allow an Authorized User to manually enter an address when obtained and send.						
591	The Contractor shall provide the capability to establish separate, ROV Lookup parameters (Configurable) to obtain the ROV, based on various criteria including but not limited to:						
	· whether the license plate is issue by a state which there is a direct DMV connection or through an ROV Lookup Service Provider;						
	· whether the license plate is a temporary plate (California only);						
	· Flags on the account, for example if the account has a bad address Flag or ROV is stale, then ROV Lookup is performed at intervals (Configurable) until a new address is obtained and cost of ROV Lookup, for example if ROV Lookups are at no cost then perform lookup every time (possibly daily) when a Violation Notice is about to be issued for the license plate.						
592	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued because the Violation date is greater than the Configurable number of days old.						
593	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued based on Business Rules.						
594	The Contractor shall provide the capability to identify and manage Violations which have no match after ROV Lookup and allow for a Configurable number of days to attempt to obtain the ROV through other methods.						
595	The Contractor shall provide the capability to view the transaction/trip and its associated image(s) and select the correct license plate registration information in the event there are multiple ROV matches returned by the ROV Lookup Service Provider for a particular license plate.						
596	The Contractor shall provide the capability to review the results and take appropriate action of partial ROV information matches and confirm the account that matches the ROV name and address.						
597	The Contractor shall provide the capability to automatically create an Unregistered account for the license plate using the ROV results if there is no match to an existing Registered or Unregistered account.						
598	The Contractor shall provide the capability to identify potential match to a Registered account based on name and address and notify the customer and add the plate and transactions.						

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599	The Contractor shall provide the capability to review the transactions/trips where the registration information is not available. The BOS shall retrieve all images associated with the transactions/trips and make them available to the Authorized User for review. The Authorized User can take the following action on the transactions/trips, including but not limited to: · manually enter the ROV data and · correct the license plate data.						
600	The Contractor shall provide the capability to re-submit license plates for ROV Lookup a number of times (Configurable) and after a period of time (Configurable) if the license plate is returned from the ROV Lookup Service Provider with no match or an error. The configuration shall be based on the type of error and the status of the communications.						
601	The Contractor shall provide the capability, if there is no response for the ROV Lookup after the number of retries (Configurable), and license plate registration information cannot be obtained, to automatically set the transaction/trip to "Unknown DMV status".						
602	The Contractor shall provide the capability, if the ROV information cannot be obtained, Post the transaction to a Registered account if the transaction/trip also contained an OCTA transponder read.						
603	The Contractor shall provide the capability to automatically record, set and maintain the ROV Lookup source based on license plate Jurisdiction.						
604	The Contractor shall provide the capability to set the length of time (Configurable by Jurisdiction) before ROV information needs to be rechecked before the license plate registration information is considered stale and must be acquired again.						
605	The Contractor shall provide the capability to set the length of time (Configurable) before ROV information for temporary license plates needs to be rechecked individually to obtain the associated permanent license plate number.						
606	The Contractor shall provide the capability to retain all historical ROV Lookup information, including but not limited to: · source of license plate ROV data; · ROV data changes and · the date the data was obtained.						
1.5.6.5. Transfer of Responsibility							
	The California Vehicle Code provides for the registered owner of a vehicle to name another individual as the person responsible for toll evasion notices. In order to comply with this Requirement, the BOS will need to record the named responsible person and process applicable NTEV accordingly.						
607	The Contractor shall provide the capability to transfer the responsibility to another party, including but not limited to: · uploading supporting documentation; · allowing for Authorized Users to enter the responsible party's name and address information for one or many Violation Notices; · dismissing the Violation Notices (including applicable tolls and fees) for the original ROV; · establishing an Unregistered account for the new ROV; · issuing Violation Notice(s) as applicable to the new ROV and · maintain history of the responsibility transfer activities.						
1.6. Registered and Unregistered Account Notifications							
1.6.1. Outgoing Notifications							
	The creation and sending of outgoing Notifications includes multiple distribution channels, such as electronic transmission (email, text), print and mail, and outbound phone calls. Notification management shall provide several methods of delivery and allow for configuring how each Notification item shall be delivered. All Notifications related to an account shall be associated with that account and Case, if applicable, in the BOS.						

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	Alerts are normally Notifications that customers opt-in for so that they can be notified (usually by text or email) when their account needs attention or when activities occur on their account. Alerts can also be Notifications based on account events of which the Authority would like customers to be informed.						
	Notifications are sent using distribution channels, such as email, text, phone call and United States Postal Service (USPS) mail.						
	There are unique Notification items, for example, a Notice of Toll Evasion Violation, an insufficient balance letter or an email Notification that the customer's account has been replenished.						
	Each Notification item has criteria which triggers its generation. When an account meets specified criteria, the account qualifies for a specific Notification item. For example, an account qualifies for a Credit Card Expiring Notification one month before the Credit Card expiration date and an account qualifies for a Violation Notice after the ROV information has been obtained.						
608	The Contractor shall provide all outgoing Notifications with a standard look and feel and submit samples of all Notifications to the Authority for Approval, prior to distribution to customers.						
609	The Contractor shall provide a Notification management process regardless of the Notification item or the distribution channel used to send the Notification.						
610	The Contractor shall develop a communication matrix for configuring the Notifications and their allowable distribution channel. This matrix shall be Configurable and will change over the life of the Contract.						
611	The Contractor shall provide a process to automatically issue each Notification when the criteria in the Business Rules is met.						
612	The Contractor shall produce and deliver print Notifications to the USPS Monday – Friday.						
613	The Contractor or its Print/Mail House Service Provider (optional) shall produce and deliver the Notifications to the USPS within two (2) Business Days of the Notification meeting the Business Rules for generation.						
614	The Contractor shall produce and deliver all electronic or phone Notifications to the customer within one (1) Business Day of the Notification meeting the Business Rules for generation.						
615	The Contractor is responsible for the quality and accuracy of the all Notification and shall review Notifications produced in-house or by its Print/Mail House Service Provider (optional), as the Contractor deems necessary to ensure accuracy of the notifications for complete addresses, correct information and Notification template/version and accurate dates.						
616	The Contractor shall provide the capability to automatically associate all outbound Notifications with the appropriate account and Case, if applicable.						
617	The Contractor shall provide the capability for customers to opt-in for Alerts and select the conditions that will result in the creation of Alerts. Customer shall have a choice of selecting the method in which they receive the Alert; a text or email.						
618	The Contractor shall provide the capability to automatically initiate customer Alert Notification based on account events, including but not limited to:						
	· an I-Toll was Posted to the account;						
	· Violation on license plate registered to customer's address on file;						
	· transponder order placed;						
	· transponder shipped;						
	· Credit Card expiry date within days (Configurable) of expiry;						
	· account balance an amount above Insufficient Balance Threshold (Configurable);						
	· daily account balance;						
	· payment Posted to account;						
	· returned check;						
· account auto-replenishment (Credit Card) failure/declined Credit Card;							
· an ACH transaction is rejected and							

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	<ul style="list-style-type: none"> account changes (Configurable), such as the addition of a vehicle to the account or change of password. 						
619	<p>The Contractor shall provide the capability to automatically initiate customer communications and Notifications based on account events including but not limited to the following.</p> <ul style="list-style-type: none"> account creation welcome letter/account profile; Excessive I-Toll threshold is exceeded; account auto-replenishment (Credit Card) failure/declined Credit Card; an ACH transaction is rejected; Credit Card update successful (from the Credit Card update service); Credit Card update failure (from the Credit Card update service); Credit Card is within a number of days (Configurable) from its expiration; Credit Card has expired; partial payment; temporary license plate expired; auto-replenishment suspended; auto-replenishment recalculation; returned check; account suspended; delinquent account second notice; Warning of Registration Hold (Configurable to only send based on the amount of time since the delinquent Notification); statement available; postpaid invoice; Notice of Toll Evasion Violation generated; Notice of Delinquent Toll Evasion Violation generated; Violation dispute accepted; Violation dispute rejected by reason; incomplete Affidavit of Non-Liability; customer-initiated review-related Notification; Administrative Hearing scheduled; account balance level is below the Insufficient Balance Threshold; account is flagged with a bankruptcy; undeliverable mail; undeliverable email; bad phone (for both calls and text)/fax situation; forgotten password, PIN or username and account status changes (Configurable). 						
620	<p>Distribute Notifications through distribution channels, including but not limited to:</p> <ul style="list-style-type: none"> mail; email; text messaging; Self-Service Mobile Application push Notifications (Phase II and optional); fax; outbound CSR call by developing a list of calls to be made and automated outbound call. 						
621	<p>The Contractor shall provide the capability for electronic Notifications to be sent as the body of an email in a format (Configurable), including but not limited to text and HTML.</p>						
622	<p>The Contractor shall provide the capability for electronic Notifications to be sent as a link to the Self-Service Website in the body of an email.</p>						

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623	The Contractor shall provide the capability (Configurable) to define Notification type and size, for example, postcard or letter.						
624	The Contractor shall provide settings (Configurable) for distribution channel for each Notification item, including but not limited to: · Authority required distribution channel(s); · customer preference and · preferred address type for mailing, for example, home, business or ROV Lookup provided.						
625	The Contractor shall provide the capability for a Notification item to be distributed using multiple distribution channels. For example, send the Notification to the customer's preferred distribution channel, which is email and by mail, based on the Authority's preference.						
626	The Contractor shall provide the capability to identify multiple Notifications that are generated for a customer and combine their mailing.						
627	The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest.						
628	The Contractor shall provide the capability to validate the existing email address anytime a new email address is provided.						
629	The Contractor shall provide the capability to send manually-generated, bulk email Notifications.						
630	The Contractor shall provide the capability to send scheduled and ad-hoc, bulk text Notifications.						
631	The Contractor shall provide the capability to send scheduled and ad-hoc, bulk mail Notifications.						
632	The Contractor shall provide the capability to read, capture, and create the USPS Intelligent Mail Barcode on incoming and outbound mail.						
633	The Contractor shall provide the capability for Notifications to include images, graphics, and lists (for example, lists of license plates and/or transponders) as well as text.						
634	The Contractor shall provide standard templates for each Notification item.						
635	The Contractor shall provide the capability to add a barcode, scan line or Quick Response Code to each outgoing Notification piece (excluding text and email body copy Notifications) so the returned Notification can be scanned and automatically associated with the proper account and, if applicable, Case. The barcode shall be visible in the top of the envelope window so as not to interfere with the USPS but to be available to scan as returned mail without having to open the envelope.						
636	The Contractor shall provide the capability to add checksum digits to barcodes on Notices and other correspondence that will likely return to the BOS or Lockbox Service Provider (optional) or Collection Agency. Barcode readers shall be able to support such checksum on barcodes and the BOS shall validate it.						
637	The Contractor shall provide the capability to ensure historical Notifications associated with accounts do not change (maintain original form and content) regardless of any changes that are subsequently made to the template for that Notification item.						
638	The Contractor shall provide the capability to create and assign version numbers/dates to Notification templates.						
	The Contractor shall provide the capability to manage/configure Notifications and their attributes according to Business Rules, including but not limited to: · add new Notifications; · deactivate Notifications; · view and select for activation past versions of Notifications; · criteria; · frequency; · escalation path; · whether based on actual account balance or balance due (calculated); · whether to send for third-party address look up; · a variable due date based on the number of days (Configurable) until payment is due; · a fixed date due (for example, monthly customer Anniversary Day);						

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639	· number of days until action must be taken;						
	· the number of days between the due date and escalation to the next Notification level;						
	· number of days between the creation date and issue date;						
	· a fixed issue date (for example, monthly customer Anniversary Day);						
	· the number of Business Days between the due date and escalation to the next Notification level;						
	· number of Business Days between the creation date and issue date;						
	· number of times to resend;						
	· number of days before the Notification is resent;						
	· whether or not to resend or reissue if a new address is received;						
	· whether to escalate but not print if address is marked 'bad';						
	· allowable distribution channel(s);						
	· distribution channel escalation;						
	· number of days from the mailing of the dispute reject letter to extend the Violation Notice payment date;						
	· eligible address type, for example, Notice of Toll Evasion Violation must be mailed to the ROV's address as provided by the ROV Lookup source;						
	· address source priority, for example, mail to the ROV Lookup address and if that piece is returned with a forwarding address then use forwarding address;						
· Notification response address, for example, some Notifications may require that payment go to the Lockbox Service Provider (optional) while others require response be sent to the BOS;							
· Notification return address, for example, some Notifications may use the return address of the Collection Agency while others will use the mail house address;							
· Notification quality review sample size and							
· whether Notification quality review and approval is required.							
640	The Contractor shall provide the capability for Notification to have a mailing date match the actual mail date of the USPS on the Notification. For example, if quality review activities and printing take two days, then the issue date would be two (2) days later than the date that the Notification was created.						
641	The Contractor shall provide the capability for Authorized Users to view all versions of each Notification item (including those items that have been modified), including but not limited to:						
	· date modified;						
	· version number;						
	· Authorized User who made the modification(s) and samples of the Notification as it looked in all previous versions.						
642	The Contractor shall provide the capability to select a Notification target audience, for either pre-developed or ad-hoc Notification, using criteria including but not limited to:						
	· use of a particular Toll Facility (overall or by direction);						
	· use of a particular Toll Zone (overall or by direction);						
	· use of a particular Toll Facility or Toll Zone during a specified period of time;						
	· use of a particular payment method;						
	· transactions/trips by time period;						
	· transactions/trips by ZIP code;						
	· transactions/trips by Vehicle Type;						
	· transactions/trips by account type;						
	· transactions/trips by Account Plan;						
	· transactions/trips by transponder type;						
	· recipients of Notice of Toll Evasion Violation issued for selectable Toll Facility use;						
	· recipients of Notice of Toll Evasion Violation issued for selectable time periods and recipients of Notice of Toll Evasion Violation issued for a combination of selectable Toll Facility use and selectable time period.						

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643	The Contractor shall provide the capability to view and Approve Notifications prior to distribution to the customer.						
644	The Contractor shall provide the capability to email, send to the Print/Mail House Service Provider (optional) for printing and mailing or reprint at a local printer any Notification directly from the account, Case or Notification search screens. For example, the customer called about a Case and requests that the CSR resend the letter by email to the customer. The CSR is in the Case and clicks to resend the letter to the provided email address.						
645	The Contractor shall design the Notifications to meet all criteria for receiving the lowest postage rate.						
646	The Contractor shall employ bulk mail rates and other mailing economies, including, the capacity for pre-sorting mail by zip code and USPS Intelligent Mail Barcode to ensure the most cost-effective postage rates are obtained.						
647	The Contractor shall provide all postage meters and establish all post office boxes needed for customer communications.						
648	Outgoing mailed Notification materials shall use the following materials:						
	· all mailed Notifications - 24lb paper;						
	· all mailed Notifications up to 3 pages - #10 window envelope;						
	· all mailed Notifications 4- 9 pages – 6"x 9" envelope;						
	· all mailed Notifications 10 or more pages – 9"x 12";						
649	· the non- Authority provided flyer - a single 8.5" x 11" piece of paper and · all return envelopes - #9 window envelopes.						
649	All Notifications printed in color shall use two colors.						
1.6.1.1. Print/Mail House Service Provider (optional)							
	The use of a third-party Print/Mail House Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.						
650	If the Contractor elects to use a third-party Print/Mail House Service Provider (optional), the selected third-party Print/Mail House Service Provider shall be located in and mailing the Authority's Notifications from the State of California.						
651	The Contractor shall provide the capability to resend any files rejected or not received by the Print/Mail House Service Provider and update the Notifications with new mail and due dates as applicable.						
652	The Contractor shall provide the capability to transmit fully created Notification items for printing and distribution to the Print/Mail House Service Provider, if utilized, for example, in Adobe PDF or XML format.						
653	The Contractor shall provide the capability to transmit Notification items as a data file for printing and distribution to the Print/Mail House Service Provider, if utilized.						
1.6.1.2. Notification Tracking, Distribution and Returned Mail Processing							
654	The Contractor shall provide the capability to track the USPS Intelligent Mail Barcode Notification delivery response for each individual Notification.						
655	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS if reconciliation from the Print/Mail House Service Provider (optional) has not been received in a specified amount of time (Configurable).						
656	The Contractor shall provide the capability to assign a status to each individual Notification, including but not limited to:						
	· qualified;						
	· in quality review;						
	· sent to Print/Mail House Service Provider (optional);						
	· acknowledged by the Print/Mail House Service Provider (optional);						
	· distributed;						
656	· undeliverable and · reissued.						

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657	The Contractor shall provide the capability to create a Notification record for each Notification generated, including but not limited to: <ul style="list-style-type: none"> · distribution channel; · date the account qualified to have that Notification generated; · date the Notification was generated; · date the Notification was sent to the Print/Mail House Service Provider (optional); · due date (if applicable); · date the Notification was printed; · date the Notification was mailed; · date the Notification was identified as undeliverable and · date the Notification was reissued, for example, if a Notification is returned with a forwarding address, a new Notification is sent to the new address. 						
658	The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest based on the address selection hierarchy (Configurable) for the Notification item.						
659	The Contractor shall provide the capability to automatically associate and store a copy of the Notification with the account upon successful mailing of the Notification as verified and provided by the BOS or Print/Mail House Service Provider (optional).						
660	The Contractor shall provide the capability to process returned mail and enter a new address, if notified by the Print/Mail House Service Provider (optional) or the USPS.						
661	The Contractor shall provide the capability to process returned mail and mark the address as undeliverable if notified by the Print/Mail House Service Provider (optional) or the USPS.						
662	The Contractor shall provide the capability to process returned mail in bulk and mark the address as undeliverable if notified by the Print/Mail House Service Provider (optional) or the USPS without having to access each account and individual Notification in BOS. For example, by scanning the Notification barcode into a BOS form for an entire batch of returned mail.						
663	The Contractor shall provide the capability to Flag returned mail as undeliverable and Flag the address as bad.						
664	The Contractor shall provide the capability to prevent Notifications from being escalated and sent to addresses marked as undeliverable or to continue to escalate and generate such Notifications but not print them (Configurable).						
665	The Contractor shall provide the capability for an Authorized User to initiate a manual Skip Tracing process on an individual record.						
666	The Contractor shall provide the capability, when a mailing address is found to be bad, to automatically perform Skip Tracing and add the acquired mailing address or other contact information to the account and identify the source of the address as Skip Tracing.						
667	The Contractor shall, if a new address was provided, automatically mark the returned Notification as returned and generate a new Notification with new dates as applicable. Escalation dates, if applicable, in the BOS shall be updated based on the new Notification dates.						
668	The Contractor shall provide the capability to manually select Notifications to be re-sent, for example, when a new address has been provided and manually entered.						
669	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable mail situation by using a different distribution channel (Configurable).						
670	The Contractor shall provide periodic checks for bad (bounced) emails and mark them as undeliverable after a number of failed delivery attempts (Configurable).						
671	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable email situation by using a different distribution channel (Configurable).						
672	The Contractor shall provide the capability to mark phone (for both calls and text) and fax numbers as bad after a number of failed contact attempts (Configurable).						

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673	The Contractor shall provide the capability to send a Notification to a customer regarding a bad phone (for both calls and text)/fax number situation by using a different distribution channel (Configurable).						
1.6.2. Registered Account Statements, Postpaid Invoices and Violation Notices – General							
	Statements – statements are generated for customers with Registered accounts, which customers can choose to receive by mail or email, or they can access statements online or via a mobile device.						
	Postpaid Invoices – if the Authority elects to offer postpaid accounts, those customers will receive an invoice on their Anniversary Day listing each transaction/trip for the billing cycle. If a postpaid account has no new transactions or other financial activity for a billing cycle, the customer will not receive an invoice. Non-payment of the first invoice shall result in the generation of a late invoice with additional fees. Non-payment of the late invoice shall result in the account being flagged as delinquent. The postpaid account shall continue to receive invoices for subsequent transactions/trips and delinquent debt may be placed in Collections. At such time each unpaid transaction/trip identified by the users will be considered a Violation and the customer shall receive a Notice of Toll Evasion Violation with each unpaid transaction.						
	Violation Notices – issued in accordance with the California Vehicle Code (CVC) and Authority Business Rules.						
674	The Contractor shall provide the capability to determine the account Anniversary Day, based on account type, including but not limited to: · account type; · account creation date; · date of first transaction and · date of initial invoice.						
675	The Contractor shall provide the capability to generate the statements on the Anniversary Day even if the account has no transactions/trips and other financial activity for the current statement cycle (Configurable).						
676	The Contractor shall provide the capability to generate the invoices on the Anniversary Day only if there are unpaid transactions/trips or other financial activity on the account that have not appeared on an invoice (Configurable).						
677	The Contractor shall provide the capability to automatically change the Anniversary Day when a new invoice is issued in place of an old invoice that is canceled. For example, if an invoice is issued on 1/5 and then returned by the USPS on 1/10, then reissued 1/15, reset the Anniversary Day from 1/5 to 1/15 to give the customer enough time to pay the 1/15 invoice before sending the next one.						
678	The Contractor shall provide the capability to generate the appropriate type of correspondence (statement, invoice), based on the account type, and account balance on the Anniversary Day or during the billing cycle.						
679	The Contractor shall provide the capability (Configurable) to set and maintain statement, invoice and Violation Notice generation parameters, including but not limited to: · type of correspondence based on account type, such as a Registered account receives a statement and Unregistered (violation) account a receives Violation Notice; · whether to include multiple Violations on a single notice by number of days since first transaction or number of transactions; · date when statement is generated, such as fixed end of the month for all accounts, any fixed date within a month or Anniversary Day; · type of statement, invoice, such as monthly, quarterly, annual; · delivery channel, such as electronic or mail; · acceptable payment methods; · acceptable payment channels; · invoice fee assessed each time an invoice is mailed and · document fee amount, such as a fee for a paper statement and electronic statements are no cost.						

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680	The Contractor shall provide the capability to generate each type of statement, invoice and Violation Notice based on, including but not limited to: · rolling Anniversary Day; · fixed day; · number of days from transaction (Configurable); · customer specified day of the month; · dollar amount threshold; · number of transactions/trips; · fixed time period; · Transaction Date; · combination of number of transactions/trips and fixed time period; · combination of dollar amount threshold and fixed time period and · combination of number of transactions/trips and dollar amount threshold.						
681	The Contractor shall provide the capability for distributing statements, suppressing the delivery of statements and assessing statement fees (if applicable) based on the following, including but not limited to: · account type; · Flag on the account. For example, accounts with USPS Coding Accuracy Support System (CASS™) lookup failure or bad address shall not be mailed a statement; · delivery channel and · delivery status. For example, if a statement fails CASS™ for address lookup, the fee shall not be charged.						
682	The Contractor shall provide the capability (Configurable) to utilize various addresses on the account for mailing statements, invoices and Violation Notices.						
683	The Contractor shall provide the capability to generate statements, invoices and Violation Notices manually, such as when specifically requested by the customer, in any format available for BOS-generated Notifications. Applicable fee(s) shall be charged for those statements.						
684	The Contractor shall provide the capability to balance the generation of statements, invoices and Violation Notices over a period of time, based on volume.						
685	The Contractor shall provide a numbering methodology for invoices, Violation Notices and accounts for the purposes of proper lifecycle documentation, reporting, adjudication and customer service.						
1.6.3. Customer Statements – Registered Accounts							
	Account statements for Registered accounts are generated monthly/quarterly as selected by the customer and as allowed by the Business Rules on the date Configured in the BOS.						
686	The Contractor shall provide the capability to generate Registered account statements that detail all account activity, including but not limited to: · prior balances on the account; · toll transaction/trip activity on the account (posting date, entry/exit location, date, and time, toll amount); · payments on the account (replenishment and one-time payments); · adjustments and credits; · discounts and rebates; · other financial activity on the account; · addition of transponders and purchase of inventory items; · account status; · customer message and global message; · fees assessed on the account and · current balance on the account.						
687	Registered account statements shall list individual transactions that Posted to the account, including but not limited to:						

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	<ul style="list-style-type: none"> Transponder-Based Transactions/Trips that Posted to the account by transponder and I-Toll Transactions/Trips that Posted to the account by license plate. 						
688	The Contractor shall provide the capability to include customer communication inserts along with customer statements based on user selected criteria, for example zip code and account type.						
1.6.4. Customer Invoices – Postpaid Accounts							
	Most Authority customers are required to maintain a prepaid account balance in order to avoid Violations. In the future, the Authority may enter into postpaid agreements with customers which will permit the use of the Authority's Toll Facility without a prepaid balance. Under this circumstance, the BOS shall periodically bill customers for usage in accordance with the following Requirements.						
689	The Contractor shall provide the capability to support account-based invoicing on postpaid accounts, where the monthly invoice reflects the license plate and transponder transactions that Posted to the account during the billing cycle.						
690	The Contractor shall provide the capability to generate a late invoice which include applicable fees if the first invoice is not paid in full by the payment due date.						
691	The Contractor shall provide the capability to Flag the postpaid account as delinquent and generate an Operational Alert Notification if the late invoice is not paid in full by the payment due date.						
692	The Contractor shall provide Authorized Users the capability to suspend a delinquent postpaid account at which time, all subsequent transactions/trips on the account are considered Violations.						
693	The Contractor shall provide the capability to initiate the delinquency process once the account is suspended on the unpaid transactions/trips which includes generation of Violation Notice and escalation of the delinquent balance on the account to Collections.						
694	The Contractor shall provide the capability to generate postpaid invoices that fully detail all activity, including but not limited to:						
	· prior balance;						
	· current charges;						
	· payments;						
	· adjustments;						
695	· detailed listing of all transponder transactions/trips on the account;						
	· detailed listing of I-Toll Transactions/Trips on the account and						
	· detailed listing of all license plate transactions/trips on the account.						
	The Contractor shall provide the capability (Configurable) to set and maintain invoice generation and transaction aging parameters, including but not limited to:						
	· invoice generation and aging timeline, for example, generate the monthly invoice thirty-days from the Anniversary Day, and amount owed is considered past due and eligible for delinquency process if not paid within five-days of the due date;						
	· account suspension parameters, for example, if account is not suspended by a user within number of days (Configurable) of it being delinquent then BOS shall suspend the account;						
	· number of invoices to issue before account is considered delinquent;						
	· grace period for aging unpaid invoices on an account, for example, a five-day grace period is applied before a late invoice is generated for an unpaid invoice;						
	· eligibility criteria, for example, if customer has at least one (Configurable) un-invoiced toll transaction/trip or other Financial Transaction within the billing cycle then generate a monthly invoice;						
	· aging thresholds and values, for example, if the past due amount on the account is more than \$5.00 and is more than thirty days past due then late fee is assessed;						
· payment thresholds based on underpayment amount for each status or workflow stage, for example, if invoice is underpaid by less than \$0.25, then the amount owed on the invoice is considered closed and							
· fee structure, for example, the fees to be assessed and whether the fees are to be assessed at the invoice level or transaction level.							

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696	The Contractor shall provide the capability at each status or workflow stage to perform the following actions, including but not limited to: <ul style="list-style-type: none"> · identify the transactions/trips that are eligible for invoicing; · add applicable fees; · add applicable advisory language; · generate next invoice for the time frame established and · transmit the invoice to the customer. 						
697	The Contractor shall provide the capability to enter a forwarding address obtained from returned mail communicated via Interface from an external vendor or manually input, which will result in the re-issue of the monthly invoice and its associated transactions/trips into the transaction aging process. The re-issued invoice shall have a new issue date and a new due date.						
1.6.5. Violations Notification							
	Violators receive a Notice of Toll Evasion Violation when their Violations are eligible for Notification. A Notice of Toll Evasion Violation referred to as Violation Notice may have multiple Violations on the notice where each unpaid transactions/trip is assessed penalties or may only have one Violation per notice. Each Notice of Toll Evasion Violation will contain transaction(s)/trip(s), as well as a fee amount, a penalty, and other information as required by the California Vehicle Code.						
	Violation Noticing and escalation is divided into the following stages: <ul style="list-style-type: none"> · Noticing – In this stage Violators are notified of their Violation(s) when the unpaid transactions/trips escalate to Violations. The Notice of Toll Evasion Violation will list the Violation(s) that occurred during the Configurable time period with each Violation showing the toll amount, the fee amount and the penalty due. Failure to pay the Notice of Toll Evasion Violation within the timeline will result in the escalation of the Violation(s) and the generation of Notice of Delinquent Toll Evasion Violation. Each Violation may be assessed additional fees/penalties. · Registration Hold – If the Violation(s) on the Notice of Delinquent Toll Evasion Violation remains unpaid past the payment due date, the Violation(s) are eligible for a Registration Hold. Currently Registration Holds are only placed for vehicles registered in California. · Tax Intercept –Unpaid Violations may be sent to the California Franchise Board for collection through the Tax Intercept Program. · Collections – Unpaid Violations may be sent to a third-party Collection Agency. The Contractor may be required to send a pre-collection letter using updated information from the Collections Agency. 						
1.6.5.1. Violator Notifications							
698	The Contractor shall, based on the Violation Notice eligibility criteria, per the Business Rules, provide the capability to perform Violation Notice, including but not limited to: <ul style="list-style-type: none"> · first level Notice or the Notice of Toll Evasion Violation; · escalate to second level Notice or Notice of Delinquent Toll Evasion Violation, and · Registration Hold warning and pre-collections Notice, if eligible. 						
699	The Contractor shall provide the capability to process Image-Based Transactions/Trips through the Violation process, per the Business Rules, including but not limited to: <ul style="list-style-type: none"> · verify that the Configurable time frame for making a payment has passed; · convert the Image-Based Transactions/Trips to a Violation by assessing the applicable fees and penalties; · verify that no Internal Review, Administrative Hearing or Superior Court Appeal has been requested; · verify that there is no account hold (occurs when there is a Case that requires the CSR to investigate the violator account and all Violation workflow events are suspended) on the Violations; · verify that there is no account hold on the Notice; · verify that there is no account hold on the account; 						

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	<ul style="list-style-type: none"> verify that license plate is not on an account that has account balance above the Insufficient Balance Threshold; verify that the required number of Violations are open; verify that the Notice is open; verify that the payment due date has passed; verify that the Configurable payment mailing/processing grace period has passed; verify that the Violations are eligible for escalation to a Notice; verify that the Notice is eligible for the next level of noticing; escalate the Notice to the next level; add applicable penalties and notify the violator of the escalated Notice. 						
700	<p>The Contractor shall provide the capability for a CSR to manage all Notices on the account, including but not limited to:</p> <ul style="list-style-type: none"> list all open Notices on the account; view all open Notices on the account; re-print any Notice; view all open Notices by escalation level; view selected Notices; view all closed Notices; view all closed Notices by escalation level; process Notice payments; process Violation payments; dismiss an open Notice; dismiss fees and/or penalty on a Violation but never the toll amount without the approval of an Authorized User with the authority to dismiss tolls; dismiss Violations within an open Notice; process Violations for Posting to a customer's transponder or Registered License Plate account; process Violations for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list and process other Flagged Violations on the license plate for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list. 						
701	<p>The Contractor shall provide the capability to establish a "sinner to saint" program where part or full amount of the fee and/or penalty is credited to the account as a toll credit. The "sinner to saint" program is offered to violator that meet certain criteria including but not limited to:</p> <ul style="list-style-type: none"> first time violator and less than a Configurable number of Violations. 						
702	<p>The Contractor shall provide the capability to offer violators an "early bird special" a Configurable percent reduction in fee and penalty amounts are made if the violator makes an early payment. The "early bird special" program shall be made available to all Violation payments or the first time the violator gets a Violation Notice (Configurable).</p>						
703	<p>The Contractor shall provide the capability to Configure the BOS to support Notice-based Violation escalation, for example if first level Notice is not resolved within the timeline established, then the first level Notice is escalated to the second level Notice that reflects only the outstanding balance on the first level Notice plus additional penalties per unpaid Violation, even though the account may have additional Violations.</p>						
704	<p>The Contractor shall provide the capability to dismiss selected individual Violations on a Notice and prevent their escalation, while allowing the remaining Violations/Notice to escalate.</p>						
705	<p>The Contractor shall provide the capability to place a Notice on account hold and enter the account hold reason at any escalation level. When an account hold is placed, the Violation aging process is suspended.</p>						

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706	The Contractor shall provide the capability to place selected individual Violations on hold at any escalation level, including Violations that are not on a Notice.						
707	The Contractor shall provide the capability to prevent the aging and escalation of Violations and Notices that are placed on account hold.						
708	The Contractor shall provide the capability to continue processing the Violations and Notices a Configurable number of Calendar Days after an account hold is released.						
709	The Contractor shall provide the capability to restart the Violation aging timeline a Configurable number of Calendar Days after the issuance of the dispute rejected Notification.						
710	The Contractor shall provide the Configurable capability to automatically initiate multiple escalations on a Notice at the same time based on the type of license plate, for example initiate a vehicle Registration Hold and escalate the Notice to Collections if the license plate was issued in a Jurisdiction that permits concurrent Registration Hold and Collections.						
711	The Contractor shall provide the capability to process Violations for the rental car license plate transactions/trips with the same license plate number and within the same renter's rental period, per the Configurable Business Rules.						
712	The Contractor shall provide the capability to identify Unregistered accounts that qualify as "repeat violators" on a Configurable basis based on Business Rules including but not limited to:						
	· number of open Violations on the account;						
	· no ROV information obtained;						
	· outstanding balance on the account and						
713	· total number of Violations on the account for a given time period.						
	The Contractor shall provide the capability to assess additional penalties on Violations/Notices on Unregistered accounts that are Flagged as repeat violator.						
714	The Contractor shall provide the capability to transmit the license plate data of repeat violator to the ETMM System at Configurable intervals to support manual enforcement of repeat violators.						
715	The Contractor shall provide the capability for Authorized Users to force selected Notices from one escalation level to another and by-pass the eligibility criteria.						
716	The Contractor shall provide the capability to configure and maintain Violation Notice parameters for each escalation level, including but not limited to:						
	· the minimum number of Violations over a Configurable period of time to initiate a Violation Notice;						
	· the aging timelines for escalation of Notices, for example the timeline for escalating from a first level Notice to a second level Notice if the Notice is not paid or dismissed;						
	· the penalties assessed on individual Image-Based Transaction/Trip;						
	· the individual Notice level penalties;						
	· maximum penalty that can be assessed on individual Image-Based Transaction/Trip and account;						
	· the Notice underpayment percentage thresholds to prevent escalation;						
	· the Notice underpayment amount thresholds to prevent escalation;						
	· the maximum Notice amount to be paid to by-pass an escalation level;						
	· the maximum number of Violations on the Notice to halt escalation;						
717	· the maximum amount due on a Notice to halt escalation;						
	· allowable "sinner to saint" offers for violators who establish Registered accounts and						
718	· allowable "early bird special" offers.						
	The Contractor shall provide the capability to automatically advance to the proper Notice processing screen when the Notice barcode is read via the barcode reader.						
	The Contractor shall provide the capability to escalate or place on hold the Notices Flagged as 'bad address' as defined by the Business Rules.						

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719	The Contractor shall provide the Configurable capability to process Notices if a good address is subsequently found for a Notice or account that is Flagged as a 'bad address' based on the escalation level, including but not limited to: <ul style="list-style-type: none"> retain the new address; reissue the Notice to the new address, for example if it is a second level Notice then the second level Notice is reissued to the new address with a new due date and reintroduce the Notice and its associated Violations into the Violation workflow at the appropriate place, per the Business Rules. 						
720	The Contractor shall provide the capability to process Violation against a home account or Interoperable/CTOC Agency per the Business Rules, including but not limited to: <ul style="list-style-type: none"> Post the Violation transactions/trips; Post the transaction/trips at the appropriate toll rate; dismiss part of the fees or the whole fee amount; dismiss part of the penalties or the whole penalty amount; pay the fees and pay the penalties. 						
721	The Contractor shall provide the capability to identify and retrieve Violation related records into a search results grid, including but not limited to: <ul style="list-style-type: none"> Violation ID number; Notice ID number; location of Violation; license plate number; license Plate Type; license plate Jurisdiction; customer name; customer address; transaction/trip date range; user ID; phone numbers; email addresses; Violation escalation status; account Flags (for example Notice on hold); address type; bad address; Violation disposition reason; Violation disposition statuses (for example paid); payment receipt number; comments and Alerts. 						
722	The Contractor shall provide the capability to drill down from the final open or closed escalated Notice to the related previous Notices.						
723	The Contractor shall provide the capability to drill down from the current Notice that is open to the related Violations and images.						
724	The Contractor shall provide the capability to generate an on-demand Violation Notice and activity statement based on various, Configurable selection criteria that shows the history of Violations, including but not limited to: <ul style="list-style-type: none"> all related Notice ID number(s); all individual Violations; payments made; adjustments made; 						

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	<ul style="list-style-type: none"> related disputes and results; Violation dismissals; settlements that closed Violations; history of holds placed on Notice; current status of Notice and current status for each Violation. 						
725	<p>The Contractor shall provide the capability to generate an on-demand summary violator account statement based on various, Configurable selection criteria that shows the history of the account, including but not limited to:</p> <ul style="list-style-type: none"> number of Notices on the account by escalation; all related Notice ID number(s) and current status; all individual Violations and current status; payments made; adjustments made; related disputes and results; Violation dismissals and reason; Notice dismissals and reason; settlements that closed Violations; history of holds placed on Notices; current status for each Notice and current status for each Violation. 						
726	<p>The Contractor shall provide the capability to generate a detailed violator account statement based on various selection criteria that shows the history of the account, including but not limited to:</p> <ul style="list-style-type: none"> listing of all Notices on the account and their escalation status; listing of all disputes on the account that were accepted and rejected; payments made against the Notices; listing of all Violations closed due to dismissals; listing of all Violations closed due to settlements and listing of all account holds or Flags on the account. 						
727	The Contractor shall provide the capability to attach the generated Statement to the account and make it automatically available through the account history.						
1.6.5.2. Registered Account Violators							
	When a prepaid Registered account's balance reaches an Insufficient Balance Threshold and all replenishment attempts have failed or when a postpaid, Registered account's invoice is past due, future transactions are Violation transactions/trips and Unregistered accounts are established. Registered account holders usually resolve any account issues bringing the account balance back to good standing so an approach that easily resolves Violations in such situations must be provided along with a method to inform customer of outstanding Violations for plates on their account.						
728	The Contractor shall provide the capability to associate the Unregistered account(s) and Violations created for vehicles on a Registered account while maintaining the privacy of all account holders (both Registered and Unregistered).						
729	The Contractor shall provide the capability to inform Registered account holders of outstanding Violation on vehicles registered to their account while maintaining the privacy of all account holders (both Registered and Unregistered).						
1.7. Payment Processing							
1.7.1. Payment Processing – General Requirements							
730	The Contractor shall utilize the Authority's Bank Accounts in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement, in Section 1.14.3.						
731	The Contractor shall comply with the California Civil Code Section 1747.08 related to personal identification laws.						

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732	The BOS shall initiate Credit Card payments with the Merchant Service Provider(s) that will process the electronic payments and deposit funds in the Bank Accounts provided by the Authority in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement, in Section 1.14.3.						
733	The Contractor shall comply with PCI and all applicable merchant card association agreements and other applicable regulations for the exchange of Credit Card payments.						
734	The BOS shall accept payments through all commercially-available payment methods, including but not limited to: cash, check, money order, certified check, cashier's check, ACH and Credit Card.						
735	Certain payment methods, such as cash, EMV chip integrated circuit card and mobile contactless NFC shall be accepted only at WICs.						
736	The BOS shall accept payments through its agreements with Lockbox Service Provider (optional) and Collection Agency.						
737	The Contractor shall implement appropriate controls to ensure the security of payment transactions, including controls over cash, checks and customer Credit Card information. These controls shall be PCI and GAAP compliant and meet the requirements for a Statement on Standards for Attestation Engagements (SSAE)-18 Type II Audit.						
738	Credit Card and ACH information shall be tokenized and the information shall be stored by a certified 3rd party processor. The 3rd party processor(s) may also be the Contractor-provided Merchant Service Provider and/or another Contractor-provided certified 3rd Party.						
739	The Contractor shall process, deposit and record all customer payments the same day received from the customer, using the most efficient and cost-effective methods available in the industry (for example, by utilizing remote deposit/Check 21 as opposed to sending physical checks to the bank).						
740	The BOS shall provide the capability to process all payments accepted and apply them toward, including but not limited to:						
	· prepaid balance,						
	· specific toll transactions,						
	· specific account fees,						
	· purchase of inventory items (ex. transponders),						
	· invoice payments,						
741	The BOS shall handle all payment exceptions including but not limited to:						
	· partial payments,						
	· overpayments,						
	· return payment,						
	· chargebacks,						
	· errors in applying payments,						
742	· refunds and						
	· reversals.						
742	All successful payments made via Credit Card shall have a viewable, searchable authorization code for the transaction which shall be included on applicable reports.						
743	The Contractor shall provide the capability to process transactions, including but not limited to:						
	· sales;						
	· chargebacks, chargeback reversals and representations;						
	· returned payments (for example, returned checks);						
	· payment plan payments;						
	· adjustments;						
	· reversals;						
· voids and							
	· refunds (except for cash).						

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744	The Contractor shall provide for the processing of all payments and account replenishments, including but not limited to: · account prepaid balance; · tolls; · fees; · penalties; · invoices; · Notices; · non-toll transactions; · transponder sales (full price, warranty sale, no sale, promos and coupons); · Account Plans and · inventory purchases, including transponders.						
745	The Contractor shall provide real-time, fully automated payment clearing and processing for all electronic payment methods.						
746	The Contractor shall interface with one or more Merchant Service Providers (no more than three) for the purpose of settling Credit Card transactions.						
747	The Contractor shall send replenishment requests to, and capture the results returned from, the Merchant Service Provider and update accounts accordingly.						
748	The Contractor shall provide the capability to process a payment for multiple, unrelated charges (bulk payments) and accommodate the reversal of such payment. For example, pay an invoice or Violation Notice (for one or multiple Violations) in one account and fund another account's prepaid balance or Post batch payments from rental processors for individual transactions/Violation Notices.						
749	The Contractor shall provide a proven and reliable method of communicating with the Merchant Service Provider(s).						
750	The Contractor shall provide the capability to identify and process overpayments, including but not limited to: · re-assign to an alternate account; · apply to unpaid transactions/trips; · refund overpaid amounts and · apply overpaid amounts to account balance.						
751	The Contractor shall provide the capability to notify the customer about all partial and overpayments.						
752	The Contractor shall provide tracking of payment transactions by, including but not limited to: · Transaction Date; · Posting Date and · payment channel.						
753	The Contractor shall provide the capability to apply multiple payment methods for a single payment. For example, for a \$30.00 amount due, allow payment of \$20.00 from a Credit Card associated with the account and \$10.00 cash.						
754	The reversal of any payment shall result in the items paid being marked as unpaid, having the same effect as if those items had never been paid (for example, when a Violation payment is returned, escalation resumes at the point where it left off as opposed to restarting from the beginning of the escalation process).						
755	The Contractor shall provide the capability to use the available account balance as payment for all inventory items (for example, transponders) and show the detailed changes in account balance in the user interface, to customers on the Self-Service Website and on customer statements.						
756	The Contractor shall engineer the payment process to prevent double-payments, for example, prevent an Authorized User or customer from making two identical payments by clicking the payment button twice.						

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757	The Contractor shall engineer the payment process to prevent an Authorized User or customer from making payments in excess of a certain amount (Configurable).						
758	The Contractor shall display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to the Authorized User or customer being allowed to submit a payment.						
759	The Contractor shall provide audit trail and exception reporting that helps reconcile discrepancies between the BOS and the Merchant Service Provider.						
760	The Contractor shall provide summary and detail data by payment type on the processing status of all transactions, including a description of all failures.						
761	The Contractor shall provide Authorized Users the detailed reasons for Credit Card declines, including but not limited to:						
	· invalid card number;						
	· name mismatch;						
	· card Security Code mismatch;						
	· contact Credit Card company and address mismatch.						
762	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that interface with the Bank.						
763	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that interface with the Merchant Service Provider or with the communications to the Merchant Service Provider.						
764	The Contractor shall provide the capability to notify customers of failures in the processes that interface with the Merchant Service Provider (for example, when there is a loss of communication between the BOS and the Merchant Service Provider).						
765	The Contractor shall provide the capability to notify customers about various auto-replenishment activities. For example, replenishment was successful with secondary payment method, or replenishment failed.						
766	The Contractor shall provide detailed tracking and reconciliation of payments.						
767	The Contractor shall provide the capability to accept payments to a Registered account resulting in the payment of all unpaid Violation Notices and Violations on the linked Unregistered accounts plus fees and/or penalty based upon escalation stage (Configurable).						
768	The Contractor shall provide the capability to set a payment hierarchy for Registered accounts (Configurable) that determines the order in which payments are applied, including but not limited to:						
	· in FIFO order;						
	· by Transaction Date;						
	· by Posting Date;						
	· by payment item type (for example, tolls then fees) and by combination of date and transaction/trip type.						
769	The Contractor shall provide the capability to set a payment hierarchy Configurable for Unregistered accounts that determines the order in which payments are applied, including but not limited to:						
	· in FIFO order;						
	· by Transaction Date;						
	· by Posting Date;						
	· by payment item type (for example, Violation Notices, penalties then fees) and by combination of date and transaction/trip type.						
770	The Contractor shall provide the capability to accept payments for specific items as requested by the customer (and allowed under the Business Rules).						
771	The Contractor shall produce receipts for all payments in both real-time (on demand) and automatic (for auto replenishment).						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
772	The Contractor shall transmit receipts to customers on customer request via any Notification channel.						
773	The Contractor shall allow for reprinting of receipts for all payments in a PCI-compliant format. Reprinted receipts shall be exact copies of the original receipt and shall include the duplicative nature of the document and include the date of the reprint (for example, the reprinted receipt shall be marked "COPY" and indicate the date of the copy with the original receipt date also reflected on the document).						
774	The Contractor shall provide the capability to trace each payment to the transactions paid and each transaction paid or prepayment to a payment, including but not limited to:						
	· invoices;						
	· Violation Notices;						
	· tolls;						
	· prepaid tolls;						
775	· fees and						
	· penalties.						
775	The Contractor shall provide the capability to accept payments for transactions/trips associated with a license plate that has not yet been associated with an account.						
776	All receipts shall contain a payment reference number that is traceable through the entire payment clearing process. For example, a Credit Card payment's reference number as printed on the receipt will also appear on the customer's Credit Card statement and is a searchable field in the database, enabling a CSR to identify a payment applied to an account from only the details available on a customer's Credit Card statement.						
777	The Contractor shall provide the capability to convert an Unregistered account to a Registered account, taking one payment for the outstanding Violation amounts and the amount required to open a Registered account.						
778	The Contractor shall provide the capability to search for a payment by date, payment source, Credit Card # or Bank Account information.						
779	The Contractor shall provide the capability for Authorized Users to conduct research on un-allocated funds, including viewing images of original payment items (checks), correspondence, and data entered into the BOS at the time the check was Posted.						
780	The Contractor shall provide the capability for Authorized Users to Post payments from un-allocated funds to accounts while preserving the payment's audit trail (for example, once applied to the account, Authorized Users shall have the ability to determine when the payment was Posted to un-applied, any activity that occurred while it was in that status, and when it was Posted from un-applied to the account).						
781	The Contractor shall provide the capability to age un-applied payments, to report on such payments and to generate Alerts when un-applied payments have exceeded a specified age (Configurable).						
1.7.2. Payment Methods and Handling							
782	The Contractor shall provide the capability to accept payments, including but not limited to:						
	· in-person at WICs;						
	· over the phone with a CSR;						
	· over the phone via the IVR;						
	· automatic payments;						
	· via the Self-Service Website;						
783	· via the Self-Service Mobile Application (Phase II and optional);						
	· via mail and						
	· via the Lockbox Service Provider (optional).						
783	The Contractor shall provide the capability to calculate the required payment during account creation based on, but not limited to:						
	· the prepayment Requirements;						

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	<ul style="list-style-type: none"> cost of inventory items (for example, transponders) and any Account Plan fees. 						
784	The Contractor shall provide the capability to store Credit Card information for one-time payments (for example, permit customers to enter Credit Card information once and then use that stored Credit Card to make one-time payments on their account without being required to rekey the Credit Card information).						
785	The Contractor shall provide the capability to accept payments, including but not limited to:						
	· one-time payments;						
	· recurring fixed amount payments;						
	· recurring varying amount payments;						
	· a combination of fixed and varying amounts (payment plan monthly payment plus recurring auto replenishment);						
	· recurring maximum replenishment amount per payment method on the account (for example, if the replenishment amount is \$10,000 but maximum replenishment allowed for that Credit Card is \$1,000 there should be 10 \$1,000 replenishments);						
	· recurring payments on a fixed day of the month;						
· recurring payments every "x" number of days (for example, every 28 days);							
· recurring payments for Postpaid accounts as, fixed number of days after the invoice is issued (Configurable) and							
· recurring payments triggered by account balance.							
786	The Contractor shall provide the capability to accept and Post in the BOS payments and adjustments transmitted from the Collection Agency.						
787	The Contractor shall provide the capability to process payments directly in the BOS for all accounts in any status with any balance.						
788	The Contractor shall provide the capability to accept the following types of payments made in-person or by mail at all Approved locations, including but not limited to:						
	· cash (at in-person locations only);						
	· check;						
	· cashier's check;						
	· certified check;						
	· money order;						
	· e-check (not available by mail);						
	· Credit Card;						
	· ACH;						
	· EMV chip integrated circuit card (at in-person locations only) and						
· mobile contactless NFC (at in-person locations only).							
789	The Contractor shall provide the capability to accept Credit Card payments made via the IVR, via the Self-Service Website and via the Self-Service Mobile Application (Phase II and optional).						
790	The Contractor shall provide the capability to accept all major Credit Cards, including:						
	· Visa;						
	· MasterCard;						
	· American Express and						
· Discover Card.							
791	The Contractor shall provide the capability for accepting Credit Card, EMV and mobile contactless NFC payments via POS devices for payments made in-person.						
792	The Contractor shall provide the capability for accepting Credit Card payments by manually entering Credit Card information for payments made in-person.						
793	The Contractor shall provide the capability to Post payment transaction(s) to the account when payment related actions occur, including but not limited to:						
	· successful payment processing, and						

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	unsuccessful payment processing, for example recording a failed attempt.						
794	The Contractor shall provide the capability to refund checks that have been Posted to the BOS but cannot be matched successfully to an account.						
795	The Contractor shall provide the capability to Flag that an account has had returned checks.						
796	The Contractor shall provide the capability to Flag that an account has had declined Credit Card charges.						
797	The Contractor shall provide the capability for an Authorized User to correct or reverse payments applied in error, including but not limited to payments applied to multiple transactions or accounts, via Cases.						
798	The Contractor shall provide the capability to require approvals for payment corrections via Cases.						
799	The Contractor shall provide the capability to prevent corrections to or reversals of payments that have already been refunded, for example, payments that have been reversed entirely cannot be reversed again or refunded.						
800	The Contractor shall ensure all adjustments to payments are shown on the account and are reconciled.						
801	The Contractor shall provide the capability to process multiple chargebacks on a payment if the previous chargebacks are reversed or represented.						
802	The Contractor shall provide detailed tracking of payments by payment categories, for example, payments, declines, reversals, returned payments, chargebacks, chargebacks reversals, chargeback representments, refunds, voided refunds and replenishment.						
803	The Contractor shall provide detailed tracking of payments by payment methods, for example, cash; check; Credit Card; ACH and mobile contactless NFC.						
804	The Contractor shall provide detailed tracking of payments by payment type, for example, Visa; MasterCard; American Express and Discover Card.						
805	The Contractor shall provide detailed tracking of payments by payment items, for example, invoices; Violation Notices; fees; penalties; tolls and prepaid tolls.						
806	The Contractor shall provide detailed tracking of payments by payment locations, for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), Lockbox Service Provider (optional) and Collection Agency.						
1.7.3.	Merchant Service Provider (MSP)						
	The MSPs shall process all Credit Card, Debit Card and ACH Services described in these Requirements.						
807	The Contractor shall contract with two (2) separate MSPs for processing of BOS payments. The Contractor shall work with the Authority in determining the volumes and types of processing assigned to each MSP, which may result in shared processing or all processing being assigned to one (1) of the MSPs.						
808	The Contractor and MSPs shall provide Credit Card and Debit authorization for the BOS (card not present / internet and card present for the Walk-in Center) utilizing one or more merchant identification numbers.						
809	The Contractor and MSPs shall provide ACH clearing for the BOS.						
810	The Contractor and MSPs shall provide complete, flexible and timely online reporting services, including detailed transactions on chargebacks, card transactions, deposit totals and batch totals and summary information per merchant and for the Authority overall.						
811	The Contractor and MSPs shall provide all reporting online.						
812	The Contractor and MSPs shall provide a monthly analysis statement showing detailed charges for all account services for each merchant ID, including a combined statement analysis.						
813	The Authority shall be assigned dedicated MSP account representatives that can be contacted through a toll-free number and email.						
814	The MSPs shall provide customer support during business hours Monday through Friday 7:00 a.m. until 6:00 p.m. PST.						

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815	The MSPs shall provide seven (7) days per week technical support utilizing a customer service phone number.						
816	The Contractor and MSPs shall cooperate with the Authority on assignment of accounts. The Authority will assign all bank accounts for the Authority's settlements and merchant activity. No merchant numbers or identifications shall be assigned to the Authority without written notice from the MSPs and Approved by the Authority.						
817	The Contractor and MSPs shall provide payment, settlement, and refunding services.						
818	The Contractor and MSPs shall provide daily settlement of merchant accounts.						
819	The Contractor and MSPs shall make next day deposits after settlement into the OCTA bank accounts.						
820	The Contractor and MSPs shall provide immediate online access to outstanding retrieval requests and chargebacks.						
821	The Contractor and MSPs shall provide a fully electronic online chargeback system that will accept electronic signatures and support files to satisfy outstanding retrieval requests and chargebacks.						
822	The Contractor and MSPs shall provide the ability to generate ad hoc reports with extracted information based on user-defined parameters.						
1.7.4. Payment Processing and Lockbox (optional)							
	The use of a Lockbox Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.						
823	The Contractor shall process, Post to the appropriate accounts, and reconcile payments transmitted by the Lockbox Service Provider if the Contractor elects to utilize a Lockbox Service Provider.						
824	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that interface with the Lockbox Service Provider.						
825	The Contractor shall provide the capability to associate images of checks and stubs received at the Lockbox Service Provider to the proper account.						
826	The Contractor shall provide the capability to receive and process Lockbox Exceptions and ensure payments are appropriately accounted for, including but not limited to: · correspondence items and customer comments associated with payments; · payments the Lockbox Service Provider is unable to associate to an account and · payments that the BOS is unable to Post to an account.						
827	The Contractor shall provide the capability for Authorized Users to research and determine the disposition of Lockbox Exceptions, including but not limited to: · Posting payment to the account; · refund payment to customer or · hold as un-allocated funds.						
828	The Contractor shall provide the capability to automatically create Cases for Lockbox Exceptions. For example, if a check was received without a payment coupon, it cannot be associated with an account and research must occur.						
829	The Contractor shall provide the capability to identify criteria which trigger specific Lockbox Exceptions (Configurable) which are flagged for further review, including but not limited to: · discrepancy above a threshold between amount on check and amount due; · payment made to accounts in particular statuses; · check dollar amount and · multiple payments for the same amount on the same account in the same batch or processing day.						
830	The Contractor shall provide the capability to electronically receive and process correspondence received at the Lockbox Service Provider, for example changes of address.						
831	The Contractor shall provide the capability for Authorized Users to view un-allocated funds (funds which have been Posted to the BOS but which have not been Posted to an account).						
832	The Lockbox Service Provider processing services shall take place within the State of California.						
1.7.5. Credit Card Processing							

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	The most common payment method in the BOS is Credit Card. The BOS shall have a simple and intuitive Interface with the Merchant Service Provider. The most efficient and cost-effective means of accepting Credit Card payments shall be employed in the BOS by the Contractor.						
	The Contractor's solution shall provide Credit Card payment tokenization and hosted third party Credit Card storage (or equivalent solution). This method is designed to eliminate the need to store Credit Card numbers within the BOS database therefore reducing risks and efforts for PCI Compliance.						
833	The Contractor shall contract with an Authority approved Merchant Service Provider.						
834	The Contractor shall use a Payment Gateway or a Direct Connection between the BOS and the Merchant Service Provider.						
835	The Contractor shall process all Credit Card payment transactions via the Merchant Service Provider.						
836	The Contractor shall provide for Payment Tokenization and Hosted Third Party Credit Card storage (or equivalent solution) such that the Credit Card information is not stored in the BOS.						
837	The Contractor shall provide an automated credit card update service (including both expiration dates and newly issued cards).						
838	The Contractor shall provide the capability to issue refunds to Credit Cards.						
839	The Contractor shall provide the capability to track data related to Credit Card inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Credit Card charges are received.						
840	The Contractor shall provide the capability for Credit Card chargebacks and permit investigation of the details as Cases.						
841	The Contractor shall provide the capability for Authorized Users to reverse Credit Card chargebacks and to allow for a number of chargeback representations (Configurable)						
842	The Contractor shall provide the capability to credit accounts immediately upon a successful Credit Card payment authorization.						
843	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for a transaction is not received within a Configurable amount of time.						
844	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for an account contains codes that indicate the need for the Authority to contact the Credit Card company, for example a "referral code".						
845	The Contractor shall provide the capability to update accounts with the results from the Merchant Service Provider, for example a Credit Card transaction failed to authorize or settle due to a mismatched address error.						
846	The Contractor shall provide the capability to identify potential fraudulent Credit Card transactions and send an Operational Alert Notification to the PMMS, for example, when there are multiple failed authorizations for a single card.						
847	The Contractor shall provide, for validation purposes, fields to capture and store within the BOS Credit Card information, including but not limited to:						
	· token;						
	· Credit Card expiration date;						
	· name on the card;						
	· ZIP code and · billing address associated with the card.						
848	The Contractor shall provide the capability to submit disputes to chargebacks.						
849	The Contractor shall provide the capability to receive updates to individual customer Credit Card expiration dates from the MSPs.						
1.7.6.	ACH Processing						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offerrer S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	The cost of processing ACH transactions is generally lower than the cost of processing a Credit Card transaction, which is one of the primary reasons for including Requirements for this payment method. Many commercial customers also prefer ACH to Credit Card replenishment. ACH carries its own set of risks and challenges, which the Contractor will need to address. For example, the Contractor will need to address the timing of crediting an account after an ACH transaction is initiated and how ACH rejections will be processed.						
	Like the Credit Card process, the Contractor's solution shall provide Credit Card payment tokenization and hosted third-party routing and account number storage (or equivalent solution).						
850	The BOS and CSC Operations shall remain current with industry standards and advancements in technology and security related to Credit Card and ACH payments.						
851	The Contractor shall provide an Interface to the Merchant Service Provider or bank for ACH payment.						
852	The Contractor shall provide for ACH tokenization and hosted third-party ACH storage (or equivalent solution) such that ACH information is not stored in the BOS.						
853	Process all ACH payment transactions via the third-party hosted services.						
854	Provide capability to process both ACH debits and ACH credits with the Merchant Service Provider or bank.						
855	Provide a selection for "Checking" and "Savings" account designation when ACH is selected for replenishment and ensure transmission to the bank carries such information.						
856	Provide the capability to verify the customer Bank Account information and availability of funds with the Merchant Service Provider prior to initiating an ACH debit.						
857	Credit customer's account immediately upon initiating an ACH debit.						
858	Provide the capability to reverse an ACH payment if declined by the bank.						
859	Provide an Alert to the PMMS if an ACH response for a transaction is not received from the bank within a Configurable amount of time.						
860	Provide sufficient protections (and Alert to the PMMS) to prevent multiple (duplicate) ACH payments for the same Bank Account number within a Configurable period.						
1.7.7. Check/Money Order Processing							
	Checks received from customers shall be processed in the most efficient and cost-effective manner available in the payment processing industry.						
861	The Contractor shall provide the capability to accept checks (personal, cashier's or certified) as a form of payment.						
862	The Contractor shall provide the capability to accept money orders as a form of payment.						
863	The Contractor shall use Check 21 to electronically deposit checks and convert checks into ACH transactions.						
864	The Contractor shall Post to customer accounts and deposit into the Authority's bank account within one (1) Business Day of receipt.						
865	The Contractor shall provide scanning capability at the initial check or money order receiving and processing point. The resulting image shall be stored in the BOS, be available to Authorized Users and electronically transmitted to the bank for deposit.						
866	The Contractor shall provide the capability to mask Bank Account information, including the MICR line, for stored check images.						
867	The Contractor shall provide check scanning tools such that the resulting image can be optimized via image enhancing tools, including options for saving original and enhanced images.						
868	The Contractor shall provide the capability, when accepting check or money order payments, to automatically populate the check or money order number field via check scanner.						
869	The Contractor shall provide the capability to credit accounts immediately upon check or money order payment.						
870	The Contractor shall provide the capability to associate checks and stubs received at the BOS to the proper account.						

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871	The Contractor shall provide the ability to receive batch payments from rental agencies to be applied to individual transactions.						
872	The Contractor shall provide the capability to batch process checks by scanning a payment coupon and check, automatically Post payments to customer accounts, automatically associate images with customer accounts and provide exception processing.						
873	The Contractor shall provide the capability to reverse all forms of check or money order payment if declined or returned by the bank, including the assessment of applicable fees.						
874	The Contractor shall provide all armored services required for the physical transfer of cash or payment instruments.						
875	The Contractor shall provide live check verification at the WIC.						
876	The Contractor shall provide all reconciliations of funds received to BOS Posting and the Authority's bank account.						
1.7.8. Cash Processing							
877	The Contractor shall provide the capability to accept cash as a form of payment.						
878	The Contractor shall provide a cash change fund and cash change fund management functionality, including but not limited to:						
	· beginning balance;						
	· ending balance and · reconciliation.						
879	The Contractor shall provide the capability to credit the account immediately upon receipt of cash payment.						
880	The Contractor shall provide the capability to process cash payment reversals.						
881	The Contractor shall provide the capability to set threshold amounts and role-based limits for cash payment reversals (Configurable.)						
882	The Contractor shall provide the capability to require approval for cash payment reversals using Cases.						
1.7.9. Online Wallet Payment Processing							
	The BOS shall accept payments made via Online Wallet on all its online customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional)). The specific Online Wallet services (up to five) will be defined during the Implementation Phase.						
883	The Contractor shall provide the capability to accept payments by Online Wallet. The Authority will elect to implement up to five of the most prominent Online Wallet payments available in the market at the time of the Implementation Phase.						
884	Online Wallet payments shall generally mirror the Credit Card functionality in terms of payments, return payments, refunds, reversals and chargeback capabilities.						
885	The Contractor shall provide detailed tracking of payments made by Online Wallet.						
886	The Contractor shall provide the capability to issue refunds to an Online Wallet. If the Online Wallet provider does not support automatic refunds (many Online Wallet providers require a manual process for refunds), or the underlying Credit Card associated with Online Wallet has been closed or expired, the BOS shall be capable of allowing Authorized Users to reverse the payment in the BOS and issue refunds by check.						
887	The Contractor shall provide the capability to track data related to Online Wallet inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Online Wallet charges are received.						
888	The Contractor shall provide the capability to credit accounts immediately upon a successful Online Wallet payment authorization.						
889	The Contractor shall provide an Operational Alert Notification to the PMMS if a response from an Online Wallet provider for an account is not received within a specified amount of time (Configurable).						
1.7.10. BOS Bank Interface Requirements							

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	The Contractor shall manage the Bank Accounts and the Interface from the BOS to the Authority's bank.						
890	The Contractor shall provide the Interface for Check 21.						
891	The Contractor shall provide the capability to upload checks issued to customers (refunds/disbursements) to the bank for the purpose of Positive Pay. The file shall include, but not be limited to:						
	· BOS Bank Account number;						
	· check number;						
	· check date;						
	· check amount and · payee name (may be truncated based on bank's requirements).						
892	The Contractor shall provide automated reconciliation with the Authority's Bank.						
1.7.11. Refunds and Disbursements							
	The Contractor will process and issue all refunds and disbursements to customers per the Business Rules and as determined by the Authority.						
893	The Contractor shall provide the capability to process refunds and disbursements for account closures, sales of transponder(s), overpayments, Violation disputes and other payments.						
894	The Contractor shall provide processes for refunds based on the original transaction and ensure such refunds are shown on the account history and are reconciled.						
895	The Contractor shall have the capability to restrict the method of refund to the original method of payment.						
896	The Contractor shall provide an automated approval process for Authority approval for all refunds over a Configurable amount						
897	The Contractor shall provide the capability to configure parameters related to refunds, including but not limited to:						
	· type of payments that are not eligible for refund;						
	· the criteria for refunds by payment methods (Credit Card, ACH, check, cash, money order etc.);						
	· the hold period for Credit Card refunds and check refunds;						
	· maximum (role-based) allowable refund payment by Payment Type. For example, a refund of more than \$250 might require manager approval;						
	· minimum (role-based) allowable refund payment by Payment Type. For example, the Authority may elect not to issue a check refund for less than \$1.00 unless requested by the customer and · manual review of eligible refunds before processing the refunds.						
898	The Contractor shall provide the capability to determine eligibility and issue refunds automatically to customers based on various activities on the account, including but not limited to:						
	· closure of an account;						
	· unapplied checks/money order and · overpayment of an invoice or Violation Notice where no outstanding invoices, Violation Notices or unbilled tolls exist.						
899	The Contractor shall provide the capability to review and process all eligible refunds and initiate the refund process.						
900	The Contractor shall provide the capability to route a refund approval through Cases, to require multiple approvals of refunds and to accommodate the refund approval process.						
901	The Contractor shall provide the capability to issue refunds using the same method that the payment was received. For example, a check payment will be refunded by check and Credit Card to the same Credit Card.						
902	The Contractor shall provide the capability to issue refunds by check after approval by an Authorized User when the Credit Card which was used for the original payment method has been deactivated or based on a customer request.						

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903	The Contractor shall provide the capability for the automated processing of refunds (for example, for a successful account closure) and automatically create a Case for an Authorized User to issue the refund.						
904	The Contractor shall provide the capability to store all details regarding check refunds issued which shall be viewable by Authorized Users on the account, including but not limited to:						
	· check number;						
	· check amount;						
	· date check was issued;						
	· check payee details;						
	· the date the check cleared the bank;						
	· notes;						
	· the reference number and · reason for issuing the check.						
905	The Contractor shall provide the capability to void a refund or disbursement check, which shall restore the payable balance.						
906	The Contractor shall provide the capability to void and reissue a refund or disbursement check.						
907	The Contractor shall provide the capability for Authorized Users to manually override the refund payee information, for example, when a refund is due to a deceased customer's estate.						
908	The Contractor shall provide the capability for Authorized Users to initiate refunds from unapplied payments (for example when a payment that was made to the BOS in error is deposited but is not applied to an account and needs to be refunded).						
909	The Contractor shall provide the capability to record refund checks issued by the Authority in the BOS. For example, certain refund checks may be issued from the Authority's financial accounting systems; these checks shall then be recorded in the BOS against the customer's account and reported in financial reports as a check issued by the Authority.						
1.7.12. Bankruptcy							
	Generally, the bankruptcy process begins with an official notice of bankruptcy being issued by a court. This notice generally requires creditors to "stay" any escalation while the bankruptcy is processed through the courts. When the bankruptcy is finalized, the court sends an official notification which will indicate any reductions in amount due.						
910	The Contractor shall provide the capability to manage accounts for customers who have filed for bankruptcy.						
911	The Contractor shall provide the capability to record the effective date of a bankruptcy and bankruptcy type, which automatically flags the account for bankruptcy, holds all activity on outstanding debt which occurred prior to the filing date and issues a letter to the debtor or attorney on file.						
912	The Contractor shall provide the capability to enter the 'as of' (stay) date of bankruptcy and apply Business Rules to transactions occurring after that date (new tolls incurred after the bankruptcy date are billable).						
913	The Contractor shall provide the capability to record when a bankruptcy has been granted which will write off all outstanding penalties and generate a letter to the customer requesting payment of the tolls.						
914	The Contractor shall provide the capability to cease escalation of any transactions that occurred on or before the "stay" date (typically the bankruptcy filing date).						
915	The Contractor shall provide the capability to continue processing transactions subsequent to the date and time of bankruptcy notification.						
916	The Contractor shall provide the ability to record a dismissed bankruptcy and restart the escalation and collection process.						
917	The Contractor shall provide the ability to record and store all bankruptcy filings required by the courts.						

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1.7.13. Shift Management							
	The Contractor shall reconcile the financial and asset activity of every person that works in the BOS at the end of each shift.						
918	The Contractor shall provide the capability for the BOS to automatically open a shift for an Authorized User at the time of first applicable transaction based upon user role.						
919	The Contractor shall provide the capability to prompt for beginning balance or Authorized User bank (including option to list denominations).						
920	The Contractor shall provide the capability to populate opening shift balance and assign a unique Authorized User ID, including location, for all transactions processed during the shift.						
921	The Contractor shall provide the capability to automatically prompt to close a shift at logout time if an open shift exists.						
922	The Contractor shall provide the capability to display and reconcile all transactions and activity in a shift.						
923	The Contractor shall provide the capability to separate transactions that affect the Authorized User's deposit, for example, cash, check, ACH, Credit Card or other payment, from transactions that affect the BOS balances, for example, waiving a fee for a customer.						
924	The Contractor shall provide the capability for reconciliation of transponders and other inventory items issued and payments.						
925	The Contractor shall provide the capability to create an Alert to the supervisor when a CSR's bank goes above a threshold (Configurable). For example, if CSR's bank goes above \$200 the supervisor may want the CSR to do a "bank drop."						
926	The Contractor shall provide feedback to Authorized User if the shift does not balance.						
927	The Contractor shall provide the capability for an Authorized User to attempt to balance the shift a number of times (Configurable).						
928	The Contractor shall provide the capability to escalate the shift to an Authorized User for research and closing after a number of unsuccessful attempts (Configurable) has been reached.						
929	The Contractor shall provide settings to either display or not display the shift variance dollar amount to the Authorized User during shift closing (Configurable).						
930	The Contractor shall provide settings to either display or not display the shift inventory (transponders and other inventory items) variance amount to the Authorized User during shift closing (Configurable).						
931	The Contractor shall provide the capability to configure all relevant parameters related to closing a shift, with a default value that can be overridden based on unique user ID, including but not limited to: <ul style="list-style-type: none"> · the number of times the Authorized User can attempt to balance the shift; · the amount of allowed variance by dollars and · the amount of allowed variance by percentage. 						
932	The Contractor shall provide the capability to close a shift once it is balanced.						
933	The Contractor shall provide the capability to record shift balancing discrepancies, for example overages and shortages.						
934	The Contractor shall provide the capability to force close an unbalanced shift based upon user roles; the BOS shall record unbalanced variances in a separate Financial Account which shall be included on financial reports.						
935	The Contractor shall provide the capability to escalate shifts that remain open at the end of the Business Day to the Authorized User based upon user roles.						
936	The Contractor shall provide Authorized Users with an accounting of all shift activity with detailed and summarized financial information.						
937	The Contractor shall provide Authorized Users with a status of all open shifts.						
1.8. Case Management							

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	The BOS shall provide the capability to create, assign and manage requests made by customers or Authorized Users. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry. Once a Case has been opened it is assigned to the appropriate staff, and its progress is tracked and reported through completion by the BOS. The initial set of Case types will be defined during the Implementation Phase. Certain Case types will escalate automatically.						
1.8.1.	Case Creation						
938	The Contractor shall provide the capability to initiate a Case any time a request cannot immediately be completed.						
939	The Contractor shall provide the capability to create, manage and support certain activities as Cases. Types of Cases shall include but not be limited to:						
	· initiating, tracking and resolving Registered account disputes;						
	· initiating, tracking and resolving Violation disputes (image(s) must be associated with the Case);						
	· initiating, tracking and resolving I-Toll disputes (image(s) must be associated with the Case);						
	· initiating, tracking and resolving toll rate disputes;						
	· initiating, tracking and resolving requests for Administrative Hearings;						
	· initiating, tracking and resolving requests for Investigative Reviews;						
	· initiating, tracking and resolving Civil Judgments;						
	· initiating and tracking payment plans;						
	· initiating, tracking and resolving customer and non-customer issues and requests via phone and in person, that cannot be resolved immediately;						
	· initiating, tracking and resolving customer issues and requests received through all communication channels;						
	· initiating, tracking and resolving research Cases created by the Collection Agency;						
	· initiating, tracking and researching undeliverable email/mail;						
	· initiating, tracking and researching undeliverable addresses that have not been found using Skip Tracing Service Provider;						
· initiating, tracking and resolving subpoena requests for customer transactions, images, and Maintenance records from law enforcement;							
· initiating, tracking and resolving issues and requests from the Authority and							
· initiating, tracking and managing transponder Return Materials Authorization (RMA) shipments.							
940	The Contractor shall provide the capability to track the Case attributes by one or more attributes, including but not limited to:						
	· communication channel;						
	· Case type;						
	· date and time of Case creation;						
	· response due date;						
	· identity of Authorized User (or BOS, if BOS-generated) initiating the Case;						
	· Case number;						
	· customer name;						
	· customer contact information;						
	· account number, if applicable;						
	· license plate and Jurisdiction, if applicable;						
	· Notification number, if applicable;						
	· priority;						
	· notes;						
· Case status;							
· outcome of Case when completed;							
· if Case is Toll Facility-specific;							
· follow-up activities that took place;							

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	<ul style="list-style-type: none"> identity of Authorized User(s) who performed the follow-up activities; description (free-form) of follow-up action and customer satisfaction feedback. 						
941	The Contractor shall provide the capability for the customer to upload supporting documentation to a new or existing Case via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).						
942	The Contractor shall provide the capability to create Cases manually by Authorized Users.						
943	The Contractor shall provide the capability to create Cases automatically via the BOS.						
944	The Contractor shall provide the capability to create Cases because of a customer request, for example a customer requests a transponder or disputes a Violation Notice via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).						
945	The Contractor shall provide the capability to initiate a Case from within an account.						
946	The Contractor shall provide the capability for Authorized Users to associate a Case with an account after the Case has been created.						
947	The Contractor shall provide Case templates for each type of Case.						
948	The Contractor shall provide the capability for Authorized Users to create new types of Cases and associated workflows (Configurable).						
949	The Contractor shall provide the capability to set attributes by Case type related to Case management, including but not limited to:						
	· required fields;						
	· assignment rules;						
	· Case flow logic;						
	· Case queue display order, for example, by date opened or priority;						
	· drop-down lists;						
950	· all relevant parameters related to Case escalation (Configurable), for example, number of dormant days before escalation and number of days from Case creation to escalation;						
	· due date and						
	· Case templates (create and modify).						
	The Contractor shall provide the capability to access a Case through Case management or through the associated account or Violation Notice.						
951	The Contractor shall provide the capability to automatically document action(s) taken to resolve a Case in the Case.						
952	The Contractor shall provide the capability to associate all related customer communication with a single Case (in addition to associating it with the appropriate account), including but not limited to:						
	· call records;						
	· recorded calls;						
	· emails;						
	· faxes;						
	· Microsoft Office documents, images, and PDF files;						
	· chat;						
· text messages and scanned items.							
953	The Contractor shall provide the capability, when creating Cases, to automatically insert information from the Case source into the Case creation screen to expedite Case creation, for example, importing the name, address and contact information from the account, Violation Notice, invoice or Notification with which the Case is associated.						
954	The Contractor shall create a case for all incoming correspondence by scanning the correspondence. The Case management system should recognize barcodes, correspondence attributes, key words and categorize and assign cases automatically.						
955	The Contractor shall provide the capability to automatically record date and time of Case creation.						

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956	The Contractor shall provide the capability to automatically record identity of Authorized User or BOS (if the Case is created automatically by the BOS) initiating the Case.						
957	The Contractor shall provide the capability to automatically assign a unique individual identification code (Case number).						
958	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating type of Case.						
959	The Contractor shall provide the capability that the Case type has the ability to be changed by Authorized Users.						
960	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating follow-up activities within the workflow.						
961	The Contractor shall provide the capability to place a Case on hold pending a specific occurrence, or to enter a date when the Case shall be presented again to be worked.						
962	Require Authorized Users to insert a minimum amount of data depending on the type of Case (Configurable) into a pre-defined number of fields before a Case can be closed. Each type of Case may have different minimum data requirements.						
963	Require Authorized Users to insert a minimum amount of data depending on the type of Case into a pre-defined number of fields (Configurable) before a Case can be placed on hold. Each type of Case may have different minimum data requirements.						
964	The Contractor shall provide the capability for notes (free text narrative) to be provided at key points in the Case creation process enabling the Authorized User to elaborate on important points.						
965	Automatically initiate and send correspondence to the customer informing them of the creation of the Case, the Case number and other information depending on the type of Case (Configurable).						
966	The Contractor shall provide an automated correspondence capability whereby the customer can be kept informed of Case progress/status, from opening through closure, depending on the type of Case. Such capability shall be Configurable such that certain Case progress/status changes would not generate a customer communication.						
967	The Contractor shall provide the capability for multiple Authorized Users to access Cases at the same time with one Authorized User having the ability to modify the Case and others having read only access. The identity of the individual working the Case shall be presented to the Authorized Users with read-only access.						
968	The Contractor shall associate the completion of the activities required to resolve the Case to the Case such that BOS can automatically close the Case once the required activities have been completed. For example, if a customer disputes a Violation Notice because the vehicle was stolen, the Case would require a document (police report) and once the document was verified and the disputed accepted by the CSR, the BOS would record the successful dispute, close the Violation Notice with the appropriate transaction disposition codes and issue a Notification to the customer all based on the CSR's determination that the dispute was accepted.						
969	The Contractor shall provide the capability to automatically provide written responses (Notifications) to the customer based on the disposition code for each Case type.						
1.8.2. Case Assignment and Tracking							
	Depending on the Case type, the BOS shall assign the Case to the appropriate queue. The BOS shall use the default priority for the Case type and any user input that prioritizes the Case.						
970	Place open Cases in the appropriate Case type queue such that Authorized Users may access their assigned queue, review and take action on each Case.						
971	The Contractor shall provide the capability for the Case type queues to automatically display oldest Cases first for action.						
972	The Contractor shall provide the capability for the Case type queues to automatically display highest priority Cases first for action.						

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973	The Contractor shall provide the capability for multiple sorting criteria for the Case type queues, for example sort first by oldest Cases and then sort by priority.						
974	The Contractor shall provide the capability for closed Cases to be re-opened when required.						
975	The Contractor shall provide the capability for a Case to be worked by the same Authorized User who opened the Case or by another Authorized User.						
976	The Contractor shall provide the capability to automatically assign Cases to Case work queues accessed by departments or workgroups.						
977	The Contractor shall provide the capability to manually re-assign open Cases.						
978	The Contractor shall provide the capability to automatically re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is deactivated from the BOS.						
979	The Contractor shall provide the capability to automatically temporarily re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is temporarily not performing work (for example, the Authorized User is on vacation).						
980	Ensure at no time that an active Case does not remain in a queue with no Authorized User assigned to that queue.						
981	The Contractor shall provide the capability for Authorized Users to see all pending Cases with prioritization.						
982	The Contractor shall provide Configurable Case assignment rules, for example a Case related to financial issues would be assigned to the finance department.						
983	The Contractor shall provide the capability to include a snapshot of any customer information in the primary screen so Authorized Users need not navigate to other screens to find key information. The primary screen shall contain a link to the associated account should the Authorized User want to access the account.						
984	The Contractor shall provide the capability to merge Cases when two or more Cases cover the same customer need.						
985	The Contractor shall provide the capability to track historical action-type data (out of a predefined range), about each action taken to work the Case, including but not limited to:						
	· creation;						
	· closure;						
	· reopening;						
	· hand-off (from department or individual);						
	· placed on hold (establish a "work again date");						
	· awaiting action from the Authority;						
· awaiting customer action and · customer satisfaction.							
986	The Contractor shall provide the capability to trigger customer satisfaction processes.						
987	The Contractor shall provide the capability to link and track an unlimited number of Cases to a single account.						
988	The Contractor shall provide the capability to link and unlink Cases to/from accounts regardless of Case status.						
989	The Contractor shall provide the capability to associate a Case to one or multiple accounts.						
990	The Contractor shall provide the capability to view Cases based on required follow-up action.						
991	The Contractor shall provide the capability to track, record and review follow-up activity.						
992	The Contractor shall provide the capability for Authorized Users to review the workload (quantity and details of the Cases assigned) of an individual Authorized User.						
993	The Contractor shall provide the capability for an Authorized User to review the workload of an entire team or group of Authorized Users.						
994	The Contractor shall provide the capability to manually change the status of a Case based on progress made in servicing the Case.						

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995	The Contractor shall provide the capability to automatically change the status of a Case based on progress made in servicing the Case.						
996	The Contractor shall provide the capability for Authorized Users to edit data within a Case, Configurable by Case type.						
997	The Contractor shall provide the capability to temporarily group Cases and perform the same action(s) on the group of Cases.						
998	Prevent the creation of duplicate Cases when created automatically by the BOS.						
999	The Contractor shall provide the capability to notify Authorized Users when the number of assigned Cases for a particular resource is reached (Configurable).						
1000	The Contractor shall provide the capability to stop a transaction or group of transactions from progressing further in the status or workflow stages, for example while a dispute Case is being reviewed.						
1001	The Contractor shall provide a logical Case workflow via multiple Case screens, which are presented to Authorized Users based on their skill sets and BOS roles.						
1002	The Contractor shall provide Case workflow and routing (Configurable).						
1003	The Contractor shall provide the capability to assign Cases in multiple ways (Configurable), including but not limited to:						
	· manual assignment of a Case to a particular Authorized User;						
	· automatic assignment by customer or account criteria;						
	· automatic assignment by Case type;						
	· automatic assignment by status;						
	· automatic assignment by severity level;						
	· automatic assignment based on staff availability;						
· automatic assignment by role and skills database for Authorized Users.							
1004	The Contractor shall provide the capability to suggest best Authorized User for a Case according to staff skills.						
1005	The Contractor shall provide the capability to send an Operational Alert Notification when a Case has met the reassignment threshold (Configurable).						
1006	The Contractor shall provide the capability to send an Operational Alert Notification when an Authorized User has met the specified number of open Cases (Configurable).						
1007	The Contractor shall provide the ability to manually re-assign any Case to a new workflow, at any point within that workflow, as new details emerge.						
1008	When changes in workflow are made, provide the ability to individually select, or select in bulk, whether current workflow transactions should follow the previous version of the workflow, or the new version of the workflow.						
1.8.3. Case Escalation							
1009	The Contractor shall provide the capability to send an Operational Alert Notification regarding specific Cases that meet criteria (Configurable), for example, Cases in "open" status that have not been worked on in a specified number of days (Configurable).						
1010	The Contractor shall provide the capability to automatically escalate overdue Cases based on rules (Configurable).						
1011	The Contractor shall provide the capability to define sets of activities or procedures for specified Case types.						
1012	The Contractor shall provide the capability for thresholds to be defined based on rules that initiate events when exceeded.						
1013	The Contractor shall provide the capability to automatically escalate Cases defined as representing repeated complaints.						
1014	The Contractor shall provide the capability to define activities that require authorization from supervisors.						

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1015	The Contractor shall provide the capability to notify appropriate operations staff on Cases manually or automatically based on criteria (Configurable).						
1.9. Collections and Registration Hold							
	Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to pre-collections, Collections and/or Registration Hold. Unpaid transactions/trips and fees on Registered accounts that are delinquent may also escalate to collections. The Authority may choose to have the CSC attempt to collect prior to the Violation escalating to collections.						
1016	The Contractor shall provide the capability for the CSC to attempt collection prior to a Collections Placement and the Contractor shall support this activity by, including but not limited to: <ul style="list-style-type: none"> electronically provide Skip Tracing information that is automatically linked to the Violation for use by the CSR; provide initial collections letter(s) that are automatically populated with the Violation information and Skip Trace address(s); allow for the CSR to review and approve letters before sending; provide capability for the CSR to add notes about the collection process; if not collected after a Configurable period of time, automatically and electronically attach all Skip Trace and collections notes information to the subsequent Collections Placement and separately account for CSC collections (as compared to Collections Placements) within the BOS in all applicable accounting, financial and operations reports and searches. 						
1017	The Contractor shall provide, per the Business Rules, the capability to perform Registered account or Violation escalation, including but not limited to: <ul style="list-style-type: none"> warning of Registration Hold Notification; escalate to Tax Intercept; pre-collection Notification; escalate to Registration Hold and escalate to Collections. 						
1018	The Contractor shall provide capability to configure and maintain escalation parameters for each escalation level, including but not limited to: <ul style="list-style-type: none"> the minimum number of delinquent Violations (Configurable) over a period of time to initiate collections activities (Configurable); prevent escalation to collections/Registration Hold when a certain (configurable) percentage of the Violation has been paid; prevent escalation to pre-collections, Collections and/or Registration Hold when a certain (configurable) amount of the Violation has been paid; the account balance thresholds to prevent escalation; number of days payment on payment plan is delinquent and number of days from issuance of Investigative Review or Administrative Review Letter. 						
1.9.1. Collection Agencies							
	This process covers the assignment of past due amounts on delinquent accounts, and delinquent Violations to the Contractor-provided Collection Agencies. The Contractor shall provide two (2) separate, qualified Collection Agencies to perform debt collection services. These Collection Agencies shall be performing debt collection services and civil judgement processing on a non-exclusive basis. No assurance or guarantee is made to the selected Contractors regarding the number of accounts placed, the dollar amounts of those accounts, or the percentage of accounts placed.						
1019	The Contractor shall contract with two (2) separate Collection Agencies.						
1020	The Contractor-selected Collection Agencies shall have previous experience collecting toll debt.						
1021	The Contractor shall work with the Authority in determining the volumes and types of Collections Placements assigned to each Collection Agency, which may result in shared placements or all placements being assigned to one (1) of the Collection Agencies.						

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1022	The Contractor shall select Collection Agencies whose compensation is based on a percentage of the amount collected.						
1023	The Contractor-selected Collection Agencies shall not dismiss the Authority's debt unless explicit approval has been provided by the Authority.						
1024	The Contractor-selected Collection Agencies shall allow the Authority to recall debt at no cost to the Authority.						
1025	The Contractor-selected Collection Agencies shall not charge any fees for allowing the Authority's debtors to pay using any payment method.						
1026	For uncollected debt, the Contractor-selected Collection Agencies shall process Civil Judgments on behalf of the Authority. The processing of Civil Judgments shall comply with all California statutes and legal processes and the Collections Agencies' attorneys shall be properly licensed. The processing of civil judgements by the Collections Agencies shall be at the discretion of the Authority. The Authority may choose not to use the Collections Agencies for processing of civil judgements.						
1027	The Contractor-selected Collection Agencies shall submit their reporting for approval by the Authority.						
1.9.2. Collection Placement and Management							
	The process of assigning unpaid tolls, fees and penalties to the Collection Agency is called a Collections Placement.						
1028	The Contractor shall provide a Collection Agency for Authority's approval and place eligible transactions in Collections based on Business Rules.						
1029	The Contractor shall provide the capability to identify accounts and delinquent Violations that are eligible for the collection process based upon criteria (Configurable), including but not limited to:						
	· age of debt at account level or individual transaction level;						
	· Flags on the account;						
	· hold status, for example, disputed;						
	· open Cases related debt;						
	· grace period;						
	· total amount owed;						
	· number of delinquent Violation Notices or transactions/trips;						
1029	· amount owed;						
	· whether customer is in-state or out-of-state;						
	· account type and						
	· account status.						
1030	The Contractor shall provide the capability to create a Collections Placement for accounts and delinquent Violations eligible for Collections.						
1031	The Contractor shall provide the capability to place a flag on an account that has met the criteria for Collection Placement but has not been placed and an account placed with one of the Collection Agencies.						
1032	The Contractor shall provide the capability to assess a collections fee (for example, add a fee to the balance due) for each Collections Placement eligible for Collections.						
1033	The Contractor shall provide the capability to transmit the Collections Placement to the Collection Agencies for those accounts and delinquent Violation Notice that are eligible and Approved for collection.						
1034	The Contractor shall provide the capability to utilize multiple Collections Agencies and to place eligible transactions in Collections based on Configurable criteria, including but not limited to:						
	· percentages based on both volume and dollar amount, for example, 60 percent to Collection Agency 1 and 40 percent to Collection Agency 2;						
	· past due amount on the account eligible for collection;						
	· prior placements (by customer name, account number, License Plate number and Jurisdiction);						
1034	· account type;						

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	<ul style="list-style-type: none"> · specified frequency; · ZIP code and · ROV Jurisdiction. 						
1035	Provide the capability to automatically assign new transactions that reach the Collections status or workflow stage to the same Collection Agency that any previous transactions on that account have been assigned (for example, all transactions for a given account will always be assigned to the same Collection Agency).						
1036	The Contractor shall provide auditable functionality through the two-way electronic Interface for the Collection Agencies to transmit data to the BOS and for the BOS to transmit data to the Collection Agencies for accounts and Violation Notices assigned to the Collection Agencies, including but not limited to:						
	· updates to demographic information, such as address updates obtained through Skip Tracing;						
	· payments received by the BOS and each Collection Agency (full and partial) and adjustments and reversals of those payments;						
	· reversals and adjustments made on the Collections Placement;						
	· fees on the Collections Placement such as returned payment fee;						
	· suspension of Collections activities due to dispute or Administrative Review;						
	· various status changes due to Civil Judgments;						
	· suspension of Collections activities or cancellation of the Collections Placement due to bankruptcy;						
1037	· resolution of the Collections Placement at the transaction level;						
	· cancellation of the Collections Placement due to recall by the Authority or expiry of the collection period for that Collections Placement and						
	· Write offs and reason codes.						
	1037	The Contractor shall provide the capability to recall a Collections Placement/individual Violation Notices/transactions based on Business Rules and request.					
	1038	The Contractor shall provide the capability to automatically display a Flag on account screens with the appropriate Collection Agency ID and date the Collections Placement was sent to the Collection Agency and remove the Flag when an account is no longer in collection.					
	1039	The Contractor shall provide the capability to associate with the account all correspondence transmitted to the customer/violator from the Collection Agency.					
	1040	The Contractor shall provide the capability to update the address source on accounts and Violation Notices when new address information is received from one of the Collection Agencies.					
	1041	The Contractor shall provide the capability to automatically reassign delinquent Violations/transactions to Collections any time a payment used to pay delinquent Violations/transactions in Collections is reversed in the BOS or by one of the Collection Agencies (for example, when a customer makes a payment and that payment is returned by the bank, the receipt of the payment reversal in the BOS shall automatically reassign those delinquent Violations/transactions to the applicable Collection Agency).					
1042	The Contractor shall provide the capability to obtain status of all activities and venues pursued by each of the Collection Agencies to collect on the Authority's debt.						
1043	The Contractor shall provide the capability to receive payment reconciliation files at intervals (Configurable) from the Collection Agencies for all Collections Placement payments during the period. The reconciliation file shall provide detailed data that reconciles the payments and the Collections fee, if applicable.						
1044	The Contractor shall provide the capability to receive Collections Placement balance files, at intervals (Configurable), in order for the BOS to compare to account and Violation Notice balances for auditing purposes.						

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1045	The Contractor shall provide the capability to generate an Operational Alert Notification when a Collections Placement balance file is received and the results of the processing of the balance file (for example, the file is in balance or it is out of balance).						
1046	The Contractor shall provide the capability to compare the balances from each of the Collection Agencies to the balances in the BOS and display the accounts and/or transactions that do not balance.						
1047	The Contractor shall provide an aging of all files on Collection Placement.						
1048	The Contractor shall provide a report showing the historical records for Collection Placement including but not limited to:						
	· number of files sent for Collection Placement (historically);						
	· details of accounts written off and the reason;						
	· details of amounts collected, stage collected and amount of reductions if any;						
	· details of accounts actively in Collection Placement and the current collection stage;						
	· details of accounts on payment plan;						
	· details of accounts with Civil Judgments;						
1049	· details of amounts collected and collection fees paid or due to the Collection Agencies, and						
	· the above historical information for each individual Collection Agency.						
1049	The Contractor shall provide the capability to receive Skip Tracing from the Collection Agencies for the Contractor to mail a pre-collection notice.						
1.9.3. Collection Agency System Access (Phase II)							
	In addition to the electronic Interface between the BOS and the Collection Agencies, the Contractor shall provide the Collection Agencies with role-based, secure access to the BOS to access information about debt which has been placed in Collections allowing them to research customer issues. The BOS shall allow for limited entries to be made such as managing a Case (initiating, updating or closing it) or updating with customer contact events such as phone calls and emails sent or received.						
1050	The Contractor shall provide a secure role-based access for the Collection Agencies to access the BOS to research customer issues as described within these Requirements.						
1051	The Contractor shall provide unique sign-on credentials for each Authorized User (Collection Agency Staff) and only allow them to access debts which have been placed with their Collection Agency.						
1052	The Contractor shall provide auditable functionality that allows each Authorized User (Collection Agency Staff) to view, enter and edit data in the BOS for accounts and Violations with debt placed with their Collection Agency, including but not limited to:						
	· viewing the account						
	· Viewing associated images;						
	· initiating a Case;						
	· reviewing the status of a Case;						
	· updating a Case;						
	· closing a Case (based on permissions) and						
· updating customer contact history.							
1.9.4. License Plate Registration Hold and Hold Release							
	When delinquent Violation Notices are past due, a Registration Hold can be placed on the license plate if it meets the conditions for Registration Hold. When the past due amount is brought to a threshold or amount (Configurable) (for example, when the balance is paid or the delinquent Violations are reversed), the Registration Hold may be released. The California DMV supports an electronic Interface for initiating Registration Holds and Registration Hold releases. In the event agreements are entered into with other Jurisdictions or responsible entities, the BOS shall support the Registration Hold/Registration Hold release process with these responsible entities.						
1053	The Contractor shall provide the capability to Interface with the Jurisdictions that support license plate Registration Holds/Registration Hold releases or vehicle registration suspension.						

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1054	The Contractor shall provide the capability to apply and receive authorization from the DMV to act as OCTA's processor of record.						
1055	The Contractor shall provide the capability to set and maintain the eligibility parameters for the license plate Registration Hold process based upon criteria (Configurable), including but not limited to any combination of:						
	· plate Jurisdiction and Plate Type;						
	· account type;						
	· Flags on the account;						
	· escalation status;						
	· past due toll amount;						
	· past due fee amount;						
	· past due penalty amount;						
	· days past due;						
	· vehicle registration renewal date;						
	· an open Investigative Review or Administrative Hearing;						
	· payment plan status;						
	· length of time since the last escalation was done (Configurable);						
	· number of pre-existing vehicle Registration Holds on a license plate;						
· Plate Type (temporary plate, permanent plate) and							
· Vehicle Identification Number.							
1056	The Contractor shall provide the capability to automatically request a Registration Hold if the eligibility criteria (Configurable) are met, for example, if license plate has one delinquent Violation that is past due.						
1057	The Contractor shall provide the capability to check the vehicle registration renewal date and update the existing ROV information in the BOS.						
1058	The Contractor shall provide the capability to place Registration Holds a number of days (Configurable) before or after the license plate renewal date. The BOS shall place the maximum number of Registration Holds per license plate if the license plate has delinquent Violations.						
1059	The Contractor shall provide the capability to round down the Violation amount owed to a whole dollar being sent to the DMV for each Violation for which a Registration Hold is being placed.						
1060	The Contractor shall provide the capability to automatically create and exchange Registration Hold and release files with the responsible entities.						
1061	The Contractor shall provide the capability in the event of a failure to re-try the Registration Hold and release request based on the type of error.						
1062	The Contractor shall provide the capability to automatically release the Registration Hold if resolved and/or paid.						
1063	The Contractor shall provide the capability to automatically re-request the Registration Hold if a payment that was received resulted in the release of Registration Hold and then the payment is subsequently reversed (for example, if a check is returned or if a chargeback is received).						
1064	The Contractor shall provide the capability to accept and process payments records for Violations from the DMV and waive partial amounts remaining on the Violation Notice(s).						
1065	The Contractor shall provide the capability to delay the Registration Hold release by a number of days past the payment date (Configurable) by payment type. For example, if the payment was made by check the BOS should delay the Release by seven days.						
1066	The Contractor shall provide the capability for Authorized Users to manually initiate the release of a Registration Hold without resolution of past due amounts.						
1067	The Contractor shall provide the capability to display Registration Hold and release status on the account including the date of request and status.						
	The Contractor shall provide the capability for Registration Hold statuses (statuses that Registration Holds go through), including but not limited to:						

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1068	· Registration Hold pending;						
	· Registration Hold sent to DMV;						
	· Registration Hold Approved by DMV;						
	· Registration Hold rejected by DMV;						
	· Registration Hold not placed due to error;						
	· Registration Hold release pending;						
	· Registration Hold released by DMV;						
	· Registration Hold released by BOS and						
	· Registration Hold not released due to error.						
1069	The Contractor shall provide the capability to automatically display Flags on all account screens based upon current Registration Hold status.						
1070	The Contractor shall provide the capability, in the Registration Hold history, to accommodate multiple dates and reject reasons for multiple delinquent amounts and potentially multiple plate numbers.						
1071	The Contractor shall provide the capability for Authorized Users to manually place and release Registration Holds and automatically update the BOS with the proper status obtained from the DMV.						
1072	The Contractor shall provide the capability to add a DMV hold fee to each transaction successfully placed on hold						
1073	The Contractor shall provide the capability to create a payable to DMV for the fee owed to the DMV until the fee is paid through the reduction of the DMV payment file.						
1074	The Contractor shall provide the capability to establish a link between a temporary plate and the coordinating permanent plate to allow for hold to be placed on the temporary plate after the issuance of the permanent plate						
1075	The Contractor shall provide the capability to perform a review of all accounts prior to sending them for DMV hold.						
1076	The Contractor shall provide the capability to reconcile Violations marked as on hold in the BOS with the DMV report.						
1077	The Contractor shall provide the capability to prepare a written DMV abstract of hold release for the customer.						
1078	The Contractor shall provide the capability to Post the monthly DMV payment to the respective Violations-writing off any remaining cents, recording the source of payment as the DMV, and relieving the DMV Payable for the hold fee						
1079	The Contractor shall provide the capability to analyze DMV hold rejects and work with the DMV to resolve any issues to maximize the hold success rate.						
1.9.5. Customer-Initiated Reviews							
	Customers may contest a Violation(s) by initiating an Investigative Review of the Violation(s). If customer disagrees with the decision, the customer may seek an Administrative Review Hearing and ultimately appeal to Superior Court.						
1080	The Contractor shall provide the capability to receive Investigative Review requests, including documents uploaded from the Self-Service Website.						
1081	The Contractor shall provide the capability track Investigative Reviews through their completion						
1082	The Contractor shall provide agreed upon Investigative Review reduction or dismissal codes that are applied to each Violation contained in the review in an efficient manner.						

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1083	The Contractor shall provide the capability for an Authorized User to select from a list of reduction or dismissal codes that has a corresponding trip/image processing and financial action, if applicable, generate the appropriate correspondence to the customer or violator stating the results of the review and issue any refunds that may be due (for example, if it is determined the license plate was misread and the Violation was issued to the wrong person, the CSR shall select a code "image error" which will automatically do the following: 1) dismiss the Violation assigned the person who requested the review 2) send the images back for image processing 3) generate a letter to the customer dismissing the Violation 4) refund any payments made).						
1084	The Contractor shall provide the capability for an Authorized User to select from a list of codes for outcomes that do not result in the reduction or dismissal of the Violation(s) and automatically generates the appropriate correspondence to the customer stating the result of the Investigative Review, reason for non-dismissal, and processes the associated images and trip(s) accordingly.						
1085	The Contractor shall provide the capability to provide a written response to every Investigative Review which includes the reasoning behind the resulting decision. The response letters shall be tied to the Violation dismissal codes so they automatically generate when dismissal action is taken						
1086	The Contractor shall provide the capability to receive Administrative Review Hearing requests by mail, phone, in-person or online. If by phone, the account shall be marked for Administrative Review Hearing and a means for providing a written statement from the customer provided.						
1087	The Contractor shall provide the capability to determine, receive and process the required amount due prior for an Administrative Review Hearing as well as, calculating eligibility for financial hardship exceptions and reduced amounts.						
1088	The Contractor shall provide the capability to schedule the Administrative Review Hearings with the customer and Administrative Hearing Officer within the required timeframes and according to the Business Rules.						
1089	The Contractor shall provide an Administrative Hearing Officer who meets the requirements in the California Vehicle Code and Authority.						
1090	The Contractor shall provide a second review of all Violations for which an Administrative Review Hearing is requested to ensure the Investigative Review was performed accurately and correct any errors or work with the customer to resolve any extenuating circumstances.						
1091	The Contractor shall provide a summary of each Case where and Administrative Review Hearing is requested for Authority review within a week of the Administrative Review Hearing request. The Contractor will work the Authority to resolve Cases if needed.						
1092	The Contractor shall provide the Configurable capability to define the data set that goes into the Evidence Package, including but not limited to:						
	· summary sheet;						
	· BOS and manual notes recorded on the account;						
	· Cases created for the account;						
	· transponder status change history;						
	· each Violation Notice and other Notifications;						
	· customer correspondence;						
	· customer contacts;						
	· DMV or ROV source records or Rental Agreements;						
	· lane health check report from the ETTM System at the time of the transaction;						
	· Registered account information if applicable;						
· history of non-payment;							
· images and							
· Recordings of phone calls or scripts of recorded phone calls.							
1093	The Contractor shall provide the capability to create the Evidence Package a number of days (Configurable) before the date of the Administrative Review Hearing and print or upload the package to the location specified.						

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1094	The Contractor shall provide the capability to track information related to the outcomes of Investigative Reviews and Administrative Review Hearings.						
1095	The Contractor shall provide the capability to offer, establish and manage payment plans for customers who cannot pay the balance due in full.						
1096	The Contractor shall provide the capability to provide Investigative Reviews by phone and chat for first contact resolution.						
1097	The Contractor shall provide the capability to provide historical data by specified time period for Investigative Reviews and Administrative Review Hearings including but not limited to:						
	· # requested;						
	· # closed;						
	· Resolution by type;						
	· # outstanding;						
	· age of outstanding and · scheduled hearings by date.						
1.9.6. System-Generated Evidence Package							
1098	The Contractor shall provide the capability to create an Evidence Package containing all information related to the applicable account, violator and Violation Notices, including but not limited to:						
	· detailed toll transaction data associated with Violation Notices;						
	· all Violation Notices and Notifications sent to violator;						
	· all correspondence received from violator;						
	· images related to Violations;						
	· all notes related to account, violator and/or Violation Notices and · any other related Unregistered account activity.						
1.10. Customer Satisfaction Survey							
	The Contractor shall select and provide a Customer Satisfaction Survey Provider Subcontractor to survey customers regarding their experience with the CSC. The BOS will provide the necessary information regarding all customer contacts to the Customer Satisfaction Survey Provider Subcontractor to enable them to survey customers using automated survey tools.						
	The Contractor shall survey customers through the Services of the Customer Satisfaction Survey Provider Subcontractor. Customer surveys shall be performed through electronic means such as email, through a phone survey, text, via the website or a combination thereof. A survey tool shall be provided which will allow for the creation and Maintenance of a variety of different survey templates. Different survey templates may be selected based on contact channel, individual CSR or account type.						
1099	The Contractor shall provide the capability to perform customer surveys through the Customer Satisfaction Survey Provider Subcontractor.						
1100	The Contractor shall offer the Survey opportunity to every customer each time they contact the CSC or as requested by the Authority.						
1101	The Contractor shall provide information to the Customer Satisfaction Service Provider Subcontractor, which includes but is not limited to:						
	· customer name;						
	· contact channel (such as email, phone or walk-in);						
	· customer email address and · CSR name, in the case of customers calling in or chat. clarify for those interactions with CSRs (or other staff).						
1102	The Contractor shall provide the capability to track customer contact by contact channel, including but not limited to:						
	· phone (IVR only, e.g., the customer resolves their issue with the IVR);						
	· phone (IVR then CSR, e.g., customer contact which started in the IVR and after attempting action, the customer asked to speak with a CSR);						
	· phone (CSR only, e.g., the customer immediately requested to speak to a CSR);						

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	<ul style="list-style-type: none"> · chat (CSR only); · email; · text; · Self-Service Website; · Self-Service Mobile Application (Phase II and optional) and · walk-in. 						
1103	The Contractor shall, on each survey, ask if the customer would like to be contacted regarding any unresolved concerns.						
1104	<p>The Contractor shall provide customer survey capabilities with a combination of features, including but not limited to:</p> <ul style="list-style-type: none"> · real-time reporting of survey results to the Authority; · real-time Configurable Alerts to the Authority on certain parameters, such as a low survey score (for example, send an Alert each time a customer provides a rating of two or below on any individual question or the survey as a whole) or key word (for example, each time a customer uses certain profane or threatening words); · real-time dashboard-style feedback for Authorized Users (such as a Web interface for CSRs to view survey results for their own calls and scoring, in comparison with their peers) and · survey scoring. 						
1105	<p>The Contractor shall provide reporting functionality for customer contact data to be provided to the Customer Satisfaction Survey Provider Subcontractor, including but not limited to:</p> <ul style="list-style-type: none"> · date; · account type; · CSR and · contact channel. 						
1.11. Transponder Inventory							
	The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, manages the sale and return of transponders to customers, identifies and manages the transponder recall program, and tracks and manages transponder warranty. Inventory levels are required to be monitored regularly by the Contractor and communicated to the Authority to ensure no disruption in transponder availability.						
1.11.1. Inventory Definition and Tracking							
	The BOS shall keep track of transponders from initial order through final disposal or return to manufacturer.						
1106	The Contractor shall provide the capability to validate transponder serial numbers when they are entered into inventory, against the ranges that already exist to ensure that there are no duplicates. This validation shall include the CTOC-issued Facility Code IDs or any corresponding ranges in the future such as ISO 18000-6C and or national Interoperability.						
1107	The Contractor shall provide the capability to search the history of a specific transponder entered in the BOS and provide the history of the transponder including account assignment and transactions.						
1108	The Contractor shall support the performance of a quarterly physical inventory and monthly reconciliation of transponders.						
1109	The Contractor shall provide the capability for an Authorized User to program transponders (for example, reprogram a 2-axle vehicle transponder to a motorcycle transponder).						
1110	<p>The Contractor shall provide the capability to manage any number of transponder types, including but not limited to:</p> <ul style="list-style-type: none"> · hard-case transponders; · sticker transponders; · 6c switchable transponders; · headlight-mount transponder and · bumper-mount transponders. 						

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1111	The Contractor shall provide the capability to enter global transponder inventory item attributes, including but not limited to:						
	· transponder description;						
	· transponder type;						
	· model number;						
	· manufacturer;						
	· lot, case and tray information;						
	· version of transponder chip technology;						
1112	The Contractor shall provide the capability to enter individual transponder inventory item attributes, including but not limited to:						
	· model number;						
	· procurement cost;						
	· sales price (Configurable);						
	· purchase price (Configurable);						
	· manufacture date;						
	· date received;						
	· manifest number;						
	· inventory number;						
	· expiration;						
	· date assigned/purchased;						
	· date first used;						
	· location assigned to customer from;						
	· staff/BOS assigned by;						
	· recall date;						
	· replacement;						
	· warranty start date;						
	· warranty period;						
	· swap out date;						
	· end of life date;						
	· purchase order number/statement or invoice number;						
	· agency/facility code;						
	· state code;						
	· transponder ID number;						
	· external barcode number;						
	· transponder manufacturer's number;						
	· transponder class;						
· ID number;							
· activation code;							
· status and							
· inventory location.							
1113	The Contractor shall provide the capability to enter new transponders into the BOS via several methods, including but not limited to:						
	· manually;						
	· file upload and						
· barcode using a scanner.							
	The Contractor shall provide the capability to manually upload a file (manifest) with transponder inventory information using an intuitive and user-friendly process with support for multiple data formats. Functionality shall include but not be limited to:						

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1114	· a mapping tool which shall enable inventory fields to be mapped to a file;						
	· a browse button to locate the file;						
	· validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented);						
	· validation of file contents including the transponder ID based on valid CTOC issued facility codes and feedback of successful processing by indicating the number of records updated and unsuccessful updates with reason codes.						
1115	The Contractor shall provide the capability to enter transponders in bulk by entering the starting and ending numbers in a range, for example upload inventory by scanning the first transponder's barcode and the last transponder's barcode.						
1116	The Contractor shall provide the capability to track multiple manufacturer warranties based on manufacturer, transponder type or purchase date.						
1117	The Contractor shall provide the capability to track customer warranties based on transponder type or purchase date.						
1118	The Contractor shall provide the capability to identify transponders to be sold and their sale price.						
1119	The Contractor shall provide the capability to track individual transponders by location at end of day, including but not limited to:						
	· WIC;						
	· in transit between customer service locations;						
	· at one of multiple individual CSRs;						
	· assigned to an account;						
	· shipping/receiving locations;						
1120	· returned to manufacturer and disposed.						
	The Contractor shall ensure that individual transponders can only be assigned to a single location at any one time.						
1121	The Contractor shall provide the capability to restrict transitions among various inventory item locations, for example, transponders in the "assigned to CSR" location cannot go to the "return to manufacturer" location; it can only go to "inventory" location or "account" location.						
1122	The Contractor shall provide the capability to assign an inventory status to each individual transponder, including but not limited to:						
	· on order;						
	· received;						
	· tested and ready for issuance;						
	· active;						
	· inactive;						
	· deactivated;						
	· lost;						
	· stolen;						
	· returned;						
	· awaiting cleaning and testing for reissue;						
	· disposal;						
1123	· damaged;						
	· defective and end-of-life.						
	The Contractor shall provide the capability to change the status for an individual transponder either manually or automatically.						

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1124	The Contractor shall provide the capability to set a separate restock threshold for all inventory locations.						
1125	The Contractor shall provide the capability to set and maintain the transponder reorder thresholds and ranges for all relevant parameters related to transponder quantity levels and lead-time requirements for replenishment by manufacturer.						
1126	The Contractor shall provide the capability to send an Operational Alert Notifications(s) before the transponder reorder (from the manufacturer) thresholds are reached. The Alert level can be a percent (Configurable) or number (Configurable) above the re-order threshold.						
1127	The Contractor shall provide the capability to audit the physical inventory at intervals (Configurable) and record the results of the audit.						
1128	The Contractor shall provide the capability to test transponders to ensure they are correctly programmed and that the external barcode is correctly correlated to the internal programming.						
1.11.2. Transponder Ordering							
	The Authority will place transponder orders directly with the transponder manufacturer or request that the Contractor place the order directly. Regardless of the method, the creation of the order shall happen within the BOS which allows the purchase order to be recorded, and the order to be tracked, received and loaded into inventory in a manner which reduces manual entry and potential errors. A hard copy document shall be generated and shall be part of an order receiving package to verify receipt and close out the purchase order that was generated by a separate system that is not part of this procurement.						
1129	The Contractor shall provide the capability to create transponder orders within the BOS, both for orders placed directly by the Contractor and orders placed directly by the Authority.						
1130	The Contractor shall provide the capability to change the status of the order and track the order once the associated purchase order has been placed.						
1131	The Contractor shall provide the capability to receive the inventory into the BOS.						
1132	The Contractor shall provide the capability to enter information when receiving transponders, including but not limited to:						
	· verification of delivery of each line item;						
	· verification of quantities for each line item;						
	· actual quantity received if it does not match quantity ordered;						
	· name of person receiving inventory;						
	· location received;						
1133	The Contractor shall provide the capability to generate a transponder receiving document, including but not limited to:						
	· items ordered;						
	· item received;						
	· quantities ordered;						
	· quantities received;						
	· manufacturer or supplier information;						
1134	The Contractor shall provide the capability to make adjustments if the shipment received does not match the original order and track backorders and partial shipments.						
1.11.3. Inventory Fulfillment							
	Transponders are assigned to customers via inventory Fulfillment. Orders can be fulfilled at the same time the order is placed in a WIC. When inventory is ordered online or by phone, the order is fulfilled in the order received.						

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1135	The Contractor shall provide the capability to create transponder orders either at the time of account creation or when individual requests are initiated subsequent to account creation.						
1136	The Contractor shall provide the capability to fulfill transponder orders.						
1137	The Contractor shall provide the capability to present transponder Fulfillment requests for Fulfillment in the order received.						
1138	The Contractor shall provide the capability to create a transponder sale transaction when inventory order is fulfilled including but not limited to:						
	· full price sale;						
	· warranty sale;						
	· sale at no cost (replacement) and · discount sale (promos and coupons).						
1139	The Contractor shall provide the capability to assign multiple types of transponders to an account and associate the transponder numbers to the account.						
1140	The Contractor shall provide the capability to reassign inventory items from one account to another.						
1141	The Contractor shall provide the capability to replace an existing individual transponder on an account with a different transponder.						
1142	The Contractor shall provide the capability to issue individual transponders to customers via mail and at WICs.						
1143	The Contractor shall provide the capability to distinguish orders for first time customers separate from existing customers in case additional literature is to be included with the order for new or existing customers only (such as a welcome package).						
1144	The Contractor shall provide the capability for transponders delivered by USPS to be activated 24 hours after shipment.						
1145	The Contractor shall provide the capability to automatically recognize vehicles with metal oxide windshields by use of a list the Contractor maintains and automatically issue an exterior tag at time of account opening, vehicle addition or transponder request.						
1146	The Contractor shall provide the capability to automatically recognize motorcycles by their license plate configuration or information provided by the customer and issue them an exterior transponder at the time of account opening, vehicle addition or transponder request.						
1147	The Contractor shall issue a sticker tag (interior or exterior) for every plate listed on the account unless the customer identifies that the vehicle will only be used on a short-term basis, such as rental cars.						
1148	The Contractor shall provide the capability to track customer transponder orders as a single order regardless of the number of items requested. For example, if a customer wants one bumper-mount transponder and two switchable transponders, that order shall be a single customer transponder order.						
1149	The Contractor shall provide the capability for transponder orders to be searched, for order(s) that meet specified criteria, which can then be viewed, immediately fulfilled, modified or canceled.						
1150	The Contractor shall provide the capability to make modifications to the transponder orders prior to fulfilling them. For example, a CSR may need to change the transponder type because the customer's vehicle requires an externally mounted transponder (bumper mount), or add another transponder to the order based on a customer request.						
1151	The Contractor shall provide a single customer Fulfillment receipt detailing the entire order. This receipt shall show the vehicle license plate number(s), type, Jurisdiction, make, model, color, transponder(s) or other inventory item(s) quantities, backordered quantities, sale or lease amounts, payment amount and any associated Account Plan(s), if applicable, for each transponder included in that order.						
1152	The Contractor shall provide the capability to generate a mailing label or print directly on the mailing envelope when fulfilling inventory orders by mail.						

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1153	The Contractor shall provide the capability to batch transponder distribution to improve the efficiency of the order Fulfillment process, including but not limited to: · identify open transponder orders and assign transponders to the accounts automatically; · create batches by transponder type and order type (new, replacement or additional); · transmit data to the mailing services to generate mailing labels by batch; · print transponder receipts; · track the mailing of transponders to customers and · Batch by zip code for the purposes of receiving bulk mailing discounts.						
1154	The Contractor shall provide the capability to perform a quality check of the transponder mailing packages before they are mailed to the customers.						
1155	The Contractor shall provide the capability for transponder receipts to be provided to the customer when the Fulfillment takes place in person.						
1156	The Contractor shall provide the capability to notify the customer that a transponder(s) has been placed in the mail.						
1157	The Contractor shall provide the capability to activate transponders when they are assigned to the account or with a Configurable delay in days when mailed.						
1158	The Contractor shall provide the capability to return transponders to stock and update the order, if applicable while preserving full traceability. For example, if a transponder comes back in returned mail, the BOS shall retain the history of the account that the transponder was added to and that the transponder came back undeliverable.						
1159	The Contractor shall provide the capability to issue more than one transponder type per vehicle.						
1160	The Contractor shall provide the capability to ask the customer if they will need a switchable transponder for carpooling.						
1161	The Contractor shall provide the capability to provide the amount due for transponders and allow the customer to override the transponder order.						
1162	The Contractor shall provide the capability to guide the customer through the transponder type and quantity: sticker for every car, external for problem vehicles and motorcycles, switchable for carpoolers.						
1163	The Contractor shall provide the capability to flag a sticker transponder in an eligible CAV after Configurable # of reads of the vehicle with the authorized eligible CAV plate.						
1164	The Contractor shall provide the capability to flag a sticker transponder in a disabled plate vehicle after a number of Configurable reads in the vehicle with the authorized plate.						
1165	The Contractor shall provide the capability to provide replacement transponders and calculate the amount due, if any, and restart the vehicle to tag association for eligible CAV and other Special Access Plan vehicles according to the Business Rules.						
1.11.4. Transponder Inventory Recycling							
	The Contractor will test returned transponders and return to usable inventory those that meet the Business Rules.						
1166	The Contractor shall provide the capability to process returned transponders back into the BOS for reissue when the transponders appears to be in good condition and has not reached the end of its useful life.						
1167	The Contractor shall receive and return to inventory and issue the customer a credit according to the Business Rules.						
1168	The Contractor shall provide the capability to assign returned transponders identified as being re-issuable to a box for tracking and reissue purposes.						
1.11.5. Transponder Testing							
	Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Equipment required for testing of transponder will be provided by the Authority.						
1169	The Contractor shall provide the capability to test transponders using the transponder reader/tester.						

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1.11.6. Transponder Warranty Replacement for the Customer							
	Functionality will be required to support customer warranty returns and replacements.						
1170	The Contractor shall develop transponder replacement Business Rules based on the transponder type, account type and age of the transponder.						
1171	The Contractor shall provide the capability for a customer to request a replacement transponder by all communication channels and at the WIC.						
1172	The Contractor shall provide the capability to create a Case for each replacement request initiated by the customer.						
1173	The Contractor shall provide the capability for customers to return their old transponder to a WIC and receive a replacement transponder or credit to their account immediately according to Business Rules.						
1174	The Contractor shall provide the capability for customers to return transponders to the Authority and receive a refund of the purchase price if the transponder is defective or unused within a Configurable time period.						
1175	The Contractor shall provide the capability to send the customer a self-addressed return envelope to send the old transponder(s) back if the customer contacts the BOS via all communications channels to return a transponder(s).						
1176	The Contractor shall provide the capability to send a replacement transponder to the customer upon the receipt of a replacement request.						
1177	The Contractor shall provide the capability to track the return of the old transponder and update the account upon the successful receipt of the old transponder.						
1178	The Contractor shall provide the capability to generate Alerts if an account has more than a number (Configurable) of replacement claims.						
1.11.7. Inventory Warranty and Returns to Manufacturer							
1179	The Contractor shall provide the capability to enter, modify and delete transponder manufacturer information, including but not limited to:						
	· name;						
	· contact person;						
	· full address;						
	· phone numbers;						
	· rules for returns and · minimum number of transponders per return shipment.						
1180	The Contractor shall provide the capability to create a Return to Manufacturer (RMA) number and associated packing list by manufacturer for each RMA shipment.						
1181	The Contractor shall provide the capability for the opening, tracking and closing of RMA shipments by RMA number.						
1182	The Contractor shall provide the capability to add or remove specific items from an RMA shipment.						
1183	The Contractor shall provide the capability to track warranty payment or replacement transponders due from the manufacturer for returns under warranty.						
1184	The Contractor shall provide the capability to pro-rate the warranty period of the returned transponder based on the warranty left on the transponder identified for warranty return.						
1185	The Contractor shall provide the capability to accept a spreadsheet that maps old transponders to the new transponders in order to identify the remaining warranty.						
1.12. Customer Portals							
	The Authority will be responsible for the Self-Service Website with exception of the "my account" section, which is the responsibility of the Contractor.						
	Customers can obtain access to their accounts via customer portals which include the Self-Service Website and the Self-Service Mobile Application (Phase II and optional). These customer portals provide access to real-time account data. The Self-Service Website allows customers to establish accounts, manage their accounts and manage Violations.						

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1.12.1. Self-Service Website							
1186	The Contractor shall have experienced internal resources and/or partners with significant, demonstrable Self-Service Website development expertise in using the latest frameworks, tools, navigation and look and feel to optimize the customer experience.						
1187	The Self-Service Website shall have a sophisticated, standards-driven, front-end framework that is device and browser agnostic, and is completely responsive to all mobile devices.						
1188	The Contractor's solution shall facilitate the use of single code bases that can be delivered across platforms and devices and streamline the primary and Regression Testing required when deploying Software updates and Enhancements.						
1189	The Contractor shall be responsible for the "my account" portion of the Self-Service Website only. The Contractor shall be responsible for hosting the entire Self-Service Website including Authority controlled content.						
1190	The Contractor shall provide the capability for the Authority's designated users to access and update Authority provided content to static pages in accordance with Approved change management procedures.						
1191	The Contractor shall use the header/footer provided by the Authority and the Contractor shall be responsible for formatting header/footer in accordance to the Authority portion of the website, including all further updates, Upgrades and Enhancements to the application.						
1192	The Contractor shall provide a secure Self-Service Website in English and Spanish and all external Interface portals, that shall be compatible with the versions most utilized by the public and future version releases of the following browsers, including but not limited to:						
	· Microsoft Internet Explorer;						
	· Microsoft Edge Browser;						
	· Mozilla Firefox;						
	· Google Chrome;						
1193	· Apple Safari;						
	· any other browser reaching five percent market penetration, as Approved by the Authority and smartphone/tablet/mobile browsers.						
1194	The Contractor shall provide the capability for customers to perform all actions or get information they might ask of a CSR on the Self-Service Website, with certain exceptions based on following a process requiring a specific user role, interaction with a CSR or due to security concerns.						
1195	The Contractor shall provide the capability for customers to view, export and print all statements.						
1196	The Contractor shall provide capability for a customer to search the website for key words or key phrases.						
1197	The Contractor shall provide quick links to most frequently used pages.						
1198	The Contractor shall provide Web navigation optimized for speed regardless of the Web browser used on the secure Self-Service Website.						
1199	The Contractor shall provide the capability to support the expiration of cookies.						
1200	Detect and advise users of the Self-Service Website if the browser used is old or not supported.						
1201	The Contractor shall provide a Self-Service Website accessible on a range of mobile devices, irrespective of differences in presentation capabilities and access mechanisms, including but not limited to smartphones and tablet computers.						
1202	The Contractor shall provide a Self-Service Website that paginates content in various ways corresponding to differences in viewing device characteristics. The navigation structure of the site, and its technical realization shall vary according to the device class being served.						
1202	The Contractor shall provide a Self-Service Website that supports the latest versions of mobile operating systems, including but not limited to:						
	· Apple iOS;						
	· Android Web operating system;						
	· Windows Phone operating system and						

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	<ul style="list-style-type: none"> any other browser reaching five percent market penetration, as Approved by the Authority. 						
1203	<p>The Contractor shall provide a Self-Service Website that supports the latest versions of mobile browsers, including but not limited to:</p> <ul style="list-style-type: none"> Safari; Google Chrome and any other browser reaching five percent market penetration, as Approved by the Authority. 						
1204	<p>The Contractor shall provide Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools that supports all required browsers for the measurement, collection, analysis and reporting of internet data for purposes of understanding and monitoring performance, optimizing website usage, business and market research and to assess and improve the effectiveness of the Self-Service Website. The Web analytics tools shall track all usage on the Self-Service Website including but not limited to:</p> <ul style="list-style-type: none"> number of individual hits by screen; number of specific activities performed; number of page views; number of repeat visitors versus new visitors; bounce rate; abandonment rate; usage reports, for example click-through and navigation reports that monitor efficiency in navigation; continual monitoring of total time to load the website; continual monitoring of website page load times; continual monitoring of individual element load times; continual monitoring of login availability and continual monitoring of overall application availability. 						
1205	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools shall be integrated with the PMMS for notification of performance issues.						
1206	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) shall provide Configurable real-time reporting for all services monitored and data collected.						
1207	The Contractor shall provide a Self-Service Website that supports the addition of sponsored advertisements Approved by the Authority.						
1.12.1.1. Account Access and Security							
1208	The Contractor shall provide the capability to control the features and capabilities available to customers based on the account type.						
1209	The Contractor shall provide the capability for a customer to select a PIN upon account establishment.						
1210	<p>The Contractor shall provide the capability for a customer to create a username and password upon account establishment.</p> <ul style="list-style-type: none"> The web server shall support username and password strength requirements as determined during the Implementation Phase and documented in the Business Rules and the web server shall support two-factor authentication and provide user configurability to enable or disable. 						
1211	The Contractor shall provide the capability for a user account session time out after a period of inactivity (Configurable).						
1212	The Contractor shall provide the capability for an Authorized User to set, based on user-role, the length of inactivity time before a session time out.						
1213	Prevent customers from accessing the BOS after a number of failed login attempts (Configurable) within an amount of time (Configurable) and send an Alert message to the PMMS.						
1214	The Contractor shall provide the capability for the BOS to automatically reset the customers' access to the BOS after a Configurable amount of time has elapsed since the last unsuccessful login attempt.						

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1215	The Contractor shall provide the capability for Authorized Users to reset the customer's access to the BOS after the customer's access has been locked due to unsuccessful log on attempts.						
1216	The Contractor shall provide the secure capability, without Authorized User interaction, for customers to gain online access to their existing account(s) when they have forgotten their username and/or password. Data necessary to gain online access shall differ depending on account type.						
1217	The Contractor shall provide the capability to upon the first logon require the user to complete up to five (5) security challenge questions and answers for use in future account access.						
1218	The Contractor shall provide the capability to reset the PIN.						
1219	The Contractor shall provide the capability to reset the password with requirements for password strength and reuse of previous password restrictions.						
1220	The Contractor shall provide the capability to change username.						
1221	The Contractor shall provide the capability to manage (add/delete/modify) security questions.						
1.12.1.2. Account Establishment and Maintenance							
1222	The Contractor shall provide an account creation process that logically leads a customer via the Self-Service Website through all of the necessary steps to create an account including, but not limited to:						
	· Account type;						
	· Account plan;						
	· Name (primary and secondary);						
	· Contact information (billing and shipping);						
	· Email address;						
	· Vehicle information;						
	· Transponder requests;						
	· Payment information;						
	· Statement and correspondence method of delivery;						
· Opt-in for various communications (texts, e-blasts, statements, marketing) and							
· Opt-in for customer survey.							
1223	The Contractor shall provide the capability for a customer with an Unregistered account to open a Registered account without having to enter the name, address or vehicle information including the vehicle effective date equal to the first Violation transactions. The customer shall be able to make a single payment for the Violation amount due and the account establishment amount.						
1224	The Contractor shall provide on-screen guidance to the customer via the Self-Service Website during the account creation process regarding missing or improperly formatted information. The customer shall not be able to move to the next step until the required information is provided in the appropriate format and the proper action shall be clearly identified.						
1225	The Contractor shall provide the capability when opening a new account to automatically identify other account(s) associated with that account name or address and create a Case to allow a CSR to determine whether or not the account is a duplicate.						
1226	The Contractor shall provide the capability for the selection of account type and account preferences during the establishment of an account based on anticipated usage and other requirements.						
1227	The Contractor shall provide the capability, when adding contact information, to assist the customer by requiring zip code be entered first, then providing a pre-populated city and stat. Upon entry of a street address, the BOS should populate options for selection in the USPS standardized address format.						
1228	Require that the Authority's terms and conditions and privacy policy are acknowledged and a record of that acknowledgment saved in the BOS prior to establishing an account.						
1229	The Contractor shall provide the capability for customers to set and modify preferred communication channels.						
1230	The Contractor shall provide the capability for the customer to update all information on their account.						

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1231	The Contractor shall provide the capability to require a customer to accept revised account terms and conditions and privacy policy upon log in if a change is made to the account terms and conditions or privacy policy.						
1232	The Contractor shall provide the capability for electronic email address confirmation during the account creation process. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the account. Upon validation, the BOS shall allow for the account creation process to be completed.						
1233	The Contractor shall provide the capability for any subsequent additional email addresses added, to perform the email address validation process prior to finalizing the entry on the account. A message shall be displayed indicating the email address shall not be added until the validation process is complete.						
1234	The Contractor shall provide the capability for sending an account summary/profile to the customer upon a successful account creation process. The account summary/profile shall also be provided in a printer-friendly format.						
1235	The Contractor shall provide the capability for customers to specify "how did you hear about us?" during the account creation process.						
1236	The Contractor shall provide the capability for customers to be asked a series of marketing questions (Configurable).						
1237	The Contractor shall provide customers with a running amount due (details and summary) as they proceed through the account set-up process including but not limited to:						
	· account fee at time of account establishment;						
	· prepaid balance amount;						
	· transponder cost amount and · Violation amounts.						
1238	The Contractor shall provide the capability for a customer to close his/her Registered account.						
1.12.1.3. Payment Processing							
	To provide a customer experience that is intuitive, efficient and meets the needs of a self-service oriented customer, the BOS must provide a well-designed and logical customer self-service payment setup and management process						
1239	The Contractor shall provide the capability to determine the payment methods available (Configurable) based on account type.						
1240	The Contractor shall provide the capability for the manual replenishment (via existing payment methods on the account) of Registered accounts.						
1241	The Contractor shall provide the capability for the customer to set up an automated recurring replenishment via Credit Card and ACH.						
1242	The Contractor shall provide the capability for violators to view the images (in compliance with PII requirements) associated with the Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation and make payments or initiate a dispute by entering the pertinent dispute information.						
1243	The Contractor shall provide the capability to automatically create a Case and populate it with all pertinent information when a violator disputes a Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation.						
1244	The Contractor shall provide the capability for the violator to upload file(s) supporting the dispute and automatically associate those files to the Case.						
1245	The Contractor shall provide the capability for violators to make a payment and have it applied towards a specific item on the account or the entire balance due, for example Violation Notices, penalties and fees.						
1246	The Contractor shall provide the capability to Configure whether or not to allow partial payments for Violation-related activity.						

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1247	The Contractor shall provide the capability to allow for the payment of Violations and an account replenishment with one payment.						
1248	The Contractor shall provide the capability for a customer to intuitively and efficiently add the violating license plate/vehicle to an account, for which they have login access, and have the BOS verify to the customer that the license plate has been added and the transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot Post to the account or the license plate cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.						
1249	The Contractor shall provide the capability, in accordance with the Business Rules, for a customer to intuitively and efficiently establish an account via a "sinner to saint" process offered to violators that meet certain criteria. The BOS shall verify that the account has been created, the license plate/vehicle has been added and transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot Post to the account or the license plate/vehicle cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.						
1250	The Contractor shall provide the capability that once a Violation transaction/trip is transferred to an account, all other eligible Violations automatically transfer to the account in Accordance with the Business Rules.						
1251	The Contractor shall provide the capability during the Violation payment process to notify Interoperable/CTOC Agency customers of the process and time constraints for updating their account to allow for the Posting of the transactions/trips to their account through the Interoperable/CTOC Agency.						
1252	The Contractor shall provide the capability to allow for a primary and secondary Credit Card and provide a processing sequence for when to process each or let the customer select via the website for a one-time payment.						
1253	The Contractor shall provide the capability for Violation transaction/trip payments using only the license plate number, Plate Type, Jurisdiction and/or other information (Configurable and based on Business Rules) for authentication.						
1254	The Contractor shall provide the capability to prevent customers from making payments in excess of a Configurable amount based on account type.						
1255	The Contractor shall provide the capability to configure whether or not customers are allowed to make payments to their accounts for amounts in Collections.						
1256	The Contractor shall provide the capability to display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to customer being allowed to submit a payment.						
1257	The Contractor shall provide a clear summary of charges to be processed and require customer confirmation prior to processing payment.						
1.12.1.4. Vehicles, License Plates and Transponders							
1258	The Contractor shall provide the capability for customers to request and pay (sale) for new transponders.						
1259	The Contractor shall provide the capability for the customer to request a replacement transponder indicating which transponder is being replaced and the BOS should automatically determine the age of the transponder to determine if there is a charge for the replacement according to the Business Rules.						
1260	The Contractor shall provide the recommended number and types of transponders in accordance with the customer request and the Business Rules.						
1261	The Contractor shall provide the capability to identify vehicles which require an external transponder and Flag them for an external headlamp transponder.						

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1262	The Contractor shall provide the capability for customers to deactivate a transponder.						
1263	The Contractor shall provide the capability to allow for the deactivation of a transponder and reactivation of a transponder.						
1264	The Contractor shall provide the capability for customers to add, delete and update a beginning and end date/time for a specific vehicle and license plate at the account level. For example, a customer may wish to add a vehicle on the account for a limited amount of time.						
1265	The Contractor shall provide the capability to identify temporary plates and include the expiration date for use in reminding the customer to provide the permanent plate. The temporary plate and permanent plate shall be properly linked with the vehicle and account to facilitate proper System processing and customer service.						
1266	The Contractor shall provide the capability for customers to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be Configurable. Upon back dating provide the customer with the amount due allowing for a one-time payment for the amount due or payment from the prepaid balance.						
1267	The Contractor shall provide the capability for customers to add, delete and manage vehicles.						
1268	The Contractor shall provide drop down lists of vehicle makes and models.						
1269	The Contractor shall provide the capability to inform the customer at the time of addition if a vehicle plate is active on another account and have them confirm that they want to continue with the addition.						
1270	The Contractor shall provide the capability to identify motorcycle vehicle plates using the DMV plate configuration and Flag them for an external headlamp transponder.						
1271	The Contractor shall provide the capability to allow the customer to indicate a disabled plate or disabled veteran plate and upload the required supporting documentation and flagging the account for approval by a CSR.						
1272	The Contractor shall provide the capability to identify qualified clean air vehicles through the DMV file or customer provided documentation through a document upload and Flag for Clean Air Vehicle validation.						
1273	The Contractor shall provide the capability (Configurable) for customers to upload a file with vehicles and associated information, using an intuitive and user-friendly process that supports multiple data formats, for example delimiter-separated data or Excel. Functionality shall include but not be limited to:						
	· a browse button to locate the file;						
	· validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented);						
	· on-screen feedback of successful processing by indicating the number of vehicles imported and send email Notification of successful import.						
1274	The Contractor shall provide a downloadable sample vehicle file and data definition document with instructions for each supported format.						
1275	The Contractor shall provide detailed instructions regarding the process to upload vehicle information.						
1276	The Contractor shall provide the capability to automatically identify account(s) associated with a license plate being added to an account, including but not limited to:						
	· violator account with unresolved Violations;						
	· accounts in bad standing;						
	· accounts closed in bad standing;						
	· accounts with debt in Collections;						
	· accounts in bankruptcy and						
	· accounts where the license plate is active on another account.						

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1277	The Contractor shall provide the capability to either (determined during design) automatically initiate a Case and direct the customer to call the CSC or get a warning and allow the customer to proceed when the license plate they are attempting to add to their account is active on another account, other than a rental car account.						
1.12.1.5. Notifications							
1278	The Contractor shall provide the capability for customers to log in, view and print the Notifications associated with their account.						
1279	The Contractor shall provide the capability for customers to view and print past account statements or invoices, or to generate an on-demand account statement or invoice (in both PDF or CSV formats), based on selection criteria for all account types.						
1280	The Contractor shall provide the capability for violators to view and print Violation Notices including all associated Violation images.						
1281	The Contractor shall provide the capability to access Violation Notices, citations and/or collection letters associated with Unregistered accounts and make payments. These documents can be accessed by the violator using the vehicle license plate number and Jurisdiction and the violator account number (or other information to be defined during the Implementation Phase).						
1282	The Contractor shall provide the capability upon logging into the account, provide the customer with customized special messages regarding their account such as credit card expired, payment declined, temp plate expired, pay by plates occurring on a specific vehicle.						
1283	The Contractor shall provide the capability to display Notifications (Configurable), including but not limited to:						
	· allowable Flags related to the account;						
	· transponder in certain status, for example, lost or stolen;						
	· dispute status;						
	· payments and						
	· other information which the Authority wants presented to the customers and other website visitors.						
1.12.1.6. Website – Other Functionality							
1284	The Contractor shall provide the capability to view transactions history and associated vehicle images for each Image-Based Transaction/Trip. The Contractor shall properly address PII compliance during design.						
1285	The Contractor shall provide the capability to initiate disputes.						
1286	The Contractor shall provide the capability for a customer to upload a file, including pdf, all Microsoft Excel and Word files, text files, all types of image files and csv files, and have it associated to the account and Case, if applicable. Such uploads shall be structured within a specific process where a category can be assigned and a Case opened for an Authorized User to verify, for example additional evidence for a dispute, or police report for a stolen vehicle.						
1287	The Contractor shall provide the capability to limit the types of transactions, screens and activities customers can access via the Self-Service Website based on account type, including but not limited to:						
	· account Flags;						
	· account balance;						
	· account status;						
	· based on Security Standards and PII and						
	· based on Business Rules.						
1288	The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the Self-Service Website.						
1289	The Contractor shall provide the capability for customers to enroll in various Account Plans.						
1290	The Contractor shall provide the capability for customers to enter promotion codes on their accounts.						
	The Contractor shall provide the capability for customers to set “opt in” and “opt out” options for certain Notification types, including but not limited to:						

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1291	<ul style="list-style-type: none"> · statements; · account -related Notifications; · texts; · marketing/newsletters and customer surveys. 						
1292	The Contractor shall provide the capability for customers to enter requests or customer feedback and add a feedback category via drop-down menu options.						
1293	The Contractor shall provide the capability to open a Case.						
1294	<p>The Contractor shall provide the capability to create Cases for customer requests including but not limited to:</p> <ul style="list-style-type: none"> · requests for new accounts; · toll charges to their account; · general customer requests via "contact us"; · inventory requests; · disputes and · request for call back. 						
1295	The Contractor shall provide the capability to view Case(s) associated with the account.						
1296	The Contractor shall provide secure chat capabilities where account holders can exchange messages with an Authorized User.						
1297	The Contractor shall provide page(s) for information on hours of operation and locations for WICs.						
1298	The Contractor shall provide page(s) for information on hours of operation and phone numbers for the CSC.						
1299	The Contractor shall provide page(s) for general information about tolls and toll collection.						
1.12.2. Self-Service Mobile Application (Phase II and Optional)							
	The Contractor shall provide a Self-Service Mobile Application.						
1300	The Contractor shall provide a Self-Service Mobile Application specifically designed to operate with smartphones and tablets.						
1301	The Contractor shall provide the capability to access the native functionality of the mobile device to provide enhanced account management and payment functionality. For example, access to the camera or to mobile payment options.						
1302	<p>The Self-Service Mobile Application shall provide the same functionality and informational pages as the Self-Service Website, including but not limited to:</p> <ul style="list-style-type: none"> · all account update functions; · all account transaction, payment and other history; · all payment functionality; · all notification functionality; · all transponder management functionality; · informational pages and · other functionality determined during the Implementation Phase. 						
1303	<p>The Contractor shall provide native mobile application capabilities on the Self-Service Mobile Application, including but not limited to:</p> <ul style="list-style-type: none"> · push Notifications and · location-based Services. 						
1304	The Self-Service Mobile Application shall provide access to the top five (5) United States mobile payment applications, as Approved by the Authority's, that require access to device specific functions.						
1305	The Contractor shall provide the capability for processing of all potential payments as well as account replenishment via the implemented mobile payment applications.						
1306	The Contractor shall provide a Self-Service Mobile Application that supports the addition of sponsored ads Approved by the Authority.						

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1.13. Customer Contact Systems							
1.13.1. Telephony Systems Requirements							
	The Contractor is required to provide, operate and maintain the telephony system at all CSC and WIC locations (with the exception of the OCTA Store WIC).						
1307	The Contractor shall provide a telephony system including an automated call distributor (ACD) that is fully integrated with the BOS for capable of simultaneously handling inbound/outbound customer calls, all CSC Operations calls and on-site BOS personnel internal calls. The telephony system shall be capable of meeting all current and future capacity Requirements.						
1308	The telephony system shall meet all future capacity requirements.						
1309	The Contractor shall provide a telephony system meeting the following, including but not limited to:						
	· fully integrated with the functional BOS;						
	· fully integrated into the Desktop Environment;						
	· fully integrated into all CSC Operations Facilities and supports all related functional Requirements contained herein.						
1310	The Contractor shall provide a telephony system which is designed to meet the Performance Measures and availability Requirements.						
1311	The Contractor shall provide sufficient Session Initiation Protocol (SIP), or equivalent, to support 200 percent of the anticipated call volumes.						
1312	The Contractor shall provide a real-time telephony dashboard that allows the Authority and CSC management to monitor the call handling performance.						
1313	The Contractor shall provide full integration between the telephony system and the BOS, including but not limited to:						
	· association of all customer inbound/outbound calls with the account;						
	· association of detail regarding the customer contact with the account, for example, wrap codes and ad-hoc Authorized User entered information and the availability, via the BOS application account screens, of all customer contact records.						
1314	The Contractor shall provide the capability for the telephony system to be trained to identify key words/phrases and notify an Authorized Users in real-time or upon request.						
1315	The Contractor shall provide an integrated CSR quality review functionality such that the reviewer can listen to the call, watch the recorded screen movements and score the call against the Configured criteria.						
1316	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the call.						
1317	The Contractor shall provide the capability for Authorized Users to add/delete/modify survey questions for an after-call survey.						
1318	The Contractor shall provide the capability for the telephony system to provide a survey for the customers after the call.						
1319	The Contractor shall provide the capability for Authorized Users to obtain the results of the after-call survey.						
1320	The Contractor shall provide the capability to allow a supervisor to monitor or participate in real time the phone conversations between the CSR and the customer and view CSR screen navigations, including but not limited to:						
	· just listen;						
	· listen and talk only to CSR (coach) and participate in a three-way call with the customer.						
1321	The Contractor shall provide the capability for the Authority to remotely and non-intrusively monitor live calls.						
1322	The Contractor shall provide the capability for the Authority to remotely review all recorded calls randomly of specifically categorized by, including but not limited to:						
	· CSR; · call subject;						

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	<ul style="list-style-type: none"> · specific customer account; · call date/time; · escalation and · customer behavior. 						
1323	The Contractor shall provide the capability for English and Spanish language options.						
1324	The Contractor shall provide automated call routing based on customer selections. For example, if the customer selects the Spanish language option and then wishes to pay a Violation Notice, the call is sent to a Spanish-speaking CSR with the ability to accept payments.						
1325	The Contractor shall provide automated call distribution, including conditional routing to qualified Authorized Users.						
1326	The Contractor shall provide for call routing based on conditions, including but not limited to:						
	· time of day;						
	· day of week;						
	· Holiday schedule;						
	· planned outage;						
1327	· wait times (Configurable) and						
	· call volumes (Configurable).						
	The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to call handling, including but not limited to:						
	· service levels;						
	· skill levels;						
	· language selection;						
	· phone number and hours of operation for contact center;						
	· locations of WICs;						
	· remote/other call handling locations;						
	· conditional escalations;						
	· prioritization of queues;						
	· call routing rules;						
· call recording rules;							
· call wait-time rules;							
· music on hold selections and							
· message on hold selections.							
1328	The Contractor shall provide the capability to specify and manage service levels.						
1329	The Contractor shall provide the capability to notify Authorized Users regarding service level performance.						
1330	The Contractor shall provide the capability to automatically move contacts between service groups to meet service levels and key performance indicators.						
1331	The Contractor shall provide the capability to prioritize contacts.						
1332	The Contractor shall provide the capability to reprioritize contacts in queue.						
1333	The Contractor shall provide the capability to restrict outbound calling to only specific users.						
1334	The Contractor shall provide the capability to make outbound pre-recorded calls.						
1335	The Contractor shall provide the capability to manage outbound call campaigns.						
1336	The Contractor shall provide the capability to manually initiate automated outbound calls to accounts that meet specified criteria (for example, initial collections activities based on information provided by the Collections Agencies).						
1337	The Contractor shall provide the capability for Authorized Users to be designated for both outbound and inbound calling.						
1338	The Contractor shall provide the capability to record and activate new initial messages to be heard by all callers, for example Maintenance messages that the IVR is down or that the CSC is closing early.						

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1339	The Contractor shall provide the capability for virtual queuing, which allows customers to hang up while still keeping their place in the queue and receive a call a back when it is their turn rather than waiting on hold.						
1340	The Contractor shall provide the capability to notify callers of the estimated wait time either on hold or for a call back.						
1341	The Contractor shall provide expected wait time messages during the time the customer is on hold.						
1342	The Contractor shall provide recorded audio while customers are on hold.						
1343	The Contractor shall provide the capability to record messages to be played to on-hold customers.						
1344	The Contractor shall provide for the interspersing of music for pre-recorded on-hold messages.						
1345	The Contractor shall provide computer telephony integration to the BOS to display the user account, including but not limited to:						
	· screen pop based on inbound caller ID;						
	· screen pop based on caller-entered information and						
	· screen pop notifying CSR that customer has successfully authenticated.						
1346	The Contractor shall provide the capability for all inbound and outbound calls to be recorded.						
1347	The Contractor shall provide the capability to prevent recording, transmitting, or storage of Credit Card information within or through the BOS or OCTA network, for example, for the purpose of tokenization, transfer the warm call to the Merchant Service Provider for payment and once payment is completed transfer back to CSR.						
1348	The Contractor shall provide workforce management tools, including but not limited to:						
	· forecasting contact volume based upon historical trends;						
	· managing key performance indicators;						
	· dashboard monitoring of key performance indicators;						
	· real-time reports for monitoring key performance indicators and						
· call recording on demand or automatically.							
1349	The Contractor shall provide supervisory management tools, including but not limited to:						
	· manage call recording profile by Authorized User;						
	· chat electronically with Authorized Users;						
	· silently monitor calls;						
	· initiate a three-way call;						
	· remove the Authorized User from the call;						
1350	The Contractor shall provide the capability for Authorized Users (for example Authority staff) to remotely access real-time and historical performance information, including but not limited to:						
	· overall customer call queue information;						
	· all wait time and call handling times;						
	· specific call queue information, for example, information about only the Spanish queue or the dispute queue;						
	· chat queue information;						
· key performance indicators and							
· active Authorized Users.							
1.13.2.	IVR System						
	The IVR System allows allow customers to perform all actions that they might ask of a CSR with the exception of certain functions that are specific to the role of an Authorized User, for example adding certain Account Plans or changing the name on an account. The IVR must provide all required functions in both English and Spanish.						
1351	The Contractor shall provide sufficient IVR processing capacity to support 200 percent of the anticipated call volumes and shall have the capability to provide additional capacity on-demand.						
	The Contractor shall provide the capability to configure the IVR System, including but not limited to:						

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1352	<ul style="list-style-type: none"> allowable number of failed authorization attempts; allowable number of invalid responses and allowable idle time. 						
1353	The Contractor shall provide the capability to view and configure the phone tree in graphical manner.						
1354	The Contractor shall allow for custom IVR messages to be immediately recorded and inserted as needed and requested.						
1355	The Contractor shall provide the capability for standard messages to be rotated in the IVR as needed or requested.						
1356	The Contractor shall provide the capability for an Authorized User to have role-based access to the system to make all types of common IVR changes.						
1357	The Contractor shall provide directed dialog natural language speech recognition for all IVR services, recognizing the customers voice for identity verification, option selections, navigation and customer-provided information such as account information, Violation number, plate number, etc., and for customer accessing of account and all other information provided by the IVR.						
1358	Support bi-lingual (English and Spanish) interaction, and the Contractor shall provide the Interface that supports bi-lingual options for customer interaction.						
1359	Support various modes of operation, including but not limited to: <ul style="list-style-type: none"> CSC open hours when the IVR and CSR options are available to service the customer; CSC off-hours when only the IVR is available to service the customer and conditions where the BOS is not functional, CSC is not open for operations, but the IVR System is operational. 						
1360	The Contractor shall provide the capability to verify customer identity and authorization prior to transferring the customer to a CSR. The verification authorization process shall be automated to minimize any delays for the customer.						
1361	The Contractor shall provide the capability to pop-up the customer account or Violation information on the BOS screen so the CSR has all the pertinent information available prior to the call being received by the CSR.						
1362	The Contractor shall provide for the retention of account number, Violation Notice number or other entered information (excluding any Credit Card information) to be made available to the CSR who takes the call should the customer exit the IVR and wish to speak to a CSR.						
1363	The Contractor shall provide the capability for the caller to execute multiple options within the same call, for example return to previous menu and repeat prompt options.						
1364	The Contractor shall provide English and Spanish speaking customers the ability to respond to the IVR by pressing designated keypad buttons on their phone or saying a response.						
1365	The Contractor shall provide a single IVR recording voice talent per supported language and have consistency in voice volume and intonation throughout the Operations and Maintenance Phases.						
1366	The Contractor shall provide the capability to fully integrate with the Merchant Service Provider Credit Card information while maintaining compliance with tokenization and PCI DSS Requirements.						
1367	The Contractor shall provide the capability for customers to manage their account.						
1368	The Contractor shall provide the capability for customers to access the account using the PIN and one other piece of information, including but not limited to: <ul style="list-style-type: none"> caller ID (ANI); account number; license plate number; transponder number and Violation Notice number. 						
1369	The Contractor shall provide the capability to limit the types of transactions and activities customers can access via the IVR based on account types, including but not limited to: <ul style="list-style-type: none"> account Flags; account balance; 						

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	<ul style="list-style-type: none"> · account status; · Account Plan; · account type and · Business Rules. 						
1370	The Contractor shall provide the capability for customers to add, edit and remove Credit Cards associated with the account.						
1371	The Contractor shall provide the capability for customers to make a one-time payment to the account.						
1372	The Contractor shall provide the capability for customers to enroll in auto replenishment and configure replenishment information.						
1373	The Contractor shall provide the capability for customers to make a payment using an existing payment method on the account without having to re-enter the payment method information.						
1374	The Contractor shall provide the capability to accept Credit Card payments via tokenized method.						
1375	The Contractor shall provide the capability to prevent customers from making payments in excess of an amount based on account type (Configurable).						
1376	The IVR shall not store any of the Credit Card information that is input, including in recordings and logs.						
1377	The Contractor shall provide detailed tracking of payments processed via the IVR.						
1378	The Contractor shall provide an audio summary for the customer, including payment method details (last specific number of digits on the Credit Card) and amount, and request confirmation prior to allowing the customer to submit a payment.						
1379	The Contractor shall provide the capability for customers to make a payment and have it applied toward the account balance or a specific item on the account.						
1380	The Contractor shall provide the capability for violators to make a payment and have it applied toward a specific item on the account.						
1381	The Contractor shall provide the capability for customers to obtain the last "x" number of toll transactions (Configurable).						
1382	The Contractor shall provide the capability for customers to obtain the last "x" number of Financial Transactions (Configurable).						
1383	The Contractor shall provide the capability for customers to obtain the balance on the account.						
1384	The Contractor shall provide the capability for customers to request statements with the option to select the delivery method.						
1385	The Contractor shall provide the capability for customers to add, edit and remove vehicles and license plates from the account.						
1386	The Contractor shall provide the capability for customers to order transponders and mounting strips.						
1387	The Contractor shall provide the capability for customers to report lost/stolen transponders.						
1388	The Contractor shall provide the capability for customers to update the PIN.						
1389	The Contractor shall provide the capability for customers to hear Notifications that have been sent.						
1390	The Contractor shall provide the capability for customers to receive a confirmation by preferred channel when account updates or payments are made via the IVR.						
1391	The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the IVR.						
1392	The Contractor shall provide IVR System reports that help determine how the IVR is functioning and its effectiveness, including but not limited to:						
	· the number of calls routed to the IVR;						
	· abandon rate;						
	· account Maintenance activities performed;						
	· payments processed;						
	· transaction history accessed;						
· customer support requests;							
· general information obtained and							

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	the number of calls transferred to a CSR from the IVR.						
1.13.3.	Email						
1393	The Contractor shall provide the capability to service and manage inbound/outbound customer emails.						
1394	The Contractor shall acquire new email domains Approved by the Authority for use by the new BOS;						
1395	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the email.						
1396	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.						
1397	The Contractor shall provide the capability to estimate and/or program the response time to a customer's email.						
1398	The Contractor shall provide the capability to send e-blast emails to all customers with an email address.						
1399	The Contractor shall provide the capability for English and Spanish language options.						
1400	The Contractor shall provide automated email distribution, including conditional routing to qualified Authorized Users.						
1401	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in email communication.						
1402	The Contractor shall provide full integration between the email system and the BOS in association with the account such that emails are able to be viewed from the customer account in BOS.						
1403	The Contractor shall provide automated reporting of all email correspondence by subjects (wrap codes) and response times.						
1.13.4.	Fax						
1404	The Contractor shall provide the capability to service and manage inbound/outbound customer faxes.						
1405	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the fax.						
1406	The Contractor shall provide full integration between the fax system and the BOS in association with the account such that faxes are able to be viewed from the customer account in BOS.						
1407	The Contractor shall provide automated reporting of all fax correspondence by subjects (wrap codes) and response times.						
1.13.5.	Chat						
1408	The Contractor shall provide the capability to service and manage inbound customer chat sessions.						
1409	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the chat.						
1410	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.						
1411	The Contractor shall provide the capability to estimate and/or program the response time to a customer's chat request.						
1412	The Contractor shall provide the capability to configure the ability to respond to multiple chat sessions concurrently.						
1413	The Contractor shall provide the capability to provide a survey for the customers after the chat.						
1414	The Contractor shall provide the capability for English and Spanish language options.						
1415	The Contractor shall provide the capability for the customer to have a full record of the entire chat session emailed to them.						
1416	The Contractor shall provide the capability to record the full chat session.						
1417	The Contractor shall provide automated chat request distribution, including conditional routing to qualified Authorized Users.						
1418	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in chat sessions.						
1419	The Contractor shall provide full integration between the chat system and the BOS in association with the account such that chats are able to be viewed from the customer account in BOS.						
1.13.6.	Text						
1420	The Contractor shall provide the capability to service and manage inbound customer text sessions.						

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1421	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the text.						
1422	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.						
1423	The Contractor shall provide the capability to estimate and/or program the response time to a customer's text request.						
1424	The Contractor shall provide the capability to provide a survey for the customers after the text.						
1425	The Contractor shall provide the capability for English and Spanish language options.						
1426	The Contractor shall provide the capability to record the text responses.						
1427	The Contractor shall provide automated text distribution, including conditional routing to qualified Authorized Users.						
1428	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in text communication.						
1429	The Contractor shall provide full integration between the text system and the BOS in association with the account such that text messages are able to be viewed from the customer account in BOS.						
1.14. Financial Requirements							
	These financial Requirements describe the functionality that must be present in the BOS for the Authority to service customers and to record financial activity related to the BOS in its general ledger system.						
	The Authority use a modified accrual method of accounting and prepare financial statements in accordance with GAAP and GASB using a June 30 Fiscal Year end.						
	It is important that revenues associated with tolls are presented separately from other revenues (for example, fees and fines) and separated by Toll Facility. The Authority utilizes reports detailing historical collections to analyze and estimate future revenues from Violations. For this reason, it is important that the reporting enables the Authority to analyze the period in which Violations occurred versus the period in which those Violations were paid.						
	Prepaid tolls shall be deposited to a Bank Account held by the Authority until such time as an action on the account causes such funds to be depleted. Such actions include but are not limited to: customer incurring tolls on an OCTA Toll Facility; customer incurring tolls on an Interoperable Agency Toll Facility; account incurring a fee; returned check being processed on the user account; customer requesting a refund and customer requesting account closure.						
	The BOS is the conduit between the Authority and customers; Interoperable Agencies, and Third-Party Service Providers. The Contractor shall reconcile all transactional and financial interactions between the BOS and customers; Interoperable Agencies and Third-Party Service Providers. The Contractor also shall also reconcile all transactional and financial interactions between the BOS and the Authority.						
1.14.1. General Financial Requirements							
	Financial reports shall not change once the Revenue Day is closed. The Revenue Day is typically closed by a semi-automated process once a series of reconciliations is performed to ensure all transactions have been appropriately received and processed. While immaterial variances and discrepancies (for example, if a handful of transactions were not processed) may be corrected after the Revenue Day has been closed, material discrepancies (for example, an entire unprocessed payment or transaction file) must be corrected before the Revenue Day is closed. Once the Revenue Day is closed, any adjustments or corrections to transactions that occurred in that Revenue Day must be made in the current Revenue Day.						
	The Authority does not intend to use the BOS as its general ledger system, nor does the Authority intend to feed data from the BOS automatically to its general ledger. The Authority intends to use exports and reports from the BOS to record the financial entries into the Authority's financial system. The BOS must utilize GAAP-compliant methods to record financial activity between the Toll Facilities and the BOS and between the BOS and customers; Interoperable Agencies and Third-Party Service Providers.						

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1430	The Contractor shall provide an integrated, Configurable, GAAP-compliant accounting Module for all transactions.						
1431	The Contractor shall provide for double entry recording of all Financial Transactions.						
1432	Separate financial data shall be maintained for each CTOC Agency, each Interoperable Agency, each Collection Agency and each Third-Party Service Provider.						
1433	The Contractor shall create automatic journal entries for recording and tracking all transactions and payment events.						
1434	The Contractor shall develop a journal entry template for every BOS transaction that impacts revenue, liability balances (for example, Registered or Unregistered accounts) or asset balances (for example, accounts receivable) to be Approved by the Authority.						
1435	The Contractor shall provide an audit trail for each transaction, which shall reflect the source of each transaction, all adjustments to the transaction and the current status of the transaction and/or the final disposition of the transaction.						
1436	Every payment that resulted in a receivable being marked paid shall be traceable to the receivable(s) it paid.						
1437	Every paid receivable shall be traceable to one or more payments that were allocated to its payment.						
1.14.2. Transaction Recording							
	Toll transactions are initiated by an originating Toll Facility through transmission of a transaction/trip from the ETTM System, through a CTOC Interface or through an Interoperable Agency Interface to the BOS and Posted to user accounts or otherwise processed. The Authority is currently Interoperable with all California toll agencies through their participation in CTOC. The Authority intends to become Interoperable with other Interoperable Agencies outside of CTOC during the Term of the Agreement. These transactions also are Posted against the Financial Accounts. These include transactions such as a toll or a fee and the transaction activities that affect them, such as billing a transaction or sending it to collections. All transactions and transaction activities are recorded against Financial Accounts.						
1438	Record all BOS activities, including but not limited to: <ul style="list-style-type: none"> · when a new transaction/trip is received from the ETTM System; · when an amendment is made to a transaction/trip by the BOS; · when an amendment is made to a transaction/trip by a Collection Agency; · when a new or amended transaction is received from a CTOC Agency; · when a new or amended transaction is received from an Interoperable Agency; · when a fee, penalty or any transaction is assessed by the BOS; · when a fee, penalty or any transaction is collected; · when a fee, penalty or any transaction is waived, voided or otherwise reversed; · when a fee, penalty or any transaction is adjusted and · when there is a change in the status or workflow stage of a fee or penalty or another transaction. 						
1439	All entries to the BOS shall consider payable and receivable balances between, including but not limited to: <ul style="list-style-type: none"> · the customer and the BOS; · the BOS and the Authority; · the BOS and Collection Agency; · the BOS and CTOC Agencies; · the BOS and Interoperable Agencies and · the BOS and Third-Party Service Providers. 						
1440	The BOS shall provide the capability of recording a payable to or receivable from the Authority, a Collection Agency, a CTOC Agency, an Interoperable Agency, or a Third-Party Service Provider simultaneously with the recording of a customer payment against a transaction.						
1441	Create all financial entries as individual records, which may be used in combination with other financial entries to make a net effect, but do not allow the original entry to be modified.						

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1442	Ensure each debit entry to a Financial Account has a corresponding and equal credit amount and each credit entry to a Financial Account has a corresponding and equal debit amount so the Financial Accounts balance at all times.						
1443	The Contractor shall provide reports in summary and in detail on the Financial Accounts. BOS reports shall be provided that reconcile to the Financial Accounts.						
1.14.2.1. Fee and Penalty Transaction Recording							
	Fees and penalties are charged to customers at a variety of different escalations in status or workflow stage, including but not limited to:						
	· when a Notice of Toll Evasion Violation is generated;						
	· when a Notice of Delinquent Toll Evasion Violation is generated;						
	· when transactions/trips are accepted for Registration Hold;						
	· when transactions/trips are sent to Collections and						
	· when a FasTrak account is sent to Collections.						
	Fees may also be charged when certain transactions/trips are Posted to an account, including but not limited to returned checks, non-sufficient funds (Credit Cards) chargebacks, failed FasTrak account replenishment, Excessive I-Tolls and for accounts below the Insufficient Balance Threshold.						
	Fees and penalties can be incurred at the trip level or at the account level.						
1.14.3. Customer Transaction Settlement							
	Customer transaction settlement is the payment of tolls, fees and penalties by the customer. Customer transaction settlement also includes any payment reversals, chargebacks and refunds.						
	Funds collected from customers and Interoperable facilities are deposited into Bank Account(s) established by the Authority. Payments are issued from these accounts(s) including:						
	1. Customer Refunds issued by check to customers.						
	2. Payments are made to Interoperable facilities.						
	3. Funds are deposited and held in a BOS Bank Account until refunded to customers, paid to Interoperable Agencies or distributed to the Authority.						
1.14.3.1. Customer Payments							
	Payments and other receipts shall be processed by the BOS in accordance with the following Requirements:						
1444	Payments are collected from the following payment sources. The number and names of payment sources shall be Configurable and include but are not limited to:						
	· merchant accounts;						
	· DMV;						
	· Collections;						
	· Lockbox (optional);						
	· check payments;						
	· cash payments (processed at WICs);						
	· Interoperable Agencies and						
	· Franchise Tax Board.						
1445	The Contractor shall provide the capability to establish deposit accounts within the BOS and map those deposit accounts to BOS Modules, including but not limited to Financial Account, deposit reports and bank reconciliation. For example, deposits to the Lockbox Bank Account (if the Contractor elects to use one) are recorded in the Financial Account associated with the Lockbox Bank Account.						
1446	The Contractor shall provide the capability to map deposits by payment source to default Bank Accounts. For example, deposits received from the Merchant Service Provider are mapped in the BOS as received from the Merchant Service Provider and being deposited to the Bank Account to which the Merchant Service Provider makes its deposits.						
1447	The Contractor shall provide the capability to capture the bank deposit date and associate it with the payment transaction.						

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1448	Funds shall be disbursed from the following payment sources. The number of names of payment sources shall be Configurable and include but are not limited to: · customer Refund Account; · Interoperable Agency and · Authority remittance account.						
1449	The Contractor shall provide the capability to establish disbursement accounts within the BOS and map those disbursement accounts to BOS Modules, including but not limited to Financial Account, disbursement reports and bank reconciliation.						
1450	The Contractor shall provide the capability to map disbursements by disbursement type to default disbursement accounts.						
1451	Payments shall be applied to account balances on a Configurable basis (default order is automatically assigned by the BOS).						
1452	The default Posting order can be manually overridden by Authorized Users.						
1.14.3.2. Disbursements							
	Disbursements will be made to customers for overpayments and refunds and also made to the Authority, CTOC Agencies, Interoperable Agencies, and Third-Party Service Providers.						
1453	The BOS shall support the processing of disbursements, including but not limited to: · customer refunds; · settlement with the Authority; · settlement with CTOC Agencies; · settlement with Interoperable Agencies, and · settlement with Third-Party Service Providers.						
1454	The Contractor shall provide the Configurable capability to automatically identify accounts that are eligible for refund processing and present those refunds for review and approval based on various activities on the account (require review before a refund would be processed), including but not limited to: · closing of an account; · unapplied payments (for example, a payment that has been received and deposited but cannot be Posted to an account and needs to be refunded); · overpayment on an account and there are no outstanding Violations or unbilled tolls that need to be paid and · overpayment of a Violation and there are no other outstanding Violations or toll transactions/trips that need to be paid.						
1455	The Contractor shall provide the capability for an optimized and streamlined (minimized number of steps) process for refunds based on the original transaction and confirm such refunds are reflected on the user account history. For example, upon receipt of a customer request to close an account and after the appropriate waiting period has elapsed, an Authorized User shall have the capability to Approve a refund without the need to research and indicate refund method and, in the case of Credit Card refunds, select or input the card number; the BOS shall have the capability to automatically allocate Approved refunds to the correct refund type and card number.						
1456	The Contractor shall provide the capability to issue refunds to the payment method that was used to create the credit balance.						
1457	The Contractor shall provide the capability to issue electronic refunds (for example, by Credit Card) to the Credit Card used to make the payment, including but not limited to those Credit Card that are not stored on the user account. For example, the BOS can utilize a payment reference number to trace back to a payment method without the need for the BOS to retain the card information.						
1458	The Contractor shall provide the capability to issue refunds by check if the account does not provide for an electronic method or if the electronic method is invalid (for example, if the Credit Card is expired).						

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1459	If required in order to comply with the merchant agreement or any other agreements or regulations, the Contractor shall provide the capability to issue a single refund using more than one payment method. For example, a single refund amount may be issued to multiple Credit Cards and/or by check.						
1460	The Contractor shall provide the capability to issue refunds by check for overpayments on, including but not limited to:						
	· prepaid tolls;						
	· Violations;						
	· fees and penalties.						
1461	The Contractor shall provide the capability to prevent refunds of greater than the amount of the original transaction amount or the prepaid balance, adjusted for overpayments and any prior refunds.						
1462	The Contractor shall provide the capability for automated processing of Approved refunds after a Configurable hold period.						
1463	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS when eligible refunds are due.						
1464	The Contractor shall provide the capability to expedite a refund if the customer requests to have a refund issued before the Configurable hold period has elapsed, for example when a customer is due a refund because a check was cashed for the wrong amount due to CSR error.						
1465	The Contractor shall provide the capability to require authorized approvals for refunds. For example, refunds in excess of a Configurable amount or refunds for goodwill credits for which there is no associated payment are routed for approval through Cases.						
1466	The Contractor shall provide the capability to track and associate all refunds to the original payment on the account.						
1467	The Contractor shall provide the capability to display detailed Credit Card settlement activity for refunds by payment method.						
1468	The Contractor shall provide the capability to prevent the automatic issuance of refunds if the account has an outstanding balance due; such refunds require the approval of an Authorized User through Cases.						
1469	The Contractor shall provide the capability to send a refund Notification electronically and/or by mail to all customers who are issued a refund.						
1.14.3.3. Escheatment (unclaimed property)							
	The BOS shall allow for comments to be entered in accounts that are eligible for Escheatment and a Flag shall be available to indicate when an account was subjected to Escheatment procedures.						
1470	The Contractor shall provide the capability to enter comments and update statuses and Flags to indicate that an account was subjected to Escheatment procedures.						
1471	The Contractor shall provide the capability to identify any unclaimed funds as candidates for the Escheatment process.						
1472	The Contractor shall provide the capability to identify any unclaimed funds as subjected to the Escheatment process.						
1.14.3.4. Write-Off of Unpaid Balances							
	The BOS shall have the capability of processing Write-Offs at the Authority's discretion. The BOS must accommodate both automatic and manual Write-Off of unpaid balances and Toll Transactions. These Write-Offs will include bulk Write-Offs of a group of transactions which meet Configurable criteria and individual transactions/debts. This process shall be conducted in an efficient and streamlined manner. The BOS shall provide reporting detailing balances subject to Write-Off and the details of the transactions/debts written-off.						
1473	The Contractor shall provide the functionality to accept payment on transactions/trips that have been written-off, for example reverse the Write-Off in the amount of the payment and apply the payment.						

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1474	The Contractor shall provide for Write-Off codes which shall provide the selection of a Write-Off reason for each transaction.						
1475	The Contractor shall provide for the Write-Off of individual transactions by Authorized Users.						
1476	The Contractor shall provide for the bulk Write-Off of transactions by Authorized Users.						
1477	The Contractor shall provide the capability for the BOS to automatically Write-Off transactions/debts based on Business Rules, for example, Write-Off balances after X Configurable days if no action.						
1478	The Contractor shall provide for the cessation of status or workflow stage and collection effort following Write-Off.						
1479	The Contractor shall provide the capability to require a reason for each Write-Off, for example, debt reduction negotiation or debt older than "x".						
1480	The Contractor shall provide the capability for the BOS or the applicable Authorized User to select the appropriate Write-Off reason.						
1481	The Contractor shall provide the capability to search for types of debt and Write-Off the selected group of debts. Types of debts include but at not limited to:						
	· fees;						
	· penalties and						
	· tolls.						
1.14.4. Reconciliation and Settlement – General Requirements							
	Balancing and reconciliations are integral to the BOS operation. Therefore, these processes shall be integrated within the BOS.						
	The Contractor shall provide a BOS capable of handling reconciliations within the BOS, as opposed to on spreadsheets or through other mechanisms outside the BOS. For example, the BOS shall be capable of accepting data from the bank(s) and Merchant Service Provider(s) to reconcile Credit Card deposits within the BOS. Exceptions shall be tracked as Cases within the BOS and reconciliation reports are generated by the BOS. The BOS shall not require that data be exported from the BOS, from the bank(s) and from the Merchant Service Provider(s) to be combined, compared and reconciled in a spreadsheet.						
1482	The BOS shall track and reconcile 100 percent of the transactions it receives from the ETTM System.						
1483	All BOS transaction reconciliation shall be based on Revenue Day which, for transactions/trips, is the Revenue Date transmitted in the transactions/trips; for operations and payments activities, it is the day the event occurred.						
1484	The Contractor shall provide the capability to close a Revenue Day upon the final reconciliation of the transactions and revenue. The completion of the Revenue Day closure process finalizes the counts and revenue for the Revenue Day. Upon the closure of the Revenue Day the data on Revenue Day reports shall not change.						
1485	The Contractor shall provide the capability to close a Revenue Month similar to the Revenue Day closure process.						
1486	The last Revenue Day of a Revenue Month shall remain open for adjustments until both the Revenue Day and the Revenue Month have been closed.						
1487	The Contractor shall provide the capability to close a Revenue Year similar to the Revenue Month closure process.						
1488	The last Revenue Day of a Revenue Year shall remain open for adjustments until the Revenue Day, Revenue Month and Revenue Year have been closed.						
1489	The Contractor shall provide the capability to investigate and correct all exceptions and discrepancies identified during the process. For example, if the total of the bank deposits does not equal the total of bank deposits per the BOS, then detailed reports relating to the deposits in question must be available. Corrections shall be made and <u>Approved by Authorized Users</u> .						
1490	All reports shall indicate the status of the reconciliation. For example, when a user runs a report containing data for a Revenue Day which has not yet been closed, the report shall contain some indication the data in the report is preliminary or subject to change.						

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1491	The Contractor shall provide the capability to record fees in the BOS, for example merchant fees and bank fees.						
1.14.4.1. Banking Reconciliation and Settlement							
1492	The Contractor shall provide the capability to reconcile all financial activity, including but not limited to:						
	· deposits;						
	· credits;						
	· disbursements;						
	· returned items and · chargebacks.						
1493	The Contractor shall provide for the daily Balancing of activity at the transaction level by Payment Type.						
1494	The Contractor shall provide for the identification of exceptions by transaction.						
1495	The Contractor shall provide the capability to allow Authorized Users to make adjustments to exceptions and reprocess the automated reconciliation.						
1496	The Contractor shall provide the capability to open a Case for reconciliation exceptions.						
1.14.4.2. Bank Deposit Reconciliation and Settlement							
	The BOS deposits funds collected by mail and in the WICs. These funds are deposited by the BOS directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement. These deposits must be balanced and reconciled on a daily basis and monthly basis.						
1497	The Contractor shall provide an automated interface to reconcile bank deposits.						
1.14.4.3. Reconciliation and Settlement with Merchant Service Provider							
	The BOS initiates Credit Card transactions with one or more Merchant Service Providers. Funds collected through the merchant accounts by the Merchant Service Provider are deposited directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement.						
1498	The Contractor shall provide an automated interface to reconcile transactions initiated with the Merchant Service Provider(s).						
1.14.4.4. Reconciliation and Settlement with Lockbox (optional)							
	The BOS utilizes a Lockbox Service Provider to process customer check payments. Payments sent to the Lockbox will be processed by the Lockbox Service Provider and deposited directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement.						
1499	The Contractor shall provide an automated interface to reconcile Lockbox Service Provider deposits.						
1.14.4.5. Reconciliation and Settlement with the Authority							
	The daily reconciliations between the ETTM System and the BOS shall address transactions and payments.						
	The transactional reconciliations shall be handled by the BOS. The ETTM System will transmit a transaction/trip to the BOS, which the BOS shall acknowledge and thereafter begin the Posting/billing process.						
	The reconciliations related to payments shall address payments being made by the BOS to the Authority. These payments are a result of payments being collected from customers, processed and remitted to the Authority in settlement of balances due.						
1500	The Contractor shall provide the capability to track payables and receivables between the BOS and the Authority based on customer payments, payment reversals and Posting of payments to transactions/trips.						

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1501	The Contractor shall provide the capability to track payables to and receivables from the Authority based on BOS remittances to these entities. For example, when a settlement payment is made to the Authority, the Authority's payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.						
1502	The Contractor shall provide electronic Notification of daily reconciliation and monthly settlement to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.						
1503	The Contractor shall provide for reconciliation of daily activity and transactions with the Toll Facilities.						
1.14.4.6. Reconciliation and Settlement with CTOC Agencies and Interoperable Agencies							
	The BOS shall remit funds collected from customers to the CTOC Agencies and Interoperable Agencies in accordance with the following Requirements:						
1504	The Contractor shall provide the capability to track payables and receivables between the BOS and the CTOC Agencies and Interoperable Agencies based on customer payments, payment reversals and Posting of payments to transactions/trips.						
1505	The Contractor shall provide the capability for the credit memo process to handle disputes and credits initiated by customers of CTOC Agencies.						
1506	The Contractor shall provide the capability to track payables to and receivables from the CTOC Agencies and Interoperable Agencies based on BOS remittances to the CTOC Agencies and Interoperable Agencies. For example, when a settlement payment is made to an Interoperable Agency, the Interoperable Agency payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.						
1507	The Contractor shall provide electronic Notification of daily reconciliation and settlement of CTOC Agencies and Interoperable Agencies to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.						
1508	The Contractor shall provide for reconciliation of daily activity and transactions/trips with the CTOC Agencies and Interoperable Agencies in accordance with the applicable Interoperability agreement(s).						
1509	The Contractor shall provide capability to generate periodic invoice for CTOC and Interoperable Agency toll charges. The invoice shall be based on reconciled files for each month even if the reconciliation files were received in the following month. Any manual adjustments during the invoice period shall be included in the invoice with the necessary Credit/Debit Memo as identified in the CTOC User Fee Agreement. Payments from Interoperable/CTOC Agencies shall be Posted against the invoice.						
1510	The Contractor shall provide capability to enter invoices from CTOC Agencies and Interoperable Agencies to match that with the files in the BOS including any Credit/Debits that were authorized by the Interoperable/CTOC Agency. Payments to the CTOC Agency or Interoperable Agency shall be made after the reconciliation of the invoice with the BOS.						
1.14.4.7. Reconciliation and Settlement with Third-Party Service Providers							
1511	The Contractor shall provide for reconciliation of daily activity and transactions with Third-Party Service Providers.						
1.15. Searches							
	Customers routinely contact the CSC by phone, through the IVR and through the Self-Service Website without knowing their account number, PIN or vehicle license plate numbers. The BOS is expected to provide quick, yet secure access to an account when a customer can positively identify him/herself as the account holder.						
1.15.1. Search General							

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1512	The Contractor shall provide comprehensive on-screen, drill-down capabilities from summary levels down through the most detailed transaction level, including images if available.						
1513	The Contractor shall provide the capability to initiate a search from any screen in the BOS and return to the original location after completing the search.						
1514	The Contractor shall provide the capability to select a record in the results grid and view the details and then return to the previous results grid to view additional items without having to re-enter the search criteria or re-run the search.						
1515	The Contractor shall provide the capability to select record(s) to use in actions, for example obtaining detailed record information from the search results grid.						
1516	The Contractor shall provide the capability to manipulate the field in grid results for all searches, including but not limited to:						
	· drag and drop fields and columns to shift the order they appear;						
	· sort by any fields shown on the grid;						
	· sort alphanumerically by any fields shown on the grid;						
	· sort by multiple fields (for example, sort by last name and then first name and then address so that all results with the last name "Smith" shall be sorted by first name and all the results with the name "John Smith" shall be sorted by address);						
	· add a field to the grid and · remove a field from the grid.						
1517	The Contractor shall provide advanced search capabilities where fields can be picked from a drop-down list and added to the effective criteria to be applied toward the search or report. Drop-down lists shall dynamically narrow down the available selection list as the Authorized User is typing.						
1518	The Contractor shall provide the capability to use single and multiple character "wildcards" along with other commonly used search methods in all applicable fields of the search screens. A wildcard is a character used as part of the search criteria to represent one or more unspecified characters. The BOS shall not require the use of wildcards in lieu of leaving the field blank.						
1519	Searches shall have an optimized data fetching algorithm so BOS performance is not impacted by large result sets.						
1520	The Contractor shall provide the capability to specify a date range for any date in the search.						
1521	The Contractor shall provide the capability to specify a number range for any number in the search, for example, account numbers 1055 – 2000.						
1522	The Contractor shall provide the capability to search by any field, combination of fields and field ranges.						
1523	The Contractor shall provide comprehensive multi-field search criteria on all reports and screen searches. Search criteria shall include all fields and related attributes found in the search results grid.						
	The Contractor shall provide the capability to search, by full or partial value using wildcards and view all stored information regarding transactions, images, statements, Violation Notices, account activity and Notifications for user selected criteria, including but not limited to the following fields. Some search criteria may be available only in conjunction with other search criteria (for example, paid transactions enabled only if an account number is specified):						
	· transaction ID;						
	· transaction type;						
	· location of transaction (Toll Facility, plaza, zone/lane);						
	· transaction number;						
	· transaction Date;						
	· transaction Date range;						
	· transaction Posting Date;						
	· transponder type;						
	· transponder number;						

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1524	· license plate number;						
	· license Plate Type;						
	· license plate Jurisdiction;						
	· account number;						
	· customer name (last, first, middle, suffix);						
	· customer address (street, city, state, ZIP) and type of address;						
	· Authorized User ID;						
	· statement, Violation Notice or invoice number;						
	· account Flags;						
	· address type;						
	· bad address;						
	· Violation number;						
	· transaction disposition status (for example, paid);						
	· payment type;						
	· payment receipt number;						
	· payment method;						
	· check, money order or cashier's check number;						
· Payment Token and Credit Card expiration date;							
· transaction amount and							
· comments.							
1.15.2. Transaction/Trip Search							
1525	The Contractor shall provide the capability to search for and deliver all transactions/trips which meet the search criteria regardless of in the status of the transaction/trip or the status of the account to which the transaction/trip is assigned.						
1526	The Contractor shall provide the capability to search for transactions/trips which meet the search criteria with the result delivering multiple transactions, if applicable.						
	· transaction/trip ID;						
	· transaction/trip type;						
	· location of transaction/trip (Toll Facility, Toll Zone/lane);						
	· transaction/trip number;						
	· transaction/trip Date;						
	· transaction/trip Date range;						
	· transaction/trip Posting Date;						
	· transaction/trip reason code;						
	· transponder type;						
	· transponder number;						
	· license plate number;						
	· license Plate Type;						
	· license plate Jurisdiction;						
	· account number;						
	· Authorized User ID;						
	· statement, Violation Notice or invoice number;						
· Violation number;							
· transaction disposition status (for example, paid, unknown at DMV or written-off);							
· Payment Type;							
· payment receipt number;							
· payment method and							
· transaction/trip amount.							
1.15.3. Account Search							

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1527	The Contractor shall provide the capability to search for accounts which meet the search criteria with the result delivering multiple accounts.						
1528	The Contractor shall provide the capability to search by key fields and identify potential duplicate accounts.						
1529	The Contractor shall provide the capability for Authorized Users to search and view all information related to a specific account. This shall include the complete detailed account history since account inception and capability of filtering and sorting by type of information, including but not limited to:						
	· toll transaction/trip;						
	· Financial Transaction;						
	· Notifications (includes letters and Violation Notices);						
	· Registration Holds placed and released;						
	· Collections Placements;						
	· Evidence Packages;						
	· Cases opened and closed;						
	· all payment related events, including replenishment failures;						
	· account statuses changes;						
	· complete address history;						
	· complete email address history;						
	· complete vehicle history (what plates were active on the account and when);						
	· complete change tracking (what data was changed, when and by whom);						
1530	The Contractor shall provide the capability to display the account running balance in Posting Date chronological order.						
1.15.4. Case Search							
1531	The Contractor shall provide the capability to search and view all stored information regarding Cases, including but not limited to:						
	· summary information;						
	· Toll Facility, if applicable;						
	· Case number (uniquely identifies the Case record);						
	· priority (out of a predefined range);						
	· source of Case;						
	· status;						
	· number of days since creation;						
	· number of days since last Authorized User access/action;						
	· due date and time;						
	· total time spent working on the Case;						
	· total time spent by a specific Authorized User or specific department;						
	· related accounts and/or records;						
	· description/free-form notes on the account;						
· date of action;							
· time of action;							
· Authorized User who took action;							
· time required for action and							
· action description (free-form data or notes section).							
	The Contractor shall provide the capability to search and view Case management, including but not limited to:						

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1532	· total number of open Cases;						
	· total number of open Cases, per department;						
	· total number of open Cases, per Authorized User;						
	· total number of open Cases by type;						
	· total number of overdue Cases;						
	· total number of processed Cases;						
	· total number of Cases processed per unit of time;						
	· total number of Cases processed per department;						
	· total number of Cases processed per Authorized User;						
	· response time statistics – overall;						
	· response time statistics, per department and						
· response time statistics, per Authorized User.							
1.15.5. Comment Search							
1533	The Contractor shall provide the capability to identify and retrieve comment records into a search results grid, including but not limited to:						
	· individually by category;						
	· summarized by category;						
	· individually by time period and						
· summarized by time period.							
1.15.6. Transponder Search							
1534	The Contractor shall provide the capability when searching by transponder number to display all accounts the transponder has ever been associated with including account number, account type, the date and time the transponder was added to and removed from the account and the current status of the transponder on each account. For example, this search might yield two accounts with the transponder identified as being Active on one account and lost on the other.						
1535	The Contractor shall provide the capability when searching by transponder number to display all Notifications issued related to that particular transponder. For example, this search might yield an "Excessive I-Toll" Notification and a "transponder recall Notification" for a particular transponder.						
1536	The Contractor shall provide the capability when searching by transponder number to display all statuses the transponder has been in along with the date and time the transponder entered that status.						
1537	The Contractor shall provide the capability when searching by transponder number to display all inventory locations which the transponder has been in along with the date and time the transponder was placed in each location.						
1.15.7. License Plate Search							
1538	The Contractor shall provide the capability when searching by license plate and Jurisdiction to display all accounts the license plate has ever been associated with and all Notifications issued related to that license plate. For example, this search might yield two accounts and five Violation Notices for a particular license plate.						
1539	The Contractor shall provide the capability when searching by license plate and Jurisdiction combination to display all transactions that license plate and Jurisdiction combination has ever been associated with regardless of the transaction status. For example, this search might yield two transactions in Paid status, one in Collections, three Posted to an account as I-Tolls and one awaiting inclusion on a Violation Notice for a particular license plate and Jurisdiction combination.						
1.15.8. Notification Search							
	The Contractor shall provide the capability to search by and view all stored information regarding Notifications, including but not limited to:						
	· first name;						
	· last name;						
	· mailing address;						

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1540	Notification Type, for example, statement, Credit Card expiration, Violation Notice or account establishment Notification;						
	distribution channel;						
	creation date;						
	quality review date;						
	print date;						
	mail date;						
	date that action on the Notification is due;						
	date(s) of any change in Notification piece status;						
	name of the Authorized User(s) who performed the quality review and Approved the Notification for mailing;						
	return mail (if applicable);						
account number;							
transponder number;							
license plate number and Jurisdiction;							
dollar range associated with the Notification and							
dollar amount associated with the Notification.							
1541	The Contractor shall provide the capability for Authorized Users to scan the barcode, scan line or Quick Response Code on BOS-issued returned Notifications and automatically be taken to the appropriate processing screen, including but not limited to:						
	the account that the Notification belongs to;						
	the appropriate Violation Notice processing screen and						
	the Case the Notification belongs to.						
1542	The Contractor shall provide the capability for Authorized Users to scan and process BOS-issued returned Notifications in bulk where possible (for example, provide the capability to scan multiple pieces of return mail where no forwarding address was provided into the BOS for processing without the need to access each account one-by-one).						
1543	The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the Notification search screen.						
1544	The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the account.						
1545	The Contractor shall provide the capability to allow Authorized Users to email a PDF version of the Notification piece directly from the account.						
1546	The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the Notification search screen.						
1547	The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the account.						
1.16. Reporting Requirements							
	Because reporting is integral to the BOS, reporting functionality must be streamlined, quick, intuitive and user-friendly.						
	The BOS is expected to deliver accurate reports in a usable format. The format of reports is different across various user groups that use the reports for different purposes. For example, the finance departments may desire some reports in an Excel format so the data can be manipulated and analyzed. Other reports may be more desirable in a PDF format to better guarantee the integrity of the report data for audit purposes. The BOS is expected to deliver all reports in a variety of selectable formats.						

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	It also is expected that reports are flexible enough to allow users to make changes to reports "on the fly". For example, a report may include all the data elements required by a user for analyzing past due receivables with the exception of a single data field. The Authorized User must have the ability to add that data field to the report without the need for custom report generation or programming by the Contractor.						
	Some reports are best displayed as of a point in time (for example, receivable balances) while other reports are best displayed for activity over a range of time (for example, cash collected for a specific period of time). Users often have a need to generate reports that include historical balances as of the end of a particular Revenue Day. It is expected that the BOS track, calculate and maintain such Revenue Day-end balances such that retrieval of historical information is easily accomplished. Users also often have the need to generate reports that include information regarding historical transaction activity over a range of time both in summary and in detail. It is expected that the BOS provide the functionality to quickly and accurately deliver such reports to the user in a usable format.						
	Standardized reporting shall be achieved via canned and ad-hoc reporting interfaces using both the production database for real-time reporting and reports server/database for more complex, non-real-time and/or data intensive reports.						
	Reporting is a critical element of any business organization and is required by the Authority to:						
	· provide for transaction and revenue reconciliation and investigate discrepancies;						
	· monitor BOS and operational performance;						
	· monitor human performance and business process efficiency;						
	· ensure compliance to Performance Measures;						
	· reconcile toll transactions/trips to individual Toll Facilities;						
	· reconcile third-party financial and transactional interactions;						
	· assess the impact of policies and Business Rules;						
	· identify ways to improve the quality of service provided to customers;						
	· comply with reciprocity reporting Requirements and						
	· evaluate the success of the toll collections.						
	· Reports are broken into four broad categories:						
	· Informational Reports – provide information about transactions moving through the revenue cycle.						
	· Financial Management Reports – provide information which enables the Authority to record in its general ledger system the financial activity related to the CSC. These reports also enable the Authority to perform analyses on transactions submitted to the BOS for processing, including but not limited to analyzing billing, collection trends and Account Plan utilization.						
	· Operations Reports – provide the data necessary for the Contractor and the Authority evaluate the Contractor's performance against the Performance Measures and provide the reporting necessary to prepare and support the Contractor's monthly bill to the Authority. These operational reports also provide the Authority with the data necessary to monitor operational activities and the operations staff.						
	· Interface Reconciliation Reports – provide the reports necessary to reconcile all Interfaces and also to demonstrate successful completion of the reconciliations by the Contractor.						
	1.16.1. General Reporting Requirements						
1548	The Contractor shall provide a BOS data fetching algorithm that is optimized for performance including bringing data into BOS screens and reports.						
1549	The Contractor shall provide BOS reports optimized for performance. Data shall be organized and summarized in a manner to allow for report generation within no more than five seconds of a report generation request for daily summary reports and no more than twenty seconds of a report generation request for monthly summary and annual summary reports. Reports batched or pre-generated shall be presented to the user within two seconds.						

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1550	After the deployment and implementation of the BOS, if there is a need to create additional reports and modify implemented reports, the Contractor shall support such additions and/or modifications.						
1551	The Contractor shall provide ad-hoc reporting tool capabilities to Authorized Users to allow the creation and execution of custom reports from the reports server/database, including but not limited to:						
	· drag-and-drop field functionality;						
	· drill down functionality;						
	· filtering;						
	· parameter prompting;						
	· formula support;						
	· grouping;						
1552	The ad-hoc reporting tool shall be COTS Software and be the latest version at the time of Acceptance Testing and field-proven to operate in a transaction intensive environment.						
	The Contractor shall provide reporting output in various formats (both compressed and uncompressed), including but not limited to:						
	· Portable Document Format (PDF);						
	· plain text format (TXT);						
	· rich text format (RTF);						
	· Microsoft Excel 2016 (or higher if Approved by the Authority);						
	· delimiter-separated values;						
1553	· HTML and						
	· extensible markup language (XML).						
	The Contractor shall provide the capability for Authorized Users to retrieve full table exports from the reports server/database.						
	The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports using various delivery methods, including but not be limited to:						
	· email addresses;						
	· direct to printer;						
	· uniform naming convention (UNC) paths;						
1555	· shared drives and						
	· SFTP sites.						
	The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports for a variety of time periods, including but not limited to:						
	· as of a specific time each day;						
	· as of a specific day and time each week;						
	· as of a specific day and time each month;						
	· as of a specific date and time each month;						
1556	· for a Revenue Day;						
	· for a Business Day;						
	· for a Calendar Day and						
	· for a specific period of time spanning more than one day (for example 2:00:00am to 1:59:59am the following day).						
	The Contractor shall provide a dashboard application, including but not limited to:						
	· fully Configurable, role-driven, browser-based solution that allows users to customize their own dashboards;						
	· real-time display of data and processes and						
1557	· drill-down capabilities from high level graphical display to the lowest level of supporting data.						

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1558	The Contractor shall provide a comprehensive data dictionary that defines the structure of BOS databases in the production environment and the reports server/database. The data dictionary shall include but not be limited to: · what data is stored; · name, description and characteristics of each data element; · types of relationships between data elements and · access rights.						
1559	The Contractor shall provide a consistent user interface for all reports.						
1560	The Contractor shall provide for summary and detailed reports for all account activity on all user accounts, including but not limited to: · as of the current moment in time; · as of an historical moment in time; · for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and · for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).						
1561	The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all user accounts.						
1562	The Contractor shall provide for summary and detailed reports for all account activity on all Financial Accounts, including but not limited to: · as of the current moment in time; · as of an historical moment in time; · for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and · for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).						
1563	The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all Financial Accounts.						
1564	The reports shall meet the general objectives, including but not limited to: · data elements shall be consistent through all the reports of a similar nature; · numbers and amounts shall reconcile with other reports that report on the same activity; · numbers and amounts shall reconcile with other reports that report on the same time period; · report generation shall allow for flexible selection and sort criteria that allows Authorized Users to obtain related information through a single report; · all report criteria shall be available for selection using Boolean logic strings and · all reports shall allow for the input of any identified criteria to be selected by range (for example, date from and to, account number from and to, Transaction Dates from and to, etc.) and by multi-list selection.						
1565	Reports shall display header information which shall indicate parameters selected in the report generation (for example, time periods selected, as-of date selected, account number selected and/or license plate number and Jurisdiction selected).						
1566	The Contractor shall provide the capability for the automatic generation and delivery of reports based on Configurable conditions, including but not limited to: · report selection criteria (for example, date range); · date and time for report generation (for example, daily at 7:00 a.m.); · report delivery method (for example, by email); · report format (for example, PDF) and · report generation frequency (for example, weekly).						
1567	The Contractor shall provide the capability for reports generated automatically to have BOS -generated unique, intuitive naming and report numbering reflecting the name, number and date of the report.						

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1568	The Contractor shall provide the capability for the user to manipulate the report data easily to perform comparative analysis and statistical calculations.						
1569	The Contractor shall provide the capability to deliver scheduled reports to the Configured destination.						
1570	The Contractor shall provide the capability for the user to specify the format of the report. For example, PDF, Excel and comma separated.						
1571	The Contractor shall provide the capability to manually select reports for generation in real time.						
1572	The Contractor shall provide a Web-based ad-hoc reporting solution that allows Authorized Users to design and generate professional and accurate multi-format reports. Ad-hoc report templates created by Authorized Users shall be made available to all Authorized Users, in addition to the reports menu.						
1573	All reports shall display last activity date, transaction Posting status and other relevant data dependencies on the specific report related to that activity that indicate completion of activity and items, including but not limited to:						
	· all transactions/trips have been obtained from the ETTM System;						
	· all images have been obtained from the ETTM System;						
	· the transactions/trips that have been transmitted to Interoperable Agencies and reconciliation files that have been received and acknowledged;						
	· all correction files that have been reconciled and acknowledged;						
1574	· all shifts that have been closed;						
	· all third-party reconciliation and payment data that has been imported or has been entered into the BOS and that all activities have been completed and are ready to be reconciled.						
1574	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or account and account details.						
1575	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or Violation Notice and details.						
1576	The Contractor shall provide the user interface to choose the following selection criteria, including but not limited to:						
	· Interoperable Agencies;						
	· Toll Facility;						
	· plaza;						
	· lane;						
	· direction of travel;						
	· identification type (transponder or license plate);						
	· Account Plan type;						
	· Payment Type;						
	· customer service location;						
	· BOS user;						
1577	· customer service staff;						
	· BOS processes;						
	· third-party interfaces and						
	· Third-Party Service Providers.						
	The Contractor shall provide the user interface enabling the following selection criteria to generate the same report, including but not limited to:						
· by day;							
· day(s) within a specified range;							
· date range;							
· weekly;							
· monthly;							

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	<ul style="list-style-type: none"> yearly; comparative based on selection and year-to-date. 						
1578	<p>The Contractor shall provide for the generation of a single report by various date types, including but not limited to:</p> <ul style="list-style-type: none"> Transaction Date; various transmit dates; transfer date; Posting Date; Violation Notice date; due date; payment date; Hearing date; process date; Posted date; business date; review date; statement date; mail date; print date; acknowledgement date and reconciled date. 						
1579	<p>The Contractor shall provide the capability to:</p> <ul style="list-style-type: none"> include sub-totals, totals and grand totals as selected by the user; sort the data elements in the report within each grouping of data and present data in graphs and chart types based on presentation form selected by the user from a variety of graphic styles. 						
1.16.2. Informational Reports							
1.16.2.1. Transaction Processing Reports							
	<p>The Contractor is expected to provide Transaction Processing Reports which reflect the status or workflow stage for transactions/trips submitted by the Toll Facilities to the BOS over a period of time. For example, a report shall exist that details the number of transactions/trips submitted by a Toll Facility in January and shall detail the status or workflow stage of those transactions/trips as of June 30, the current date.</p>						
1580	<p>The Contractor shall provide transaction reconciliation reports that reconcile to operations and financial reports and display Image-Based Transaction/Trip and Transponder-Based Transaction/Trip statistics, including but not limited to:</p> <ul style="list-style-type: none"> tracking the different stages of the transactions/trips; showing the status or workflow stage; Violation Notice number; date issued; amount owed; amount Posted to an account; amount paid; amount I-Tolled; amount adjusted, past due amount and amount due on all Violation Notices issued; total payments received by status or workflow stage; total I-Tolls by status or workflow stage; total Account Plan transactions/trips by individual Account Plan; transactions/trips aged to Collections by the Toll Facility; amount collected, recalled, dismissed; license plates placed on hold, released, amounts on hold per plate; Violations issued, paid, dismissed, transmitted to court; Violations scheduled for adjudication, disposition, payments; Transaction trends; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	<ul style="list-style-type: none"> Transaction receivables detailing all outstanding accounts receivable for all accounts with unpaid transactions/trips by account number and total balance due as of the selected date; Transaction collections trends; Transaction I-Toll trends; Account Plan trends; Transaction dismissals and disputes; Transaction by Jurisdiction and Transaction aging. 						
1581	<p>The Contractor shall provide transaction/trips reports that reconcile the transactions/trips to ETTM System reports as they move through various processing stages, including but not limited to:</p> <ul style="list-style-type: none"> transactions/trips in various queues and filters; Violation Notice timeouts; potential transactions/trips; rental car license plates; ROV Lookup "no matches"; disputes; dismissals; payments; transaction status or workflow stages; I-Tolls and other transaction statuses. 						
1582	<p>The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notices, including but not limited to counts and amounts for:</p> <ul style="list-style-type: none"> Violation Notices generated; payments; dismissals; status or workflow stage and re-issued. 						
1583	<p>The Contractor shall provide transaction activity reports that track activity on transactions/trips for each status or workflow stage, including but not limited to:</p> <ul style="list-style-type: none"> number of invoices and Violation Notices issued; tolls, fees and penalties assessed; amounts dismissed; amounts voided; amount collected; amount collected in I-Tolls and unbilled tolls collected, if prepayment is allowed. 						
1584	The Contractor shall provide reports that list the account number and overpayment amount on all transaction accounts that are overpaid as of a date.						
1585	The Contractor shall design and implement reports that duplicate the format and content of the current reports in Attachment C: Sample Reports.						
1586	The Contractor shall provide monthly and quarterly status reports that mimic the format provided in Attachment C: Sample Reports and includes additional information requested by the Authority during the Implementation Phase.						
1.16.2.2.	Customer and Account Management Reports						

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	Account management reports detail the overall status of accounts. The Contractor shall provide reports that detail account openings and closures, transitions from one account type to another (for example, an Unregistered account becoming a Registered account). Reports also shall be provided that give the Authority information about accounts that fall below the Insufficient Balance Threshold. These reports shall provide an indication of the overall success of the current Business Rules and may provide some insight into where potential changes could be made to enhance the customer experience or operational performance of the BOS.						
1587	The Contractor shall provide a comprehensive report that displays current account statistics for transaction totals and charges by the following criteria, including but not limited to: <ul style="list-style-type: none"> · transaction totals and charges by Toll Facility; · transaction totals and charges by account types; · transaction totals and charges by Account Plan; · transaction totals and charges by status or workflow stage; · transaction totals and charges by payment option; · transaction totals and charges by account identification method and · transaction totals and charges by account statuses. 						
1588	The Contractor shall provide a comprehensive report that displays all account creation and account closing information for a selected period by contact method (for example, detailing accounts open and closed via the Self-Service Website, by phone, by walk-in and by mail).						
1589	The Contractor shall provide reports that detail all prepaid tolls and outstanding balances due for every account. This report should allow Authorized Users to specify only certain accounts based on criteria which includes, but is not limited to: <ul style="list-style-type: none"> · account status; · account type; · account number and · dollar amount. 						
1590	The Contractor shall provide a comprehensive report that displays all accounts and/or transponders that have Account Plans.						
1591	The Contractor shall provide reports that display all balances, activity and statistics on accounts by account type, including but not limited to: <ul style="list-style-type: none"> · accounts created; · transponders fulfilled; · accounts closed; · Account Plan utilization; · invoices and Violation Notices on account; · past due by status or workflow stage; · Violation Notices on hold; · Write-Offs; · accounts with debt in Collections; · accounts with Registration Holds placed; · accounts with active Violation(s); · payments and refunds processed and requested and · toll transaction disputes processed and in progress. 						
	The Contractor shall provide a single report that provides the complete detailed account history for a single account. This report shall include a chronological listing of all activities for each activity type for a specified range of time between account inception and the current date, including but not limited to: <ul style="list-style-type: none"> · toll transactions/trips – transaction time (entry and exit), location, Posting date/time, Tolling Location, expected toll, Posted toll and discounts (for example, Account Plans); 						

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1592	Financial Transactions – payment date, payment item, Payment Type, payment method, payment number (for example, check number), payment detail (for example, breakdown of tolls and fees paid) receipt number, amount due, paid amount;						
	reversal activity on Posted transactions (toll, non-toll, penalties, fees, financial) – reversal date, original transaction, reason;						
	Notifications – date, type, communications channel, Notification number, if applicable (invoice number, Violation Notice number), amount due in each status or workflow stage, due date;						
	account comments;						
	account statuses – date of change, from status, to status, user ID and trigger;						
	Account Plan(s) and activity;						
	Cases – date Case was established, Case status, Case disposition;						
	transponder activities and statuses - date of change, from status, to status, user ID, trigger;						
	dispute activity – date, transaction; invoice/Violation Notice/statement number, amount owed, reason, results; dismissal code, dismissed amount;						
	Violation activity – date, amount, payment, dismissal, aged to court or Collections;						
	court activity (obtained from the Collection Agency) – date, transaction, amount owed, disposition;						
	collection activity – date, Toll Facilities, Notification, amount placed, amount paid, dated recalled/canceled;						
Registration Hold and release activity – date, license plate number, Notification, amount owed, results of motor vehicle department, date of hold/release and							
account Maintenance activities.							
1593	The Contractor shall provide reports that list all customers’ financial activity on the account, including but not limited to:						
	account number;						
	name and address records;						
	all notes and/or Cases related to the account or transactions;						
	beginning balance;						
	credits and debits by transaction type;						
	refunds;						
	reversals;						
	payments;						
	dismissals;						
1594	adjustments and						
	ending balance.						
1594	The Contractor shall provide reports that list all customers’ financial activity on the account and reconcile to the Financial Accounts.						
1595	The Contractor shall provide reports listing accounts that have no transaction or payment activity since a specified date (Configurable) or for a period of time (Configurable), including their history and current status.						
	The Contractor shall provide reports that identify the processed transactions, reconcile to operations reports and summarize the operations activity. Such reports shall summarize the operational activities performed in different customer service departments and areas, including but not limited to:						
	totals for number of accounts opened and closed by type;						
	number of transponders assigned by type of transponder;						
	account replenishment;						
	invoices generated;						
	Violation Notices generated;						
Violations filed with the court;							

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1596	· Account Plan-related transactions;						
	· Cases opened;						
	· Cases closed;						
	· Cases escalated;						
	· license plates and transponder transactions/trips in the Processing Exception List;						
	· Notices on hold;						
	· disputes processing status;						
	· Evidence Packages created;						
	· placed in collection;						
	· eligible for Registration Hold;						
	· successful Registration Hold;						
	· eligible for Registration Hold release;						
	· successful Registration Hold release;						
	· account status;						
· any adjustments made;							
· customer I-Toll Transactions/Trips Posted and · other CSR activity.							
1597	The Contractor shall provide reports that display all customer and non-customer feedback by account type, contact method and users, including but not limited to:						
	· Cases by category;						
	· suggestions by category;						
	· Cases by time period and · suggestions by time period.						
1598	The Contractor shall provide reports that list accounts that require attention, including but not limited to:						
	· accounts that have Flags on the account indicating an issue (Configurable by Flag);						
	· replenishment failure;						
	· Credit Card expiration;						
	· Excessive I-Tolls;						
	· disputed Violation Notices;						
	· debt at Collections;						
	· Registration Hold;						
	· overpayment;						
	· refund requests;						
	· open Case(s);						
	· Violation Notices on hold;						
	· bankruptcy;						
	· negative balance;						
· inactivity;							
· Notifications that require review and · accounts that require follow up action by CSR or customer.							
1599	The Contractor shall provide reports that list the status of transactions/trips (count and revenue) processed by the BOS, identifying the exact position in all open workflow points for unpaid transactions, both home (the Authority) and Interoperable, that Posted to the accounts, those that were rejected due to various reasons and those that are in any other terminal statuses. The reports shall reconcile to the financial reports and Interoperable reports.						
The Contractor shall provide reports that account for all shift activity with detailed and summarized financial information, including but not limited to:							
	· all payment transactions processed for each payment item; · all payment transactions processed by payment method;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1600	· all payment transactions processed by Payment Type;						
	· all payment transactions processed by payment channel;						
	· all Financial Transactions dismissed;						
	· all voided Financial Transactions;						
	· all Financial Transactions reversed;						
	· all Financial Transactions adjusted;						
	· all Financial Transactions unapplied and re-applied;						
	· all Financial Transactions waived and						
· all Financial Transactions waived by user.							
1601	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to individual CSR activity reports.						
1602	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to financial reconciliation reports.						
1603	The Contractor shall provide reports that summarize the operational activities performed in different customer service departments and areas, including but not limited to:						
	· WIC(s);						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· IVR;						
	· contact center;						
	· mailroom;						
	· Case management department;						
· Third-Party Service Providers and							
· Collection Agency.							
1604	The Contractor shall provide reports that summarize the payment processing activities performed in different customer service departments and areas, including but not limited to:						
	· the separate WICs;						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· IVR;						
	· contact center;						
	· automated BOS replenishments;						
	· Lockbox (optional);						
	· electronic deposit;						
	· mailroom;						
	· Case management department;						
· Third-Party Service Providers;							
· Collection Agency and							
· courts.							
1.16.2.3. Payment Processing Reports							
1605	The Contractor shall provide reports that track the Credit Card, ACH, check, cash and money order payments that are processed, including but not limited to:						
	· number and dollar value of payments;						
	· refunds;						
	· reversals;						
	· adjustments;						
	· voids;						
	· payment date;						
	· activity date;						
· settlements;							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offorer S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1605	<ul style="list-style-type: none"> · payment item; · payment source; · Payment Type, for example check, ACH, money order, cash; · payment method; · Credit Card type; · card details; · processed amounts; · Violation Notice number paid; · account debited and · account credited. 						
1606	The Contractor shall provide the capability to produce payment reports by payment source (for example, CSR, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR and Collection Agency) and by Payment Type (for example, Credit Card, ACH, check, cash and money order).						
1607	<p>The Contractor shall provide reports that balance and reconcile the Credit Card processed by the BOS to the Credit Card Posting status provided by the Merchant Service Provider and allows operations to investigate discrepancies, including but not limited to:</p> <ul style="list-style-type: none"> · failed Credit Card transactions; · account number; · date and time; · successful Credit Card transactions that did not Post to an account; · Credit Cards that were processed by the BOS but not the Credit Card processor; · duplicate Credit Card processing; · duplicate Credit Card Posting; · total amount successfully processed; · total amount Posted to accounts; · total amounts identified as processed by the Credit Card processor; · variances and · chargebacks. 						
1608	<p>The Contractor shall provide reports that balance and reconcile the ACH transactions processed by the BOS to the ACH Posting status provided by the Merchant Service Provider/ACH processor and allows operations to investigate discrepancies, including but not limited to:</p> <ul style="list-style-type: none"> · failed ACH transactions; · account number; · date and time; · successful ACH transactions that did not Post to an account; · ACH transactions that were processed by the BOS but not the ACH processor; · duplicate ACH processing; · duplicate ACH Posting; · total amount successfully processed; · total amount Posted to accounts; · total amounts identified as processed by the ACH processor; · Variances, and · returns/rejects. 						
1609	The Contractor shall provide reports that detail returned checks processed during any timeframe, broken down by type of original payment (toll, fee and penalty).						
1.16.2.4.	Inventory Management Reports						
	Inventory management reports shall assist the Authority and the Contractor in review and management of inventory items.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1610	The Contractor shall provide transponder inventory reports that 1) track the transponder inventory by type of transponder and distributor; 2) ensure there are sufficient transponders in stock; 3) show the status of all transponders at all stages of transponder purchase, Fulfillment and recovery/disposition cycle, including but not limited to: · transponders issued to customers; · transponders by status; · transponders in warranty; · transponders in the return material authorization process; · transponders on order but not shipped; · transponders sold and · other operational statuses.						
1611	The Contractor shall provide transponder status reports that track the issuance of inventory items, including but not limited to: · sold by item type; · by type of distribution method, for example, by mail, in WIC #1 and WIC #2; · number and frequency of inventory items distributed; · the inventory status; · the status of damaged transponders and · the status of failed transponders.						
1612	The Contractor shall provide inventory reports that show beginning balance and end of month balance by inventory location.						
1.16.2.5. ROV Lookup Reports							
	This series of reports provides information about the outcomes of the Authority's ROV Lookup requests.						
1613	The Contractor shall provide DMV Lookup reports that track the ROV Lookup requests and the responses from the various DMVs/ROV Lookup Service Provider(s).						
1614	The Contractor shall provide DMV Lookup reconciliation reports that track the quantity of ROV Lookup requests by different attributes, including but not limited to: · Jurisdiction; · response (unknown at DMV, ROV provided); · ROV Lookup Service Provider; · Address status (forwarded to updated address, no forwarding address, good); · by date requested; · by date response was received and · address database used (temporary license plates, trucking, manual lookup).						
1615	The Contractor shall provide ROV Lookup reports that reconcile the number of ROV Lookup requests to the invoices from the ROV Lookup Service Providers.						
1616	The Contractor shall provide ROV Lookup reconciliation reports shall reconcile to appropriate financial and operations reports.						
1.16.2.6. Notifications Reports							
1617	The Contractor shall provide Notification reconciliation reports that track the different stages in the Notification process, including but not limited to: qualification, creation, quality review, printing, and mailing.						
	The Contractor shall provide Notification reconciliation reports that track the quantity of Notification pieces by different attributes, including but not limited to: · qualified; · created; · quality reviewed; · printed; · distributed by Notification vendor;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1618	<ul style="list-style-type: none"> Notification distribution channel; by date qualified; by date created; by date quality review was performed; by date the Notification was printed; by date distributed; Jurisdiction in which the license plate is registered; Jurisdiction which the Notification was mailed to; by batch (for example, quantity of Notification pieces processed in a certain batch of items); by Notification item and by Notification status (for example, bad address or paid). 						
1619	The Contractor shall provide Notification reconciliation reports that reconcile the Notification pieces as they move through various stages of the Notification process (for example if a piece of Notification qualified two weeks ago, where is that piece now?).						
1620	The Contractor shall provide Notification tracking reports that show trends by Notification type and channel.						
1621	The Contractor shall provide Notification reconciliation reports shall reconcile to appropriate financial and operations reports.						
1.16.2.7. Collections Reports							
	The Collection Agencies will transmit payment information to the BOS via the Collections Interface. For example, when the Collection Agency #1 accepts a payment over the phone from a customer with transactions/trips in Collections, the Collection Agency will transmit that payment information which shall be Posted into the BOS.						
	The BOS shall have the capability to determine the source of the payment (for example, to determine if the payment was accepted from a BOS CSR or from Collection Agency #2) and record that source for tracking and reporting purposes.						
1622	<p>Provide reports that track the status of the collections efforts by individual Collection Agency and by Toll Facility, including but not limited to:</p> <ul style="list-style-type: none"> accounts, Notices and transactions/trips in Collections; toll, fee and penalty amounts placed in Collections; toll, fee and penalty collections to date; source of toll, fee and penalty payment, for example Collection Agency staff, BOS staff, Lockbox Service Provider (optional), Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR; outstanding toll, fee and penalty amounts; adjustments and corrections; any collection disputes, holds or resolution on the account; open Cases associated with Collections; amount received by the Collection Agency for each transaction in Collections and how long the account has been in Collections. 						
1623	Provide Collections reports that list all Collections activity and reconcile to financial and Operations Reports including but not limited to by individual Collection Agency and by Toll Facility.						
1624	Provide reports that track the Collections cost and show Collections trends and success rates by individual Collection Agency and by Toll Facility for Violation debt.						
1625	Provide reports that track the Collections cost and show Collections trends and success rates by individual Collection Agency and by Toll Facility for negative account balance debt.						
1.16.2.8. Registration Hold Reports							
	The Contractor shall provide Registration Hold reports, including but not limited to:						
	<ul style="list-style-type: none"> current number and dollar value of transactions/trips associated with Registration Hold requests; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1626	· date of hold;						
	· number of hold requests;						
	· average number of days delinquent for Registration Hold;						
	· current number and dollar value of accepted and denied Registration Hold;						
	· current number and dollar value of Registration Hold terminated through quality review process;						
	· current number and dollar value of payment on Registration Hold;						
	· current number and dollar value of aging of transactions/trips in Registration Hold queue;						
	· Registration Hold Notification and						
· current number and dollar value of Registration Hold in various Registration Hold statuses.							
1627	The Contractor shall provide Registration Hold reports that list accounts and license plates where Registration Hold needs to be initiated, including but not limited to:						
	· account number;						
	· license plate number and Jurisdiction;						
	· the date the license plate became eligible for Registration Hold;						
	· the status of the Registration Hold;						
	· the days in Registration Hold status and						
· all transaction details demonstrating the validity of the Registration Hold.							
1628	The Contractor shall provide the capability to reconcile Registration Holds. For example, reconcile data which compares the BOS' records of current Registration Holds to the DMV's records.						
1.16.2.9. Registration Hold Release Reports							
1629	The Contractor shall provide Registration Hold release reports that list accounts and license plates where the Registration Hold needs to be released, including but not limited to:						
	· account number;						
	· license plate number and Jurisdiction;						
	· the date the license plate became eligible for registration release;						
	· the status of the registration release;						
	· number and dollar value of registration release requests;						
	· the days in registration release status and						
· all transaction details demonstrating the validity of the registration release.							
1.16.2.10. Violations Reports							
1630	The Contractor shall provide Violations reports and Toll Facility, broken down by tolls, fees and penalties, including but not limited to:						
	· number and dollar value of Violations;						
	· average number of days delinquent for Violations;						
	· number and dollar value of Violations terminated through quality review process (for example, Violations determined to be ineligible for further escalation after review at any status or workflow stage);						
	· number and dollar value of payment on Violations;						
	· number and dollar value of aging of transactions/trips in Violations queue;						
	· Violation Notices and						
· number and dollar value of Violations in various Violation statuses.							
1631	The Contractor shall provide Violation reports that list accounts and license plate and Jurisdiction where the Violation needs to be initiated, by Toll Facility, including but not limited to:						
	· account number;						
	· license plate number and Jurisdiction;						
	· the date the license plate became eligible for Violation;						
	· the status of the Violations;						
	· the days in Violation status and						
· all transaction details demonstrating the validity of the Violation.							

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1632	The Contractor shall provide Violation reports that show payment trends and success rates for Violations by Toll Facility.						
1633	The Contract shall provide a Violation report that shows the aging of all violations with the transaction count and associated value and the current collection stage.						
1634	The Contractor shall provide a Violation report that shows the escalation stage in which violations are resolved (paid, reduced or dismissed) with the transaction count, amount paid, amount dismissed, amount reduced and amount remaining.						
1.16.2.11. Case Management Reports							
1635	The Contractor shall provide reports that list Case summary information (or details if selected), including but not limited to:						
	· number of Cases by type;						
	· number of Cases by Toll Facility;						
	· Case established by, such as established by BOS, customer, or CSR;						
	· Cases opened;						
	· Cases closed;						
	· Cases escalated;						
	· number of Cases that failed to meet the Authority's Performance Measures;						
	· average Case handling time by priority;						
	· longest Case handling time by priority and						
· number of affected accounts.							
1636	The Contractor shall provide reports that list the detailed Case information, including but not limited to:						
	· Case ID (i.e., uniquely identifies the Case record);						
	· Case type;						
	· account number, if applicable;						
	· severity level or priority;						
	· source of Case status;						
	· created date;						
	· resolved date;						
	· number of days since creation;						
	· number of days since last agent touch;						
	· due date and time;						
	· total time spent working on the Case;						
	· total time spent by a specific user;						
	· total time spent by a specific department;						
	· action taken at each hand-off;						
· Case history;							
· related accounts and							
· Case description/free-form notes on the account.							
1637	The Contractor shall provide dispute (Case Type = Dispute) reconciliation reports, including but not limited to:						
	· Transponder-Based Transaction/Trip disputes;						
	· Image-Based Transaction/Trip (I-Tolls and Violations) disputes;						
	· payment for accepted and partially accepted disputes;						
	· dismissed Transponder-Based Transactions/Trips;						
	· dismissed Image-Based Transactions/Trips;						
	· reassigned Transponder-Based Transactions/Trips and reassigned Image-Based Transactions/Trips.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1638	The Contractor shall provide dispute reconciliation reports by Toll Facility that shall reconcile the Image-Based Transactions/Trips as the Image-Based Transactions/Trips move through various stages of the dispute process, including but not limited to: <ul style="list-style-type: none"> · accepted disputes; · accepted, partially accepted and denied disputes; · dismissals and · reassignments. 						
1639	The Contractor shall provide dispute reconciliation reports by Toll Facility shall be provided, including but not limited to: <ul style="list-style-type: none"> · dispute reasons; · dismissal reasons by type of dispute; · status of the toll when disputed; · disputes created by user; · resolution time; · number of open disputes; · number of closed disputes; · dispute Notifications received and · dispute Notifications sent. 						
1640	The Contractor shall provide dispute reconciliation reports by Toll Facility shall include all Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR transactions.						
1.16.3. Financial Management Reports							
	The BOS shall be capable of generating financial journals, trial balances, financial ledgers and transaction reports.						
1641	The Contractor shall provide for the selectable separation of reports by Interoperable Agencies, Third-Party Service Providers and/or Toll Facility, including but not limited to: <ul style="list-style-type: none"> · WIC(s); · Self-Service Website; · Self-Service Mobile Application (Phase II and optional); · IVR; · courts; · contact center; · mailroom; · Lockbox (optional); · transponder and · Collection Agency. 						
1642	The Contractor shall provide financial journal and ledger reports that list all accounts receivables by revenue type, by Toll Facility and in summary, including but not limited to: <ul style="list-style-type: none"> · Transponder-Based Transaction/Trip; · Transponder-Based Transaction/Trip by account type; · Image-Based Transaction/Trip; · Notice by transaction status or workflow stage; · adjustments; · reversals; · refunds and their dispositions and · fees. 						
1643	The Contractor shall provide transaction and revenue reconciliation reports that track a transaction throughout the revenue cycle (from its entry into the BOS until its closure) and help identify the final resolution of each transaction, including but not limited to: <ul style="list-style-type: none"> · the expected number and revenue for all transactions/trips; · Posting status; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	<ul style="list-style-type: none"> pending status (including workflow location(s)); termination reasons; collected/actual revenue; percentage collected and variances. 						
1644	The Contractor shall provide an annual report that provides the analysis of Credit Card and ACH fees between TCA and the Authority's for the purpose of netting these fees out the interagency toll revenue payments.						
1645	The Contractor shall provide the capability to generate all reports by Toll Facility.						
1.16.3.1. Trial Balance and Financial Account Reports							
	The Authority will utilize reports (journal entry file exports) from the BOS to import into the Authority's financial accounting systems for the purpose of recording financial active related to the BOS. While there is no automated interface, the Authority intends to use these journal entry file exports to record financial activities into their respective general ledgers on a daily or weekly basis.						
	OCTA uses the Finance Enterprise, formally known as ONESolution, financial accounting system, which requires its own file format for import into its general ledger. Furthermore, the Authority has Business Rules and revenue recognition policies which the Contractor shall consider when developing the financial processes in the system; these details shall be identified during the Implementation Phase.						
1646	The Contractor shall provide file export report of all BOS Financial Account activity to be used to record revenues in the Authority's financial systems.						
1647	The Contractor shall provide the capability for the Authority to receive information in sufficient detail to record revenues at different steps in the revenue cycle. (For example, before a Violation Notice is mailed, a transaction is in the "billable" stage and in a "billable" Financial Account and when that transaction is included on a Violation Notice, it is in the "billed" stage and in a "billed" Financial Account), including but not limited to: <ul style="list-style-type: none"> when transaction/trip is submitted to the BOS; when billable (deemed billable but not yet billed); when billed; when paid (payment received from customer) and when payment remitted to the Authority. 						
1648	The Contractor shall structure the Financial Accounts so revenues of one entity are not comingled with the revenues of another entity. For example, Image-Based Transaction/Trip toll revenue for one entity shall be separated in the Financial Account from Image-Based Transaction/Trip toll revenue of another entity, from Transponder-Based Transaction/Trip toll revenue and from fee revenue. Entities include the Authority and also include but are not limited to individual CTCOC Agencies and the Collection Agency.						
1649	The Contractor shall structure the Financial Accounts in such a way that all revenues and expenses from one Toll Facility are easily discernible from the revenues and expenses of other Toll Facilities.						
1650	The Contractor shall provide trial balance reports that reconcile all Financial Accounts and confirm the credit and debit balance and show general ledger codes grouped and summarized by asset and liability.						
1651	The Contractor shall provide Financial Account reports that reconcile to other transaction and financial reports.						
1652	The Contractor shall provide reports summarizing like Financial Accounts (for example, all toll revenue Financial Accounts for a particular Toll Facility), including but not limited to the following timeframes: <ul style="list-style-type: none"> month; month-to-date; quarter; 						

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	<ul style="list-style-type: none"> · quarter-to-date; · year; · year-to-date; · from and to date; · from and to month and · from and to year. 						
1.16.3.2. Revenue Reports							
1653	The Contractor shall provide a revenue report that reflects all revenue, including but not limited to: <ul style="list-style-type: none"> · Transponder-Based Transactions/Trips toll revenue; · Image-Based Transactions/Trips toll revenue; · all fees and · penalties. 						
1654	The Contractor shall provide a report that details potential lost revenue by status or workflow stage, as well as reasons for potential loss, such as a report listing those transactions/trips which still possess a receivable balance and have been placed on hold.						
1.16.3.3. Payment Reports							
1655	The Contractor shall provide a payments report that reflects all payments, including but not limited to: <ul style="list-style-type: none"> · Transponder-Based Transactions/Trips toll revenue; · Image-Based Transactions/Trips toll revenue; · prepayments; · all fees and · penalties. 						
1656	Payment reports shall reconcile to reports provided by the various interfaces, including but not limited to: <ul style="list-style-type: none"> · Credit Card processor; · Collections; · Interoperable Agencies; · bank deposits, and · Lockbox payments, if utilized. 						
1657	The Contractor shall provide an unallocated payments report that lists all payments that could not be associated with a transaction with sufficient detail for payment research, such as the ability to back-out and re-apply against outstanding receivable.						
1.16.3.4. Registered Account Reports							
1658	The Contractor shall provide a report that reflects the prepaid balance in each account as of a point in time.						
1659	The Contractor shall provide a report that reflects all replenishments to Registered accounts over a period of time.						
1660	The Contractor shall provide a report that reflects all usage of prepaid funds over a period of time.						
1661	The Contractor shall provide a report that reflects all adjustments to accounts over a period of time (for example, adjustments would include any transaction that affects an account balance that is not included on a replenishment report or a usage report).						
1662	The Contractor shall provide a report that compares the calculated prepaid balance by account to the prepaid balance per the BOS at any point in time (for example, the calculated prepaid balance is the sum of the account balance as of the first day of the month plus replenishments less usage and plus/minus adjustments that occur during the month, compared to the BOS balance as of the end of the month). Variances shall be identified at the account level.						
1.16.3.5. Receivable Reports							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1663	The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees and penalties) for each status or workflow stage, by Toll Facility, including but not limited to:						
	· in process (not yet charged to account);						
	· charged to account (but not yet invoiced or included on a Violation Notice);						
	· Notice of Toll Evasion Violation;						
	· Notice of Delinquent Toll Evasion Violation;						
	· Collection Agency;						
	· Registration Hold and court.						
1664	The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees, penalties) by number of days past due and Toll Facility, including but not limited to:						
	· in process (not yet Posted to an account);						
	· Posted to an account (but not yet invoiced or sent a Violation Notice);						
	· current due (invoiced or sent a Violation Notice but not yet past due);						
	· past due 1-30 days;						
	· past due 31-60 days;						
	· past due 61-90 days;						
	· past due 91-120 days;						
	· past due 121-180 days;						
	· past due 181 days -12 months;						
	· past due 12-24 months;						
	· past due 24-36 months;						
	· past due 36-48 months;						
	· past due 48-60 months and past due > 60 months.						
1665	The Contractor shall provide invoicing summary reports by Toll Facility, detailing the composition of transactions/trips appearing on Violation Notices by Toll Facility.						
1666	The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notice transactions, including but not limited to counts and amounts for:						
	· Violation Notices generated;						
	· payments;						
	· dismissals;						
	· status or workflow stage and re-issued.						
1.16.3.6. Collection Agencies Reports							
1667	The Contractor shall provide reports that track the status of Collections activities, by individual Collection Agency and by Toll Facility, including but not limited to:						
	· number and dollar value of Collections Placements in Collections;						
	· number and dollar value of transactions/trips in Collections;						
	· number and dollar value of Collections Placements successfully collected;						
	· number and dollar value of transactions/trips successfully collected;						
	· outstanding amounts (total and separated by fees, penalties and tolls);						
	· amounts collected (total and separated by fees, penalties and tolls) by payment source (BOS, Collection Agency #1 or Collection Agency #2);						
	· length of time in Collections;						
· accounts recalled from Collections (total and separated by fees, penalties and tolls);							
· transactions/trips recalled from Collections (total and separated by fees, penalties and tolls);							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	<ul style="list-style-type: none"> accounts returned uncollectible; transactions/trips returned uncollectible and success rate. 						
1668	<p>The Contractor shall provide Collections inventory reports that reconcile to Collections monthly inventory by Collection Agency, and provide status on Collections, including but not limited to:</p> <ul style="list-style-type: none"> number and dollar value of outstanding accounts in Collections at the beginning of the month; number and dollar value of transactions/trips in Collections at the beginning of the month; number and dollar value of accounts added during the month; number and dollar value of transactions/trips added during the month; number and dollar value of accounts returned at the end of the month, by type; number and dollar value of transactions/trips returned at the end of the month, by type; number and dollar value of outstanding accounts in Collections at the end of the month; number and dollar value of transactions/trips in Collections at the end of the month and outstanding amount in Collections at the end of the month. 						
1.16.3.7. Write-Off Reports							
1669	The Contractor shall provide a listing of all eligible and processed Write-Offs and their disposition (such as sent to the Authority for approval, Approved by the Authority, processed), by Toll Facility and in summary, broken down by toll, fee and penalty including but not limited to: all account-level and transaction-level Write-Offs and prior year Write-Offs paid in current year with a breakdown by selectable period for each year.						
1.16.3.8. CTOC Reports							
1670	The Contractor shall provide all Interoperable Agency and Toll Facility Reports described in Attachment A: WRTO and CTOC Technical Specifications for Interagency Electronic Data Interchange. The Interoperable reports provided in the BOS shall be updated and modified to be in compliance with the Interoperable Agency Interface specifications.						
1671	The Contractor shall provide reports on the status of Interoperable reports and file transmissions to all Toll Facilities, such as files expected but not received, issues with file transmissions/data, etc.						
1672	<p>The Contractor shall provide the following reports:</p> <ul style="list-style-type: none"> summary report; Interoperable Agency discrepancy; adjustments report (Interoperable Agency) and Toll Facility discrepancy report. 						
1.16.4. Operations Reports							
1.16.4.1. Operations Management Reports							
	Operations management reports shall provide insight into the review and management of operations and assess performance.						
1673	The Contractor shall provide real-time operations reports.						
1674	The BOS shall provide the capability to drill-down to the details for a selected transaction, including the image associated with the license plate if applicable.						
1675	<p>The Contractor shall provide BOS performance reports that track the performance of CSC Operations, including but not limited to:</p> <ul style="list-style-type: none"> customer contacts, mail handling and Violation Notification response; Case handling; first contact resolution; transponder Fulfillment; payments processed; customer disbursements processed; Interoperable Agency settlements processed; returned payments processed; chargebacks processed; 						

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No.	Requirements	Required Inputs					
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> payment plans initiated and balancing and reconciliation. 						
1676	<p>The Contractor shall provide staff performance reports that track the performance of individual Authorized Users over a period of time (for example, daily weekly and monthly) including but not limited to:</p> <ul style="list-style-type: none"> customer contacts, mail handling and Notification response; Case handling; first contact resolution; transponder Fulfillment; payments processed; customer disbursements processed; Interoperable Agency settlements processed; returned payments processed; chargebacks processed; payment plans initiated and balancing and reconciliation. 						
1.16.4.2. Self-Service Website Reports							
1677	<p>The Contractor shall provide Self-Service Website activity reports that list all activity associated with the Self-Service Website, and enable operations to assess the Self-Service Website's effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> number of accounts setup via the Self-Service Website; account statements accessed; account Maintenance activities; payments; disputes; Cases opened; Violation Notice inquires and other general information. 						
1678	<p>The Contractor shall provide reporting on the Self-Service Website usage, including but not limited to:</p> <ul style="list-style-type: none"> number of individual hits by screen; number of page views; number of repeat visitors versus new visitors; bounce rate; number of updates made to accounts and number of functional processes, for example Violation Notice payments. 						
1.16.4.3. Self-Service Mobile Application Reports (Phase II and optional)							
1679	<p>The Contractor shall provide Self-Service Mobile Application activity reports that list all activity associated with the Self-Service Mobile Application, and enable operations to assess the Self-Service Mobile Application's effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> number of accounts setup via the Self-Service Mobile Website; account statements accessed; account Maintenance activities; payments; disputes; Cases opened; Notice inquires and other general information. 						
	<p>The Contractor shall provide reporting on the Self-Service Mobile Website usage, including but not limited to:</p> <ul style="list-style-type: none"> number of individual hits by screen; 						

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1680	<ul style="list-style-type: none"> number of page views; number of repeat visitors versus new visitors; bounce rate; number of updates made to accounts and number of functional processes, for example account replenishments. 						
1.16.4.4. Contact Center Reports							
1681	<p>The Contractor shall provide contact center reports that help determine how the Contact center is functioning and its effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> quality score rating for CSRs; average talk time; number of calls offered to CSRs; number of calls answered by CSRs; number of calls abandoned; average time before abandonment; service level (what percentage of the calls are answered within the agreed-upon timeframe, such as what percentage of calls are answered within 60 seconds); average speed of answer; abandon rate; CSR availability; account Maintenance activities; payments processed; transaction history accessed; requested customer support and obtained general information. 						
1682	<p>The Contractor shall provide other performance reports to monitor, including but not limited to:</p> <ul style="list-style-type: none"> total number of calls taken by the IVR System; total number of calls taken using virtual queuing; total number of calls taken by the CSR (separate by Spanish and English); the number of and average length of calls handled for each line; the average and maximum wait time for each line; the time taken for a CSR to answer a call once that option is selected and the number of times a given menu is repeated consecutively during a given call. 						
1683	<p>The Contractor shall provide other performance reports to monitor emails, including but not limited to:</p> <ul style="list-style-type: none"> number of emails received CSRs; number of emails answered by group or individual CSRs; number of emails unanswered; average speed of answer by time period, daily, weekly, monthly; CSR availability and email purpose. 						
1684	<p>The Contractor shall provide other performance reports to monitor chats, including but not limited to:</p> <ul style="list-style-type: none"> number of chats offered to CSRs; number of chats answered by CSRs; number of chats abandoned; average speed of answer by time period, daily, weekly, monthly; CSR availability and chat purpose. 						
	<p>The Contractor shall provide other performance reports to monitor texting, including but not limited to:</p> <ul style="list-style-type: none"> number of texts offered to CSRs; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1685	<ul style="list-style-type: none"> number of texts answered by CSRs; number of texts unanswered; average speed of answer by time period, daily, weekly, monthly; CSR availability and Text purpose. 						
1.16.4.5. Print/Mail Reports							
1686	<p>The Contractor shall provide reports that allow operations to monitor the Print/Mail House Service Provider (optional) and/or Contractor performance against agreed to Performance Measures and manage USPS mailing activities, including but not limited to:</p> <ul style="list-style-type: none"> quantity of Notification per type; mailing time since receipt of files; Notifications rejected and not mailed with reasons and Exceptions. 						
1687	<p>The Contractor shall provide reports that show trends as they relate to USPS mailing operations workflow performance (volumes and amounts printed and mailed), including but not limited to:</p> <ul style="list-style-type: none"> Notification for each page limit (for example one-page, two-page, etc.); additional inserts; printing and mailing exceptions; returned mail, with and without forwarding address; bad address and performance against the agreed upon Performance Measures as a percentage by type of Notification. 						
1688	The Contractor shall provide reports that can be used to reconcile/verify invoices from the Print/Mail House Service Provider (optional).						
1.16.4.6. BOS Management Reports							
1689	<p>The Contractor shall provide reports that allow for transaction/trip reconciliation of the BOS, including but not limited to:</p> <ul style="list-style-type: none"> transactions/trips exchanged with the ETM System; transactions/trips Posted to accounts and transactions/trips exchanged with Interoperable Agencies. 						
1.16.4.7. Contractor Performance Requirements Reports							
	Contractor Performance Measures reports shall assist the Authority and the Contractor in tracking, management, and assessing of the Contractor against the Performance Measures. The reports shall be designed and Approved during the Reports Design Workshop.						
1690	The Contractor shall provide BOS-generated reports that allow Authorized Users to monitor performance to date against each of the Performance Measures. For example, the month to date and year to date performance against any individual Performance Measure.						
1691	To the extent possible the reports shall automatically calculate the actual performance against the required Performance Measure(s).						
1692	<p>The Contractor shall provide the capability to select a random sample of the work for review and audit including but not limited to:</p> <ul style="list-style-type: none"> provide hyperlinked report reflecting a random sample of a certain number of Cases over a certain period of time (for example, 100 Cases which were opened or closed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each Case and provide hyperlinked report reflecting a random sample of a certain number of adjusted or reversed transactions/trips over a certain period of time (for example, 100 transactions/trips that were dismissed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each dismissal. 						
1.16.4.8. ETM Contractor Performance Measures Reports							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offorer S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	ETTM System Contractor Performance Measures reports shall assist the Authority, the Contractor and the ETTM System Contractor in tracking, management, and assessing of the ETTM System Contractor against a subset of their Performance Measures. The ETTM System Contractor has the responsibility to provide for the majority of their Performance Measures Reporting. The report shall be designed and Approved during the Reports Design Workshop.						
1693	The Contractor shall provide reports that allow Authorized Users to monitor the ETTM System Contractor performance to date against a subset of the ETTM System Requirements Performance Measures.						
1694	The Contractor shall provide ETTM System Contractor performance reports which track the performance of the ETTM System, including but not limited to:						
	· exchange of data and files between the ETTM System and the BOS and · results of all BOS and CSC Operations Contractor QA activities (for example, trip building and image processing accuracy).						
1.16.5. Interface Reconciliation Reports							
1.16.5.1. General Requirements for Interface Reconciliation Reports							
	The BOS interfaces with various other systems and Third-Party Service Providers, as such, reconciliation of the data transfer process and exception identification are critical elements of the BOS. In Interfaces where the BOS initiates the file transfer process, the BOS shall track the successful creation of the file as required by the schedule (Configurable), the successful transfer of the file, the acknowledgement by the third-party of the successful receipt and processing of the file, the receipt of the reconciliation or response file from the third-party and the BOS's successful receipt, processing and acknowledgment of the response file. A similar tracking and reporting shall be provided when the BOS is the recipient of the transfer process. Reconciliation reports shall reconcile to other BOS and financial reports and shall meet the following Requirements.						
	These reconciliation reports shall be provided in addition to, and not in lieu of, automated reconciliation processes as described in the Requirements.						
1.16.5.2. Reconciliation with ETTM System Transactions, Reconciliation Files and Images Reports							
	These reports shall allow the balancing and reconciliation of transactions/trips and images throughout the revenue cycle, identify variances and errors and assist in investigating the problems, thus minimizing lost revenue. Such reports shall help identify trends in the flow of transactions, their final termination and reconciliation to the ETTM System. The transmission of the Transponder Status List files received from the Interoperable Agencies and the home Transponder Status List to the ETTM System also shall be tracked.						
1695	The Contractor shall provide transaction and image reconciliation reports that help identify issues, including but not limited to: transmission errors, data validity errors, missing images, missing transactions, traffic and transaction trends and exceptions.						
1696	The Contractor shall provide transaction transmission reconciliation reports that help validate that all transactions/trips transmitted by the ETTM System made it to the BOS and are correctly processed. These reports also shall validate that all other transmissions made by the ETTM System were successfully received by the BOS and that all transmissions made by the BOS are successfully received by the ETTM System.						
1697	The Contractor shall provide daily transaction transmission reconciliation reports that list all the transactions/trips transmitted to the BOS, the number of transactions/trips and the time these transactions/trips were acknowledged by the BOS. These reports also shall list the transactions/trips transmitted to the BOS that were rejected, the status of the re-transmission and records that were identified as exceptions by the receiving entity.						
1698	The Contractor shall provide transaction/trip transmission reconciliation reports that summarize the transactions/trips (quantity, amount, Posting status and Posted/paid amounts) by Payment Type that can be validated against ETTM System reports.						

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1699	The Contractor shall provide image transmission reconciliation reports that help validate that all images and associated transactions/trips transmitted by the ETTM System were successfully received by the BOS. The reports shall list all the transaction images transmitted to the BOS, the number of images and data set in each file, as well as the time these files were acknowledged by the BOS.						
1700	The Contractor shall provide image transmission reconciliation reports that list the transactions/trips transmitted to the BOS that were rejected and the status of the re-transmission and images identified as exceptions by the BOS.						
1701	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with the Financial Account reports and ETTM Systems reports.						
1702	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with accounts receivable and revenue reports for all transactions.						
1703	The Contractor shall provide reports that track the receipt of the TSL to the ETTM Systems.						
1.16.5.3. Reconciliation with Interoperable Agencies Reports							
	Interoperability reports are provided to assist in reconciling transaction/trips and financial settlement with Interoperable agencies.						
1704	The Contractor shall provide all CTOC reports based on the most recent ICD at the time of Go-Live. The current CTOC ICD is in Attachment A: WRTO and CTOC Technical Specifications for Interagency Electronic Data Interchange.						
1705	The Contractor shall provide all CTOC type reports for all interoperable and other service related transactions/trips processed by TCA.						
1.16.5.4. Reconciliation with ROV Lookup Source(s) Reports							
	The BOS shall interface directly with one or more ROV Lookup sources including multiple direct DMV connections and a third-party ROV Lookup Provider to obtain vehicle registration information. The California DMV Interface shall also be used for the placement and removal of Registration Holds. The exchange of information and status shall be tracked and reported. Reports provided by the BOS shall match the transactional data provided to the applicable ROV Lookup Service Provider.						
1706	The Contractor shall provide reports that track the transmission of each vehicle registration lookup request, acknowledgment and response to each request. Data shall include the processing status of each record, including re-transmission and response code for each ROV Lookup Service Provider (initially California, Arizona, Oregon and Nevada DMVs and the Contractor-selected ROV Lookup Provider).						
1707	The Contractor shall provide reports that help identify license plates, including but not limited to:						
	· by Jurisdiction;						
	· by license Plate Type including temporary plates;						
	· license plates for which no registration data is provided;						
	· reason that no registration data is provided;						
	· license plates that have no registration data after an established period of time (Configurable);						
1708	· problematic license Plate Types and						
	· exceptions that need to be investigated (Cases).						
	The Contractor shall provide reports that provide ROV Lookup request and response trends by ROV Lookup Service Provider, Jurisdiction, date and license Plate Type.						
1709	The Contractor shall provide reports that reconcile Registration Hold requests with applicable DMV(s) initially California, including but not limited to:						
	· number of Registration Hold requests;						
	· number of Registration Holds placed;						
	· number of Registration Hold requests rejected;						
	· reason that the Registration Hold request was rejected;						
	· exceptions that need to be investigated (Cases).						
	· number of payments received at DMV;						
	· dollar amount of payments received at DMV;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> payments amount received from DMV and number of Registration Holds released; 						
1710	The Contractor shall provide reports that track Registration Hold statuses and any discrepancies between the status per the BOS and the status per the DMV or out-of-state DMV.						
1.16.5.5. Reconciliation with Rental Car Companies Reports							
	The BOS utilizes the rental car company file exchange process (in addition to what rental car companies can perform on the Self-Service Website Portal) to maintain the vehicle database. File uploads also shall be used to obtain/update vehicle license plates.						
1711	The Contractor shall provide the same reports for rental cars processed through TCA.						
1712	The Contractor shall provide reports that track the vehicle license plate information provided by the rental car company, including but not limited to:						
	<ul style="list-style-type: none"> files transmitted or loaded; license plates added; license plates identified as exceptions; effective beginning and end dates/times of the license plates; updates made to the license plate information and the processing status of the license plates. 						
1713	The Contractor shall provide reports that track the rental information provided by the rental car company, including but not limited to:						
	<ul style="list-style-type: none"> files transmitted or loaded; Image-Based Transactions/Trips against license plate and/or renter/operator for rental period; outstanding amounts; vehicle status (Registration Hold); Notices and Alerts; status or workflow stage and exceptions. 						
1714	The Contractor shall provide reports that reconcile to Image-Based Transaction/Trip noticing and financial reports.						
1715	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity on rental car company license plates.						
1716	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity by license plate.						
1.16.5.6. Merchant Account Reconciliation with Merchant Service Provider Reports							
	The BOS shall Interface with the Merchant Service Provider for processing Credit Card payments and refunds.						
1717	The BOS shall balance and reconcile every record processed, including but not limited to:						
	<ul style="list-style-type: none"> payments (sales); voids; refunds; exceptions and chargebacks, chargeback reversals and replenishment. 						
1718	The BOS shall load and process the Merchant Service Provider reconciliation files in support of the detailed reconciliation.						
	The Contractor shall provide reports that track the Credit Card files transmitted to the Merchant Service Provider in batch mode and/or records transmitted in real-time, including but not limited to:						
	<ul style="list-style-type: none"> number of payments; chargebacks, chargeback reversals and replenishments; refunds; reversals; adjustments; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1719	· errors;						
	· authorizations;						
	· settlements;						
	· payment source;						
	· Credit Card type;						
	· processed amounts;						
	· process status (for example accepted, declined);						
	· counts and amounts reported by the Merchant Service Provider for each transaction type;						
	· counts and amounts reported by the Merchant Service Provider for each card type;						
	· variances;						
	· declined reasons;						
	· date and time of transmission;						
	· Credit Card account number in PCI-compliant format;						
	· account number;						
· number of attempts and · processing fees.							
1720	The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:						
	· records in the file;						
	· response received;						
	· errors;						
	· no response;						
	· retries;						
	· old expiration date;						
	· new expiration date;						
	· Credit Card account number in PCI-compliant format;						
	· account number;						
	· current account balance (receivable or prepaid);						
	· status of update;						
	· exceptions and · account Alerts.						
	1721	The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:					
· records in the file;							
· response received;							
· errors;							
· no response;							
· retries;							
· old information;							
· new information;							
· Credit Card account number in PCI-compliant format;							
· account number;							
· current account balance (receivable or prepaid);							
· status of update;							
· exceptions and · account Alerts.							
1722		The Contractor shall provide reports that display Credit Card payment processing fees, including but not limited to:					
	· card type;						
	· transaction type;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> quantity processed; amount processed; per-transaction fees and percentage fees. 						
1723	<p>The Contractor shall provide reports that display Credit Card payment processing trends, including but not limited to:</p> <ul style="list-style-type: none"> card type; amount processed; amount declined; quantity; number of errors; transaction type (for example, payment, replenishment, reversal, refund); fees and percentages. 						
1724	The Contractor shall provide reports that balance to financial reports.						
1725	The Contractor shall provide reports that balance to settlement reports.						
1726	The Contractor shall provide reports that balance to account reports.						
1727	The Contractor shall provide reports that balance to operations (CSR, Website, IVR) reports.						
1728	The Contractor shall provide reports that validate compliance to the Performance Measures and note the exceptions.						
1.16.5.7. Reconciliation with Credit Card Update Service Provider Reports							
1729	The Contractor shall provide reports that reflect successful or unsuccessful transmission of update files.						
1730	The Contractor shall provide reports that reflect the number of updates requested from the Credit Card update service provider.						
1731	The Contractor shall provide reports that reflect the number of updated Credit Card files received from the Credit Card update service provider.						
1732	<p>The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:</p> <ul style="list-style-type: none"> records in the file; response received; errors; no response; retries; old expiration date; new expiration date; Credit Card account number in PCI-compliant format; account number; current account balance (receivable or prepaid); status of update; exceptions and account Alerts. 						
1733	<p>The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:</p> <ul style="list-style-type: none"> records in the file; response received; errors; no response; retries; old information; 						

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	<ul style="list-style-type: none"> new information; Credit Card account number in PCI-compliant format; account number; current account balance (receivable or prepaid); status of update; exceptions and account Alerts. 						
1.16.5.8. Reconciliation with the Authority's Bank Reports							
	All payments and funds received by the BOS are deposited in the Authority's Bank Accounts. The Authority requires the capture of all deposit data in the BOS. Fees for services provided also must be reflected separately in the reporting.						
1734	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile files received from and sent to the banks have been processed.						
1735	The Contractor shall provide reports that support and identify source of errors, variances and exceptions.						
1736	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile expected revenue to the actual revenue for each account established by the BOS.						
1737	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to the financial reports.						
1738	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to payments received by the BOS from various entities, such as Interoperable Agencies, Credit Card processor and Lockbox Service Provider (optional).						
1739	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various agencies.						
1740	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various entities, such as Interoperable Agencies and customer refunds.						
1741	<p>The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to the bank statements provided by the bank, including but not limited to:</p> <ul style="list-style-type: none"> beginning balance; activities for the month (such as payments, adjustments and checks cleared); deposits in transit; outstanding checks; reconciling items and ending balance. 						
1.16.5.9. Reconciliation with Collections Reports							
	The Contractor shall utilize collection services to pursue Image-Based Transactions/Trips and other unpaid receivable balances.						
1742	<p>Reports provided by the BOS shall track:</p> <ul style="list-style-type: none"> the transmission of files; Collections Placements in Collections by Collection Agency; collections aging and performance of each Collection Agency. 						
1743	<p>The Contractor shall provide reports that track the transmission of the collection files and Collections responses including but not limited to:</p> <ul style="list-style-type: none"> number and dollar value of accounts by account type in the Collections file; outstanding amounts (fees, penalties and Tolls); number and dollar value of Collections Placements; number and dollar value of transactions/trips; number of responses received and number of errors. 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1.16.5.10. Reconciliation with California FTB Tax Intercept Program Reports							
	The Contractor shall utilize the California FTB to pursue Image-Based Transactions/Trips and other unpaid receivable balances.						
1744	Reports provided by the BOS shall track: <ul style="list-style-type: none"> the transmission of files; debts placed with FTB; debt at FTB aging and performance of FTB. 						
1745	The Contractor shall provide reports that track the transmission of files and FTB responses, including but not limited to: <ul style="list-style-type: none"> number and dollar value of accounts by account type in the FTB file; outstanding amounts (fees, penalties and tolls); number and dollar value of FTB Placements; number and dollar value of transactions/trips; number of responses received and number of errors. 						
1.16.5.11. Reconciliation with Lockbox Reports (optional)							
	All payments and funds received by the Lockbox Service Provider (if elected) are deposited in the Authority's Bank Accounts. The Authority requires the capture of all deposit data in the BOS. If the Contractor provides a Lockbox Service Provider, the following applies:						
1746	The Contractor shall provide reports that track Lockbox Service Provider payments (summary and detail), including but not limited to: <ul style="list-style-type: none"> account number; Payment Type; number of payments; payment amounts; payment dates; document type; document number; amount exceptions; account exceptions and other exceptions. 						
1747	The Contractor shall provide reports that balance to financial reports.						
1748	The Contractor shall provide reports that balance to settlement reports.						
1749	The Contractor shall provide reports that balance to account reports.						
1750	The Contractor shall provide reports that display payment trends.						
1.16.5.12. Reconciliation with Print/Mail House Service Provider Reports (optional)							
	The Contractor may utilize the services of third-party Print/Mail House Service Provider(s) to mail Notifications to customers. The reconciliation of the Notifications transmitted to the Print/Mail House Service Provider(s) and tracking of mailing date is critical to the CSCBOS operations.						
1751	The Contractor shall provide reports that track the Notification files and the Print/Mail House Service Provider responses, including but not limited to: <ul style="list-style-type: none"> number of records transmitted; number of responses received; number of bad addresses and number of corrections made. 						
	The Contractor shall provide reports that track the Notification files transmitted to the Print/Mail House Service Provider, including but not limited to: <ul style="list-style-type: none"> Notification type quantity and total dollar value; number of Violation Transactions/Trips and fees and penalties in each Notice; 						

Volume II BOS Technology and Functionality

No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1752	· date transmitted;						
	· response on each Notification;						
	· processing status of each Notification;						
	· date of printing;						
	· date of mailing;						
	· number of pages;						
	· Notifications that were not mailed;						
	· mailing exceptions (such as duplicate mailing or Notification missing elements);						
	· cancelled requests;						
	· re-prints and · re-transmissions.						
1.16.6. Data Analytics (Business Intelligence) (Phase II and Optional)							
	The Commercial Off-the-Shelf (COTS) data analytics Software will be used in conjunction with the data warehouse to provide data analytics (business intelligence).						
1753	The Contractor shall provide a COTS data analytics solution that works in conjunction with the data warehouse.						
1754	The Contractor shall provide the capability for the analysis of multi-dimensional data sets, arrays and data cubes using an online analytical processing (OLAP) tool.						
1755	The Contractor shall provide 10 pre-defined analytics reports (to be determined during a post-Go-Live Phase II period).						
1756	The Contractor shall provide the capability for Authorized Users to display, print and export to reports and presentations the results of analysis in multiple formats, including but not limited to:						
	· all standard forms of tabular reporting;						
	· all standard forms of graphs;						
	· all standard forms of charts and						
	· maps by ZIP code, city, county, state and country.						
1757	The Contractor shall provide customized, graphical, reporting templates for the display, printing and export of information into reports and presentations.						
1758	The Contractor shall provide the capability for Authorized Users to do self-service data queries and analysis.						
1759	The Contractor shall provide the capability to produce analytical reporting so activity on the complete Express Lanes by any combination of the following parameters in both report and data query format, including but not limited to:						
	· account type;						
	· account status;						
	· customer account demographic information;						
	· CSC operational customer service data;						
	· customer Notifications information;						
	· payments type;						
	· vehicle type;						
	· Interoperable or home customers;						
	· revenue type;						
	· Transponder-Based Transactions/Trips;						
	· Image-Based Transactions/Trips;						
	· Plate Type;						
	· Violations;						
	· I-Tolls;						
· time period (for example, day, week, month, year);							
· time of day and · day of week of the transaction.							

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1. Scope of Work and Requirements			
	The following subsections describe the Scope of Work and Requirements for the CSC Operations. These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and work functions. The intent of these "including but not limited to" lists is to indicate to the proposer the intent and scope of the Requirement.		
1.1. Operational Requirements			
1.1.1. General Requirements			
	This section lists the high-level operations Requirements.		
1	The Contractor shall provide all management, system Maintenance, supervisory, financial and CSC Operations staff, including qualified management, professional and clerical personnel, to professionally operate and administer the Authority's CSC Operations in a manner that meets all required Performance Measures.		
2	The Contractor shall put in place the organizational structure and headcount required to meet these Requirements.		
3	The Contractor shall be responsible for all providing all consumables (other than those explicitly stated to paid for by the Authority). Costs of consumables shall be included in the Contractor's Price Proposal.		
4	At the Authority's direction, the Contractor shall perform the Work required herein for any new Toll Facilities that may be implemented during the Operations and Maintenance Phase.		
1.1.2. I-405 CSC and WIC Facility			
	The Authority will provide a new primary space for the I-405 CSC and WIC. The Contractor is required to operate these Authority provided Facilities as described in the sections below. The Contractor will have unlimited access to the Facility and may use expanded operational hours as needed to accomplish the Work. There is currently an operational OCTA Store WIC that will provide I-405 customer service that will be operated and staffed by OCTA.		
	The Contractor will not be charged rent/utilities for the use of Authority provided Facility and furnishings. Although the Facility will house other Authority contractors, the Contractor will be the point-of-contact and coordination point for all Maintenance, repair, service and janitorial issues related to the Facility regardless of location or origin.		
5	The Contractor shall coordinate and facilitate tours of CSC Operations Facilities and guide tours.		
6	The Contractor shall be the custodian of all the Authority's fixed assets at the I-405 CSC and WIC facility (regardless of provider) and provide tracking and reporting as required.		
7	The Contractor shall facilitate, coordinate and be the point of contact for all I-405 CSC Facility and Equipment related Maintenance and repairs that are not the fault of the Contractor (either the Authority will pay directly for the repairs or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process). All Contractor labor necessary for these services shall be included in the Contractor's Price Proposal and shall not be invoiced or be considered Additional Work. Repairs that are the result of Contractor actions shall be handled and paid for by the Contractor alone and the Authority shall be notified and kept informed.		
8	For all third party coordinated work, the Contractor shall receive a minimum of three (3) quotes and submit to Authority for Approval/selection. Upon selection, Contractor shall initiate purchase order with the selected vendor.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
9	The Contractor shall provide the coordination and facilitation of various Authority directed meetings in the CSC Operations conference rooms as requested by the Authority, including but not limited to:		
	· ensuring conference room is clean and all furniture and Equipment is in working order;		
	· providing meals for meetings (submit for payment through the weekly accounts payable batch process) and attending meeting.		
10	The Contractor shall provide and install all internal workspace signage and name plates that are Americans with Disabilities Act (ADA) compliant.		
11	The Contractor shall provide all office supplies required for CSC Operations and staff.		
12	The Contractor shall provide all Equipment supplies, for example toner, paper, etc.		
1.1.2.1. OCTA Store WIC			
	The OCTA Store WIC located in the same building as Authority's offices and is staffed by Authority employees. These Authority employees will be trained by the Contractor and the Contractor shall also provide escalation and operations support. There is no room for operational activities other than walk-in customer service at this site. OCTA Store WIC computers, peripherals and Equipment will be provided by the Authority.		
1.1.2.1.1. Hours of Operation and Holidays			
13	The Contractor shall train and provide escalation and operations support for the Authority employees and customer relations staff.		
14	The OCTA Store WIC shall be open 8 am- 5 pm Monday – Friday, Pacific Time.		
15	The OCTA Store WIC shall observe the following Holidays:		
	· New Year's Day;		
	· Memorial Day;		
	· Independence Day;		
	· Labor Day;		
	· Thanksgiving Day;		
16	For any listed Holiday occurring on Saturday or Sunday, the OCTA Store WIC shall observe the Holiday on the same day as Authority's other staff.		
	The Authority may close the OCTA Store WIC (for example, for emergency or weather conditions).		
1.1.2.2. New I-405 CSC and Walk-in Center (WIC)			
	The CSC site is the sole Authority provided space for customer contact, CSC Operations and other processing required to meet the Requirements.		
	The CSC Facility shall meet the requirements below.		
18	The Contractor shall staff and operate the CSC.		
19	The Contractor shall provide Maintenance at this Facility and ensure that the Facility is professional in appearance and clean.		
20	The Contractor shall exercise due care in the use, Maintenance and storage of the Authority-provided Facility, property and assets.		
21	The Contractor shall comply with all requirements of the property lease and Facility license agreements (if applicable).		
22	The Contractor shall promptly notify the Authority of any weakness in the security at the CSC Facility.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
23	The Contractor shall utilize cameras in accordance with PCI/PII requirements and the Contractor's preferred operational and security approach. The Authority shall have access to view and copy the camera footage upon request.		
24	The Contractor shall make all Authority-directed and Approved improvements to the CSC Facility, if any, as a combination of Additional Work, a pass-through cost, or submitted through the weekly accounts payable batch.		
25	The Contractor shall provide a minimum of one Spanish-speaking CSR in the CSC Facility during all the hours of operation.		
26	The Contractor shall equip the CSC customer contact center such that customers shall not hear cross talk when contacting the CSC by phone (crosstalk is any phenomenon by which a signal transmitted on one circuit or channel of a transmission system creates an undesired effect in another circuit or channel).		
1.1.2.2.1. Hours of Operation and Holidays			
	The Authority require a high-level of customer service availability. The hours below are the minimum hours which the various elements of the CSC Operation must be staffed and operated.		
27	The CSC contact center shall be open for calls, customer contacts and customer interactions from 8 a.m. to 6 p.m. Monday – Friday, Pacific Time.		
28	The CSC shall observe the following Holidays:		
	· New Year's Day;		
	· Memorial Day;		
	· Independence Day;		
	· Labor Day;		
	· Thanksgiving Day;		
	· Friday after Thanksgiving Day and		
	· Christmas Day.		
29	For any listed Holiday occurring on Saturday or Sunday, the CSC shall observe the Holiday on the same day as Authority's staff.		
30	The Contractor shall close the CSC upon Approval from the Authority (for example, for emergency or weather conditions).		
1.1.2.3. Serving Customers with Special Needs			
	The Contractor shall work with the Authority and develop a I-405 CSC and WIC Facility design that meets the latest ADA standards for accessibility for both staff and customers and be of appropriate size to contain the staff, furniture, Equipment and supplies necessary to conduct operations described in this Scope of Work for the duration of the Agreement.		
31	The Contractor shall report any Facility-related ADA compliance issues to the Authority immediately.		
32	The Contractor shall identify and contract with a real-time translation service to serve customers whose language is other than English and Spanish, and whose language is not spoken by an available Contractor staff person. The service is to be provided on an as-needed basis and be available during all customer service hours.		
33	The Contractor shall track the use of the translation service and shall provide tracking and accountability that identifies which account or document is related to each use of the service.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
34	The Contractor shall provide and utilize Equipment to serve hearing-impaired customers in accordance with customer service best practices and applicable federal and state statute and requirements.		
1.1.2.4. Security and Facility Access Control			
35	At the CSC, the Contractor shall be responsible for administering the physical security system and the CCTV surveillance systems.		
36	The Contractor shall provide and/or coordinate all security badges, parking, and administrative needs to access the building office space and for Authority staff or third-party vendors to work from the CSC location, as needed.		
37	The Contractor shall ensure the I-405 CSC Facility are accessed only by authorized personnel with the appropriate privileges, and the Contractor shall ensure security is not breached. The Contractor shall be responsible for establishing procedures and policies and carrying out these procedures and policies for all visitors accessing the I-405 CSC Facility. The policies and procedures shall be Approved by the Authority.		
38	The Contractor shall ensure access is limited to those functions required for the employees to perform their jobs while providing an appropriate segregation of access, based on employee responsibilities.		
39	The Contractor shall maintain and provide to the Authority as requested an access matrix that lists all personnel with access privileges to the CSC Facilities. The matrix shall identify each employee's position, job functions, Facility access rights, and access rights. Visitors and guests who are not directly working on the Project must be approved by the Authority in advance.		
40	The Contractor shall conduct reviews of the access matrix against the actual access for all employees in accordance with all security Requirements. Such reviews shall be conducted no less than quarterly or anytime at the request of the Authority. The Authority shall be invited to witness this review. The schedule for these reviews shall be included in the Operations Plan.		
41	The Contractor shall ensure all Facilities used by the Contractor to perform any Work in support of the Agreement shall be established and maintained in compliance with the Security Standards throughout the Term of the Agreement.		
1.2. Operational Functions			
	CSC Operations shall cover all functional areas as summarized below, including any required manual interactions or data entry that may be required of Contractor staff.		
1.2.1. Account Management			
	The Contractor shall provide the following services in an efficient and effective manner that allows customers to establish, manage and monitor their accounts.		
42	The Contractor shall process all account opening activities, not otherwise performed by the customer, using the BOS, including but not limited to processing the customer application, customer acceptance of terms and conditions, Account Plan enrollment and qualification verification, payment processing, and transponder Fulfillment.		
43	Using the BOS, the Contractor shall be responsible for the Fulfillment of any and all transponder types specified by the Authority.		
44	The Contractor shall support the assigning, qualification verification and management of Account Plans, including non-revenue plans in the BOS, as Approved by the Authority,		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
45	In case of an incorrect or incomplete application, the Contractor shall contact the customer to facilitate successful account creation.		
46	The Contractor shall support all activities related to account closing. In the event of closing the Contractor shall ensure that the customer's transponder(s) is changed to the appropriate status in the BOS and that all outstanding balances are paid or handled in accordance with the Business Rules, Operations Plan and SOPs prior to closing the account.		
47	The Contractor shall update customer account information based on information received from entities including but not limited to:		
	· customer or Authorized Designee;		
	· Registered Owner of Vehicle (ROV) Lookup Provider;		
	· United States Post Office;		
	· Skip Trace Service Provider;		
	· Banks (for replenishment);		
	· Collection Agencies;		
	· Print/Mail House Service Provider;		
	· Lockbox Service Provider (if used by Contractor);		
· Credit Card Update Service Provider and			
· Merchant Services Providers (MSPs).			
1.2.1.1. Payments, Fees and Refunds			
	Contractor will process payments at the CSC Facilities and over the phone as well as resolve and post any payments where the Lockbox Service Provider (if used by Contractor) was unable to identify the correct account. In addition, the Contractor will assist in the processing of third-party and pass-through payments.		
48	The Contractor shall process all payments received from customers either directly or through the services of a Lockbox Service Provider.		
49	The Contractor shall resolve and process Lockbox Exceptions if a Lockbox Service Provider is utilized. These exceptions are payments which cannot be readily associated with a customer account. The Contractor shall be responsible for conducting timely research on these payments so that they can be posted to a customer account as quickly as possible. If all research avenues have been exhausted and documented and the payment remains unassociated, the payment shall be tracked as an unidentified funds Case for future resolution.		
50	The Contractor shall support processing of payments by Authority staff, customers, Franchise Tax Board, DMV, Interoperable partners and Collection Agencies and reconcile all payments to customer accounts and money deposited in the bank.		
51	The Contractor shall apply any fees which require manual application using the BOS in accordance with Business Rules, Operations Plan and SOPs.		
52	The Contractor shall research, respond to and process chargebacks.		
53	After the pre-established time period determined by the Authority has expired, the Contractor shall issue refunds using the same channel the customer used, if possible, to make the payment, in accordance with the applicable Authority Business Rules, Operations Plan and SOPs.		
54	In the case of check refunds, the Contractor shall use Positive Pay to deter check fraud.		
55	The Contractor also shall ensure that Credit Card refunds are successfully processed.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
56	The Contractor shall process, enter, print and send all refund checks and enter the resulting financial transactions into the Authority's financial accounting systems. The Contractor shall work with the Authority to setup all required accounts and processes to facilitate this entire process.		
57	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for direct payments to third parties for issuance by the Authority (for example, payments to third parties contracted directly by the Authority to provide services at the I-405 CSC Facility).		
58	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for reimbursement of pass-thru costs submitted by the Contractor for issuance by the Authority.		
1.2.1.2. Account Plans			
	The Authority has several Account Plans. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it.		
	The Contractor shall be responsible for managing the various Account Plan programs including, enrollment in the program, eligibility verification, program membership renewal, and handling questions from customers regarding how the programs work and questions about specific transactions/trips under the programs. In addition to the Account Plans listed in this section, the Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.		
59	In accordance with Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all the Account Plans, including new and modified plans.		
60	For the Account Plans that require qualification, the Contractor shall verify qualification, scan and attach the qualification documentation prior to adding the plan(s) to the customer account.		
61	For Account Plans requiring qualification, the Contractor shall remove the Account Plan and notify the customer if their eligibility requirements are no longer met.		
62	For Account Plans which expire and require renewal, the Contractor shall verify qualification prior to renewing the plan on the customer account.		
63	For Account Plans requiring payment, the Contractor shall collect appropriate payment from the customer as required by the enrollment process for the specific Account Plan.		
1.2.1.3. Non-Revenue Program			
	The Authority allows for non-revenue passage on qualified users on specific facilities. Non-revenue passage may be assigned at the individual transponder, or account level. The Contractor shall maintain strict control when a transponder is issued to an account with a non-revenue plan and the reason for issuing it. The Authority must ALWAYS Approve the issuance of any non-revenue transponder.		
	The Contractor shall be responsible for managing enrollment in the program after obtaining the Authority's approval, verifying eligibility, handling questions from customers in regard to how the programs work and questions about specific transactions/trips under the programs.		
64	In accordance with the Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all of the Authority's non-revenue programs.		
65	Prior to applying a non-revenue plan to a transponder, plate or an account, the Contractor shall obtain Approval from the Authority.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
66	The Contractor shall maintain documentation of authorization for each non-revenue plan that has been assigned to a transponder or an account, and this documentation shall be available for review by the Authority at all times.		
67	The Contractor shall manage non-revenue account participants certification that the transactions/trips on a non-revenue account are according to the agreement.		
68	The Contractor shall perform random checks to confirm the transponder is being used on an authorized plate.		
69	The Contractor will administer non-revenue accounts that do not have transponders issued when directed by the Authority.		
1.2.2. Privacy			
	Privacy is of utmost concern to the Authority. The Contractor shall adhere to privacy and security Requirements set forth below and in the Security Standards and current law and regulations.		
70	The Contractor shall develop and comply with all Approved Security Standards. Security Standards shall be updated to reflect changes in industry requirements, partner agreements and to address detected security weaknesses.		
71	The Contractor shall not release information to anyone unless authorized by the Authority. The Contractor shall develop an SOP and approval process for the release of information.		
72	The Contractor shall establish reasonable methods to verify the identity of customers prior to the release of any customer account information, and such methods shall be documented in the Operations Plan and SOPs.		
73	The Contractor shall validate the identity of the customer prior to release of any image. This may include requiring a photo ID at a WIC.		
1.2.3. Rental Cars			
	The Authority's customers utilize rental vehicles which create transactions/trips that are initially assigned to a rental agency. The Authority may utilize Rental Car Service Providers and/or other designated entities for processing the rental car trips.		
74	The Contractor shall work directly with customers, the Rental Car Service Provider and/or other designated entity to accurately process all rental car trips and resolve rental-related requests.		
75	The Contractor shall enter into agreements with a Rental Car Service Provider for the purpose of providing a seamless and cost-effective solution for customers. The Authority shall have the right to review and approve all Rental Car Service Provider Agreements.		
76	The Contractor shall provide the capability for a rental customer to post-pay a toll based on the Authority's Business Rules.		
77	The Contractor shall process affidavits of non-liability for rental/lease vehicles and pursue the named party.		
78	The Contractor shall resolve charges by rental agencies for accountholders who incur a charge by rental agencies.		
1.2.4. Search Warrants, Subpoenas, Litigation and Public Records Requests			
	The Authority receives requests for information and assistance from the law enforcement and legal communities as well as public records requests. These requests are highly time-sensitive and required sensitive and skilled handling.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
79	The Contractor shall refer all requests, inquiries, subpoenas, search warrants, public records requests and official information requests to the Authority, in accordance with Business Rules, Operations Plan and SOPs.		
80	In accordance with the Business Rules, Operations Plan and SOPs for handling and tracking of such requests, the Contractor shall gather and provide the information requested by the search warrant or subpoena upon receiving Approval from the Authority to do so.		
81	The Authority may request that the Contractor compile data for subpoenas, search warrants, litigation matters, or other reasons. The Contractor shall respond to all requests from the Authority in a timely manner and in accordance with the Business Rules, Operations Plan and SOPs.		
82	The Contractor shall assist the Authority's risk management department as directed in handling all claims and requests.		
83	If the research will take longer than two (2) Business Days, the Contractor must advise the Authority.		
84	The Contractor shall provide qualified personnel to support litigation, including providing testimony as an expert witness upon request from the Authority.		
1.2.5. Image Review Support			
	Image collection and processing is a fundamental operation of the Authority's transaction/trip processing and Violation enforcement process. Vehicle license plate images are captured by roadside Equipment for all transactions/trips. If a valid FasTrak transponder is not identified, the images associated with that transaction/trip are reviewed by the ETTM System Contractor in a process called image review. These images and results of the review will be used to determine if a plate is associated with a FasTrak account or is a Violation. These will include rear license plate images as well as Region of Interest images. The ETTM System Contractor will identify the plate number, and Jurisdiction and Plate Type, if applicable, and provide this information to the BOS. The BOS will automatically Post the transaction/trips to the customer accounts, IOP or generate Violation Notices based on the license plate information received from the ETTM System Contractor.		
1.2.5.1. Image Review Quality Assurance			
	The accuracy of the image review process is critical to the successful identification of the ROV. As part of the Quality Assurance (QA) process, the Contractor will conduct an accuracy review and audit process of the manual and automated image review results. Using the ETTM System Contractor's-provided quality review tool, the Contractor will perform quality reviews on the results from each ETTM System Contractor to ensure that the ETTM System Contractor is accurately identifying a high percentage of license plates.		
85	The Contractor shall provide for an adequate number of trained and qualified image review staff to handle the quality review volume.		
86	The Contractor shall perform manual image review on a sample of at least 1% of all Image-Based Transactions/Trips per month that were provided by the ETTM System Contractor to determine accuracy of state, Plate Type, plate number and OCR confidence level.		
87	The Contractor shall provide a report to the Authority of the audit and findings.		
88	The Contractor shall correctly determine for each image set whether the ETTM System Contractor accurately processed the image and if not enter the correct plate information or reject code and provide the findings to the ETTM System Contractor.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
89	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.		
1.2.5.2. DMV No Registered Owner Information Return Quality Review			
	Periodically image transactions/trips will be returned from the DMV source with no registered owner information. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor's responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate or improperly formatted DMV submission.		
90	The Contractor shall review all image transactions/trips that are returned from the DMV source without registered owner information to ensure license plate entry was accurate.		
91	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to:		
	· plate number;		
	· Plate Type, if applicable and · Jurisdiction.		
92	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.		
1.2.5.3. Customer Inquiry Image Error			
	Quality reviews are required to verify customer-disputed transactions/trips. Customers may contact the CSCs regarding a notification they received that incorrectly identifies them as a user of a Toll Facility. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor's responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate.		
93	The Contractor shall also research and review images related to customer disputes and correct and reprocess.		
94	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to:		
	· plate number;		
	· Plate Type, if applicable and · Jurisdiction.		
95	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.		
1.2.6. Owner Identification			

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	Successful acquisition of accurate ROV information is critical to the success of the Authority's Violation enforcement program. The Contractor shall be completely responsible for establishing and maintaining both technical and operational relationships with the Registered Owner of Vehicle (ROV) Lookup Providers. The Contractor must ensure that the Authority is receiving the optimum number of current and accurate ROV matches.		
96	The Contractor shall establish and maintain up-to-date agreements with each Registered Owner of Vehicle (ROV) Lookup Provider.		
97	The Contractor shall provide the capability to track and follow the renewal Requirements for each Registered Owner of Vehicle (ROV) Lookup Provider. For example, a state may require that a DMV data access application form be submitted and approved annually.		
98	The Contractor shall use online interfaces to the California, Arizona, Oregon and Nevada DMVs and other DMVs as they become available to manually look up individual license plates at the request of the Authority or in order to resolve customer disputes.		
99	The Contractor shall provide the following ROV-related activities, including but not limited to:		
	· Establish and maintain a relationship with each Registered Owner of Vehicle (ROV) Lookup Provider;		
	· Manage current contracts and service level agreements with each Registered Owner of Vehicle (ROV) Lookup Provider;		
	· Monitor and evaluate the number of successful matches by Jurisdiction;		
	· Monitor and evaluate the number of successful matches by Registered Owner of Vehicle (ROV) Lookup Provider;		
	· Monitor and evaluate the number of successful matches by type of license plate;		
	· Identify issues with manual license plate identification and provide information to allow the ETTM System Contractor to correct the issue, including examples and training material;		
99	· Identify issues with automatic license plate identification and provide information to allow the ETTM System Contractor to fix the issue and		
	· Identify areas where the ROV match is lower than the average, investigate potential solutions and provide recommendations to the Authority.		
100	The Contractor shall coordinate with the ETTM System Contractor regarding BOS updates required due to any changes in ROV Requirements.		
101	The Contractor shall monitor the success of ROV Lookup requests each month and when a change is made by the ETTM System Contractor reporting on the number of requests for which an ROV was obtained (successful lookup) and the number for which a request was not obtained (unsuccessful lookup) by Jurisdiction.		
102	The Contractor shall identify Jurisdictions in which the percentage of successful requests decreases by more than five percent (5%) from the prior month and shall work with the appropriate Registered Owner of Vehicle (ROV) Lookup Provider to identify issues and solutions in collaboration with the ETTM System Contractor to ensure images are processed correctly.		
103	The Contractor shall develop solutions to increase the ROV Lookup success.		
104	The Contractor shall research and then input and manage the BOS Protected Plate data that associates an address with the agency names that are returned from the DMV or ROV Lookup Provider for license plates registered to a customer affiliated with federal, state or local agency that is allowed to shield addresses.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
105	The Contractor shall facilitate the Protected Plate process of entering the correct agency address and resending the Violation Notice.		
1.2.7. Customer Communications			
1.2.7.1. Outgoing Customer Notification			
	The Contractor is responsible for all necessary customer communication in accordance with the Operations Plan. At its discretion, the Authority will choose to produce some outgoing customer correspondence within its reprographics department.		
106	The Contractor shall make contact with customers, by using the Authority's required method of communication about account management, general information, marketing, changes to account and privacy policy.		
107	The Contractor shall be responsible for printing, pdf creation, storing and associating with accounts, envelopes, mailing and postage for all communications.		
108	The Contractor shall be responsible for acquiring and assembling all materials necessary for the mailing of transponders including, welcome kit, envelopes, sealing wafers, special inserts, stickers and mounting strips. The Contractor shall pay for mounting strips and other items not explicitly included in the pass-through list.		
109	When directed by the Authority, the Contractor shall coordinate with the Authority's reprographics department for the production of outgoing correspondence. The Contractor shall be responsible for pick up, assembly and mailing.		
110	The Contractor shall utilize the USPS/NCOA database services to validate a customer address prior to mailing correspondence.		
111	The Contractor shall provide all postage meters and be responsible for payment of any postage meter fees.		
112	The Contractor shall be required, at its own expense, to communicate to customers or the general public, including resending corrected notifications, any information related to issues or problems caused by the Contractor that affect customers, as further set forth in the Agreement.		
113	The Contractor shall be responsible for printing, packaging and distributing printed information, developed by the Authority.		
114	The Contractor shall manage the sending of e-blasts (sending of an email simultaneously to a group of people), developed by the Authority, to selected groups of customers or all customers using BOS functionality.		
1.2.7.2. Outgoing Communications (Future)			
	The Authority may elect during the Term of the Agreement to offer video tolling for unregistered accounts (mailed invoices) as the first step of the Violations process. The Authority anticipates that video tolling transactions would be grouped in regular intervals, such as weekly or monthly, prior to mailing invoices to customers.		
115	If directed by the Authority, the Contractor shall manage the mailing of invoices and the subsequent customer dispute and Violations process.		
1.2.7.3. Incoming Customer Communication			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	Incoming customer communication includes customer applications; replenishment payments; Violation payments; customer complaints; disputes; general public inquiries; legal notices (for example, bankruptcy, subpoena etc.); requests for account closures, account information updates and transponders. These communications will be received through all channels including but not limited to phone calls, faxes, texts, chat sessions, emails, Authority contacts, and mail.		
	Facilities and procedures are required to provide careful and efficient handling of all incoming customer communication, including the BOS providing for tracking of customer requests as Cases associated to the appropriate account(s).		
116	The Contractor shall assume the responsibility of establishing all required post office boxes.		
117	The Contractor is responsible for all mail pickup and transfer between Facilities as required.		
118	The Contractor shall receive mail from the post office boxes for incoming mail.		
119	All customer contacts handled directly through the Contractor staff shall be noted in the customer account in the BOS to maintain an accurate history of the customer's interaction with the CSC and Authority.		
120	The Contractor shall provide a response for all correspondence received from the customer regardless of which channel the customer uses to communicate, including but not limited to, correspondence received by:		
	· email;		
	· fax;		
	· text;		
	· chat;		
	· communication from the website's "Contact Us" feature and delivered (USPS or by other means) correspondence.		
121	The Contractor shall monitor and respond to customer requests received by phone, chat and text in real time when received during regular business hours.		
122	The Contractor shall strive to provide first contact resolution and track the number of contacts resolved on first contact.		
123	The Contractor shall encourage users receiving a Violation Notice to open a FasTrak account when they contact the CSC.		
124	The Contractor shall ensure incoming correspondence (paper or electronic) is scanned (in the case of paper correspondence), saved and associated with the customer's account and any applicable Case(s). Non-customer correspondence shall also be scanned and catalogued for easy access. Paper copies shall be shredded, in accordance with security requirements, and policies agreed upon by the Authority, in adherence with the Security Standards and documented in the Operations Plan.		
125	The Contractor shall use the same channel used by the customer or customers preferred channel to respond to the customer correspondence unless the Business Rules, Operations Plan or SOPs specify a different channel or if the nature of the customer issue necessitates the use of a different channel.		
126	The Contractor shall monitor the communications channels used and frequency of all customer correspondence and recommend for consideration BOS configuration changes that improve the use of customer-friendly, efficient and cost- effective customer communication methods.		
127	Some customer contact may involve questions about Image-Based Transactions/Trips. The Contractor shall utilize the BOS to view images related to the transaction/trip in question and if appropriate work with the ETTM System Contractor to correct issues.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
128	All incoming mail shall be processed by the Contractor, in accordance with the SOPs and applicable standards, including but not limited to the Security Standards. Such requirements include but are not limited to: segregation of duties; date stamping the mail, categorization, scanning and/or saving into the BOS as Cases, and then assigning to the appropriate Contractor staff for processing.		
129	The Contractor shall develop a workflow process that clearly documents the handling process for all incoming correspondence and communication through all channels, ensuring all incoming correspondence and communications are recorded, reviewed and properly routed (such as, operational correspondence, financial, contractual, etc.). This shall be documented in the Operations Plan and SOPs.		
130	The Contractor shall ensure all correspondence handling processes and controls are documented and adhered to by operations staff. The Authority shall Approve the correspondence handling process and any changes to the handling process.		
131	With the exception of customer requests regarding their own accounts, the Contractor shall only answer general inquiries as they relate to general information about the tolling facilities serviced and services provided by the CSC. All other inquires and communications shall be escalated to the Authority as a Case as set forth in the Operations Plan and SOPs, unless the Contractor is otherwise directed in writing by the Authority. This includes inquiries from or communications with the media, government agents, Public Records Act requests and individuals representing organizations for purposes other than directly related to their own customer account.		
132	The Contractor shall keep a record of all information requests as a Case, inform the Authority immediately of inquiries from these entities and direct such inquiries to the Authority, according to the Operations Plan.		
133	Customers may contact the Contractor regarding issues the Contractor does not control, for example debris on the roadway, or general tolling questions. The Contractor shall collect the required information and handle the issue in accordance with the Operations Plan. The Contractor shall create a Case and track the issue until it is accurately resolved or handed off to the appropriate party responsible for resolution in accordance with the Operations Plan.		
1.2.7.4. Returned Mail Processing			
	Returned mail shall be returned by the USPS and the Contractor shall update the BOS to reflect the status of the Notification and attempt to obtain a different address to mail the Notification to the customer if a forwarding address was not provided.		
134	The Contractor shall scan each returned envelope and Notification and attach the scan to the correct customer account. Any physical pieces of returned mail received will follow the document disposal process after scanning.		
135	The Contractor shall enter a forwarding address, if provided.		
136	For addresses without a forwarding address, the Contractor shall mark the address as bad.		
137	For bad addresses on FasTrak account correspondence, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.		
138	For bad addresses on Violation Notices, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.		
139	The Contractor shall utilize the USPS/NCOA database and Skip Trace services to find a customer address.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
140	If a different, current address is provided, the Contractor shall update the address in the BOS and take the necessary steps for the BOS to re-issue the correspondence.		
1.2.7.5. Collateral Materials for Customers			
	The Authority will provide the art work for all customer collateral, excluding system generated notices.		
141	The Contractor shall print, deliver to and inventory all collateral materials according to the print specifications provided by the Authority.		
142	The Contractor shall work with the USPS to obtain approval of printed material design to ensure compliance with the USPS requirements and to determine the lowest postage and staff handling effort for each mail piece type.		
143	The Contractor shall modify/update as directed by the Authority and print the generic collateral material when changes to the information contained in the material necessitate a revision.		
1.2.7.6. Customer Request Management			
	The BOS provides the capability to create, assign and manage requests made by customers or Authorized Users which cannot be completely resolved at the time of the request. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry.		
144	Many customer issues or requests (such as, changing a customer's contact information), can be completely resolved at the time of the customer request. If the issue or request is completely resolved during the initial contact, the Contractor shall notate it in the customer's account.		
145	Any customer issue or request that cannot be completely and accurately resolved at the time of request shall be entered into the BOS as a Case, for management, tracking and reporting. Contractor's staff shall work open Cases through to final resolution in a timely manner as required in the Operations Plan and in accordance with the Performance Measures.		
146	The Contractor shall accurately resolve and respond to customer issues and requests by the customer's preferred method of contact (email and mail) if available and according to the Business Rules, or by letter, email, mail, phone or text depending on the circumstances of the issue/request. The escalation procedures for customer issues and requests shall be described in the Operations Plan.		
147	The Contractor shall respond to customer Cases according to the Business Rules, Operations Plan and SOPs. The CSC Manager responsible for Case management shall review the list of open Cases on a daily basis and shall make sure they are accurately resolved in accordance with and within the timeliness set forth in the Operations Plan and the Performance Measures. The Authority shall be notified immediately if there are any critical comments or issues that need immediate attention.		
148	The Contractor shall be responsible for the resolution of all customer disputes, which are managed as Cases, in accordance with the Authority's policies, the Business Rules, Operations Plan and SOPs.		
149	The Contractor shall select the proper case type and case resolution.		
150	The Contractor shall utilize pre-approved auto responses for case resolution as appropriate.		
151	The Contractor shall process dispute Cases (Investigative Review) involving adjustments to vehicle class, transaction/trip adjustments and reversals, reassigning of Violations, and other resolutions. Specific types of disputes shall require supervisor/manager review and approval, and all waivers, adjustments and reversals shall be in accordance with the Operations Plan and SOPs.		
152	The Contractor shall place the disputed transactions/trips and Violation Notices on hold and release the hold in the BOS in accordance with Operations Plan and Business Rules.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
153	The Contractor shall ensure all supporting documentation from the customer to resolve a dispute Case, as required by the Operations Plan and Business Rules, is obtained. If the customer does not provide the supporting documentation, the Contractor shall contact the customer in accordance with the timeframes defined in the Business Rules and Operations Plan.		
1.2.7.7. Ongoing Customer Satisfaction Surveys			
	The Contractor shall work with their Customer Satisfaction Survey Provider Subcontractor to establish a program that provides customer feedback regarding the services the Contractor provides and the Express Lanes themselves.		
154	The Contractor shall offer the survey opportunity to every customer each time they contact the CSC.		
155	The Contractor shall contract with a third-party Customer Satisfaction Survey Provider Subcontractor.		
156	The Contractor shall create a customer survey program to measure the quality of the services they provide.		
157	The Contractor shall modify the program as needed or as directed by the Authority.		
158	The Contractor shall make contact with each customer who rates their experience with an overall score below an agreed upon threshold, as noted in the Operations Plan, within five (5) Business Days of the customer submitting the survey.		
159	The Contractor shall monitor the customer surveys and provide a report to the Authority monthly.		
160	The Contractor shall provide training on the survey tool to CSRs and other applicable personnel, including the purpose of the survey and the use of the survey tool.		
161	The Contractor shall review survey results with CSRs and other applicable personnel during periodic meetings regarding individual's performance.		
162	The Contractor shall provide the Authority convenient, electronic access to the up to date and historic survey results.		
163	The Contractor shall include the customer survey results, including trending, in as part of the Monthly Operations Report.		
1.2.7.8. Customer Service Quality Monitoring and Reporting			
	The Contractor interacts with the Authority's customers directly through many different channels including, but not limited to, in person at the WIC, over the phone, in writing via chat, text, email and responses to the Cases. The quality of these interactions and the service provided to its customer is of utmost importance to the Authority. In addition to Customer Satisfaction Surveys, the Authority expects the Contractor to develop and enact quality programs for all aspects of its operation and to train its staff to use deliberate care in each interaction and in serving the Authority's customers.		
164	The Contractor shall ensure all CSC staff is trained in a manner which ensures excellent customer service in every customer interaction as measured by the Performance Measures.		
165	The Contractor shall record the reason(s) for each contact (via all contact channels) by using Approved call wrap-up codes, entering account notes or other tracking approach to document the reason for the contact and memorialize the resolution or required next steps.		
166	The Contractor shall monitor and score both live and recorded CSR calls for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		
167	The Contractor shall monitor and score WIC CSR interaction, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
168	The Contractor shall review and score all customer interaction channels, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		
169	The Contractor shall review and score Case resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		
170	The Contractor shall periodically monitor CSR screen navigations by remotely viewing the CSR's screen.		
171	The Contractor shall track monitoring results and submit a monthly summary to the Authority as part of the Monthly Operations Report.		
172	The Contractor shall track all escalated issues and resolutions and provide a monthly report to the Authority as part of the Monthly Operations Report.		
173	The Contractor shall review information provided by the Authority upon their review of customer interaction and make any changes to improve customer service.		
174	The Contractor shall provide the capability for the Authority to, at the Authority's discretion and without prior notification to the Contractor, monitor all live and recorded calls and all other types of correspondence.		
175	The Contractor shall provide for review by the Authority all documentation related to the Contractor's quality program.		
176	The Contractor shall conduct monthly quality monitoring calibration meetings for all Contractor staff who monitor customer interaction. The Authority shall be invited to attend these meetings.		
1.2.8. Transponder Management			
	The Authority will purchase transponders and the Contractor shall perform all other work related to transponders.		
177	The Contractor shall manage all aspects of the transponder lifecycle. This includes but is not limited to:		
	· initiate a PO request;		
	· receiving into inventory;		
	· testing transponders upon receipt and prior to issuing;		
	· programming transponders as necessary, for example programming a standard 6c transponder to indicate that the vehicle is a motorcycle;		
	· assigning and issuing to customers;		
	· tracking transponders through their life;		
	· recycling (evaluating, cleaning and testing) for reissue;		
	· managing transponder recalls;		
· warranty return and replacement and disposal of transponders.			
178	Upon customer request, the Contractor shall assign, and mail transponder(s) to customers.		
179	The Contractor shall support the distribution of transponders by the Contractor and US mail.		
180	The Contractor shall include user guide and mounting instructions, mounting strips and other materials, as may be determined by the Authority to be required with the distribution of each transponder. The camera-ready copy of any transponder kit materials will be provided by the Authority.		
1.2.8.1. Transponder Inventory Management			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, identifies and supports the transponder recall program and tracks transponder warranty.		
181	The Contractor shall be responsible for ordering (if requested by the Authority), tracking and transporting the transponders at all CSC Facilities, including the OCTA Store WIC.		
182	The Contractor shall ensure that an adequate supply of transponders is available at all times. When the inventory reaches a pre-determined level identified in the Operations Plan the Contractor shall initiate order requests with the Authority, based upon existing inventory and forecasted requirements.		
183	The Contractor shall ensure that an adequate supply of transponder mounting strips, user guides and mounting instructions, and shielded envelopes for transponders are available at all times to accommodate the transponders issued by the I-405 CSC and WIC and the OCTA Store WIC.		
184	CSC issues multiple types of transponders, and as such, the Contractor shall be required to manage multiple types of transponders, possibly from multiple manufacturers/providers.		
185	The Contractor shall receive shipments of transponders and shall reconcile shipment contents with electronic manifests provided by the transponder manufacturer. The waybill shall be reconciled against the original purchase order and scanned into the BOS for tracking and reconciliation purposes.		
186	Monthly, the Contractor shall conduct a physical audit of the transponders that are under its physical control, including for the various transponder types and statuses and quantities. The audit shall compare the physical counts with the BOS counts by transponder type, location and status and completely reconcile any discrepancies. Transponder audit reports shall be included in the Monthly Operations Report.		
187	The Contractor shall support the Authority in their periodic transponder audits that will be no more frequent than quarterly unless discrepancies are found.		
188	The Contractor shall distribute new and recycled transponders, if applicable, using the FIFO inventory method.		
1.2.8.2. Transponder Testing			
	Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Authority will provide Equipment for the testing and programming of transponders.		
189	The Contractor shall test one hundred (100) percent of the switchable transponders and ten (10) percent of each roll of sticker tags in each shipment when the transponders are received from the manufacturer. This testing shall include but not be limited to:		
	· verifying that the transponders function and are correctly encoded;		
	· reading the transponder serial number and verifying that the transponder label, barcode and internal coding are consistent and		
	· ensuring the transponders can be read by simulating functionality on the road.		
190	The Contractor shall return the transponders which fail the testing to the manufacturer in accordance with the Operations Plan.		
1.2.8.3. Transponder Return to Manufacturer			
	When transponders are determined to be defective but have not exceeded their manufacturer's warranty, they are returned to the manufacturer for replacement under warranty.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
191	The Contractor shall track transponder warranty status and manage and resolve all warranty issues with the transponder manufacturer.		
192	The Contractor shall be responsible for ensuring all transponders found to be defective and still under the manufacturer's warranty are returned to the manufacturer, according to the manufacturer's specified return material authorization (RMA) process.		
193	The Contractor shall be responsible for storage of transponders subject to return until such time that the transponder manufacturer accepts the returned transponders.		
194	The Contractor shall be responsible for shipment of the transponders identified for return to the manufacturer.		
195	The Contractor shall track the warranty returns and confirm that the Authority receives the proper credit for the transponders returned under warranty in accordance with the Authority's agreements with the manufacturer.		
1.2.9. Registration Hold			
	California law allows toll agencies to place a hold on DMV vehicle registrations due to unpaid toll Violations. Based on the Business Rules, Operations Plan and SOPs, a Registration Hold may be utilized to enforce payment of a Violation(s).		
196	The Contractor shall place and release Registration Holds using BOS functionality and in accordance with the Business Rules, Operations Plan and SOPs.		
197	The Contractor shall coordinate with the applicable DMV or Third-Party Service Provider responsible for placing Registration Holds on the vehicle registrations and respond to any requests that the entity may have.		
198	The Contractor shall respond to requests from customers related to Registration Holds and the process for releasing the Registration Hold(s).		
199	The Contractor shall initiate a release of the Registration Hold(s) in real-time for customers who have satisfactorily resolved the condition(s) which caused the Registration Hold(s).		
200	The Contractor shall reconcile and account for all payments to the DMV for Registration Hold placement and for any payments collected by the DMV from the Authority's customers.		
201	The Contractor shall support all DMV Registration Holds or other enforcement methods allowed by interstate Interoperability enforcement agreements.		
1.2.10. Collections			
	This Collections process covers the assignment of past due amounts on delinquent FasTrak accounts, and delinquent Violations to the Collection Agencies provided by the Contractor. Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to Collections. Unpaid transactions/trips and fees on FasTrak accounts that are delinquent may also escalate to Collections.		
	Delinquent Violation debts are placed with a Collection Agency.		
	The process of assigning unpaid transactions/trips, Violations, fees and penalties to Collections is called Collections Placement, and is an automated BOS process. However, based on the Business Rules, each Collections Placement may require a quality review and/or the Authority's approval before the Collections Placement file is submitted to the applicable Collection Agency.		
	Prior to a Collections Placement, the Authority may require the Contractor to perform outgoing calls or mail a pre-collections letter to alert an individual of an impending Collections Placement and allow one more chance to make a payment.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Collection Agencies will provide regular collection activity updates to the BOS by electronic interface. Payments for transactions/trips in Collections can be made to the Collections Agency or to the CSC. The Contractor will manage, monitor and reconcile the transfer of Collections Placement files and revenue collected by the Collection Agencies and the CSC.		
202	The Contractor shall provide the Collection Agencies.		
203	The Contractor shall support outbound collections calls and letters prior to Collections Placements.		
204	The Contractor shall verify that the BOS is performing Collections Placements according to the Business Rules, Operations Plan and SOPs.		
205	While it is expected that the Collection Agencies will be the primary payment processors for debts in Collections, the Contractor shall accept payments for amounts in Collections.		
206	The Contractor shall verify that the Collection Agencies are accurately updating the BOS and shall work directly with the Collection Agencies to completely and accurately resolve any issues in a timely manner, including identification and resolution of any discrepancies between what the BOS identifies is in Collections and what Collection Agencies say is in Collections.		
207	Using the BOS and other data sources as necessary, the Contractor shall perform reconciliations including but not limited to:		
	· reconcile files received from the Collection Agencies to the BOS to ensure the files received from the Collection Agencies are correctly Posted to the BOS;		
	· reconcile outstanding Collections balances per the BOS to outstanding Collections balances per the Collection Agencies on a monthly basis, and research and resolve discrepancies and		
	· reconcile amounts collected by the CSC in relation to Collections Placements sent to the Collection Agencies. There should be no duplicated revenue collections on the same Collections Placement.		
208	The Contractor shall review and verify invoices submitted by Collection Agencies, along with required backup documentation and providing feedback to the Authority.		
209	The Contractor shall provide a financial reconciliation between the BOS and the Collection Agencies for a specific customer account at the Authority's request.		
210	The Contractor shall provide assistance to the Collection Agencies regarding the research of disputes when customers contact the Collection Agencies and shall coordinate the resolution with the Collection Agencies.		
211	The Contractor shall update the BOS when notified by a Collection Agency that a customer has been allowed to establish a settlement arrangement to pay a lesser amount or to make periodic payments.		
1.2.11. Bankruptcy			
	The Contractor shall receive and process Notification of bankruptcies related to amounts owed to the Authority by customers. The laws related to bankruptcy are very specific and must be followed closely from initial Notification though final resolution and potentially transaction Write-Off.		
212	The Contractor shall comply with bankruptcy laws.		
213	The Contractor shall document receipt of Notification of bankruptcy within the BOS and place applicable transactions on hold pending the outcome of the bankruptcy process.		
214	The Contractor shall remove DMV Holds for trips subject to bankruptcy proceedings.		
215	The Contractor shall communicate with the Collection Agencies, as necessary, related to a bankruptcy Notification.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
216	The Contractor shall discontinue collection efforts with the Franchise Tax Board for trip subject to bankruptcy proceedings.		
217	The Contractor shall update the status of the bankruptcy in the BOS upon notification of changes or the resolution and perform the necessary steps to ensure that the BOS accurately reflects the outcome including but not limited to dismissing amounts due, processing Write-Offs and reinstating Violations.		
218	The Contractor shall send copies of bankruptcy Notifications to the Authority.		
219	The Authority will notify the Contractor of any bankruptcy proceedings for which the Authority receives Notifications. The Contractor shall update the status of the bankruptcy in the BOS accordingly and notify the applicable Collection Agency.		
220	The Contractor shall follow up with, provide information and respond to requests from all parties including but not limited to customers, attorneys, the bankruptcy courts and the Authority related to a customer bankruptcy proceeding.		
1.2.12. Violation Investigative Review (Disputes), Administrative Review and Hearing Support			
	When a violator receives a Violation Notice, they can contest (dispute) it. Disputes shall be tracked as Cases in the BOS. The Contractor shall follow California Vehicle Code Section 40250 et seq. with respect to disputes and Administrative Review Hearings.		
221	The Contractor shall manage disputes, subsequent resolutions, and support Administrative Reviews.		
222	The Contractor shall receive, research, document and resolve all customer disputes.		
223	The Contractor shall investigate all customer disputes to determine if the contesting person (ROV) is responsible for the Violation.		
224	The Contractor shall mail the results of the investigation to the person who contested the Violation.		
225	When the person contesting a Violation is not satisfied with the results of the Contractor's investigation, they may request an Administrative Review Hearing. The Contractor shall schedule all Administrative Review Hearings and collect payment from the customer in accordance with California Vehicle Code and Authority's Business Rules and SOPs.		
226	The person contesting a Violation can request a waiver of deposit due to financial hardship. The Contractor shall verify that the person is eligible for financial hardship via verification of their W-9 or other Authority Approved process.		
227	The Contractor shall adhere to the California Vehicle Code Violation dispute process and Authority policies.		
228	Once an Administrative Review Hearing is requested, the Contractor shall again review the dispute and organize all related information, using primarily the Evidence Package reports from the BOS, and provide the Authority and the Administrative Hearing Officer with all relevant documentation in a comprehensive Evidence Package.		
229	The Contractor shall develop the processes, for Approval by the Authority, for the hiring and scheduling of Administrative Hearing Officers in compliance with all applicable statutes and manage the entire Administrative Review and Hearing process.		
230	The Contractor shall be readily available in-person to the Contractor-hired Administrative Hearing Officer during the Administrative Review Hearing. Contractor personnel shall be available and support the process per the SOPs and as requested by the Authority.		
231	The Contractor shall provide a Spanish-speaking interpreter to attend and support all applicable Administrative Review Hearing.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
232	The Contractor shall implement all required actions resulting from the Administrative Review Hearing process.		
233	The Contractor shall offer and process reduced Violation penalties in accordance with the Business Rules, Operations Plan and SOPs.		
234	The Administrative Review Hearing will result in either the Violation(s) being dismissed or violator being required to make payment. The Contractor shall make adjustments to the balance due and/or collect payment from the customer and provide notification.		
1.2.13. Banking and Lockbox Services			
	The banking and merchant services for the CSC are comprised of the following:		
	· Banking Services – Banking Services are comprised of the Authority provided depository accounts into which merchant and other deposits are made. The Authority has selected and contracted with a Banking Services provider.		
	· Merchant Services – Contractor-provided merchant services are comprised of the payment processor and acquiring bank.		
	· Refund Account(s) – Bank Account(s) from which customer refunds are made. The Refund Account(s) is part of the Authority's Banking Services.		
	· Lockbox – The Contractor may elect to provide and use a Lockbox Service Provider to receive and process all mailed payments related to customer accounts and Violations.		
	The Authority will retain ownership of the Bank Accounts and will provide the Contractor with the necessary access to act and transact on behalf of the Authority. The Contractor will provide the Merchant Service Provider; the Authority will be the merchant of record for all Merchant Service Providers.		
235	The Contractor shall reconcile the BOS reports to the bank, all customer payments, Lockbox (if applicable) and merchant accounts on a daily basis.		
236	The Contractor shall utilize the Authority's Banking Services and Contractor's MSPs to fulfill the requirement(s) of the bank and MSPs.		
237	The Contractor shall utilize and manage the Authority refund process and associated Refund Account(s) to disburse customer refunds which require the issuance of a check. The Contractor shall reconcile and report on the refund activities.		
238	The Contractor shall coordinate with the Authority-provided armored services with daily pickup at the I-405 CSC and WIC.		
239	The Contractor shall manage a Refund Account from which they will issue checks for the Authority.		
240	The Contractor shall issue all refunds, including checks.		
241	The Contractor shall process any Lockbox Exceptions transmitted by the Lockbox Service Provider within the same day the payment was received from the customer.		
1.2.14. Closing Procedures			
242	The Contractor shall perform closing procedures in an accurate and timely manner in accordance with the Performance Measures, including but not limited to:		
	· perform Posting Day close to finalize counts and revenue for the Revenue Day;		
	· perform month-end close on the last Posting Day of the calendar month and · perform year-end close on the last Posting Day of the Fiscal Year.		
1.2.15. Escheatment (unclaimed property)			

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
243	The Authority follows statutory requirements with regard to uncashed checks issued as a form of refund to customers, violators and other funds deemed unclaimed by the Authority.		
244	The Contractor shall work with the Authority to follow the Escheatment process.		
245	The Contractor shall maintain a register of all uncashed checks. The register shall indicate an unique identification number, such as account number or violator ID number, the name, address, check #, amount of check, check issue date, reason for check issuance, check reversal date, and reason for reversal, if applicable.		
246	The Contractor shall provide the Authority with lists of the uncashed checks eligible for Escheatment and those that have completed the Escheatment process.		
247	The Contractor shall provide information and conduct research as requested by the Authority related to uncashed checks and unclaimed funds.		
248	The Contractor shall reissue checks at the Authority's direction.		
249	The Contractor shall identify the funds as Escheated in the BOS as directed by the Authority.		
250	Prior to Escheatment, the Contractor will advertise a Notice of Publication of Unclaimed Funds that will run once a week for two (2) weeks.		
251	When no inquiries are received, the checks will revert back to the Authority. The Authority will provide the Contractor with a list of funds to either reissue a check for or to revert back to the Authority.		
1.2.16. Write-Offs			
	The BOS will provide the capability for the Contractor to monitor, conduct, and report on Write-Offs of unpaid balances or aged amounts.		
252	The Contractor shall develop a Write-Off procedure that complies with legislation and the Authority's policies.		
253	Contractor shall configure BOS to perform automatic Write-Offs based on the Business Rules for unpaid balances which meet the Approved criteria.		
254	Contractor shall monitor the automatic Write-Offs performed by the BOS and report on these to the Authority on a monthly basis.		
1.2.17. Reconciliations			
	The Contractor shall be responsible for the management of the financial operations of the CSC, including the balancing and reconciliation of all Financial Transactions.		
255	The Contractor's balancing and reconciliation activities, which shall be provided to the Authority on a weekly and monthly basis, shall include but are not limited to:		
	· perform daily balancing and close-out of all shifts;		
	· perform daily balancing of all mailed-in payments;		
	· perform daily and monthly reconciliation of all Bank Accounts;		
	· perform daily and monthly reconciliation of all merchant account activity and fees, including but not limited to Credit Cards and Debit Cards and		
256	· perform daily and monthly reconciliation of all Lockbox activity.		
	The Contractor shall develop a process for identifying, reporting and resolving all errors and discrepancies, which shall be included in the Operations Plan.		
	The Contractor shall perform other financial and transactional reconciliations in an accurate and timely manner, to be provided to the Authority for review, in accordance with the Performance Measures, including but not limited to:		
	· perform daily, monthly and annual reconciliation of all transactions;		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
257	· perform daily, monthly and annual reconciliation of all Interoperable Agency transactions;		
	· perform daily, monthly and annual reconciliation of all transactions placed at a Collection Agency;		
	· perform daily, monthly and annual reconciliation of all Third-Party Service Provider payments and		
	· perform quarterly reconciliation and analysis of accounts receivable for the purpose of recording a provision for uncollectible accounts receivable journal entry.		
258	The Contractor shall perform monthly reconciliations of all Financial Accounts, including roll-forward schedules from prior periods, which will be provided to the Authority for review.		
259	The Contractor shall reconcile all payments received from all payment channels within one day of posting to the system. This shall include the identification and resolution of all reconciliation discrepancies.		
260	The Contractor shall perform reconciliations, including but not limited to:		
	· detailed reconciliation of transactions/trips and revenue, by facility and transaction type;		
	· Bank Accounts;		
	· refunds by refund type;		
	· prepaid account balances;		
	· transponder deposits;		
	· aged accounts receivable;		
	· fees revenue;		
	· penalties;		
	· Write-Offs;		
	· payment transactions and		
	· other cost items and revenues.		
1.2.18. Financial Reporting			
	The Authority reports on a Fiscal Year beginning July 1 and ending June 30. As a public-sector entity, the Authority's basic financial statements are presented in compliance with pronouncements in accordance with the Governmental Accounting Standards Board (GASB) and in conformity with GAAP.		
	While most Financial Transactions are captured automatically through the BOS, some level of manual entry may be required. Reports, including electronic reports and data exports from the BOS, are the primary means by which the Authority will capture financial information related to the operation of the CSC. The financial reports consist primarily of various BOS-generated reports which summarize the financial and operational performance of the CSC. While most reports are automated, the Contractor is expected to provide manual reports for information that is not automated as requested by the Authority.		
261	The Contractor shall utilize BOS-generated reports Approved by the Authority to fulfill reporting needs as described in the Reporting and Reconciliation Plan.		
262	The Contractor shall provide all financial reconciliation and reports to the Authority in a timely manner, but no later than the date(s) prescribed in the Performance Measures.		
263	The Contractor shall provide all data to the Authority in compliance with pronouncements issued by GASB and in conformity with GAAP.		
264	The Contractor shall perform ongoing review of reports at a frequency sufficient to guarantee all reports balance and reconcile to related reports.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
265	The Contractor shall balance, reconcile and verify the content of the reports, including but not limited to:		
	· daily receipts report (by payment method, payment channel and transaction type, including disbursements);		
	· monthly receipts report (by payment method, payment channel and transaction type, including disbursements);		
	· bank reconciliations;		
	· prepaid toll balance;		
	· refunds;		
	· payments to DMVs and other Registered Owner of Vehicle (ROV) Lookup Provider for lookup and Registration Hold fees;		
	· negative balance prepaid customer report;		
	· transaction aging report;		
· customer aging report for Violation Notices, fees, etc.;			
· monthly adjustment report as required by the Authority and			
· transponder inventory reconciliation.			
266	The Contractor shall enter journal entries, check payments and other Financial Transactions into the Authority's general ledger systems on a daily, weekly and monthly basis.		
267	The Contractor shall, at the request of the Authority, provide new vendor setup, including soliciting and providing W9 of the new vendor and setting up vendor information in the Authority's accounting systems.		
1.2.18.1. Audits			
1.2.18.1.1. SSAE-18 Type II Audit			
	The Contractor shall engage an independent auditor to perform an SSAE-18 Type II audit to cover the operations of the CSC and provide the resulting SOC1 report to the Authority. The auditors have a fiduciary duty to the Authority; however, the coordination of the audit, including managing the audit and related requests, managing interviews with staff, and the preparation of any supporting documentation or schedules shall be the responsibility of the Contractor.		
268	The Contractor shall engage an independent auditor, which has been Approved by the Authority to perform the SSAE-18 Type II audit.		
269	The selected independent auditor shall be experienced and widely recognized in the United States for performing these types of audits. (i.e., the selected audit firm shall perform a minimum of ten (10) such similar audits each year).		
270	The Contractor and auditor shall mutually agree on an audit plan, which shall be provided to the Authority for Approval, including regularly scheduled meetings.		
271	The audit shall cover the period of April 1 to March 31 annually, supplemented by a bridge letter covering the period of April 1 through June 30 annually, with the first year covering the Agreement start date through March 31 and the last year covering April 1 through the end of the Agreement Term. The audit periods are deliberately set to include an offset and a bridge letter so that the Authority's auditors have the SOC1 report in time to start their audit work.		
272	The final SOC1 report shall be provided to the Authority no later than June 30 each year.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
273	The Contractor shall comply with all changes to requirements under SSAE-18; in the event SSAE-18 is replaced by a new standard, the new standard shall apply and in the event the SOC1 is replaced by a new reporting form, the Contractor shall submit the new reporting form.		
274	The Contractor shall promptly comply with all audit requests.		
275	The Contractor shall promptly notify the Authority of any concerns raised by the auditors, including but not limited to:		
	· any asserted weaknesses;		
	· limitations on audit scope;		
	· the auditors' inability to carry out the audit;		
	· the Contractor's inability to carry out the audit;		
276	· any projected cost overruns and		
	· time delays in scheduled audit completion.		
276	If there is a material change to the Contractor's operations, the Contractor shall update the initial SOC 1 report and include it on the update to ensure the Contractor is in compliance with the SSAE-18 attestation standards.		
1.2.18.1.2. Quality Audit			
	The Contractor shall conduct daily quality audits. These audits shall encompass all aspects of the CSC Operation as described in the Quality Plan. The Contractor must develop an audit report and provide it to the Authority monthly.		
277	The Contractor shall conduct daily quality audits in accordance with the Contractor's Quality Plan. All deficiencies identified through the audit process shall be successfully corrected by the Contractor. The findings in the audits will result in a monthly report to the Authority.		
278	The Contractor shall institute any corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.		
1.2.18.1.3. Other Audits			
	Other aspects of the CSC are subject to audit by the Authority and/or third parties as well as the Contractor. Results of audits conducted by the Authority and/or third parties, including any prepared audit reports, will be shared with the Contractor, as applicable.		
279	The Contractor shall conduct and/or support the Authority in any Contractor required or Authority led audits relating to the Authority's facilities, toll collection, BOS, and CSC Operations. For example, TIFIA, annual external audits, biennial and triennial audits.		
280	The Contractor shall conduct audits in accordance with the Quality Plan. These audits may include but are not limited to:		
	· internal control procedures;		
	· revenue/transaction reporting;		
	· physical inventory audit;		
	· security audits;		
	· financial audit;		
	· facility inspections and		
	· Authority processing and performance.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
281	As the accountant for the CSC Operations, the Contractor shall supply the Authority's auditor(s) and management with information and schedules as requested and respond to requests from the Authority or its auditors in a timely manner.		
282	The Contractor shall provide the Authority and their designee(s) access to the CSC for the purpose of conducting their audit(s).		
283	The Contractor shall support the Authority by running reports and making all requested documentation available for review.		
284	The Contractor shall support the Authority by making Contractor employees, consultants and other involved subcontractors and parties available for interview by auditors.		
285	The Contractor shall successfully correct all deficiencies identified through the audit process.		
286	The Contractor shall institute all corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.		
1.2.19. Revenue Management			
287	The following forms of payment will be accepted by CSC. The Contractor shall account for, credit to the customers' accounts and deposit into the appropriate Bank Account(s) all payments in accordance with the Performance Measures:		
	· checks (including personal, business, e-check, certified and cashier's checks);		
	· money orders;		
	· cash (United States currency);		
	· Credit Card, including mobile payments and EMV chip integrated circuit card (at in-person locations only) and		
	· Debit Card (PIN-less debit only).		
288	Using the BOS, the Contractor shall accept payments from customers who use any combination of the above payment methods. For example, customers can choose to pay a portion of their balance using a check and another portion using a Credit Card, or using two (2) or more different Credit Cards.		
289	The Contractor shall deposit and post to customer accounts all payments received from all payment channels within the same day the payment was received from the customer.		
290	The Contractor shall deposit any checks received by the CSC electronically using bank-specified check scanners, which shall interface with the bank software.		
291	The Contractor staff shall manually key in check information in the event of a check scan failure.		
292	The Contractor shall manually apply in the BOS any fees which are not automatically applied through the BOS, in accordance with the Business Rules, Operations Plan and SOPs. Examples with these fee types are a returned check fee or a one-time paper statement fee, which must be selected by the user.		
293	The Contractor shall post all customer payments received by operations into the BOS.		
294	The Contractor shall develop a full-cycle chain of custody process (such as, how payments transfer from the mail room to an Authority employee for Posting to the bank for deposit) for all payments and cash balances which shall be included in the Operations Plan.		
	The Contractor shall develop and implement money handling, counting and storage procedures that cover items including but not limited to:		
	· responsibility for all funds until custody of the funds has passed to the Authority;		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
295	· all monies (checks and cash) collected shall be stored in a safe in a secure area until collected or deposited by the bank;		
	· all money handling, counting and storage shall be performed in a secure area and under dual control at all times and		
	· cash shall not be transported through public areas without appropriate security.		
296	The Contractor shall deposit all monies received into the Authority's Bank Accounts.		
297	On a daily basis, the Contractor shall reconcile, balance and report to the Authority all bank deposits of funds received.		
298	The Contractor shall develop and implement customer refund procedures in accordance with the Business Rules to be included in the Operations Plan.		
299	The Contractor shall remit monies to and collect monies from various parties in accordance with the Performance Measures and Operations Plan. Such remittances may be made by check, wire transfer, or book transfer, and may be made by either the Contractor or the Authority, in accordance with the Operations Plan and shall include but are not limited to payments to and from:		
	· customers;		
	· the Authority;		
	· Interoperable Agencies;		
	· Lockbox Service Provider;		
	· DMV;		
· Collection Agencies and			
· Third-Party Service Providers.			
1.2.20. Paper Document Storage			
	The CSC receives and generates paper documents over the course of daily business. These hard copy documents are scanned into the BOS for easy retrieval and association with applicable accounts and Cases on a timely basis and paper documents are shredded. It is anticipated that document storage needs will be minimal and any required space will be provided by the Authority at the I-405 CSC Facility.		
300	The Contractor shall provide and Approved approach for the handling, storage, scanning and shredding of all paper documentation in accordance with the Security Standards.		
301	The Contractor shall scan all paper documentation into the BOS associating each appropriately with applicable account(s) and Case(s).		
302	The Contractor shall redact information in accordance with the Security Standards, Business Rules, Operations Plan and SOPs on the document prior to scanning the paper documentation into the BOS.		
303	The Contractor shall shred and dispose of all paper documentation after it has been successfully scanned in accordance with the Security Standards.		
1.2.21. Interoperability			
	The Authority is already Interoperable with the other toll agencies in California. Over the life of this Agreement, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority will participate in regional and national Interoperability.		
	The Contractor will work in cooperation with all Interoperable Agencies and CSC facilities, and support the Authority with efforts to provide for efficient and successful operation.		
304	Working with the Interoperable Agencies, the Contractor shall facilitate the resolution of interface related issues or errors.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
305	The Contractor shall provide financial and transactional reconciliation with Interoperable Agencies.		
306	The Contractor shall participate in periodic teleconferences and meetings related to Interoperability and other Interoperability organizations.		
307	The Contractor shall provide a point of contact for resolution of issues arising with Interoperable transactions/trips and customer service including dispute resolution.		
308	The Contractor shall monitor and manage the electronic file transfers within the BOS as required.		
309	The Contractor shall manage and reconcile Interoperable receivables and payables.		
310	The Contractor shall provide annual Credit Card rate analysis for the Interoperable Agencies and facilities with which the OCTA I-405 will have an agreement to net out Credit Card fees from revenue. The Contractor shall prepare the netting schedule that provides the net amount that the agencies/facilities transmit to each other.		

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1 Introduction			
	The following describes the Performance Measures for the BOS and CSC Operations. The Authority requires the Contractor to continuously operate the BOS and CSC in accordance with the standards of performance identified in Requirements and these Performance Measures.		
	The Contractor's performance will be both self-monitored and monitored by the Authority and is rated based on the Contractor's ability to meet these Performance Measures, which reflect the minimum performance expected of the Contractor to provide timely and reliable BOS processing and well as the minimum level of customer service.		
1.1 BOS Performance Measures			
	BOS performance will be measured in categories that align with the primary functions of the BOS. The specific method of measuring the Contractor's performance will vary depending on the individual Performance Measure, but will generally be measured either by event, per calendar/Business Day or on a monthly basis. If a Performance Measure is not met, the Contractor is assessed an Adjustment to the monthly fee, based on the calculations described in the table. For some categories, the amount by which the Performance Measure is missed matters in determining how well the BOS is performing, therefore the non-compliance fees increase as the deviation from the Performance Measure increases.		
	Table 1, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown. Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.		
1.2 CSC Operations Performance Measurement			
	The CSC Operations Performance Measures are tracked and reported to measure the ability of the Contractor to execute the key business processes and SOPs required. The Performance Measures are intended to align with the primary functions of the CSC Operations.		
	Some Performance Measures will be used to measure performance of processes that execute multiple times per day, for example, serving customers at the CSC or via the telephone. Other Performance Measures assess the Contractor's performance on the completion of a specific task, for example the completion of accurate monthly reconciliation and Submittal of the reconciliation documentation to the Authority.		
	The specific method of measuring the Contractor's performance will vary depending on the Performance Measure, but will generally be measured on a per item, daily or monthly basis. Non-compliance with the Performance Measures will result in assignment of non-compliance points, which are used to calculate the monthly Adjustments. This process is described in the following section. Regardless of how a Requirement is measured, the Contractor shall provide monthly reporting for all Performance Measures.		
1.2.1.1 Performance Scorecard			
	For CSC Operations performance measurement, each Performance Measure is assigned a weighted non-compliance point value. The value of the non-compliance points assigned depends on the severity of the failure and its potential impact on the Authority's business.		

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Contractor shall develop Performance Measure reports, including the Monthly Performance Scorecard. Failure to comply with the Performance Measure will result in the associated non-compliance points being applied to the Contractor's Monthly Performance Scorecard. If the accumulated non-compliance points reach a specified threshold, the Contractor's invoice for the month will be adjusted by a percentage of the total invoice value, as shown in Table 3.		
	Table 2, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown.		
	Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.		
1.3 Non-Compliance Performance Adjustments			
	The Contractor's performance score will be determined each month by adding the points assessed for non-compliance as described above. A performance Adjustment will be made in each month that the Contractor exceeds the allowable number of non-compliance points up to a maximum monthly Adjustment. The invoice Adjustment will be exclusive of any pass-thru costs.		
1.4 Escalation			
	Non-compliance points will accrue as follows:		
	The first month that a specific Performance Measure is not met will result in the assessment of the initial value of the associated non-compliance points assigned in Table 3.		
	If a specific Performance Measure is not met for a second consecutive month, the non-compliance points assessed for that failure will be doubled for that month.		
	If a specific Performance Measure is not met for a third consecutive month and for all subsequent consecutive months thereafter, the non-compliance points assessed for that failure will be tripled for that month.		
1.5 Corrective Actions			
	Failure to meet a Performance Measure does not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures in the future. This will be documented in a Corrective Action Plan (CAP). For example, if the Contractor fails to completely and accurately resolve 100% of the customer requests within the time required by the Performance Measure, the unresolved customer requests must still be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences. The Contractor must complete activities in a first-in, first-out order (FIFO). Skipping prior day's work in order to catch up with a Performance Measure will not be allowed.		
1	The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures.		
2	Failure to meet a Performance Measure shall not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. Any failure to meet a Performance Measure that requires the completion of a specific action(s), for example completing daily reconciliations or completing image review correctly, which is not completed in accordance with the Requirement, shall not relieve the Contractor of the responsibility to perform in accordance with the Operations Plan and the Requirements.		

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
3	If a Performance Measure involving completing work in certain period of time is missed, the work shall be completed in order, such that the oldest work is completed before starting any newer work. The Contractor shall not skip any prior work and process new work to avoid a subsequent Performance Measure Adjustment.		
4	The Contractor shall develop a Corrective Action Plan (CAP) for each failure to meet a Performance Measure identifying the root cause(s), the extent of the problem and providing a plan to rectify the current situation and prevent future occurrences. For example, if the Contractor fails to completely and accurately resolve customer requests within the time required by the Performance Measure, the unresolved customer requests shall be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences.		
5	The Contractor shall submit the CAP to the Authority for review and Approval.		
6	The CAP provided by the Contractor shall be in a format Approved by the Authority as part of the Operations Plan.		
1.6 Non-Chargeable and Chargeable Failures			
	For purposes of calculating Performance Measures, chargeable and non-chargeable failures are defined as follows:		
	· Non-chargeable failures are those failures identified in the following section. Adjustments will not be assessed for non-chargeable failures.		
	· Chargeable failures are any failures not specifically identified as non-chargeable. Adjustments will be assessed for chargeable failures.		
1.6.1 Non-Chargeable Failures			
7	Non-chargeable failures are limited to:		
	· Force Majeure, as defined in the Agreement;		
	· BOS failures caused by environmental or operating conditions outside of those that the Contractor controls as established in the Requirements;		
	· Preventive Maintenance as allowed in the Maintenance Plan and failures that are the responsibility of other contractors and Third-Party Service Providers that are not contracted through or provided by the Contractor as determined by the Authority.		
1.6.2 Chargeable Failures			
8	Chargeable failures shall include any failures not specifically identified as non-chargeable.		
1.7 Performance Reporting			
	The Contractor is required to provide the Authority a Monthly Operations Report that includes the Contractor's Performance Reports and Monthly Performance Scorecard. The Contractor's Performance Report will include a series of reports detailing the Contractor's performance against each Performance Measure and details related to the failure events that resulted in the non-compliance. The Contractor's Performance Report shall contain all information necessary for the Authority to verify the Contractor performance as reported by the Contractor.		
9	The Contractor shall prepare and submit to the Authority the Performance Reports as part of the Contractor's Monthly Operations Report on an agreed-upon day each month as defined in these Requirements.		

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
10	The Performance Report shall include: 1) a Monthly Performance Scorecard calculating the non-compliance points assessed that month, if applicable; 2) a series of reports that is comprised of one (1) report per Performance Measure, detailing the Contractor's performance against the Requirement that month supporting the Monthly Performance Scorecard for each Performance Measure, and 3) a historical report detailing the Contractor's performance against each Requirement for the most recent 13 months. Copies of all CAPs related to failures for that month must be included.		
11	The Contractor shall provide the required Monthly Operations Report to the Authority before an invoice will be considered for payment.		

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Orange County Transportation Authority

1 CHAIRMAN ANDREW DO: So that wraps our
2 consent calendar. We move on now to Item Number
3 16.

4 KIRK AVILA: Good morning, Mr. Chairman
5 and members of the Board. I'm Kirk Avila,
6 general manager of OCTA's Express Lanes programs.

7 I'm here this morning to go over the
8 recommendations for the 405 Express Lanes back-
9 office system and customer service center
10 operations procurement.

11 Next slide, please. Before I discuss
12 the recommendations, I wanted to provide the
13 Board with some background and details on the
14 types of services we are procuring.

15 About a year ago in June 2020, the
16 Board approved the evaluation criteria and
17 waiting's for the procurement, and authorized the
18 release of the request for proposals for the
19 back-office system and customer service center
20 operation services for the 405 Express Lanes.

21 The 405 Express Lanes are being built
22 as part of the larger 405 improvement project
23 that began construction back in 2017. This
24 procurement and many other services being
25 procured are similar to the recently completed

1 back-office system and customer service center
2 operations procurement for the 91 Express Lanes.
3 The 91 Express Lanes procurement was completed in
4 2019.

5 In developing the scope and the
6 procurement documents for the 405 Express Lane,
7 the OCTA worked with HNTB, who serves as the
8 project management consultant for the 405, and
9 used the 91 Express Lanes document as a starting
10 point for the development.

11 A couple of difference between the 405
12 and 91 procurements include the 405 as a
13 federalized project and therefore has a
14 (indiscernible), and the 91 procurement was a
15 joint procurement with RCTC, which we will be
16 splitting the costs with them for the 91.

17 The 405 Express Lanes are projected to
18 open in the fall of 2023, providing a two-year
19 period for the selected contractor to design and
20 implement the new system. This is a typical
21 period of time provided to contractors prior to
22 an opening or transition of services.

23 Next slide please. For this next
24 slide, I wanted to take a moment and highlight
25 the major procurements we have completed and

1 still need to complete for the 405 Express Lanes.

2 I mentioned the 405 Express Lanes as
3 part of the 405-improvement project, the design-
4 build team of OC 405 partners was selected and
5 approved by the Board in November of 2016. In
6 2018, the Board took action and selected Kapsch
7 TrafficCom USA to provide the in-lane system,
8 electronic signage, cameras, and traffic
9 operations, and our staffing for the 405
10 corridor.

11 The procurement we're discussing today
12 is highlighted here in yellow, and I'll get into
13 the details of these services on the next slide.

14 Lastly, we'll be requesting the Board
15 release the procurement for the roadway services
16 in spring of 2022. These services include
17 providing roadside assistance to our customers,
18 which include fixing flat tires, providing gas,
19 and escorting vehicles to a safe area.

20 Next slide please. This next slide
21 highlights some of the major areas of this
22 procurement, and I'll highlight some of them.

23 The procurement includes the design,
24 development, implementation, and maintenance of
25 the back-office system. The back-office system

1 is a core function of the 405 Express Lanes, and
2 its functions are many. It retrieves data from
3 the in-lane system and charges the appropriate
4 toll fee to the customer's account or establishes
5 a violation for the trip, if applicable.

6 The back-office system also has the
7 ability to interact with the 405 Express Lanes
8 website; inventory system for the transponders,
9 the phones, interactive voice response system
10 component; and interfaces with the credit card
11 processing agencies and collection agencies. The
12 procurement includes the hardware and software to
13 support the systems provided.

14 Customer service includes providing
15 staffing for the walk -- the call and the walkup
16 center where customers can address account or
17 violation issues.

18 Violation processing and collections
19 involve dealing with the users of the facility
20 who don't have an active account, issuing
21 notices, and transmitting files to a collection
22 agency.

23 Revenue collections and transaction
24 processing includes ensuring that transactions
25 are properly posted to customer accounts, and

1 revenues are deposited in our bank account.

2 The selected vendor will also be
3 responsible for providing and supporting the
4 telephone system which includes the hardware and
5 software system associated with the IVR system
6 and the contact center system, which allows for
7 calls to be distributed to agents based upon the
8 (indiscernible) or violation.

9 Next slide please. This next slide
10 provides information on the results of the
11 procurement. The RFP was released in early
12 December of 2020, and a preproposal conference
13 was held in early January 2021. Responses were
14 submitted in late March 2021, and an evaluation
15 committee was created that includes staff members
16 from other tolling entities plus representatives
17 from OCTA's Express Lanes program.

18 In total, we had four different
19 agencies represented with tolling experience on
20 the evaluation committee. These subject matter
21 experts only evaluated the technical component of
22 the proposal, everything but the cost. The cost
23 was added to the evaluation scoring after the
24 review was completed.

25 Three proposals were received, and two

1 firms were interviewed. The firms were Cofiroute
2 USA and WSP USA Services. The evaluation
3 committee recommends the selection of WSP USA
4 Services after reviewing the written proposals,
5 the interview process, and the best and final
6 offer submission.

7 The WSP bid was not the lowest price,
8 and I'll go over costs on the slide in the next
9 couple of minutes. Despite the higher cost, the
10 evaluation team recommends award of the contract
11 to WSP for the following reasons.

12 WSP has teamed up with electronic
13 transaction consultants or ETC with ETC providing
14 the back-office system, and TTEC Government
15 Solutions providing the Omni channel
16 communications platform.

17 WSP team has a large and diversified
18 portfolio of back-office systems, tolling
19 deployment, and customer service center
20 operations. These include clients in Colorado,
21 Minnesota, Washington, Texas, Louisiana, Georgia,
22 and Utah. The WSP team proposed staff that are
23 highly qualified and have direct relevant
24 experience with the project's (indiscernible).

25 The project manager assigned to the 405

1 has 15 years of tolling experience working in San
2 Diego on the I-15 Express Lanes. In addition,
3 this person has also worked on OCTA's 91 Express
4 Lanes project and on the 405 in-lane toll system
5 implementation.

6 The tolling software technology manner
7 for -- technology manager for the back-office
8 system has delivered 11 major tolling projects
9 around the country. The customer service center
10 manager has experience working at LA Metro at
11 their call center where they were responsible for
12 a staff of over 130 people.

13 All proposed key personnel for WSP have
14 at least 10 years tolling experience, and key
15 personnel at ETC have 17 years' experience. The
16 majority of WSP's key personnel show 100 percent
17 availability and commitment to the 405 project.

18 WSP's team highlighted their integrated
19 back-office system solution and their experience
20 deploying cloud-based solutions. Their back-
21 office systems integrated with the interactive
22 voice response system, the website, and other
23 platforms such as chat, e-mail, social media.

24 WSP's team emphasized innovation and
25 robustness of back-office solutions by providing

1 an extensive library of prebuilt and ad hoc
2 report templates, and the proposal included
3 additional safeguards around customer data.

4 WSP's back-office system and customer
5 service center approach is customer-centric,
6 emphasizing optimization of the customer
7 experience and satisfaction with the diversified
8 workforce and an emphasis on securing customer
9 data.

10 Next slide please. The proposed cost
11 for the shortlisted firms is provided on this
12 next slide along with the comparison to the
13 independent cost estimate. This slide drills
14 down on the differences between pricing by each
15 of the firms.

16 Line 1 indicates -- or Line 1 includes
17 the next two years of implementation for the
18 back-office system. There's a 1.6 million cost
19 differential between the firms.

20 Lines 2 and 3 cover the operations and
21 maintenance period after the opening of the 405
22 Express Lanes, separated by back-office operation
23 and maintenance on Line 2, and customer service
24 center operations and maintenance on Line 3.

25 If you combine the amounts on Line 2

1 and 3 for each of the firms, there is about a 5.5
2 million differential between the firms.

3 You can see from the table that there's
4 large differentials in the pricing for each
5 category for each of the firms. The gap is due
6 to the different approaches the proposers use in
7 building their respective pricing proposals. It
8 appears that one firm priced by function, the
9 back-office system activities versus customer
10 service center activities, whereas the other firm
11 priced by company.

12 What we can see from the proposals is
13 that Cofiroute had a higher operations and
14 maintenance cost with a back-office system, and
15 WSP had a higher cost of the customer service
16 center operations and maintenance. The key
17 difference in the 5.5 million cost differential
18 from the combination of Lines 2 and 3 was due to
19 the fact that WSP is providing more labor with
20 higher wages for the customer service center and
21 operational function, as you can see from the
22 footnote at the bottom of the slide.

23 The initial term covers a six-year
24 period after go live plus an approximate two-year
25 period of implementation prior to the go-live

1 period, so a total of approximately eight years.
2 Option Term 1 covers a three-year period, and
3 Option Term 2 covers a two-year period.

4 In total, the cost listed on the bottom
5 of the slide is for a 13-year period. The Board
6 will only be approving the initial term. There
7 is an approximate \$8 million cost differential
8 between the two firms during the initial term,
9 and about a \$5.4 million cost differential for
10 the total 13-year term of all option years are
11 exercised.

12 Next slide please. Staff
13 recommendations are listed on this next slide.
14 Based upon the work performed by the evaluation
15 committee, staff recommends that the Board
16 approves the selection of WSP USA as the firm to
17 provide the back-office system and customer
18 service center operations for the 405 Express
19 Lanes.

20 The second recommendation is to
21 authorize the CEO to negotiate and execute
22 Agreement No. C-0-2690 between the OCTA and WSP
23 USA Services Inc., in the amount of \$110.98 to
24 provide the back-office and customer service
25 center operations services for the 405 Express

1 Lanes for an initial term up to eight and a half
2 years, with one three-year, and one two-year
3 option terms.

4 Next slide please. If approved by the
5 Board, staff will work to finalize the contract
6 and issue notice to proceed with the selected
7 firm. Once the new agreement is executed and NTP
8 is issued, staff will work with the selected
9 contractor on the design documents, attend
10 workshops, and provide input and assist with the
11 development of the new operational system over
12 the next few years.

13 In the coming months, staff will return
14 to the Board with a recommendation for a location
15 for the customer service center and operation
16 center for the contractor staff. We are
17 currently reviewing various lease and buy
18 options.

19 As mentioned earlier in the
20 presentation, we will seek the Board approval for
21 the release of the roadside services RFP in 2022.
22 These services will be in place prior to the
23 opening date of the 405 Express Lanes in fall of
24 2023.

25 Mr. Chairman and Board members, that

1 concludes my presentation. I'd be happy to
2 answer any questions. Thank you.

3 CHAIRMAN ANDREW DO: Thank you, Kirk.
4 I'm not seeing any hands raised. Let me start
5 with a few comments.

6 From my experience on different
7 agencies as well as at the county, software is
8 probably the most difficult to implement, and to
9 have a system that customized and then be
10 expected to run smoothly from day one is a
11 challenging task.

12 And then when you -- and balance that
13 out with having to deal with multiple partners to
14 run different functions of an operation, that
15 increases the complexity exponentially,
16 increasing the risk of not having things work
17 that well increase significantly.

18 I also want to -- us to think about the
19 challenges that we have had sometimes with
20 vendors, some of whom we deal with today, and put
21 in context that when we have a vendor we have
22 been working with for close to 20 years, that had
23 been providing good service, never any complaint,
24 no change order, from time to time. I think that
25 type of track record should, you know, should be

1 a significant thing that we want to focus on.

2 And when you break down the scores
3 between the two finalists, the difference isn't
4 great. And what I notice is the difference is
5 mostly based on subjective preferences as far as
6 the features that staff feels that may be
7 beneficial in the future to incorporate, but that
8 wasn't part of the RFP necessarily, so that kind
9 of depends on how proactive someone is in putting
10 that kind of information on an RFP.

11 But on the core function that was
12 covered by the RFP, staff will I think -- in my
13 conversation anyway -- indicated to me that both
14 of the finalists, WSP and Cofiroute, are capable
15 of doing the work. And if necessary, Cofiroute
16 can also scale up to be able to provide the
17 amenities that we want.

18 And so I just want to put that out
19 there that I know we -- probably most of us have
20 met with WSP already, and a lot of assurances
21 have been given to us as to future performance.
22 But I think what we have today, what we have
23 enjoyed from Cofiroute, like I said, close to 20
24 years of good experience should count for
25 something.

1 So I want to start off discussion with
2 those comments, and I will now look for hands
3 raised.

4 Supervisor Chaffee

5 SUPERVISOR DOUG CHAFFEE: Yes, thank
6 you. I noticed the contract itself was not
7 attached. Is that going to be provided to us
8 separately at a later date?

9 MAN 1: Mr. Chairman, as part of the
10 RFP process that the Board approved previously,
11 the draft contract was included at that point, so
12 our policy states that we would not make changes
13 to that that are substantive in nature. So the
14 contract was presented to the Board with the RFP
15 release.

16 SUPERVISOR DOUG CHAFFEE: Okay. I'm
17 sorry. That was some time ago, and I don't
18 remember all the provisions and how that might
19 relate to the selection made.

20 I was concerned when I learned about
21 the recommended vendor being late on a provision
22 with the state of Washington, and apparently they
23 paid a penalty, and then some unhappiness with
24 their services in both Florida and Texas. I
25 wonder if any of the negatives are actually

1 investigated by the RFP committee.

2 MAN 1: Mr. Avila?

3 KIRK AVILA: Yes. Director Chaffee,
4 Kirk Avila, general manager. Yeah. So the
5 reference checks are part of the evaluation
6 committee, and I'll defer to the director of the
7 procurement in a second.

8 But the evaluations are part of the --
9 references are part of the evaluation committee.
10 Reference checks are done. In this particular
11 instance, I believe -- and I'll defer to the
12 director of contracts. I believe there were 10
13 reference checks that were done, including the
14 one in Washington as well.

15 So Pia, would you like to comment on
16 the different reference checks that are done for
17 procurement?

18 PIA VEESAPEN: Yes. Good morning, Mr.
19 Chairman and members of the Board. Pia Veesapen,
20 director of CAM.

21 We did conduct several reference
22 checks, as this is the process -- part of the
23 procurement process and evaluation, and we did
24 reach out to all the reference checks provided by
25 (indiscernible) also provided reference checks

1 for their subcontractor as well.

2 So in this case, WSP provided reference
3 for the E-470 Public Highway Authority. The
4 positive references came back, said that WSP was
5 easy to work with, always open to improvement,
6 and worked with the organization to collectively
7 reach the organization's mission.

8 We also contacted Illinois Tollway, and
9 it was indicated the WSP is always responsive,
10 practice in meeting their needs, and their
11 expertise and knowledge based on their industry
12 and technical issues were superb.

13 We also reached out to Northwest
14 Parkway, and WSP continuously supports their toll
15 operations services, so they had a mutually
16 supportive working relationship between all
17 levels of their organization.

18 As far as ETC, we spoke with
19 individuals from the Harris County Toll Road
20 Authority, and ETC's project with the back-office
21 implementation, the project team was large, and
22 involvement ranged from their CEO to their
23 development staff, and their overall performance
24 was good. They had some responses to changes as
25 well as addressing issues, and it was indicated

1 that ETC's technical abilities are strong, and
2 management did a great job on that.

3 Same thing with Cofiroute. Received
4 some reference back from Riverside County
5 Transportation Commission in that Cofiroute did
6 an excellent job on their RCTC and 91 Express
7 Lanes as well as positive comment coming back
8 from the Central Texas Regional Mobility
9 Authority.

10 So pretty much all the references came
11 back very positive.

12 SUPERVISOR DOUG CHAFFEE: Did you check
13 with the Washington State Department of
14 Transportation regarding the penalty paid by the
15 vendor for delay in implementation?

16 PIA VEESAPEN: Yes, we did. The
17 comments we received from the Washington State is
18 that in the beginning, there was - it was a rough
19 beginning, and Washington State said that the
20 issues were not all on ETC. The agency had some
21 of their own issues, but ETC pulled it together
22 towards the end, and now they have a great
23 working relationship.

24 SUPERVISOR DOUG CHAFFEE: Okay. Well,
25 thank you for clarifying that. I was concerned

1 that they had to pay a penalty for the startup
2 delays.

3 I think I would like to have the
4 comfort of going with the vendor that has worked
5 with us for so long and has performed superbly.
6 I see less risk in that than going to a totally
7 new vendor, and the issue of having two separate
8 vendors on a similar claim, one on the 405, one
9 on the 91. I would feel more comfortable if they
10 were they same, and so I would -- I'm probably
11 going to vote no on this, so I think you for your
12 comments. I appreciate carrying some of the
13 points that were of concern to me.

14 CHAIRMAN ANDREW DO: Okay. Supervisor
15 Bartlett?

16 SUPERVISOR LISA BARTLETT: Thank you,
17 Mr. Chair.

18 So both of these vendors -- I've done
19 some research -- are excellent. One is our
20 current vendor, and the new vendor is a good
21 company as well.

22 I'm curious as to get staff's input, so
23 Kirk, if you could elaborate. Relative to --
24 they take a different approach. One firm took
25 the approach to identify and put financial and

1 other resources into the back office, and the
2 other flipped it and decided to put all of the
3 financial resources and person resources into the
4 customer service, so completely different
5 approaches. Can you give us the rationale for
6 each company's thought process relative to that?

7 KIRK AVILA: Yes.

8 SUPERVISOR LISA BARTLETT: And why they
9 thought it was more important to do one versus
10 the other, and then the other one flipped?

11 KIRK AVILA: Yes, Director Bartlett,
12 I'll approach that. It's not that they put all
13 their resources in a particular area. I believe
14 it was the way they responded to the pricing
15 component of this sheet.

16 And as I mentioned, when they looked at
17 the pricing, one firm did it one way. The other
18 firm did it a different way. It's not that
19 they're putting -- although WSP team does have
20 more people allocated to their customer center --
21 I did mention that -- but with respect to the
22 pricing, there's a little bit different approach
23 that each of the firms took.

24 I'm going to refer to Dan Baker really
25 quickly on that from HNTB. He provided

1 assistance in reviewing the pricing scoring
2 sheet. And Dan, can you address really quickly
3 how each of the term -- each of the firms
4 approached the pricing of the pricing seats for
5 responding to proposals?

6 DAN BAKER: Yes, I can. And thank you,
7 Chairman and Board, for letting me be part of the
8 meeting today. I'm Dan Baker. I'm with the
9 project management consultant group.

10 So what I was explaining to Kirk,
11 there's obviously a large difference in two
12 categories in the pricing. One was in the back-
13 office system administration -- and these are two
14 categories that begin after implementation.

15 The implementation costs, as you saw in
16 the presentation, were within one point some
17 million of each other, relatively close. But
18 there was a huge differential in two categories,
19 one in the back-office administration category,
20 and one in the CSC category. One to do with the
21 system and its operation and one more to do with
22 the customer service center operations and
23 typically more labor.

24 Okay. So in the original pricing,
25 Cofiroute was at 50 million on the back-office

1 system administration, and WSP was at 18 million.
2 In the CSC operations category, Cofiroute was at
3 33 million. WSP was at 71 million, so a large
4 discrepancy.

5 So what I did was go in and do -- but
6 it wasn't an apples to apples. They put
7 different things in different categories. And
8 the bottom line is WSP is delivering more
9 technology as part of CSC operations, so they --
10 and their pricing for CSC operations, they're
11 pricing the customer contact system. They're
12 pricing people doing QA. They're pricing people
13 doing system administration of the customer
14 contact system. Okay.

15 Those costs -- and Cofiroute's are over
16 on the system side. All the system labors and
17 services are pretty much over there.

18 So when I did that -- when I did a --
19 to try to bring them into alignment, I took from
20 WSP the typical systems and labor that we would
21 see on the systems side, and that was about \$22
22 million worth of adjustments.

23 So after that adjustment, the post-
24 adjustment numbers were Cofiroute was at 50
25 million for the system administration, and WSP

1 was at 40 million, a much -- so they went from 18
2 to 40 once I took those and better aligned for an
3 apples-to-apples comparison the labor and the
4 systems.

5 Likewise, on CSC operations, it went
6 from 33 -- it went from a differential of 33
7 million to 71 million, to a different of 33
8 million to 48 million. And even after the
9 changes, as Kirk mentioned, there remained some
10 items that were the reason for the cost
11 differentials, okay, and so we identified them.

12 On the Cofiroute side, there was things
13 such as escrow, and bonding, and insurance, and
14 some higher labor rates on the system side, and
15 then for Cofiroute, there remained -- they had
16 more people, and people are -- over the term of a
17 long-term contract -- are a high-expense item.
18 WSP had higher costs with their consumables and
19 with the facilities and things like that, and
20 they had the -- and they had the higher labor
21 rate on that side.

22 So those things can -- were the primary
23 contributors to the -- to the deltas that
24 remained after we -- but after the adjustment,
25 they were much more in line than they were

1 previously, if that makes sense.

2 SUPERVISOR LISA BARTLETT: Okay. That
3 does. Thank you. But -- so Kirk and Dan, second
4 question, relative to the 91 -- so OCTA has 10
5 miles of the 91 Express Lane, and it's
6 essentially that one ingress and egress point.

7 The I-405 project will help multiple
8 ingress and egress points spanning two counties
9 etc. Do you think it -- is it more complex on
10 the I-405, or is it just having to scale up
11 relative to the I-405 project versus the 91
12 Express Lanes as far as complexity, the needs,
13 requirements, the ability to monitor, catch
14 violators, etc.?

15 KIRK AVILA: Director Bartlett, yes.
16 The 405 Express Lanes will -- from a technical
17 aspect will definitely be a little bit more
18 challenging than 91, as you mentioned. For OCTA
19 side, you have one in, one out at the county
20 line. The 405 will have multiple tolling spots,
21 and an ingress and egress.

22 The business rules will be very
23 similar. However, in tracking down violations,
24 we're going to be relying upon switchable
25 transponders for that for the 405 Express Lanes.

1 For the 91, we have a dedicated lane for HOV
2 travel.

3 You have slightly different business
4 rules with respect to the HOV policy on the 91.
5 You have an HOV 3 ride free policy for most of
6 the time with the exception of Monday through
7 Friday, eastbound 4 to 6 p.m.

8 On the 405, you have a different
9 approach on the HOV. The HOV 3s travel for free
10 all times, and then HOV 2s travel for free during
11 the non-peak hours, and those non-peak hours are
12 staggered throughout the week.

13 So there are some differences there,
14 but the complexities are -- there are
15 complexities between the 405 and differences
16 between the 405 and the 91 because of those
17 ingress-egress points and the configuration and
18 design of the 405.

19 SUPERVISOR LISA BARTLETT: Okay. So in
20 your opinion, are both firms capable of handling
21 the increased level of complexities on the I-405
22 project?

23 KIRK AVILA: Yes. Director Bartlett,
24 as Chairman Do mentioned at the outset, staff
25 believes that both firms are capable of handling

1 the services and the scopes required as part of
2 this procurement.

3 But one thing I do want to mention --
4 this is not solely a back-office system
5 procurement. We've decided to combine this with
6 the customer service center component, and the
7 combination of those two make up this
8 procurement.

9 So if -- the back office is key. Don't
10 get me wrong. This back office is very
11 important, but the customer-facing component of
12 this procurement is extremely important as well.
13 You know, we'll have customers using the express
14 lanes on the 405. We'll have violators,
15 unfortunately, that we're going to have to deal
16 with, so those customer-facing or violation-
17 facing components of this procurement are also
18 extremely important in addition to the back-
19 office system.

20 SUPERVISOR LISA BARTLETT: Okay. So
21 one of the differences you're saying is that the
22 91 Express Lanes is pretty much back office, but
23 the I-405 is back office plus customer service.
24 Is that correct?

25 KIRK AVILA: Director Bartlett, just to

1 clarify, the 91 does include the customer service
2 component as well.

3 SUPERVISOR LISA BARTLETT: Okay.

4 KIRK AVILA: That procurement includes
5 that as well, but the complexities are a little
6 bit different with the 405, given the different
7 HOV policies, given the fact -- given the fact
8 that there's no dedicated HOV lane to ingress-
9 egress points, slightly different than the 91
10 Express Lane.

11 SUPERVISOR LISA BARTLETT: All right.
12 Thank you much.

13 CHAIRMAN ANDREW DO: Supervisor Wagner?

14 DIRECTOR DONALD WAGNER: Thank you, Mr.
15 Chairman. I did have an opportunity to meet with
16 the WSP folks. I came away quite impressed with
17 the level of skill, the dedication, the --
18 frankly, the eagerness they have to serve us and
19 to serve us well. But then as I go through the
20 staff report and listen to the presentation
21 today, it doesn't entirely reflect some of the
22 differences and distinctions.

23 I really think you -- you know, you hit
24 on some stuff in your introductory comment that
25 we don't want to lose sight of.

1 You know, I go through the staff report
2 on the last page, or almost the last page, Page
3 24. You've got these bullet options where WSP
4 and ETC are apparently superior in staff's
5 impression than Cofiroute, but, you know, I look
6 at like the very first one. WSP and ETC have a
7 larger and more diverse portfolio. But at the
8 end of the day, we -- OCTA -- we are in
9 Cofiroute's portfolio, and I didn't hear in the
10 presentation, or I don't read in the staff
11 report, any dissatisfaction with the job
12 Cofiroute did with us in its portfolio.

13 We've got a statement in here that the
14 planning, technical, and operational aspects of
15 the work and onsite staff available support the
16 higher price, but nobody's identified
17 shortcomings in Cofiroute in those areas that, to
18 my mind, justify this significant additional
19 increase in taxpayer dollars going to fund this.

20 Nowhere in the report does it say, "Oh,
21 405 is more complicated than 91. It's got more
22 entry and exit points." Really, the only knock
23 on Cofiroute in here is that -- on Page 9 of the
24 staff report, questions remain about the risk
25 involved in Cofiroute's plan to promote employees

1 from within, etc., which isn't a risk ever
2 identified with the 91. It isn't anything that
3 someone has said -- has hurt us with the 91 and
4 Cofiroute's performance in the 91.

5 I just -- you know, I hate to second
6 guess staff, but I just don't think the -- you
7 know, the argument's been made, the loop -- you
8 know, the circle's been closed here to in fact
9 justify bringing on a new vendor, making the
10 kinds of changes that are suggested here.

11 So I'm a little troubled, a little
12 unsure why we are spending all of this extra
13 money without being able to identify the
14 shortcomings on the 91 in Cofiroute's performance
15 with us in its portfolio that justifies making
16 the transition.

17 Thanks, Chairman.

18 CHAIRMAN ANDREW DO: Thank you.
19 Director Hennessey?

20 DIRECTOR MICHAEL HENNESSEY: Got the
21 mute. Thank you, Chairman Do.

22 Colleagues, this was vetted at the
23 finance committee, and I think we spent a lot of
24 time at it and asked a lot of deep questions, and
25 I think we were -- probably had an hourlong

1 discussion on it. And ultimately, it was
2 approved with a unanimous vote in support of
3 staff's recommendation.

4 A couple of things I would just bear in
5 mind as we go forward, things that kind of stood
6 out to me. I want to -- I do want to begin --
7 and I said this at committee, that I think it
8 should be acknowledged that this toll road is
9 arguably -- well, probably is the most successful
10 toll road in the United States and, you know,
11 arguably one of the most successful toll roads in
12 the world, and Cofiroute was our partner in that,
13 and they are part and parcel of that success, and
14 I think they've done a fabulous job for us.

15 That said, we have a different set of
16 circumstances over on the 405. We have federal
17 funding, and we're going to be going out for a
18 competitive bid. And I think we've just got to
19 be clear that if we're going to go out to the
20 marketplace and conduct what we believe is a
21 competitive bid and useful to spend time, effort,
22 and resources, their money, in bidding, that we
23 would give them a fair shake. The criteria ought
24 to be applied equally.

25 And I think in this particular

1 circumstance, the Board approved the criterion
2 that we went out with. If we wanted to sole
3 source -- I don't know -- Kirk, remind me. Could
4 we have sole sourced on this project? Could we
5 have sole sourced this particular endeavor?

6 KIRK AVILA: Director Hennessey, no.
7 This is a federalized project. We have to go
8 through a procurement process.

9 DIRECTOR MICHAEL HENNESSEY: Okay.

10 KIRK AVILA: That's part of the Board's
11 policy with regards to procurement.

12 DIRECTOR MICHAEL HENNESSEY: Okay. So
13 I -- I mean, I personally don't -- if you really
14 want somebody bad enough, and if it's not
15 federalized, and we can do it, I don't -- I'm not
16 opposed to sole sourcing if we think that that's
17 in the best interest of the taxpayer. But in
18 this instance, that's not what we've gotten.
19 That's not what we can do.

20 We went out into the market once and
21 didn't get sufficient response in the marketplace
22 because people assumed that it was just, I
23 believe, just kind of a flat slam-dunk towards
24 Cofiroute. And so we went out again and said,
25 "No, no. It's a real procurement. Let's have a

1 real competition," and we did.

2 And you know, one of my concerns is,
3 you know, if we set the rules of the match, and
4 then we have a fair fight, and you don't like --
5 and somebody doesn't like the result after the
6 fact, I think you don't go change the rules. I
7 think what we do is we say, "Okay. Well, maybe
8 next time we do it a little differently if we
9 don't like the way it came out," but we had a
10 chance to change those rules beforehand, and we
11 didn't.

12 And I've not heard anything so far that
13 tells me that this was not a -- kind of a fair
14 procurement, and that something -- there was a
15 violation in process or something.

16 And so using the standards that the
17 Board approved, they had a procurement, and it --
18 you know, this was the result. That said, you
19 know, certainly there are contractors that we've
20 had great success with on freeway construction
21 projects, and I haven't heard so far yet the
22 logic used that, "Well, we had a successful
23 contractor on a freeway project. Let's give them
24 all the next 12 projects." We bid it each time.

25 And because why? Because competition

1 is good. Competition in the marketplace makes
2 people sharpen the pencils. It makes you not
3 take your customer for granted, and it makes you
4 do your best every time.

5 And so I look at this, and I've looked
6 -- you know, talked with -- and met with both
7 parties. And again, no criticism in here is
8 implied of Cofiroute, but we conducted, you know,
9 interviews with both parties, many of us on the
10 committee.

11 And what I came away with this is that
12 you have folks here that are sophisticated, that
13 are fully capable of doing this. They've
14 actually gotten some innovations I'm very
15 interested in seeing there, seeing them implement
16 as far as, you know, technology and customer
17 interfacing, and improving that customer
18 relationship and being more responsive to our
19 customers. And we could go into that more if you
20 want to, but I think if they've got neat stuff.

21 And if I look forward, you know, this
22 isn't the only procurement we're going to do for
23 tolling. And in the future, we're going to do
24 more tolling procurement, and I like the idea
25 that if WSP is successful, we might have two

1 really good vendors who know us, who work well
2 with our staff, now competing for the next
3 tolling project that we do, or if we end up
4 combining systems.

5 You know, we've got -- now we've got a
6 marketplace of one, and thankfully they've been
7 good. But I think it certainly doesn't put our
8 agency in a bad position to have two credible
9 choices.

10 Now, if we get down the road and we
11 find out that WSP doesn't perform in a fashion
12 that we're happy with, well, that can -- that'll
13 play out in the next procurement.

14 But right now, I've not seeing anything
15 in process that tells me we shouldn't go with
16 staff's recommendation, and I think it will
17 actually leave us in a better position.

18 And I'm certainly -- and I do also want
19 to extend my thanks to the members of the finance
20 committee. They had a really robust dialogue and
21 a debate, and I think members of our committee
22 came in with one point of view and wound up with
23 another point of view after the give-and-take of
24 this thing and a thorough examination.

25 So I just want to -- you know, however

1 this comes out, I just want to thank the finance
2 committee for doing what is an excellent job for
3 doing their job robustly, and I'm in support of
4 staff's recommendation for the reasons that I've
5 just stated. And I'll make the motion to
6 approve.

7 CHAIRMAN ANDREW DO: Before I call on
8 Director Hernandez, I agree with you, Director
9 Hennessey, that the committee deliberated on
10 this, and there were divergent viewpoints in the
11 beginning.

12 That does point out the validity of the
13 process that we are taking on in that, as
14 directors, we look at different factors, and then
15 we come up with our own solution -- or
16 conclusion.

17 But I think to couch it as changing the
18 rules or second-guessing staff, I think that's
19 not -- that's not what we do here. We are
20 entitled to our own opinion and our own
21 assessment, and we put different weights on
22 different factors because if going with -- or
23 going against staff's recommendation is to second
24 guess people or changing rules, then why don't we
25 just implement a thing where if the -- we just go

1 strictly by the scores. Then what's the point of
2 the Board of Directors discussing and exercising
3 our own independent judgment.

4 So I want to be careful in how we couch
5 this discussion because I think it could be
6 unfair to try to phrase it a certain way.

7 DIRECTOR MICHAEL HENNESSEY: If I may
8 clarify, Director Do, and you raise a good point.
9 And certainly, the Board has the right and
10 obligation to do what they feel is best.

11 My concern is that, you know, we're
12 going out to the marketplace and asking people to
13 compete for things, and we set the criteria. And
14 so sometimes -- what I was addressing was if
15 people are saying, "Hey, this was weighted higher
16 than that, and I don't like that." I want -- you
17 know, some people might feel a price should be
18 preeminent. Well, we could assess that.

19 CHAIRMAN ANDREW DO: But there -- you
20 make a point.

21 DIRECTOR MICHAEL HENNESSEY: But we
22 didn't.

23 CHAIRMAN ANDREW DO: Yeah. We got your
24 point. I mean, yes. That process was undertaken
25 by staff, and there's a certain point given. But

1 I'm just saying we're at a different point now
2 where the Board now is entitled to exercise its
3 own judgment. This is not a about second
4 guessing staff or changing rules. We just -- we
5 just exercise our own independent judgment.
6 That's it.

7 DIRECTOR MICHAEL HENNESSEY: I -- go
8 ahead.

9 CHAIRMAN ANDREW DO: Director
10 Hernandez.

11 DIRECTOR GENE HERNANDEZ: Thank you,
12 Director Do and to my colleagues. Very excellent
13 discussions, all valid points.

14 As a member of the finance committee,
15 we had the same discussion with all those valid
16 points. And at the end of the day, you're right.
17 We went one way, but clearly it is the option of
18 this Board to weigh other factors to bring in. I
19 have no problem with that. I really don't have a
20 dog in the fight, as I said last time.

21 And Director Wagner made a good point
22 about this diversity in cost, that should have
23 some influence in this group, and for me it did.
24 However, in our robust discussion at the finance
25 committee, it really boiled down to that

1 difference being one of technology, that one
2 group was going to come in with current --
3 greater technology. Another one was going to
4 come in with older technology that may have to
5 ramp up.

6 My question would be if we go with
7 Cofiroute and they have to ramp up, will they
8 still give us the same cost that they just did
9 here, or will it now ramp up to what this initial
10 that we're looking at cost would be, and then it
11 balances out?

12 So I just want to make sure that we're
13 not going into this saying, "Well, Cofiroute's
14 lower," and then a year or two down the road, we
15 do a change order to ramp up.

16 So that's the only thing I'd be
17 cautious with. But other than that, I think
18 they're both fine organizations, and we heard
19 staff say they both could do a good job.

20 But I agree with Director Hennessey.
21 We have a process. We followed it. Doesn't mean
22 we can't overrule it here. Absolutely. But if
23 that's going to be our criteria, that cost is
24 much more important than the others, we need to
25 weigh in and change that when we put this out to

1 bid.

2 Anyway, thank you for allowing me those
3 comments.

4 DIRECTOR MICHAEL HENNESSEY: Otherwise
5 why would you bid again?

6 CHAIRMAN ANDREW DO: Director Muller?

7 DIRECTOR JOSEPH MULLER: Thank you, Mr.
8 Chair. And along with the two previous
9 directors, I'm also on the finance committee, and
10 I had a lot of the same concerns that are being
11 expressed here today, and I did vote yes to -- on
12 this approval, but it was a tepid yes. I wasn't
13 completely sold on it. I had some concerns, and
14 the more I thought about it over the last week,
15 more of those concerns kept coming to the
16 surface.

17 We had a group of evaluators that
18 looked at the separate proposals without cost in
19 mind. And I guess that's fine, but I guess if
20 they would've put the cost in front of it, maybe
21 they would've had a different opinion.

22 But the reality is WSP came in with a
23 bunch of new technology that comes at a cost.
24 Now, we did request it, and it was -- I could
25 come out there -- I could respond to any RFP and

1 give you all the greatest things in the world
2 that could be 10 times more than were ever
3 requested.

4 And while I'm evaluating it without the
5 cost in front of me, I'm like, "Yeah. That's the
6 one I want." But when the cost comes back into
7 the discussion, that's when I have to take a look
8 at it and say, "Wow. All those gee-whiz, great,
9 new technologies that were just presented to me,
10 can I really afford them?"

11 The question I asked to Mr. Avila, can
12 they both deliver this project? And the answer
13 was yes, they absolutely can both deliver it.

14 Going back to what Director Wagner
15 said, can I justify the additional costs? These
16 are taxpayer dollars, \$8 million. That's 8
17 percent of this project. I don't know.

18 You know, another question I ask is
19 what if -- you know, Director Chaffee hit this
20 right on the head. Most people -- most
21 organizations when they do a back-office system,
22 they don't have separate back-offices. They have
23 a back office that delivers whatever product
24 they're presenting out to the public operates the
25 backside of their business. They don't have

1 multiple ones for different projects.

2 And I call these projects because
3 tolling is tolling. You know, one's state.
4 One's federal. They have different requirements,
5 but the reality is tolling is tolling. I'm
6 counting cars as they go through. My back office
7 should be the same. It doesn't make a lot of
8 sense to me. It's not efficient to have to
9 operate two separate back offices.

10 When I asked could you combine them,
11 the answer was -- well, it was kind of a loaded
12 question when I asked it, the answer is, "No,
13 you're not going to be able to combine these two
14 back offices. You're going to have to build a
15 new one. Now, you can combine features of it,
16 but you're going to have to build a new back
17 office."

18 And so, you know, this all comes down
19 to risk. And when you have a vendor that has
20 never issued a change order, as far as I know. I
21 could be wrong on that. Kirk, you can correct me
22 if I am. In Cofiroute, we haven't had a change
23 order from them on the systems they've delivered
24 to us. They've delivered them on time.

25 And we have a new vendor coming in that

1 we don't know that has had an issue in the past,
2 the state of Washington. They paid \$2.6 million
3 in a fine because they didn't deliver. And I
4 find it hard to believe it was something that the
5 state of Washington did. If it was their fault,
6 ETC would not have had to pay that fine. That
7 was an ETC issue. And that's fine. They've
8 worked it all out.

9 North Texas was brought up. Florida
10 was brought up. We didn't get a response on what
11 happened there. We don't have any of those
12 experiences with Cofiroute, even when we've not
13 looked at it, but Director Wagner is correct
14 again. We are part of their portfolio. We know
15 this company. We know how they operate, and
16 that's worth something.

17 You know, when I look at how we did our
18 evaluation and the criteria we put out, it is
19 loaded for somebody to come in and say, "I'm
20 going to give you everything in the world because
21 you don't get to see cost until the end."

22 My question would be, to Kirk, and you
23 probably can't answer this. I wouldn't expect
24 you to. If cost was part of the original
25 evaluation, I know it's 20 percent. It was

1 weighted 20 percent, and I could weight it
2 however I want. I could give Cofiroute 20, and I
3 could give WSP five because of the cost
4 differential. That could change the weighting
5 and the scoring.

6 But if our evaluators were allowed to
7 see the cost while they were evaluating this,
8 would that change their perception of which one
9 is better, especially when they're looking at
10 features that were not part of the RFP. They
11 were above and beyond what we requested.

12 KIRK AVILA: Director Muller, you know,
13 you're correct. I can't answer the -- you know,
14 get in the minds of the different evaluators.
15 But what I can say is that in the discussion, you
16 know, cost was not discussed.

17 However, experience of the team and the
18 team members were discussed, and discussed
19 extensively, and the risks involved with having
20 one set of individuals from one firm versus
21 another.

22 Director Wagner pointed out in the
23 staff report that we didn't highlight any -- or
24 many of the negatives that were raised. We
25 wanted to focus on the positives that were

1 brought to the table by WSP. We have an existing
2 relationship with Cofiroute and TollPlus on the
3 91, and that's a relationship that we've enjoyed
4 for many years. That's been brought up many
5 times.

6 However, when you focus in to the team
7 that is proposed for the 405, and you look at the
8 background of the individuals, and you look at
9 the resumes of the individuals, and the
10 experience that they bring to the table with
11 respect to delivering the 405, the evaluation
12 team felt positive about that group of
13 individuals working together to bring this
14 project to its fruition.

15 With respect to Cofiroute, the staff
16 report did mention that there were a couple
17 individuals that, looking at their background,
18 felt that it was a stretch assignment for some of
19 those to be going into particular areas. One
20 particular individual who serves on the 91 for
21 roadside assistance overview of our traffic
22 operation staffing is now being assigned to a
23 quality assurance role, and this person doesn't
24 have much experience in that particular area.

25 That's just one example, but when you

1 take a look at that, that's what was evaluated,
2 and that's what was discussed. And once again, I
3 can't get into the heads of the individual
4 evaluators, but that was what was really a
5 driving force for the differentials of the
6 scores.

7 DIRECTOR JOSEPH MULLER: So Kirk,
8 that's a really interesting point you brought up.
9 Cofiroute was promoting from within. That is a
10 core value for this organization. We have
11 succession planning, right? I mean, Darrell is
12 working on his successor when he retires. Maybe
13 it's Jennifer. Hopefully it is. I mean, she's
14 fantastic. I'm sure you have a successor in mind
15 for you when you move on to your next position.

16 How is that a negative when it's
17 something that we believe in as an organization
18 we should be doing that Cofiroute is doing the
19 same thing? They're building people up for their
20 next job. And so we bring this person
21 (indiscernible) to stretch, I don't know.
22 Obviously I'm not in the toll business, so I
23 don't understand that. Maybe it is.

24 But to me on the surface, it looks like
25 they should be doing that. This is a person

1 that's grown within the OCTA environment. They
2 worked on 91. They understand what we need.
3 They understand our organization. We should want
4 somebody over that -- like that over on a new
5 project within our organization (indiscernible)
6 will be, Express Lanes will be.

7 I don't see that as a negative. I see
8 that as a positive, quite frankly. But you know,
9 that's neither here nor there. I don't want to
10 belabor that point a little bit, but I think
11 that's important.

12 I do have a question for Dan Baker
13 about the back office, and what Cofiroute did and
14 what WSP did. Is Dan still here?

15 CHAIRMAN ANDREW DO: Yes, he is.

16 DIRECTOR JOSEPH MULLER: Okay. Quick
17 question. WSP in their cost input \$18 million
18 for the back office, correct? I'm just using
19 round numbers.

20 DAN BAKER: Yes.

21 DIRECTOR JOSEPH MULLER: And Cofiroute
22 had 50 million in.

23 DAN BAKER: Yeah, you're talking for
24 the back office -- post-implementation back-
25 office support.

1 DIRECTOR JOSEPH MULLER: Right. So --

2 DAN BAKER: Not the (indiscernible).

3 DIRECTOR JOSEPH MULLER: My question is
4 both of these components are important. Don't
5 you believe the back office is more important?
6 If that system goes down, we no longer have the
7 ability to collect tolls.

8 If the customer service center goes
9 negative, we get some bad press. We get some
10 upset customers. And in my opinion in my past
11 life in sales, an upset customer is an
12 opportunity. You always have an opportunity to
13 to help them out and help them understand and get
14 them on your side.

15 When the back office goes down, we're
16 down. I mean, that creates a fire drill. And
17 how do we -- how do you, you know, evaluate
18 what's more important in terms of where I want my
19 support?

20 DAN BAKER: I'm hesitant to comment
21 because I wasn't on the evaluation committee. I
22 do not -- OCTA has such a firewall between the
23 consultant and the evaluation committee. I did
24 not participate in any of their discussions. I
25 didn't --

1 DIRECTOR JOSEPH MULLER: I'm asking you
2 that question.

3 DAN BAKER: No, I know. I know.

4 DIRECTOR JOSEPH MULLER: I'm asking you
5 that question directly because you went up, and
6 you tore those dollars apart to try to understand
7 how they did things, correct?

8 DAN BAKER: Right.

9 DIRECTOR JOSEPH MULLER: I guess my
10 question is, as a consultant, does WSP have
11 enough money in that back-office system to truly
12 support it?

13 DAN BAKER: Yeah. We -- I saw nothing
14 in their back-office support from a labor
15 standpoint that raised any red flags that they
16 wouldn't be able to support it.

17 This is a system that's completely
18 cloud environment. There's a lot of that typical
19 support that you do within labor yourself that
20 moves to the cloud when you do a pure cloud
21 environment, so you're paying for some of that
22 there.

23 And so I did not see any red flags in
24 their staffing of the back-office system.

25 DIRECTOR JOSEPH MULLER: So how --

1 they've got 18 million in, and Cofiroute's got 50
2 million in. Are you saying then that you think
3 Cofiroute is overstaffed?

4 DAN BAKER: No, I'm not saying that.
5 It's not --

6 DIRECTOR JOSEPH MULLER: I guess the
7 question is -- and I'm waiting on you because
8 you're our consultant on it, and I know you did a
9 one-week -- or a four-week evaluation between
10 these two systems, and we're seeing such a huge
11 differential, and you spent more time looking at
12 those dollars than anybody.

13 I'm just trying to understand why
14 there's such a big disconnect. Or not a
15 disconnect, a discrepancy in between the two. If
16 18 million's enough and Cofiroute's putting 50
17 million in, I'm kind of confused on how that
18 happened.

19 DAN BAKER: Right. So let me explain
20 the pricing a bit. The way the pricing goes in,
21 it's on a per-transaction -- or a per-trip basis
22 that we're paying. We're not paying for certain
23 levels of labor. We're not paying for certain
24 levels -- it's on a per-trip basis. It's on a
25 per-violation basis. It's on a per-account

1 basis.

2 So it really -- that is the basis of
3 the pricing. What we ask them to do to back up
4 that pricing, just for Year 1, is provide
5 additional detail of how did you build that
6 pricing up? And that helps us look for red flags
7 in the way they did their pricing. Okay.

8 And so -- and that only applies to Year
9 1. There's 13 potential more years within the --
10 or 11 more years within the contract we don't --
11 we don't look at. We're just looking for red
12 flags because it really is a service that they're
13 providing for a cost, right? So then we just
14 look for red flags.

15 So I tear it down to look for red
16 flags, and like I said, the areas that we saw
17 things in, we saw wide discrepancy and wide
18 differences in just some escrow and bonding
19 things. I don't question what it costs someone
20 to go out and bond.

21 And then all of them have to put all
22 their profit and overhead into those numbers that
23 they're building up, and I don't control where
24 they put those.

25 So I just want to be clear that we

1 don't -- I don't look at it in the detail to make
2 that type of judgment. I just look at for red
3 flags, and I saw none.

4 But there's individual line items that
5 are greatly different that make sense. Some
6 people pay a lot more for something than others.
7 Some people put a lot more cost into one item
8 than another, but nothing concerns me with the
9 labor -- just the levels of labor, which is just
10 one component of that.

11 DIRECTOR JOSEPH MULLER: Okay. I
12 appreciate that. And the reason I'm kind of
13 asking you these questions -- I know you're the
14 one that did a large part of the evaluation on
15 these systems because you went out and looked at
16 them. That's not something that we were afforded
17 as Board members.

18 So I think that's all I have for right
19 now. I appreciate it.

20 CHAIRMAN ANDREW DO: Thank you. Vice
21 Chair Murphy?

22 VICE CHAIR MARK MURPHY: Thank you, Mr.
23 Chair. The peril of waiting to speak is that the
24 folks in front of you ask the questions that you
25 were going to touch upon, so I'll try and be

1 brief here.

2 I too had some concerns about thinking
3 about a new system may be over scoped for the
4 solution versus one that is a proven commodity.

5 I also have sort of the challenge of
6 having come out of the technology business and
7 being involved in bid and proposal work for a
8 long time, looking at it maybe with slightly
9 different lens than others.

10 But there is no substitute in my
11 opinion for proven experience in these sorts of
12 circumstances when the results affect the bottom-
13 line revenue of the entity that it's looking at,
14 and so while I still look forward to hearing -- I
15 think there's a public comment on this of some
16 sort. My inclination is to stick with people
17 that we've had positive experiences with.

18 And also if there's concerns about the
19 levels of the proposals in terms of the
20 technology or the rest, that's something that
21 would be taken care of in the next round of
22 things in terms of the final analysis and the
23 stipulations.

24 But for me looking at all of it, I
25 think there was some additional award for the

1 initiative of talking about a "new solution" when
2 in fact I think both solutions are very
3 comparable, and one we have experience with and
4 one we don't.

5 And so with that, I'll defer final
6 judgment until I hear public comments and other
7 discussion, but I'm leaning towards going with
8 Cofiroute.

9 CHAIRMAN ANDREW DO: I have two hands
10 raised, Supervisors Chaffee and Wagner. Are
11 those old hands, or did you want to speak again?

12 DIRECTOR DONALD WAGNER: Old on my
13 part, Mr. Chairman.

14 CHAIRMAN ANDREW DO: Okay. So --

15 SUPERVISOR DOUG CHAFFEE: That's my
16 fault. I forgot to take the hand down. Thank
17 you.

18 CHAIRMAN ANDREW DO: Okay. So I don't
19 have anybody else.

20 There was a motion from Director
21 Hennessey to adopt staff's recommendation. I
22 hadn't heard a second.

23 So the motion dies --

24 DIRECTOR BRIAN GOODELL: Goodell will
25 second.

1 CHAIRMAN ANDREW DO: Okay. So there's
2 a second. So then at this point, okay, I don't
3 see any other hands raised, so Madam Clerk,
4 please take the roll call vote on the motion by
5 Director Hennessey.

6 VICE CHAIR MARK MURPHY: Mr. Chair, if
7 I might just for confirmation purposes, did I
8 misunderstand? Was there not a public comment on
9 this item?

10 CHAIRMAN ANDREW DO: Was there? I
11 don't think so, right?

12 CLERK: There was.

13 CHAIRMAN ANDREW DO: Madam Clerk?

14 CLERK: There was.

15 CHAIRMAN ANDREW DO: Huh?

16 CLERK: Yes, there is.

17 CHAIRMAN ANDREW DO: I'm sorry. Okay.

18 CLERK: I can read it into the record.

19 CHAIRMAN ANDREW DO: Go ahead. Call on
20 the people at this time.

21 CLERK: Okay. Chairman Do and Board
22 members, on August 8th, 2021 at 9:11 p.m. OCTA's
23 Clerk of the Board Department received a public
24 comment from Tonya Friend of Cofiroute USA. The
25 comment was e-mailed to the Board of Directors on

1 August 9th at 8:20 a.m. and will be retained as
2 part of the record for today's Board meeting.

3 Chairman Do, that concludes my report.

4 CHAIRMAN ANDREW DO: Thank you. All
5 right. So that's a letter that we all received.

6 VICE CHAIR MARK MURPHY: Oh, okay.
7 Thank you.

8 CHAIRMAN ANDREW DO: Yeah. Okay. So
9 that's it. Now, Madam Clerk, please take roll
10 call vote.

11 CLERK: Chairman Do?

12 CHAIRMAN ANDREW DO: No.

13 CLERK: Vice Chairman Murphy?

14 VICE CHAIR MARK MURPHY: I'm a no.

15 CLERK: Director Bartlett?

16 SUPERVISOR LISA BARTLETT: Yes.

17 CLERK: Director Chaffee?

18 SUPERVISOR DOUG CHAFFEE: No.

19 CLERK: Director Delgleize?

20 DIRECTOR BARBARA DELGLEIZE: Yes.

21 CLERK: Director Foley?

22 DIRECTOR KATRINA FOLEY: No.

23 CLERK: Director Goodell?

24 DIRECTOR BRIAN GOODELL: Yes.

25 CLERK: Director Harper?

1 DIRECTOR PATRICK HARPER: Yes.
2 CLERK: Director Hennessey?
3 DIRECTOR MICHAEL HENNESSEY: Yes.
4 CLERK: Director Hernandez?
5 DIRECTOR GENE HERNANDEZ: Yes.
6 CLERK: Director Jones?
7 DIRECTOR STEVE JONES: Yes.
8 CLERK: Director Muller?
9 DIRECTOR JOSEPH MULLER: No.
10 CLERK: Director Nguyen?
11 DIRECTOR TOM NGUYEN: Yes.
12 CLERK: Director Sarmiento?
13 DIRECTOR VICENTE SARMIENTO: No.
14 CLERK: Director Sidhu?
15 DIRECTOR HARRY SIDHU: No.
16 CLERK: Director Wagner?
17 DIRECTOR DONALD WAGNER: No.
18 CLERK: Mr. Chairman, the motion does
19 not pass.
20 CHAIRMAN ANDREW DO: Okay. I will
21 entertain another motion at this time.
22 VICE CHAIR MARK MURPHY: I'll go ahead
23 and move --
24 CHAIRMAN ANDREW DO: I --
25 VICE CHAIR MARK MURPHY: I'll -- go

1 ahead, Mr. Chair.

2 CHAIRMAN ANDREW DO: No, no. Go ahead
3 Mr. Murphy.

4 VICE CHAIR MARK MURPHY: I was going to
5 move I'll move the selection of Cofiroute for
6 this award.

7 CHAIRMAN ANDREW DO: Second? So motion
8 by Vice Chair Murphy and seconded by me, Chair
9 Do. Any other comments or questions?

10 Madam Clerk, please take roll call
11 vote.

12 CLERK: Chairman Do?

13 CHAIRMAN ANDREW DO: Aye.

14 CLERK: Vice Chairman Murphy?

15 VICE CHAIR MARK MURPHY: Aye.

16 CLERK: Director Bartlett?

17 SUPERVISOR LISA BARTLETT: No.

18 CLERK: Director Chaffee?

19 SUPERVISOR DOUG CHAFFEE: Aye.

20 CLERK: Director Delgleize?

21 DIRECTOR BARBARA DELGLEIZE: No.

22 CLERK: Director Foley?

23 DIRECTOR KATRINA FOLEY: Yes.

24 CLERK: Director Goodell?

25 DIRECTOR BRIAN GOODELL: No.

1 CLERK: Director Harper?
2 DIRECTOR PATRICK HARPER: No.
3 CLERK: Director Hennessey?
4 DIRECTOR MICHAEL HENNESSEY: No.
5 CLERK: Director Hernandez?
6 DIRECTOR GENE HERNANDEZ: No.
7 CLERK: Director Jones?
8 DIRECTOR STEVE JONES: Yes.
9 CLERK: Director Muller?
10 DIRECTOR JOSEPH MULLER: Aye.
11 CLERK: Director Nguyen?
12 DIRECTOR TOM NGUYEN: Yes.
13 CLERK: Director Sarmiento?
14 DIRECTOR VICENTE SARMIENTO: Yes.
15 CLERK: Director Sidhu?
16 DIRECTOR HARRY SIDHU: Yes.
17 CLERK: Director Wagner?
18 DIRECTOR DONALD WAGNER: Yes.
19 CLERK: Mr. Chairman, motion passes for
20 Cofiroute.
21 CHAIRMAN ANDREW DO: Thank you very
22 much.
23 Brief discussion, colleagues. So that
24 wraps up Item Number 16.

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C E R T I F I C A T I O N

I, Sonya Ledanski Hyde, certify that the foregoing transcript is a true and accurate record of the proceedings.

Sonya M. Ledanski Hyde

Veritext Legal Solutions
330 Old Country Road
Suite 300
Mineola, NY 11501

Date: August 14, 2021

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[going - interfacing]

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[technology - violation]

<p>38:4 39:23 52:6 52:20 telephone 6:4 tells 32:13 34:15 templates 9:2 tepid 39:12 term 10:23 11:2,3 11:6,8,10 12:1 21:3 23:16,17 terms 12:3 47:18 52:19,22 texas 7:21 15:24 18:8 42:9 thank 13:2,3 15:5 18:25 19:16 21:6 24:3 27:12,14 29:18,21 35:1 37:11 39:2,7 51:20,22 53:16 55:4,7 58:21 thankfully 34:6 thanks 29:17 34:19 thing 14:1 18:3 26:3 34:24 35:25 38:16 45:19 things 13:16 22:7 23:12,19,22 30:4,5 36:13 40:1 48:7 50:17,19 52:22 think 13:18,24 14:12,22 19:3,11 24:9 27:23 29:6 29:23,25 30:7,14 30:18,25 31:16 32:6,7 33:20 34:7 34:16,21 35:17,18 36:5 38:17 46:10 49:2 51:18 52:15 52:25 53:2 54:11</p>	<p>thinking 52:2 thorough 34:24 thought 20:6,9 39:14 three 6:25 11:2 12:2 time 3:21 13:24,24 15:17 25:6 29:24 30:21 32:8,24 33:4 37:20 41:24 49:11 52:8 54:20 56:21 times 25:10 40:2 44:5 tires 4:18 today 4:11 13:20 14:22 21:8 27:21 39:11 today's 55:2 toll 5:4 8:4 17:14 17:19 30:8,10,11 45:22 tolling 6:16,19 7:18 8:1,6,8,14 24:20 33:23,24 34:3 41:3,3,5,5 tollplus 44:2 tolls 47:7 tollway 17:8 tom 56:11 58:12 tonya 54:24 tore 48:6 total 6:18 11:1,4 11:10 totally 19:6 touch 51:25 track 13:25 tracking 24:23 traffic 4:8 44:21 trafficcom 4:7</p>	<p>transaction 5:23 7:13 49:21 transactions 5:24 transcript 59:4 transition 3:22 29:16 transmitting 5:21 transponders 5:8 24:25 transportation 1:13 18:5,14 travel 25:2,9,10 trip 5:5 49:21,24 troubled 29:11 true 59:4 truly 48:11 try 22:19 36:6 48:6 51:25 trying 49:13 ttec 7:14 two 3:18 6:25 9:17 10:24 11:3,8 12:2 14:3 19:7 21:11 21:13,18 24:8 26:7 33:25 34:8 38:14 39:8 41:9 41:13 49:10,15 53:9 type 13:25 51:2 types 2:14 typical 3:20 22:20 48:18 typically 21:23</p>	<p>unfair 36:6 unfortunately 26:15 unhappiness 15:23 united 30:10 unsure 29:12 upset 47:10,11 usa 4:7 7:2,2,3 11:16,23 54:24 use 10:6 useful 30:21 users 5:19 utah 7:22</p>
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[violation - yellow]

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Human Resources and Organizational Development

A handwritten signature in black ink, appearing to be "J. L.", is written over a horizontal line.

Chief Executive Officer

CODE OF CONDUCT POLICY

Policy#: HROD-BOD-101.00CONDUCT Origination Date: 07/13/2009 Revised Date: 11/16/2018

I. PURPOSE

The purpose of this policy is to provide the guidelines and expectations to all Orange County Transportation Authority (OCTA) employees regarding the conduct that is expected both at and away from work. OCTA is a public agency that shall conduct its business with integrity in an honest and ethical manner. Any attempt to evade or circumvent any requirements of this policy or of any rules or laws applicable to OCTA and its employees is improper.

II. ORGANIZATIONAL UNITS AFFECTED

This policy applies to all OCTA employees. For purposes of the Code of Conduct, OCTA employees shall mean and include employees, members of the Board of Directors, and agents of OCTA. OCTA employees shall comply with the letter and spirit of this policy and the law.

The Human Resources Department shall be responsible for the administration of this policy and maintenance of employee acknowledgements of receipt.

III. POLICY

- A. OCTA employees shall conduct OCTA's business in compliance with the law, regulations, OCTA policies, and good judgment based on OCTA's values and goals. OCTA employees shall avoid speech or behavior that is likely to create an appearance of impropriety.
- B. It is up to each OCTA employee to maintain a professional, safe, and productive work environment. OCTA employees shall treat each other professionally and with courtesy at all times. Differences of opinion on work issues should be expressed in a constructive manner that promotes sharing ideas and effective teamwork to resolve problems to meet the challenges of OCTA.

IV. DEFINITIONS

Not applicable

V. PROCEDURE

A. Non-discrimination

No person shall be discriminated against in employment because of race, color, creed, religion, sex, gender (including pregnancy, childbirth, breastfeeding) gender identity, gender expression, genetic information, ancestry, age, national origin, marital status, sexual orientation, military and veteran status, physical or mental

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disability, or any other status protected by applicable federal or state statutes, except where a bona fide occupational qualification applies.

B. Workplace Harassment

1. No OCTA employee or person associated with OCTA shall engage in sexual harassment. Sexual harassment includes any sexual advances or requests for sexual favors which are unwelcome or where submission to or rejection of such conduct is used as the basis for employment or business decisions. Sexual harassment also includes verbal, visual, and/or physical conduct of a sexual nature, which creates an intimidating, hostile, or offensive working environment.
2. No OCTA employee or person associated with OCTA shall engage in harassment based on race, color, creed, religion, sex, gender (including pregnancy, childbirth, breastfeeding) gender identity, gender expression, genetic information, ancestry, age, national origin, marital status, sexual orientation, military and veteran status, physical or mental disability, or any other status protected by applicable federal or state statutes. Harassment includes verbal, visual, and/or physical conduct. Such conduct constitutes harassment when the submission to the conduct is made an explicit or implicit condition of employment, submission to or rejection of the conduct used as the basis for an employment decision, or the harassment interferes with an employee's work performance, or creates an intimidating hostile or offensive work environment.

C. Relationships With Contractors

OCTA business shall be conducted in a manner above reproach, with impartiality, and without bias. Particularly in relationships with contractors and potential contractors, OCTA employees must avoid any actual or appearance of conflict of interest or impropriety.

D. Use of OCTA Assets

OCTA employees shall not use any OCTA assets for personal gain or for any purpose other than OCTA business. Subject to the restrictions in this section and if permitted by the employee's supervisor, some occasional and limited personal use is allowed so long as it does not interfere with the performance of the employee's duties and does not result in any additional expense to OCTA. However, OCTA telephones, computers, e-mail, or internet access shall not be used for e-mail chain letters, for religious or political advocacy, for excessive personal communications, for personal financial gain, to seek outside employment, for any purpose that could reasonably be viewed as abusive, harassing, hostile, or intimidating to OCTA customers or employees, to access entertainment or sexually explicit sites, or for any use otherwise prohibited by law. OCTA reserves the right to monitor and review all records of usage by OCTA employees of any OCTA assets. No use of OCTA telephones, computers, e-mail or internet access, or any use of any other OCTA asset shall be private to the employee, and no OCTA employee shall be given any basis for an expectation of privacy in any such use.

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E. Confidential Information

OCTA employees shall maintain the confidentiality of any confidential information related to contracts, construction, procurement, litigation strategy, personnel files, employee medical information, or other proprietary information to which they have access through their employment with OCTA. Such confidentiality shall be maintained during and after employment with OCTA. OCTA employees shall not use confidential information for any purpose other than in the performance of their job for the benefit of OCTA. Confidential information shall only be disclosed to authorized persons.

F. Gifts

1. OCTA employees or immediate family members shall neither solicit nor accept gifts, gratuities, favors, or anything of monetary value, except unsolicited items of nominal intrinsic value from any OCTA contractor, subcontractor, bidder, or proposer for an OCTA contract which is federally-funded. A bidder/proposer is a party which has submitted a bid or proposal for an active procurement which has not been awarded or otherwise concluded.
2. Designated OCTA employees may not accept gifts totaling more than \$470 pursuant to Title 2 of California Code of Regulations Section 18940.2, or over the amounts allowed pursuant to Government Code Sections 89502 and 89503 as adjusted biennially in a calendar year from a single source other than one identified in paragraph 1 above.
3. For purposes of this code, a gift shall have the meaning it is defined to have in the California Political Reform Act (Act) and the regulations issued pursuant to the Act.

G. Conflicts of Interest

1. A conflict of interest, or at least an appearance of impropriety, exists when the interests, investments, outside employment or personal enterprises of the employee or a member of his or her immediate family could compromise the employee's duty of loyalty, or otherwise conflict with or appear to conflict with his or her job performance, objectivity, impartiality, or ability to make fair business decisions in the best interest of OCTA. A conflict of interest may arise in any situation in which an OCTA employee is in a position where he or she could use his or her contacts or position in the agency to advance the private business or financial interests of the employee or his or her immediate family, whether or not at the expense of OCTA. An OCTA employee may also have a conflict of interest if called upon to make a decision concerning a person or entity that the employee worked for during the previous 12 months.
2. An OCTA employee who has a conflict of interest shall not participate in the making of any decision or contract in which the employee has a financial interest.

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3. Any OCTA employee with such conflict of interest must disqualify himself or herself from making, participating in the making, or in any way attempting to use his or her official position to influence OCTA's decision in which he or she knows, or has reason to know, that he or she has a financial interest. An OCTA employee should also disqualify himself or herself from participating in an OCTA decision where the employee does not have a disqualifying financial interest, but where the making of the decision will have some other significant effect on the employee, or a member of his or her immediate family.
4. Any OCTA employee who may have a conflict of interest as described in paragraphs 1 or 2 relative to a prospective contractor, subcontractor, bidder or contract, or any other OCTA decision or issue, must advise his or her supervisor of the possible conflict of interest at the earliest possible time.
5. Upon request, the General Counsel shall advise an OCTA employee and his or her supervisor regarding whether it is appropriate for an OCTA employee to participate in a decision involving a possible conflict of interest.

H. Incompatible Activities

No OCTA employee shall engage in any outside activity that is inconsistent, incompatible, or that interferes with his or her ability to efficiently and effectively carry out his or her OCTA duties. Incompatible activities include, but are not limited to, any of the following:

1. The use for private gain or advantage of the employee's OCTA time, facilities, equipment or supplies, or the badge or uniform, prestige or influence of the employee's OCTA employment.
2. Receipt or acceptance by the employee of any money or other consideration from anyone other than OCTA for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of OCTA employment or as part of the employee's duties.
3. Time demands from outside activities that would interfere with the ability of the OCTA employee to devote his or her full work time, attention, and efforts to his or her OCTA duties.

I. Duty to Report

Each OCTA employee is obligated to report to his or her supervisor, the Internal Auditor, Labor and Employee Relations staff, the Chief Executive Officer, or the General Counsel any facts made known to the employee which show that an OCTA contractor or OCTA employee has engaged in business practices regarding an OCTA matter which appears to be unethical, or which may violate this policy or any applicable state or federal law.

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J. Whistleblower Protection

OCTA is committed to fair treatment of all its employees and recognizes its responsibility under state and federal law to protect from punishment and harassment any person who reports a potential ethics issue, whether or not the allegation is found to have merit. The report may be made anonymously. OCTA shall not take any act nor threaten any action against any OCTA employee as a reprisal for making a report under state or federal whistleblower laws, unless the report was made, or the information was disclosed with the knowledge that it was false or with willful disregard for its truth or falsity.

K. Ethics Hotline

OCTA shall maintain a telephone Ethics Hotline number for any employee, vendor, or member of the public to anonymously report any suspected fraud, waste, abuse, and illegal or unethical behavior. The report shall be confidential. Reports to the Ethics Hotline will be administered by Internal Audit for review and investigation by the appropriate department. The Ethics Hotline phone number is 877-315-9918.

L. Product Endorsement and Participation in Case Studies

1. Employees, in their capacity as an OCTA employee, shall not endorse a product, service or company or comment upon that product, service or company if it is the intent of the solicitor of the endorsement, or of the vendor or manufacturer of that product or service, to use such comments for purposes of advertisement, marketing or sales, without prior consent of the CEO or designee. OCTA Board members, in their capacity as an OCTA Board member, are discouraged from endorsing a product, service or company for purposes of advertisement, marketing or sales.
2. Employees, in their capacity as an OCTA employee, are not prohibited from responding to inquiries regarding the effectiveness of products or services used by OCTA unless the employee is aware that it is the inquirer's intention to use those comments for purposes of advertisement, marketing or sales.
3. Employees, in their capacity as an OCTA employee, shall not participate in a case study of products or services for advertisement, marketing or sales purposes by any person or organization outside of OCTA, without the consent of their Executive Director.

M. Duty to Cooperate

OCTA employees, in their capacity as an OCTA employee, shall cooperate fully with judicial bodies and courts, and with workplace investigative personnel; appear before them upon request; and answer all questions truthfully, concerning their conduct in office or the performance of their official duties or matters within their knowledge pertaining to the property or affairs of OCTA.

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VI. EXCEPTIONS

- A. The provisions of Government Code Section 87406.3 shall apply with equal force and effect to each individual who is appointed as a public member of the OCTA Board of Directors, the same as members of the Board of Directors who are elected officials.
- B. This means that a public member of the Board of Directors shall not, for a period of one year after leaving that office, act as an agent or attorney for or otherwise represent for compensation any other person by communicating with an OCTA employee if the communication is made for the purpose of influencing administrative or legislative action, or proceeding involving the issuance, amendment, awarding, or revocation of a permit, license, grant or contract, or the sale or purchase of goods or property.

VII. PROVISIONS AND CONDITIONS

- A. All OCTA employees have a responsibility to conduct OCTA's business in compliance with this policy. The General Counsel shall investigate alleged violations of this policy. In the event the General Counsel determines that a violation has occurred, the General Counsel's finding shall be reported to the Chief Executive Officer who shall take such action, which may include notification to the Board of Directors, as is appropriate under the circumstances. Any violation of a provision of this policy which is based upon a state or federal law may also be enforced by any appropriate enforcement agency.
- B. A violation of this policy by an OCTA employee may result in the imposition of discipline, up to and including dismissal. The appropriate discipline will be determined by the employee's supervisor in consultation with the division executive director of the organization unit in which the employee works and the Executive Director of Human Resources and Organizational Development. The discipline imposed will depend upon the severity of the violation and may be progressive unless the violation is determined to be so serious as to warrant more severe action initially. The imposition of discipline by OCTA for a violation of this policy, when such violation is also a violation of state or federal law, shall not affect the ability of any appropriate prosecutorial agency to seek the imposition of any penalty allowed by law for such violation.
- C. Acknowledgement of Receipt of Code of Conduct – New OCTA employees will receive a copy of this policy upon commencement of employment and will sign an acknowledgement of receipt. Thereafter, all employees will receive a copy of this policy once every two (2) years, and they will be required to sign an acknowledgement of receipt.

VIII. RELATED DOCUMENTS

Code of Conduct Policy Acknowledgement Form

END OF POLICY



August 9, 2021

To: Chairman Do and OCTA Board of Directors

Cofiroute USA Comment Submission re: Agenda Item 16 – Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Dear Board of Directors:

We are writing this letter to express our concern about potential irregularities in the procurement process that we perceived during and after the Finance Committee meeting on Wednesday, July 28, 2021. Notably, a couple hours after the committee meeting concluded, a consultant from HNTB initiated a phone call with an employee of TollPlus to ask about TollPlus's proposed system – particularly how it used the cloud and Amazon Web Services. We find this call to be concerning on two counts. First, because it seems to be in direct violation of the procurement rules set out in the RFP, and second, because it bolsters our impression that during the committee meeting the system proposed by Cofiroute was not fairly explained.

On the first point, Section I.D (“*Authority Contact*”) of RFP 0-2690 (“*Back Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County*”) states that all communications should take place directly through Mr. Robert Webb, Principal Contracts Administrator “unless expressly permitted.” The prohibition on other contacts specifically extends to consultants. However, on July 28, 2021, a key Agency consultant who evaluated proposers’ technology solutions called an employee of our subcontractor – who was not listed anywhere in our proposal – to get information about how the proposed back-office system (“BOS”) operates. Cofiroute is highly concerned about this apparent violation of the stated RFP process.

Secondly, this call was concerning because it seems that the consultant either did not properly review or did not understand Cofiroute’s RFP response, which clearly sets forth how the proposed BOS operates. This suggests that Cofiroute’s proposal was not properly evaluated or was not subject to the proper clarifying questions during the allotted procurement period, which could explain some of the inaccurate information that was provided in the Contractor Selection Memo dated July 14, 2021 and during the July 28, 2021 Finance Committee meeting.

A theme that ran throughout the July 28 committee meeting was that the system proposed by Cofiroute was somehow old or outdated and that the WSP system was newer. For example, at 20:17, Director Hernandez stated that his understanding for why staff chose the more expensive bid was that OCTA was getting “newer technology” with WSP. Similarly, at 21:02, Director Harper remarked on the “bells and whistles” the Agency would get with WSP’s “newer technology.” And while Dan Baker of HNTB did state at 26:32 that neither party’s system was antiquated, there was no attempt by staff to move the committee off the idea that WSP’s solution was technologically superior to Cofiroute’s. In fact, staff reinforced this view shortly before the vote, starting at 48:23, when Director Hernandez had the following conversation with Mr. Avila:

Hernandez: ... But I would say what Cofiroute is using is the 2019 ... technology and I’m going to assume that technology wasn’t cutting edge

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then so it's probably a couple of years older than that. So what I don't want to see happen is that all of a sudden we go with someone using older technology then we get a change order because yeah they recognize trends and we're going to go in that direction and all of a sudden that 8 million gets gobbled up as a change order. So sounds like the material we're getting now is going to be good for the long term and we have enough safeguard in our contract that if there's a failure to perform that we will be covered so is that accurate? Am I stating that point accurately?

Avila: Yes, Director Hernandez.

Hernandez: Thank you Kirk. That's all I got. Thank you.

The approach of consistently agreeing with the Committee's assertions that Cofiroute offered a somehow inferior product is quite different than how staff responded to questions regarding WSP's and ETC's historical performance. For example, in the initial summary of why staff recommended WSP, Kirk Avila said at 13:23 that "The WSP team has teamed up with Electronic Transaction Consultants or ETC, with ETC providing the back-office system. The WSP and ETC team have a large and diverse portfolio of back-office systems on deployment in customer service center operations. These include clients in Colorado, Minnesota, Washington, Texas, Louisiana, Georgia, and Utah." Director Muller followed up on this question at 33:32 and did not receive direct answers:

Muller (33:32) So with ETC ... how have they performed? I heard that they're in multiple states. I think you said 4 or 5 different states, is that correct?

Avila (33:51) They have experience in deploying systems in those states.

Muller (33:55) When you say "deploying systems", is that operating systems or are they acting as consultants to help develop the systems?

Avila (34:00) There are various different levels of activity that they have. In Texas, they have deployed a back-office system. In the State of Washington, they've deployed a back-office system. So it just depends on the state and what experience that they've had. They've had a number of experiences with back-office systems – they've been around for twenty years – some of them are active, some of them have come and gone ...

Director Muller continued, asking at 34:28 whether ETC or WSP had any problems or lost projects because of performance issues. Mr. Avila referenced litigation in Florida in which ETC was successful, but said "other than that, I'm not aware of any other situation that they are encountering at this point." Director Muller then pointed out at

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36:20 that a simple web search will provide examples of botched deliveries and penalties, but staff did not seem to have done any research to determine past success or failures of the proposers.

Director Muller also asked at 43:17 whether WSP and ETC had ever successfully implemented the system being proposed for this procurement. Mr. Avila responded that ETC was working with Harris County, Texas on a back-office system. He did not know “if it’s the exact system” but said that “the Harris County is very similar to the 405.” Director Muller followed up at 44:02 with a comment suggesting he’d reached out to Seattle who said they weren’t using the functionality. He asked again: “have they ever implemented an automated system like this? Because it’s not inexpensive and if it doesn’t work, we’re going to have to take it out.” Mr. Avila referred the question to Dan Baker from HNTB who gave some nonresponsive answers about agencies sometimes not being comfortable with high tech bots. Director Muller followed up again at 46:25 that “it doesn’t answer the question: have they ever implemented it?” Mr. Baker said he didn’t know off the top of his head and he’d “have to be very sure of exactly what they put in their proposal.”

All of the answers above regarding Cofiroute’s system and WSP’s system are either inaccurate or incomplete on the basis of facts that were readily available to – and should have been known by – OCTA staff and its consultants. For example, the back-office solution in the Cofiroute system – provided by subcontractor TollPlus – was fully developed in late 2020 using the latest technology with Microservices. This back-office system was successfully tested and deployed in January 2021 and is literally the newest back-office system being offered on the market. Specifically, TollPlus successfully deployed this back-office system for the North Texas Tollway Authority (NTTA), which replaced the legacy back-office system installed by ETC (the back-office system provider for the WSP solution). By way of comparison, ETC has not deployed a new system for some time. In fact, the system in Washington state that was discussed in the Committee meeting was implemented in 2011. And the system in Harris County, Texas that was described as being very similar to the 405 proposal was last updated in 2018. So in response to Director Muller’s repeated questions: either the ETC system is the older technology referenced above or, in the alternative, ETC has proposed future technology for the 405 that has yet to be successfully implemented. Both questions were asked in the Committee meeting, and neither was accurately answered.

These mischaracterizations are compounded by specific errors in the descriptions provided by staff. For example, there were repeated descriptions of how the WSP system would integrate web chat and other forms of modern communication, and the committee focused heavily on that. However, the IVR system contained in the proposed Cofiroute solution also offered all of those features. This information was provided in Cofiroute’s response, and had staff requested backup documentation, Cofiroute could have provided extensive documentation including a Gartner analysis of the IVR systems and patents issued for the system. However, the committee’s misunderstanding of this point was not corrected. At 51:14, immediately before the vote, Director Hernandez said in response to comments from Director Muller regarding the positive aspects of talking to a human that “I really appreciate talking to someone. However, there’s a price to pay when you do that.” And Director Muller agreed, saying that he would support the motion to recommend WSP, suggesting that Cofiroute relies too much on humans. With no comment from staff, the Chairman immediately called for the Committee vote.

Cofiroute understands that analyzing systems and developing recommendations is difficult, painstaking work and we appreciate that not every bid can be successful. But in this instance, it was clear that complete or fully responsive answers to the questions were not presented to the directors. Cofiroute’s proposed solution is a highly proven and

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flexible cloud-based BOS and an innovative omni-channel IVR platform that delivers contact management for OCTA's customers via chat, email, phone, and web contacts. The proposed system is state-of-the-art, and our team has experience implementing it successfully. The suggestions by staff, and staff's failure to correct misperceptions by Committee members, that Cofiroute's system was old technology, that it didn't include modern communications tools, and that it was somehow not as automated as the WSP platform, should raise concerns from the Board of Directors.

As stated, Cofiroute's proposal includes a state-of-the-art communications solutions including a cloud-based omni-channel communications platform. And contrary to the understanding of the committee, it is notable that the staff's own presentation to the Finance Committee estimated that Cofiroute's proposal would utilize 61 full-time employees compared to 89 full-time employees for WSP. (See footnote on Slide 6 ("Proposed Costs") of the presentation given by Mr. Avila to the Finance Committee.) A more technically advanced solution should require fewer staff to operate, and it would seem to warrant investigation of why WSP would need almost 50% more full time employees to operate its solution if it is, in fact, technologically superior. This question was not addressed by staff, nor did staff correct the manifestly inaccurate assumptions made by committee members that Cofiroute's proposal somehow relied more on humans than WSP's proposal. It also bears further discussion on whether the \$8 million in additional cost for the WSP system is attributable to its significantly higher employee numbers, rather than to superior technology as some Committee members believed.

Another example is the repeated assertion that WSP's solution was somehow more "customer-centric" than Cofiroute's. While that nebulous designation may be hard to opine against, it should be noted that Cofiroute's proposal included the assembly of a Customer Service Advisory Council to bring an outside perspective to the BOS design and CSC operations "to help us challenge the traditional toll customer service model and further ensure voice of the customer input into operations." To suggest that Cofiroute was somehow not trying to focus on the end-customer is not in keeping with its RFP response.

The risks of choosing WSP are clear. The electronic tolling industry has a significant failure rate for new implementations, even for companies that are household names. Yet it is unclear – and it was not answered by staff even in the face of direct questioning by committee members – whether the system proposed by WSP has been successfully implemented anywhere. And although staff said that OCTA is familiar with WSP as a company, it is not familiar with them in the tolling space. Even more concerning is that WSP has partnered with a back-office system provider with a documented history of delivery issues and litigation with its customers.

The Board is now being asked by staff to approve what appears to be an untested system that will add an additional back-office system and customer service center operator to the region instead of a brand-new state-of-the-art system that was successfully implemented earlier this year and is provided by a company that has partnered with OCTA for the past 18 years. And the Board is not being asked to take this risk to realize the benefit of discounted pricing, but rather to spend \$8 million more for this untested system and associated operations, even though staff cannot provide direct, complete, and accurate answers to fundamental questions that were asked by Finance Committee members.

We hope that this letter helps clarify some of what we believe were mischaracterizations of our proposal and assists the board with exercising its responsibility of public fund management when it is being asked to invest an additional

Cofiroute USA, LLC

200 Spectrum Center Drive - Suite 1650 - Irvine - California – 92618

Tel (949) 754-0198 – Fax (949) 754-0199

www.cofirouteusa.com



\$8 million dollars of public money with the recommended vendor. We remain committed to OCTA and its constituents to continue providing a premier level of service and trust, as we have for done for so many years.

We sincerely and with the upmost respect thank you for your time.

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ETC Corporation and WSDOT Reach Settlement

July 18, 2012 11:45 AM Eastern Daylight Time

RICHARDSON, Texas—(BUSINESS WIRE)—Electronic Transaction Consultants Corporation (ETC Corporation) today stated that it had reached a settlement agreement with the Washington State Department of Transportation (WSDOT) concerning claims of delay in starting toll operations for the bridge on State Route 520. The settlement addresses, among other things, ETC Corporation's claims against WSDOT for changes in scope and schedule delays.

Tim Gallagher, ETC's CEO, stated, "Throughout the project, ETC Corporation has worked as a true partner with WSDOT to deliver one of the industry's most advanced toll systems, going above and beyond the scope of the contract to support WSDOT and its *Good To Go!* program. Now that we have reached this settlement, both ETC Corporation and WSDOT can focus on the future and continuing to provide superior systems and customer service to *Good To Go!* customers."

ETC Corporation is WSDOT's customer service and back office operator. The statewide customer center opened in February 2011 and started processing tolls on WSDOT's existing toll facilities. Tolling operations on the SR 520 bridge began in December 2011.

In addition to ETC Corporation's claims against WSDOT, the settlement resolves WSDOT's claims of additional costs due to schedule delays of the SR 520 tolling system, and dismissed or unprocessed Tacoma Narrows Bridge infractions, many of which were roadside transactions incorrectly sent for processing. In addition, the settlement avoids what could have been significant costs associated with a dispute review process and potential litigation costs.

While there was no cash involved in the settlement, the agreement includes extension of the contract with ETC from 2014 to 2018 (subject to achievement of certain near-term milestones). The four-year extension is valued at \$29 million, for which WSDOT receives a \$2.4 million discount. ETC's original five-year contract with WSDOT was \$23 million. ETC Corporation has further agreed to provide WSDOT with a special software license independently valued at \$4 million supporting the *Good To Go!* systems.

About ETC Corporation: For more than a decade ETC Corporation has delivered innovative solutions to the toll industry that increase mobility, improve operational efficiency, and support high levels of customer service. Today, ETC's solutions collect nearly one-third of the toll transactions in the United States, representing more than \$1 billion in annual revenue on some of the most technically advanced toll facilities in the industry. These solutions enable all-electronic toll collection, dynamic pricing, HOT lanes, interoperability, and open road tolling. ETC's lane-to-back office integrated solutions are supported by an impressive array of operations and maintenance services. ETC offers its solutions and services as both a customer-delivered model as well as through a hosted environment at ETC's state-of-the-art technology and operations centers. For further information, please see www.etcc.com.

Contacts

Electronic Transaction Consultants Corporation

Carla Kienast, 214-451-4822

Director of Corporate Communications

carla.kienast@etcc.com



THANK YOU!

Thank you so much for partnering with WSDOT on providing high quality customer service to our **Good To Go!** customers. We have learned a lot together over these many years working side by side.

Best wishes, Patty Rubstello

My sincere thanks to ETCC and especially to all of people who have worked so hard for WSDOT over this last decade. We have accomplished a great many things over the years, and it is incumbent upon all of us to acknowledge that. When we look back I hope we remember the good times and the successes be they on the system side or in the service of **Good to Go!** customers. Best wishes to everyone on the ETCC team.

Ed Barry

Thank you for your years of partnership! I've really enjoyed learning and working with each of you. Hoping our paths will cross again in the future!

Jennifer Charlebois

What a journey! Together, we've: opened four facilities – all unique and challenging, more than doubled our **Good To Go!** accounts and increased toll transactions by more than 50 percent. We've experienced bomb threats at the call center, *extremely* challenging and interesting! customers at the WICs ... and the Russian mafia! Oh, and then a pandemic that caused a very quick transition to a work from home call center. In the words of Ralph Waldo Emerson "Do not go where the path may lead, go instead where there is no path and leave a trail." We are grateful for ETC's partnership breaking trail over the past 10 plus years.

Patricia Michaud

We worked hard together to provide excellent customer service and deliver a great **Good To Go!** Program, didn't we? I appreciate ALL Y'ALL! Thank you...Best wishes and much success to each of you!

Maria Flesher

It feels like we've had this professional relationship since, well, the beginning of time. But alongside the excellent professional relationship I believe I also made quite a few friends. I want to thank you all for your professionalism, for your creativity, your responsiveness, and on top of all, your courtesy. I know I will miss you guys. Special thanks to Junifer, Thamil, Leo, Austin, Keala, Wanda, and Sandra.

**Sincerely,
Amiram Hayardeny**

Will miss working with you.

Marie Rogers

To all my friends and co-workers at ETCC, It's been an honor and a privilege to have worked with so many of you over the years. Knowing all of you truly have the customer in mind when working on sometimes difficult situations, makes me proud to have been a part of all of this and the team work that was involved.

On a personal note, I have and I am going to truly miss our conversations about our families (my wife Helen), sports (ZAGs, DAWGs and Seahawks), movies (make mine Marvel), music (classic rock lives on), statistics and just generally, our personal and professional lives.

**Take good care my friends,
Steve Russo
Customer Advocate Manager**

ETC –

Thanks so much for all of your hard work over the years. You have made an important contribution to transportation funding and your efforts are more than appreciated. You'll will be missed.

**Thank you,
Tyler Patterson**

It's been wonderful working with everyone at ETC over the past couple of years. Everyone has been very friendly, supportive and very responsive, but Sandra in particular has been a total rockstar! She's always gone above and beyond to help me with every random situation that's come up!

Lauren McLaughlin

Thank you to everyone at ETC for all their hard work. Your contributions were invaluable, and you all made working together a pleasure. Good luck and best wishes for your futures!

**Thank you,
James DeRocher**

First and foremost – a huge thank you to Paul and your accounting staff, Michael and Julie. I value the effort you all put in to complete a remarkable number of daily and monthly reconciliations which you submit on time and without errors on a day-to-day, month-to-month basis. I can't even count that high to estimate the number of reconciliations you submitted over your tenures considering the sheer volume; there are 13 daily reconciliations + supporting documents and 44 monthly reconciliations for a total of 300+ each month, which is more than 3,600 per year – much more than anyone wants to contemplate during your ETC history. This doesn't even touch all of the ad hoc reports, queries and analyses you've completed for me over the years. You and your staff have worked really hard to make our transition successful. Thank you for being diligent and vigilant and looking for ways to help identify and correct potential accounting issues. You are an especially adept accounting team and fabulous partners to WSDOT accounting. You three are accounting rock stars!

I also have great respect and appreciation for Vicki and the Inventory staff. These annual events used to be quite messy and approached with dread. But you've worked really hard to make the annual year-end physical inventory process a great success. Thank you for always being prepared and making our jobs fast and efficient, and, dare I say? – even fun! Partnering with you and your team has been a pleasure.

To Sandra and other administrative staff I've worked with – thank you for answering every question and responding to every concern. I really appreciate your "getting the job done" attitude. I love that you absolutely live up to your motto "Together Everyone Achieves More".

I am going to miss working with all of you.

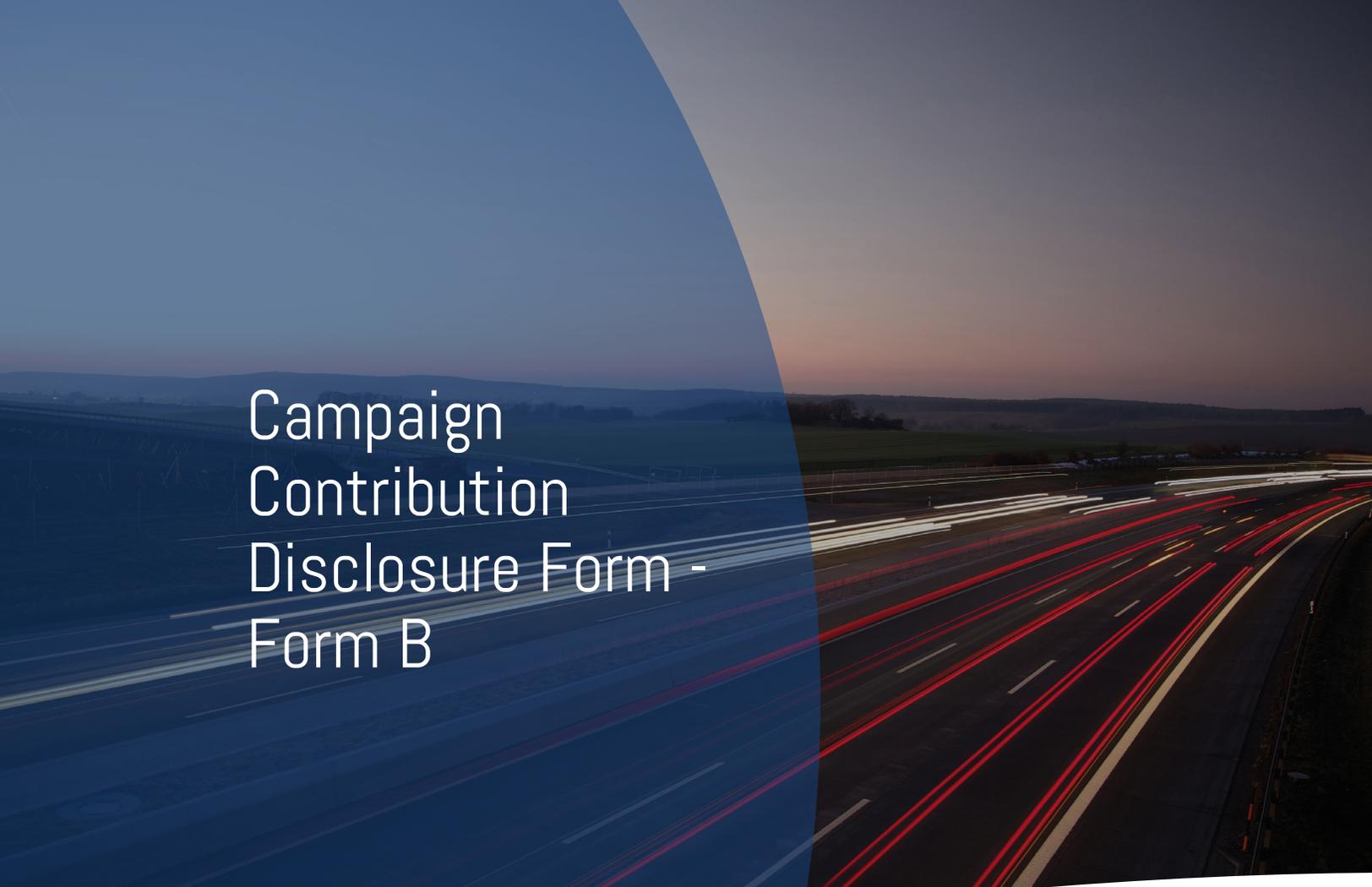
DeeAnn Bacon

It's been a pleasure working with you side by side over the years and you will be missed. I'm grateful for the photos we have taken with staff and the memories we have made over the years. I'm smiling now just thinking of the many customer service weeks and the activities. I will cherish those memories. Thank you for your hard work and dedication to the program. I wish you all many blessings!

Jenny Ugale

Thank you for your dedication over the years to serving our customers. I always appreciated all of the collaboration as we navigated issues together and worked on the best solution for our customers.

**Take care,
Emily Glad**



Campaign
Contribution
Disclosure Form -
Form B

RFP 0-2690
FORM B

FORM B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

**RFP 0-2690
FORM B**

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes x No

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: Cofiroute USA, LLC
Contributor or Contributor Firm's Name: Cofiroute USA, LLC
Contributor or Contributor Firm's Address: 200 Spectrum Center Drive, Suite 1650
Irvine, CA 92618

Is Contributor:

- | | | |
|--|---|-----------------------------|
| <input type="radio"/> The Prime Contractor | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |
| <input type="radio"/> Subcontractor | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <input type="radio"/> Agent/Lobbyist hired by Prime to represent the Prime in this RFP | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your Subcontractors, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: Lisa Bartlett
Name of Contributor: Cofiroute USA, LLC
Date(s) of Contribution(s): 08/06/2020
Amount(s): \$250.00

Name of Board Member: Steve Jones
Name of Contributor: Cofiroute USA, LLC
Date(s) of Contribution(s): 08/06/2020
Amount(s): \$250.00

Date: 03/22/2021


Signature of Contributor

Cofiroute USA, LLC
Print Firm Name

Richard Arce
Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
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Irvine, CA 92618

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o The Prime Contractor Yes No
o Subcontractor Yes No
o Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes No

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Name of Board Member: Mark A. Murphy
Name of Contributor: Cofiroute USA, LLC
Date(s) of Contribution(s): 08/06/2020
Amount(s): \$250.00

Name of Board Member: Don Wagner
Name of Contributor: Cofiroute USA, LLC
Date(s) of Contribution(s): 11/24/2020
Amount(s): \$250.00

Date: 03/22/2021


Signature of Contributor

Cofiroute USA, LLC
Print Firm Name

Richard Arce
Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Andrew Do, Chairman
Mark A. Murphy, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Barbara Delgleize, Director
Brian Goodell, Director
Patrick Harper, Director
Michael Hennessey, Director
Gene Hernandez, Director
Steve Jones, Director
Joseph Muller, Director
Vicente Sarmiento, Director
Tim Shaw, Director
Harry S. Sidhu, Director
Donald P. Wagner, Director

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- | | | |
|---|------------------------------|-----------------------------|
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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 3/15/2021

Suresh Kakarla Digitally signed by Suresh Kakarla
Date: 2021.03.15 16:33:52 -05'00'

Signature of Contributor

TollPlus, LLC

Suresh Kakarla

Print Firm Name

Print Name of Contributor

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Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: March 9, 2021

Catherine Larson
Signature of Contributor

Larson Consulting Associates
Print Firm Name

Catherine Larson
Print Name of Contributor

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- Subcontractor Yes No
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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 3/10/21



Signature of Contributor

Two Roads Professional Resources, Inc.
Print Firm Name

Barry Vince
Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

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Contributor or Contributor Firm's Address: _____

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- | | | |
|---|------------------------------|-----------------------------|
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Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 3/8/21



Signature of Contributor

Modern Times, Inc.

Print Firm Name

Joseph Hernandez

Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

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Contributor or Contributor Firm's Address: _____

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- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes _____ No _____

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

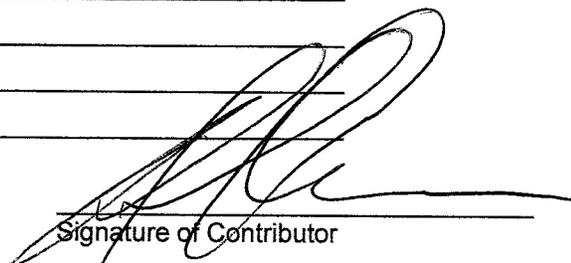
Date(s) of Contribution(s): _____

Amount(s): _____

Date: 3/3/2021

Michael J. Tanen
Print Firm Name

Propwist


Signature of Contributor
Michael J. Tanen
Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

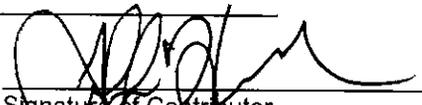
Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 3/4/2021


Signature of Contributor

Southwest Credit Systems, LP
Print Firm Name

Jeff Hazzard
Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations Services for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes No x

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes No
- Subcontractor Yes No
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes No

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

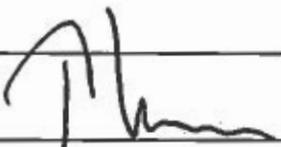
Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 3/4/2021



Signature of Contributor

Duncan Solutions, Inc.

Print Firm Name

Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations Services for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes No

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes No
- Subcontractor Yes No
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes No

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 03/12/2021

Danielle Gutierrez Digitally signed by Danielle Gutierrez
Date: 2021.03.12 09:57:49 -08'00'

Signature of Contributor

Bank of the West

Danielle Gutierrez - Vice President/RM

Print Firm Name

Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations Services for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes No

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes No
- Subcontractor Yes No
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes No

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: March 3, 2021



Signature of Contributor

Paymentech, LLC

Print Firm Name

Matthew P. Leman

Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes No

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes No
- Subcontractor Yes No
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes No

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: March 9, 2021



Signature of Contributor

InfoSend, Inc.

Print Firm Name

Russ Rezai

Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes _____ No X

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes____ No____
- Subcontractor Yes____ No____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes____ No____

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: MARCH 5, 2021

[Signature]
Signature of Contributor

Print Firm Name _____

DAVID CYPRIEN
Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations Services for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes No ✓

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____
Contributor or Contributor Firm's Name: _____
Contributor or Contributor Firm's Address: _____

- Is Contributor:
- The Prime Contractor Yes No
 - Subcontractor Yes No
 - Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes No

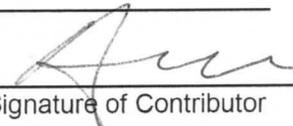
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Name of Board Member: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

Name of Board Member: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

Date: 03/03/2021



Signature of Contributor

Avtex Solutions

Print Firm Name

Don Vander Wal

Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690

RFP Title: BOS & CSC Operations Services for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes No

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: N/A

Is Contributor:

- The Prime Contractor
- Subcontractor
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP

Yes No
Yes No
Yes No

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: Mar. 15, 2021

L.A. Federal Armored
Print Firm Name

Jesse Anthony Ash
Signature of Contributor
Jesse Anthony Ash
Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes _____ No X

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes _____ No _____
- Subcontractor Yes _____ No _____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes _____ No _____

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 3/3/2021



Signature of Contributor

Coresivity Inc.

David Han

Print Firm Name

Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes _____ No XX

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes _____ No _____
- Subcontractor Yes _____ No _____
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes _____ No _____

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

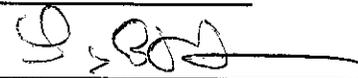
Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 3/3/2021



Signature of Contributor

Unity Courier Service, Inc

Print Firm Name

Larry Lum

Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes No

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|------------------------------|-----------------------------|
| <input type="checkbox"/> The Prime Contractor | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <input type="checkbox"/> Subcontractor | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <input type="checkbox"/> Agent/Lobbyist hired by Prime to represent the Prime in this RFP | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 03.10.2021

Ethan Porter Digitally signed by Ethan Porter
Date: 2021.03.10 09:20:25 -08'00'
Signature of Contributor

ONE NINE ARCHITECTURE
Print Firm Name

ETHAN PORTER
Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes No

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor
- Subcontractor
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP

Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/>	No <input type="checkbox"/>
Yes <input type="checkbox"/>	No <input type="checkbox"/>

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 03/12/2021

WORKSTERS, INC.
Print Firm Name


Signature of Contributor
ANIA KAMINSKA
Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

RFP Number: 0-2690 RFP Title: BOS & CSC Operations for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes No

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|--|------------------------------|-----------------------------|
| <input type="radio"/> The Prime Contractor | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <input type="radio"/> Subcontractor | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <input type="radio"/> Agent/Lobbyist hired by Prime to represent the Prime in this RFP | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

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Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 03/12/2021

Tony Beaman
Signature of Contributor

Digitally signed by Tony Beaman
DN: cn=Tony Beaman, o=Millennium Franchise Group, LLC dba Hacking Solutions, ou, email=tony.beaman@hackingolutions.com, c=US
Date: 2021.03.12 14:04:10 -0800

Millennium Franchise Group, LLC
Print Firm Name

Tony Beaman
Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes No X

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: SMITH PUBLIC AFFAIRS
Contributor or Contributor Firm's Name: CRAIG REINHARDT
Contributor or Contributor Firm's Address: 1517 W. BRADEN CT.
ORANGE, CA 92868

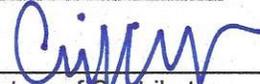
Is Contributor:
o The Prime Contractor Yes No
o Subcontractor Yes No
o Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes No

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

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Name of Board Member: _____
Name of Contributor: N/A
Date(s) of Contribution(s): _____
Amount(s): _____

Name of Board Member: _____
Name of Contributor: N/A
Date(s) of Contribution(s): _____
Amount(s): _____

Date: 3-10-2021
Signature of Contributor: 
Print Firm Name: SMITH PUBLIC AFFAIRS
Print Name of Contributor: CRAIG REINHARDT

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes xxx No

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: Cofiroute USA, LLP
Contributor or Contributor Firm's Name: Roger S. Faubel - Faubel Public Affairs
Contributor or Contributor Firm's Address: 27758 Santa Margarita Parkway, Suite 343
Mission Viejo, CA 92691

Is Contributor:

- | | | |
|--|---|--|
| <input type="radio"/> The Prime Contractor | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| <input type="radio"/> Subcontractor | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| <input type="radio"/> Agent/Lobbyist hired by Prime to represent the Prime in this RFP | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> |

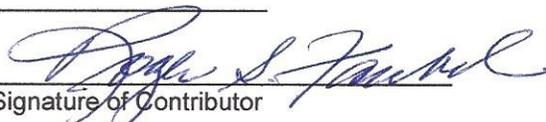
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Name of Board Member: Tim Shaw
Name of Contributor: Roger S. Faubel - Faubel Public Affairs
Date(s) of Contribution(s): 6/30/20
Amount(s): \$ 250.00

Name of Board Member: _____
Name of Contributor: _____
Date(s) of Contribution(s): _____
Amount(s): _____

Date: 3/16/2021


Signature of Contributor

Faubel Public Affairs
Print Firm Name

Roger S. Faubel
Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes x No

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: Cofiroute USA

Contributor or Contributor Firm's Name: Whittingham Public Affairs Advisors

Contributor or Contributor Firm's Address: 31441 Santa Margarita Parkway, #A181
Rancho Santa Margarita, CA 92688

Is Contributor:

The Prime Contractor

Yes

No

Subcontractor

Yes

No

Agent/Lobbyist hired by Prime
to represent the Prime in this RFP

Yes

No

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

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Name of Board Member: Katrina Foley

Name of Contributor: Peter Whittingham

Date(s) of Contribution(s): January 12, 2021

Amount(s): \$249

Name of Board Member: Vicente Sarmiento

Name of Contributor: Peter Whittingham

Date(s) of Contribution(s): July 23, 2020

Amount(s): \$250

Date: March 16, 2021

Signature of Contributor

Whittingham Public Affairs Advisors

Peter Whittingham

Print Firm Name

Print Name of Contributor

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: 0-2690 RFP Title: BOS & CSC Operations for the 405 Express Lanes

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes No

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- | | | |
|---|------------------------------|-----------------------------|
| <input type="checkbox"/> The Prime Contractor | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <input type="checkbox"/> Subcontractor | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| <input type="checkbox"/> Agent/Lobbyist hired by Prime to represent the Prime in this RFP | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your Subcontractors, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

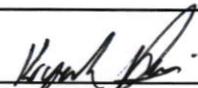
Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: 3/16/2021



Signature of Contributor

Peacock Systems

Print Firm Name

Krupesh Desai

Print Name of Contributor

NAME OF FILER Wagner for Supervisor 2024 I.D. NUMBER 1414830

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE *	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	AMOUNT RECEIVED THIS PERIOD	CUMULATIVE TO DATE CALENDAR YEAR (JAN. 1 - DEC. 31)	PER ELECTION TO DATE (IF REQUIRED)
07/20/2020	Richard Nelson	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Retired Retired	500.00	500.00	P2024 \$500.00
07/20/2020	Tory Whittingham	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Homemaker None	500.00	500.00	P2024 \$500.00
07/21/2020	Alter Management LLC-Andrew Polsky	<input type="checkbox"/> IND <input type="checkbox"/> COM <input checked="" type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC		250.00	250.00	P2024 \$250.00
07/21/2020	Clay Lacy Aviation - Clay Lacy	<input type="checkbox"/> IND <input type="checkbox"/> COM <input checked="" type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC		2,100.00	2,100.00	P2024 \$2,100.00
07/21/2020	Lisa Faubel	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Accounting Manager Faubel Public Affairs	500.00	500.00	P2024 \$500.00
SUBTOTAL \$				3,850.00		

Schedule A

Monetary Contributions Received

SCHEDULE A

Amounts may be rounded
to whole dollars.

Statement covers period		CALIFORNIA FORM 460
from	07/01/2020	
through	12/31/2020	Page 5 of 18
NAME OF FILER		I.D. NUMBER
Lisa Bartlett for Supervisor 2018		1359658

SEE INSTRUCTIONS ON REVERSE

NAME OF FILER

Lisa Bartlett for Supervisor 2018

I.D. NUMBER

1359658

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE *	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	AMOUNT RECEIVED THIS PERIOD	CUMULATIVE TO DATE CALENDAR YEAR (JAN. 1 - DEC. 31)	PER ELECTION TO DATE (IF REQUIRED)
09/04/2020	Cofiroute USA, LLC - Gary Hausdorfer	<input type="checkbox"/> IND <input type="checkbox"/> COM <input checked="" type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC		250.00	250.00	P2018 \$500.00 O2018 \$250.00
09/11/2020	George D. Sumner	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	President Legacy Aviation	2,100.00	2,100.00	O2018 \$2,100.00
10/16/2020	Nick Payzant	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	CEO Cerna Healthcare	500.00	500.00	O2018 \$500.00
11/13/2020	William Borgsmiller	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	CEO ACI Jet	1,000.00	1,000.00	O2018 \$1,000.00
11/13/2020	Lisa R. Faubel	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Accounting Manager Faubel Public Affairs	1,000.00	1,000.00	O2018 \$1,000.00

SUBTOTAL \$

4,850.00

NAME OF FILER

Andrew Do for Supervisor 2020

I.D. NUMBER

1373827

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE *	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	AMOUNT RECEIVED THIS PERIOD	CUMULATIVE TO DATE CALENDAR YEAR (JAN. 1 - DEC. 31)	PER ELECTION TO DATE (IF REQUIRED)
06/30/2020	Eye Q Optometry, Inc.	<input type="checkbox"/> IND <input type="checkbox"/> COM <input checked="" type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC		2,100.00	2,100.00	P2020 \$500.00 G2020 \$2,100.00 P2016 \$250.00 G2016 \$1,900.00
06/30/2020	Family Choice Medical Group, Inc.	<input type="checkbox"/> IND <input type="checkbox"/> COM <input checked="" type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC		2,100.00	2,100.00	P2020 \$2,000.00 G2020 \$2,100.00 G2016 \$250.00
05/20/2020	Lisa Faubel	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Controller Faubel Public Affairs	2,100.00	2,100.00	P2020 \$2,100.00 G2020 \$2,100.00
06/30/2020	Mark Foster	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	President Martin Aviation	2,100.00	2,100.00	G2020 \$2,100.00
06/30/2020	Danielle Gatto	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Property Manager Self	500.00	500.00	P2020 \$500.00 G2020 \$500.00

SUBTOTAL \$ 8,900.00

Monetary Contributions Received

Amounts may be rounded to whole dollars.

Statement covers period

from 03/20/2021
through 06/30/2021

NAME OF FILER

Katrina Foley for Supervisor 2022

I.D. NUMBER

1435506

DATE RECEIVED	FULL NAME, STREET ADDRESS AND ZIP CODE OF CONTRIBUTOR (IF COMMITTEE, ALSO ENTER I.D. NUMBER)	CONTRIBUTOR CODE *	IF AN INDIVIDUAL, ENTER OCCUPATION AND EMPLOYER (IF SELF-EMPLOYED, ENTER NAME OF BUSINESS)	AMOUNT RECEIVED THIS PERIOD	CUMULATIVE TO DATE CALENDAR YEAR (JAN. 1 - DEC. 31)	PER ELECTION TO DATE (IF REQUIRED)
04/16/2021 01/16/2021	Deborah Engle	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	N/A Retired	250.00	250.00	S2021 \$250.00
06/30/2021	Kenneth Fait	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	President F&S Gourmet Foods	200.00	700.00	S2021 \$700.00
06/30/2021	Lisa Faubel	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Accounting Manager Faubel Public Affairs	250.00	250.00	S2021 \$250.00
06/30/2021	Lisa Fenning	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Retired N/A	200.00	325.00	S2021 \$325.00
06/30/2021	Jody Fitt	<input checked="" type="checkbox"/> IND <input type="checkbox"/> COM <input type="checkbox"/> OTH <input type="checkbox"/> PTY <input type="checkbox"/> SCC	Retired N/A	100.00	650.00	S2021 \$650.00
SUBTOTAL \$				1,000.00		

Transferred from affiliated committee:
Katrina Foley for Supervisor 2022 ID# 1435154
Costa Mesa, CA 92626

*Contributor Codes



AFFILIATED AGENCIES

Orange County
Transit District

Local Transportation
Authority

Service Authority for
Freeway Emergencies

Consolidated Transportation
Service Agency

Congestion Management
Agency

February 25, 2021

SUBJECT: Request for Proposals (RFP) 0-2690 “Back Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County”

Gentlemen/Ladies:

This letter and its Attachments comprise **Addendum No. 10** to the above captioned Request for Proposals (RFP) issued by the Orange County Transportation Authority (herein after “Authority”).

Offerors are advised that the Authority needed to make some changes to the RFP documents as described in the table below. The modifications to this RFP are to be construed as part of the document upon which the Offerors shall prepare their Proposals. Whenever possible, the Authority has provided the modified sections in a redline format (changes tracked).

The Authority has posted the revisions to the RFP referenced in the table below on the CAMM NET website, via this Addendum No. 10.

Items in the table below that are marked “Replace Existing Document(s)” are generally posted in a redline format to show the modifications from the most recent official version of that document. Revisions contained in this addendum are as follows:

RFP Document	Replace Existing Document(s)	Comments
Request for Proposals	Request for Proposals is replaced in its entirety	<p>1. Section I: Instructions to Offerors, D. Authority Contact is updated as follows:</p> <p>Commencing on the date of the issuance of this RFP and continuing until award of the Contract or cancellation of this RFP, no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority staff or officers; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the</p>

		<p>Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, Subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of Offeror at the sole discretion of the Authority.</p> <p>This change is made in response to question number 121.</p> <p>2. Form B, Campaign Contribution Disclosure Form, page 4 is updated as follows:</p> <p>ORANGE COUNTY TRANSPORTATION AUTHORITY AND AFFILIATED AGENCIES</p> <p>Board of Directors</p> <p>Steve Jones, Chairman Andrew Do, Vice-Chairman Mark A. Murphy, Vice Chairman Director Lisa A. Bartlett, Director Doug Chaffee, Director Laurie Davies, Director Barbara Delgleize, Director <u>Brian Goodell, Director</u> <u>Patrick Harper, Director</u> Michael Hennessey, Director Gene Hernandez, Director <u>Steve Jones, Director</u> Joseph Muller, Director <u>Vicente Sarmiento, Director</u> Richard Murphy, Director Miguel Pulido, Director</p>
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	<p>Tim Shaw, Director Harry S. Sidhu, Director Michelle Steel, Director Donald P. Wagner, Director</p> <p>3. Section II: Proposal Content, B. Forms, 14. Reference Forms – Form N is updated as follows:</p> <p><u>Offerors and Subcontractor(s), if Subcontractor(s) has the primary responsibility for either the Implementation and Maintenance Phase or the CSC Operations Phase Work,</u> shall complete and submit this Recent Client List with the Technical Proposal.</p> <p>Provide a list of all Offeror's <u>or Subcontractor's (as applicable)</u> contracts in the most recent three years, up to a maximum of 20 contracts.</p> <p>This change is made in response to question number 161.</p> <p>4. Form N is updated to add:</p> <p><u>Subcontractor Name (if applicable):</u></p> <p>This change is made in response to question number 161.</p> <p>5. Section II: Proposal Content, B. Forms, 15. Reference Forms – Form O has the following paragraph added:</p> <p><u>A Subcontractor shall complete Form O Part 1 reference(s) if a Subcontractor has the primary responsibility for the</u></p>
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		<p><u>implementation and Maintenance Work. A Subcontractor shall complete Form O Part 2 reference(s) if a Subcontractor has primary responsibility for the CSC operations Work.</u></p> <p>This change is made in response to question number 161.</p> <p>6. Form O-1 Part 1 is updated as follows:</p> <p>Offeror shall use this attachment to clearly demonstrate how Offeror <u>or Subcontractor (as applicable)</u> meets the <u>minimum</u> qualification requirements for Proposals with regard to Offeror <u>or Subcontractor (as applicable)</u> project experience. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for the Implementation and Maintenance Phase minimum qualifications. <i>References must be from a third party agency or company for whom Offeror <u>or Subcontractor (as applicable)</u> has performed similar services.</i></p> <p>Offeror Name: <u>Subcontractor Name (if applicable):</u></p> <p>Offeror's <u>or Subcontractor's (as applicable)</u> role on project and years of participation (mm/dd/yy to mm/dd/yy):</p> <p>This change is made in response to question number 161.</p>
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		<p>7. Form O-1 Part 2 is updated as follows:</p> <p>Offeror shall use this attachment to clearly demonstrate how Offeror <u>or Subcontractor (as applicable)</u> meets the minimum qualification requirements for proposals with regard to Offeror <u>or Subcontractor (as applicable)</u> project experience in Operations. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for minimum qualifications. <i>References must be from a third party agency or company for whom Offeror <u>or Subcontractor (as applicable)</u> has performed services.</i></p> <p>Offeror's Name: <u>Subcontractor Name (if applicable):</u></p> <p>Offeror's <u>or Subcontractor's (as applicable)</u> role on project and years of participation (mm/dd/yy to mm/dd/yy):</p> <p>This change is made in response to question number 161.</p>
<p>Exhibit A</p>	<p>Exhibit A is replaced in its entirety</p>	<p>1. Exhibit A Definitions and Acronyms, Go-Live definition is updated to:</p> <p><u>Go-Live:</u> The date on which <u>I-405 toll revenue operations commences</u>; when the BOS has been commissioned and the Contractor's operation of the GSC has commenced, in accordance with the Scope of Work and Requirements.</p>

<p>Exhibit B Scope of Services</p>	<p>Exhibit B Scope of Services is replaced in its entirety</p>	<ol style="list-style-type: none"> 1. Exhibit B Scope of Services, Section 1.4 New I-405 CSC Facility, Maintenance changed to maintenance (6 instances) 2. Exhibit B Scope of Services, Section 1.4 New I-405 CSC Facility, Equipment changed to equipment
<p>Exhibit B Volume III</p>	<p>Exhibit B Volume III is replaced in its entirety</p>	<ol style="list-style-type: none"> 1. Exhibit B, Vol III, Sect. 1.1.2. I-405 CSC and WIC Facility, Requirement #7 is updated as follows: <p>The Contractor shall facilitate, coordinate and be the point of contact for all I-405 CSC Facility and Eequipment related Mmaintenance and repairs that are not the fault of the Contractor (either the Authority will pay directly for the <u>maintenance and repairs</u> or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process). All Contractor labor necessary for these services shall be included in the Contractor's Price Proposal and shall not be invoiced or be considered additional Work. Repairs that are the result of Contractor actions shall be handled and paid for by the Contractor alone and the Authority shall be notified and kept informed.</p> <p>This change is made in response to question number 162.</p> 2. Exhibit B, Vol III, Sect 1.1.2.2. New I-405 CSC and Walk-in Center (WIC), Requirement #19 is updated as follows:

		<p>The Contractor shall provide Maintenance at this Facility and ensure that the Facility is professional in appearance and clean.</p> <p>This change is made in response to question number 162.</p> <ol style="list-style-type: none"> 3. Exhibit B, Vol III, Section 1.1.2. I-405 CSC and WIC Facility, Introduction, Maintenance changed to maintenance 4. Exhibit B, Vol III, Section 1.1.2. I-405 CSC and WIC Facility, Requirement #7, Maintenance changed to maintenance (2 instances) 5. Exhibit B, Vol III, Section 1.1.2. I-405 CSC and WIC Facility, Requirement #7, Equipment changed to equipment 6. Exhibit B, Vol III, Section 1.1.2.1. OCTA Store WIC, Introduction, Equipment changed to equipment 7. Exhibit B, Vol III, Section 1.1.2.2. New I-405 CSC and Walk-in Center (WIC), Requirement #20, Maintenance changed to maintenance
<p>Exhibit E</p>	<p>Exhibit E is replaced in its entirety</p>	<ol style="list-style-type: none"> 1. Exhibit E, Article 5, paragraph C. has the last sentence updated as follows: <p>C. Extensions Not Constituting Waiver: AUTHORITY's election to extend the Initial Term under Option Term 1 and/or Option Term 2, shall not diminish its right to terminate the AGREEMENT for</p>

		<p>AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this AGREEMENT. The maximum Term of this AGREEMENT shall be thirteen (13)<u>fourteen (14)</u> years from the Effective Date.</p> <p>This change is made in response to question number 175.</p> <p>2. Exhibit E, Article 72, paragraph C. has the last sentence updated as follows:</p> <p>CONTRACTOR shall not comment publicly to the press or any other media regarding the Agreement or <u>AUTHORITY's</u>LOCAL AGENCY's actions on the same, except to <u>AUTHORITY's</u>LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee.</p> <p>This change is made in response to question number 180.</p>
<p>Form Q Conformance Matrix</p>	<p>Form Q Conformance Matrix is replaced in its entirety</p>	<p>1. Includes updates to Exhibit B requirements.</p>

Offerors are advised that the latest Proposers' Questions and Authority's Responses Log is included as part of this Addendum No. 10.

Offerors are advised that the previous response to Question No. 121 issued with Addendum No. 9 has been revised and a new response to Question No. 121 is included as part of this Addendum No. 10.

February 25, 2021

Page 9

Offerors are advised that the Authority would like to make the following clarification of the Disadvantaged Business Enterprise requirements:

The DBE participation achieved towards the contract DBE goal is based on the value of DBE participation (all tiers) divided by the Prime Contractor's total contract value. DBE commitments at all tiers are combined to get the total value of DBE participation. If a DBE has a contract but then subcontracts a portion of that work out, it would not include the portion of work it is not performing in its DBE participation.

Example: Prime -> Sub 1 Non-DBE \$100 (Tier 1) -> Sub 2 DBE \$40 (Tier 2) -> Sub 3 DBE \$10 (Tier 3), etc.

Based on the above example the total DBE participation would be \$40, the total value of the Tier 2 DBE's self-performed work (\$30) and the Tier 3 DBE's work (\$10). Note: this example assumes that both of these DBE firms are subconsultants allowing them 100% credit for the work they performed. If they were suppliers a 60% factor would be applied:

the total DBE participation would be \$24, the total value of the Tier 2 DBE's self-performed work (\$18) and the Tier 3 DBE's work (\$6).

Offerors are advised that the Authority would like to make the following clarification of the CSC Operations Support for Ramp-Up Customer Services requirements:

The BOS will need to be up and running to support Ramp-Up/Customer Services.

The liquidated damages associated with the Performance Measures will not apply until the Operations and Maintenance Phase begins at Go-Live; however, during Ramp-up/Customer Services the Contractor is expected to staff operations and perform at the level indicated by the Performance Measures.

The Authority does not have anticipated volumes for this period.

Offerors are advised that the Davis-Bacon Act Wage Determination # CA20210024 is included as part of this Addendum No. 10.

February 25, 2021

Page 10

Offerors are advised that the Authority has made available, on its CAMMNET website, a DBE Responsiveness Training which can be found at the following link: <https://cammnet.octa.net/dbe-accordion/>. Offerors are encouraged to visit and benefit from the information provided at the link.

Offerors are reminded to acknowledge receipt of this **Addendum No. 10** in their Letter of Transmittal, which is to accompany the proposal.

Offerors are advised that all changes addressed in this **Addendum No. 10** shall be incorporated into the final Agreement.

Questions regarding this **Addendum No. 10** should be directed to the undersigned at 714-560-5743.

Sincerely,

Bob Webb

Bob Webb

Principal Contracts Administrator

Contracts Administration and Materials Management

Proposers' Questions and Authority's Responses LOG

RFP 0-2690

**Back office System and Customer Service Center Operations Services
for the 405 Express Lanes in Orange County**

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
1.				I am unable to extract the following forms from the main RFP file "RFP 0-2690.pdf". I get the following error: "There was a problem reading this document (15)." Form D-3: Bidders List Form O: Reference Forms Form P: List of Subcontractors Are you able to send these forms out separately so they can be filled in?	Forms D-3: Bidders List, Form O: Reference Forms and Form P: List of Subcontractors are included as separate documents in Addendum No. 6.	
2.				Our primary concern is around the requirement to pre identify the key team personal who we would use to staff. These people would not be hired unless we won the bid. Is this a requirement?	Yes it is a requirement to identify key personnel within your proposal. Please See instructions to identify Key Team Personnel in Section II. A. 4. Proposal Section B – Staffing and Project Organization.	
3.				Can you share any info on why the first bid was not awarded and reissued?	The first procurement was not awarded due to OCTA's desire to increase competition to meet federal funding requirement.	
4.				Is this for the Toll Roads in Irvine on Pacifica?	No, it is not. This Express Lanes facility is for the freeway widening project on the I-405 in Orange County.	
5.				Where is the office?	The customer service center office will be located somewhere along the I-405 project corridor, to be determined in the near future.	
6.				Will there be any requirement for console or technical furniture for the CSC Operations Space being provided by OCTA for the project?	As part of the facility build-out, OCTA will provide the console or technical furniture for the CSC Operations space based on a design developed by OCTA and the selected Offeror. That furniture will not be acquired by the selected Offeror as part of this RFP.	
7.				OCTA is planning on a TSOC. Will that facility be controlling traffic for this project?	The Traffic Operations Center that will monitor the I-405 Express Lanes has been acquired as part of a previous RFP and is planned to be located at the OCTA Bus Yard Building in Santa Ana.	
8.	N/A	Form Q	Conformance Matrix	Please note that Form Q is 'Protected' and we are therefore unable to add input.	Instructions are available in the "Instructions" tab of Form Q and in this addendum. Responses are only allowed for the rows with requirements. Submit a follow up question if this remains an issue.	Added "Instructions for Completing Conformance Matrix" to Form Q: Conformance Matrix, page 57 in the RFP. These instructions are a tab of the Excel file version of the Conformance Matrix included in the RFP zip file, but were not included in the PDF version of the RFP. Addendum No. 6

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
9.	32/1132	Section 4	DBE Program Requirements and forms	Please clarify if Form D-2 (Good Faith Efforts) is required if the DBE goal is met. Conflicting requirement: Form D02 states it must be completed even if the goal is met, whereas, the RFP indicates to include only if the DBE goal wasn't met.	<p>The DBE Information – Good Faith Efforts (Form D-2) is not required if the DBE goal is met with eligible participation on Exhibit 10-01 “Consultant Proposal DBE Commitment Form” (Form D-1) and supported by DBE Letters of Acknowledgement and Commitment from each listed DBE firm.</p> <p>The language on Form D-2 “Proposer should submit the following information even if the “DBE Participation Commitment Form” indicates that the proposer has met the DBE goal.” was included to encourage submission of Form D-2, to protect the proposer’s eligibility for award of the contract if Authority determines that the proposer failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the proposer made a mathematical error.</p>	
10.	21/1132	Section A.1	Format	Regarding using a single method of fastening, please confirm if a 3-ring binder is acceptable.	Authority confirms that a 3-ring binder an acceptable method of fastening a proposal.	
11.				Is it possible to filter specifically for print/mail house related DBE's? If so, how can the potential Offeror do this?	<p>A few of the NAICS codes associates with printing are as follows:</p> <ul style="list-style-type: none"> • 323111 - Commercial Printing (except Screen and Books) • 323120 Support Activities for Printing • 511199 All Other Publishers <p>A few of the Work Category codes (WCC) associated with printing are as follows:</p> <ul style="list-style-type: none"> • D2750 COMMERCIAL PRINTING • D2790 PRINTING TRADE SERVICES <p>For detailed instructions on searching by a NAICS/WCC please see the attachment to Addendum No. 7 labeled “How to Create a DBE Listing by Location and Scope”.</p>	
12.				Could Authority confirm that Douglas Stewart is not considered a DBE company? From the previous proposal, it seemed as if they were close to becoming one within the next couple of months, so we are curious if you had a more updated list of DBE's?	As of January 29, 2021, this firm was not found in the CUCP database of certified firms when searching by firm name. (See Attachment to Addendum No. 7) The best way to search for a firm's certification is by its Certification Firm ID, if available. For detailed instructions on searching by a Firm ID or name, please see the attachment to Addendum No. 7 labeled “How to Verify if Your Listed DBE Firms are Certified”.	
13.				Please reconfirm the due date for this procurement by providing it in response to answers to questions.	The due date for this procurement is March 22, 2021.	
14.				Why has this bid been released at this time?	The I-405 Express Lanes are brand new and currently not in operation. The solicited services are needed to meet the I-405 Express Lanes opening date.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
15.				Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.	The I-405 Express Lanes are brand new and currently not in operation.	
16.				Has the current contract gone full term?	The I-405 Express Lanes are brand new and currently not in operation.	
17.				What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?	The I-405 Express Lanes are brand new and not currently in operation; therefore, current data are not available.	
18.				Please provide a complete list of the means of inbound and outbound communication the call center must accommodate.	<ul style="list-style-type: none"> • Phone • Chat • Email • SMS • Fax • USPS • Walk-in 	
19.				Is previous experience with any specific customer information systems, phone systems, or software required?	The requirements do not dictate the use of specific systems. However, the potential Offeror is required to provide customer information systems, phone systems, and software, as well as other components, to meet the Scope of Work.	
20.				What is the minimum required total call capacity?	Exhibit B, Volume II, Section 1.13.1. Telephony Systems Requirements, Requirement 1311 – The Contractor shall provide sufficient Session Initiation Protocol (SIP), or equivalent, to support 200 percent of anticipated call volumes.	
21.				What is the minimum simultaneous inbound call capacity?	Exhibit B, Volume II, Section 1.13.1. Telephony Systems Requirements, Requirement 1307 – The Contractor shall provide a telephony system including an automated call distributor (ACD) that is fully integrated with the BOS for capable of simultaneously handling inbound/outbound customer calls, all CSC Operations calls and on-site BOS personnel internal calls. The telephony system shall be capable of meeting all current and future capacity Requirements.	
22.				What is the maximum wait time?	There is not a defined maximum wait time. The Operational Performance Measure that must be achieved is 80% of all calls must be answered within 60 seconds.	
23.				What is the maximum hold time?	There is not a defined maximum hold time.	
24.				What percentage of inbound calls must be answered by a live operator?	There is no requirement or performance measure for percentage of inbound calls answered by a live operator.	
25.				What percentage of calls must be resolved without a transfer, second call, or a return call?	There is no requirement or performance measure for the percentage of transfers.	
26.				What is the maximum percentage of calls that can be terminated by the caller without resolution?	There is no requirement or performance measure for the maximum number of calls that can be terminated without resolution.	
27.				Is there a minimum or maximum number of operators and supervisors?	The Offeror is required to use its knowledge and experience to staff the CSC with the correct number of operators and supervisors to consistently meet the performance measures.	

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					The number of operators and supervisors must be within the approved price proposal and adhere to the approved staffing plan.	
28.				What are the call center's hours of operation?	The minimum hours of operation can be found in Exhibit B, Volume III, Section 1.1.2.2.1. Hours of Operation and Holidays, Requirement 27 provides the Call Center hours of operation as 8:00am – 6:00pm Monday – Friday, Pacific Time.	
29.				What are the required language options?	Exhibit B, Volume III, Section 1.1.2.3. Serving Customers with Special Needs, Requirement 32. English and Spanish are required onsite and the Contractor shall provide a real-time translation service for all other languages.	
30.				What is the required degree of dedication for the call center?	The call center systems supporting the call center staff is intended to be 100% dedicated to this project.	
31.				What is the required degree of dedication for the operators?	The operators and supervisors will be located at an OCTA provided facility and are intended to be 100% dedicated to this project.	
32.				Are callers required or allowed to connect with a message verification system or pre-recorded message before connecting to a live operator, or must a live operator be the initial contact?	Callers are allowed to connect with an IVR/automated system prior to connecting to a live operator. However, the Operational Performance Measure that must be achieved is 80% of all calls (requesting to speak with a CSR) must be answered (by a CSR) within 60 seconds.	
33.				What are the recording requirements for inbound and outbound phone calls and how long must recordings be maintained?	Exhibit B, Volume I, Section 4.2.17. Records, Requirement 180 requires that customer phone calls shall be online and readily available for a minimum of 2 years after date of recording.	
34.				What are the recording and storage requirements for non-phone communications?	Exhibit B, Volume I, Section 4.2.17. Records, Requirements 179 and 180 provide direction on non-phone communication retention.	
35.				What information is to be included in call logs?	General logging requirements are provided in Exhibit B, Volume II, Section 1.1.2.4. Logging Mechanism. In addition, the Offeror should anticipate that all information collected by the system related to a customer contact will be stored appropriately in the BOS.	
36.				What was your average monthly call volume over the past year?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
37.				What is the current number of seats for operators and supervisors at your existing call center?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
38.				What is the current average wait time for phone calls?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
39.				What is the current average handle time for phone calls and other types of communications?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
40.				What is the current average after-call work time for operators?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	

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41.				Over the past year, what is the percentage of calls received in English versus non-English?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
42.				Over the past year, what percentage of calls received were in Spanish?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
43.				What time of day, days of the week, or times of the year do calls typically peak?	The I-405 Express Lanes are brand new and currently not in operation; therefore, current data is not available.	
44.	140/1132	Section 7.2.1	Unit Testing	Please clarify the term "Unit Testing" as its definition and scope is unclear and may be referring to a formal FAT (Factory Acceptance Phase). We respectfully ask if "Unit Testing" should be replaced with "System Testing".	Unit Testing will not be replaced with System Testing. System Testing is not a defined term. Please feel free ask a more specific follow-up question regarding Unit Testing requirements or to clarify the scope.	
45.	95/1132	Exhibit B, Volume I, Req 64	ADA Compliance	Please clarify if the ADA compliance is applicable only to the Self Service Web site.	ADA compliance is applicable in areas in addition to the Self Service Website, for example: <ul style="list-style-type: none"> • See Exhibit B, Volume I, Section 2.4. Staff Selection Requirements, Requirement 64 • See Exhibit B, Volume III, Section 1.1.2. I-405 CSC and WIC Facility, Requirement 10, The Contractor shall provide and install all internal workspace signage and name plates that are Americans with Disabilities Act (ADA) compliant. • See Exhibit B, Volume III, Section 1.1.2.3. Serving Customers with Special Needs, in total 	
46.	620/1132	Exhibit C	Preliminary Milestone Schedule	Please clarify what triggers the O&M phase to start. Month 36? Does it start as soon as month 30 when the BOS Acceptance phase is approved or at month 36?	The Operations and Maintenance Phase begins at Go-Live.	
47.	450/1132	Operations KPIs, #'s 7 and 13	KPI's	Operations KPI #'s 7 and 13 appear to be duplicates of each other. Would the agency consider consolidating to one?	Authority will not consider consolidating these. KPI #7 is Speed of Answer for the Call Center. KPI #13 is WIC wait time.	
48.	450/1132	Operations KPI #12	KPI's	Operations KPI #12 regarding first contact resolution. To accurately and completely resolve many issues will require follow up with the customer (i.e. customer providing documentation etc.). Contractor is waiting on customer in order to resolve. These could easily be misidentified as not meeting first contact KPI. Would agency please consider adding language exempting contacts where Contractor is waiting on customer response in order to resolve?	Authority will not consider adding this language. The KPI of 85% allows for 15% of the contacts to be unresolved after the first contact. Customer Survey question(s) for First Contact Resolution will be developed during the Implementation Phase to incorporate potential follow up time for additional customer response	
49.	450/1132	Operations KPI #14	KPI's	Operations KPI #14 regarding case resolution. To accurately and completely resolve many issues will require follow up with the customer (i.e. customer providing documentation etc.). Contractor is waiting on customer in order to resolve. Would agency please consider adding language exempting cases where Contractor is waiting on customer response in order to resolve	Authority will not consider adding this language. The clock for this measure will not count time during which the Contractor is waiting for response from Authority or from the customer. Cases will have dispositions that will indicate waiting on customer or Authority documentation/response which will be agreed upon during the Implementation Phase.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
50.	451/1132	Operations KPI #15	KPI's	Operations KPI #15 regarding monthly case resolution. To accurately and completely resolve many issues will require follow up with the customer (i.e. customer providing documentation etc.). Contractor is waiting on customer in order to resolve. In some cases the customer may never provide promised documentation or complete required action. Would agency please consider adding language exempting contacts where Contractor is waiting on customer response in order to resolve	Authority will not consider adding this language. Cases which will be reviewed for accuracy will be cases which are deemed closed by the Contractor.	
51.	451/1132	Operations KPI #18	KPI's	Operations KPI #18 regarding high priority case resolution. To accurately and completely resolve many issues will require follow up with the customer (i.e. customer providing documentation etc.). Contractor is waiting on customer in order to resolve. Would agency please consider adding language exempting cases where Contractor is waiting on customer response in order to resolve	Authority will not consider adding this language. The clock for this measure will not count time during which the Contractor is waiting for response from Authority or from the customer. Cases will have dispositions that will indicate waiting on customer or Authority documentation/response which will be agreed upon during the Implementation Phase.	
52.	All	Form Q	Conformance Matrix	As a follow-up to the Authority's response to Addendum #6 regarding protected cells, it appears that Column C is greyed out for rows that are requirements, based on the requirement number expressed in Column A. Even so, those rows require a response to the other columns. One example is Volume II, lines 157-166. Please clarify that a response is needed for Column's D - H, even if Column C is greyed out.	A response is required for each requirement. If Column C is greyed out, then provide a response in Columns D – H.	
53.	21/1132	Section II. Proposal Content	Proposal Format and Content	In regards to the double-spacing requirement, we respectfully request something less restrictive, possibly 1.2 - 1.5 spacing.	No change will be made to the RFP requirements.	
54.	49/1132	Exhibit A	Definitions – Merchant Services Provider	The Authority is asking that the Contractor also provide the Merchant Services Provider as part of their overall scope of services. Question: Will the Authority be the Merchant of Record (MOR) and sign any resulting merchant services agreement, or does the Authority expect the Contractor to act as the MOR?	Authority will be the Merchant of Record. Contractor will be the Submitter.	
55.	RFP page 11	I.U	Execution of Contract	The RFP provides that a "Letter of Guaranty" may be required at the Authority's sole discretion. The notion of "Letter of Guaranty" is not defined in the RFP. Question: Given that the RFP already requires the Contractor to provide Performance Bonds, Payment Bonds and Operation and Maintenance Bonds, please confirm that at this time a Letter of Guaranty is not required.	At this time, a Letter of Guarantee is not required in addition to the Payment and Performance bonds.	

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56.	, 6 of 10	Exhibit B, Scope of Work, Volume IV Section 1.2	CSC Operations Performance Measurement	<p>KPI #8 Abandon Rate – The Contractor shall ensure incoming calls do not abandon prior to speaking with a CSR.</p> <p>Question: Performance Measure #8 does not specify a reduction related to short abandon calls. Will the Agency consider excluding for short abandon calls (calls less than 30 seconds) from the metric?</p>	No change will be made to the RFP requirements.	
57.	10-11 of 109	Exhibit E, Proposed Agreement, Article 4.C.6	Key Team Personnel	<p>Question: Would the Authority consider amending this clause to require Contractor to provide resume and qualifications of a proposed replacement no later than 30 Business Days after Contractor becomes aware that a Key Team Personnel is no longer available?</p> <p>Question: Would the Authority consider LDs are imposed if Contractor isn't demonstrating consistent reasonable efforts to fill the position?</p>	No change will be made to the RFP requirements.	
58.	15 of 109	Exhibit E, Proposed Agreement, Article 7.D	Start and Phases of Work	<p>Proposer acknowledges that the Authority may change the Go Live date by up to 90 days in either direction. However, such a move will likely impact schedule, planning and costs. Proposer suggests that such a significant schedule change should be subject to the contractual change procedure.</p> <p>Question: Will the Authority please add language providing that the Authority must use the change procedure to change the Go Live date?</p>	No change will be made to the RFP requirements.	
59.	26-28 of 109	Exhibit E, Proposed Agreement, Article 14	Indemnification	<p>Question: Will the Authority consider including a cross-indemnity provision whereby Authority shall defend, indemnify and hold harmless Contractor for negligent acts by the Authority?</p>	No change will be made to the RFP requirements.	
60.	26-28 of 109	Exhibit E Proposed Agreement, Article 14	Indemnification	<p>Question: Please confirm that the obligations of Article 14 only attach to causes of action or IP infringement (or alleged infringement) that occurred during the term of the Agreement (although the obligation itself may still be exercised after the term of the Agreement).</p>	No change will be made to the RFP requirements. Section 14 by its terms is limited to claims "in connection with or arising out of the performance of this Agreement." With respect to IP, indemnity obligations apply during any period in which a claim is made against AUTHORITY for IP infringement.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
61.	26 of 109	Exhibit E, Proposed Agreement, Article 14.A	Indemnification	<p>Question: Please add language clarifying that the intention of the indemnification clause is not to provide an alternative means of dealing with inter-party disputes.</p> <p>For example: "The indemnification requirement set forth in this Section 14.A is intended to provide protection to AUTHORITY with respect to third-party claims. It is not intended to provide AUTHORITY with an alternative cause of action for damages incurred directly by AUTHORITY with respect to any breach of this AGREEMENT."</p>	No change will be made to the RFP requirements. Under California law, Indemnity provisions only relate to third party claims unless the Agreement provides otherwise. See <i>Zalkind v. Ceradyne, Inc.</i> (2011) 194 Cal.App.4 TH 110. The Agreement does not provide otherwise.	
62.	26-28 of 109	Exhibit E, Proposed Agreement, Article 14	Indemnification	<p>Question: Will the Authority consider adding language stating that if the Authority is found to be partially at fault, Contractor is not required to indemnify the Authority from or against the percentage of fault attributable to the Authority?</p>	No change will be made to the RFP requirements.	
63.	34 of 109	Exhibit E, Proposed Agreement, Article 17.A	Disputes	<p>The dispute resolution provision suggests that all decisions, except questions of law, will be decided by the Authority itself and does not provide any opportunity to appeal.</p> <p>Question: Will the Authority consider adding an appeal right?</p>	No change will be made to the RFP requirements. The language specifies that no decision by Authority on a question of law is binding. It does not state all other questions are binding as suggested. The right of appeal is with the superior court or as the parties may otherwise agree.	
64.	34 of 109	Exhibit E, Proposed Agreement, Article 17	Disputes	<p>The dispute resolution provision suggests that all decisions will be made by the CAMM, but proposer suggests that certain matters should be excluded due to their subject matter.</p> <p>Question: Will the Authority consider adding a list of "Excluded Matters" that will be sent directly to Orange County courts or arbitration rather than to the Authority's CAMM? Matters that are customarily excluded from agency decision-making include: (a) disputes involving intellectual property rights, (b) disputes unrelated to Scope of Work, payments, or the Agreement, and (c) disputes about termination other than for cause.</p>	No change will be made to the RFP requirements. See above response. In addition, one of the primary purposes of the administrative dispute resolution process is to avoid litigation no matter what matter be the subject of the dispute	
65.	34 of 109	Exhibit E, Proposed Agreement, Article 17.B	Disputes	<p>The dispute resolution clause says questions of law will be settled in Orange County Courts or the parties may elect mediation or arbitration.</p> <p>Question: Will the Authority consider adding a provision waiving the right to jury trial for questions settled in Orange County Courts?</p> <p>Question: Will the Authority consider adding a provision requiring the use of California law for questions settled by arbitration?</p>	No change will be made to the RFP requirements. The parties can agree to waive a jury trial. To the extent the parties agree to arbitration, the rules therefore can be agreed upon at that time.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
66.	34-38 of 109	Exhibit E, Proposed Agreement, Article 18 & 19	Liquidated Damages/Actual Damages	<p>Question: Will the Authority consider placing a cap on both the Implementation damages and the Operations damages?</p> <p>Question: Will the Authority also consider adding a provision that except for losses under these Articles, neither party will be liable to the other for any special, consequential, punitive or other indirect damages?</p>	No change will be made to the RFP requirements.	
67.	38 of 109	Exhibit E, Proposed Agreement, Article 20.A	Risk of Loss	<p>This section says that Proposer carries risk of loss "except to the extent caused by the sole negligence ... of the Authority". The combination of "to the extent" and "sole negligence" is ambiguous.</p> <p>Question: Will the Authority please delete the word "sole" so that the Authority's intended meaning is clear?</p>	No change will be made to the RFP requirements. Contractor is in the best position to defend against a risk of loss. This provision is to avoid having Contractor shift partial blame to the Authority. These are common contractual terms.	
68.	38-40 of 109	Exhibit E, Proposed Agreement, Article 21.A.1	Event of Default	<p>Question: Please consider adding the following clarifications to defaults:</p> <p>(a): add materiality thresholds for dollar amounts and days delay;</p> <p>(b): make a definitive list, not any Deliverable; if Authority wants more than insurance, bonds and other performance security, please specify;</p> <p>(c): delete – many factors can contribute to a project's failure to strictly adhere to schedule, and other protections are in place for failure to meet terms of agreement;</p> <p>(g): see comment to (a);</p> <p>(i) change to "Contractor takes an action without approval of Authority, where required under this Agreement"; and</p> <p>(k) add materiality threshold.</p>	No change will be made to the RFP requirements.	
69.	40-41 of 109	Exhibit E, Proposed Agreement, Article 21.A.2		<p>To provide certainty in the operation of the Agreement, Proposer requests that the Agreement provide for a minimum period in which to provide requested assurances.</p> <p>Question: Will the Authority please add language stating that the time period to provide requested assurances is not less than 15 days, which would match the cure period in Article 21.B.</p>	No change will be made to the RFP requirements. Unlike 21.B, which is a time period for curing a default, 21.A.2 is not a time period for cure, but rather submission of written documentation that Contractor can perform. Outside of providing a written assurance, the Contractor is not being asked to take any action.	
70.	42 of 109	Exhibit E, Proposed Agreement, Article 21.C.1	Remedies in the Event of Default: Notice of Termination for Cause	<p>Question: Please delete the following from lines 16-19: "including but not limited to all technical specifications, drawings, source code, and object code placed in Escrow. Authority may make such escrowed materials available to third parties, along with third party licenses and Software, and/or procure other materials, plant, tools, Equipment and supplies." Escrow is separately dealt with in Article 27.</p>	No change will be made to the RFP requirements.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
71.	44 of 109	Exhibit E, Proposed Agreement, Article 22.A	Termination for Convenience	<p>Question: Will the Authority please add a 90-day notification period to exercise termination for convenience?</p> <p>Question: Please provide specificity for allowable costs, e.g., costs necessary to affect such termination, including without limitation reasonable costs incurred in performing the obligations under Article 36.</p>	No change will be made to the RFP requirements.	
72.	44 of 109	Exhibit E, Proposed Agreement, Article 22.B	Termination for Convenience	<p>This section broadly claims ownership of all reports, investigations, appraisals, drawings, etc. performed to the date of termination. This is fair insofar as it relates to Authority data and other information belonging to Authority. However, it is too broad because it catches internal notes and studies which may not exclusively relate to the Authority and which may not be intended for the Authority's review or consumption.</p> <p>Moreover, this section is too broad to the extent it claims ownership of any of Contractor's or subcontractor's proprietary information or software (including data reporting tools) which may be included in or used in the preparation of such reports, investigations, etc.</p> <p>Question: Please exclude internal documentation, correspondence, etc. from this Section.</p> <p>Question: Please exclude proprietary information or software (including reporting tools and other IP) from this Section as the IP license terms are provided in Articles 25 and 26.</p> <p><u>See also Article 43 which has similar rights and obligations.</u></p>	<p>Authority has changed the word "work" to capitalize "Work" in Article 22.B to clarify ownership is with respect to documents produced for this Agreement. Authority is entitled to all IP documents, materials and Deliverables (i) created under the Contract; (ii) contain Project IP, CONTRACTOR IP, or 3RD Party IP for which Authority has a license, or (iii) contain Authority data. In no event should Contractor be incorporating information, data or IP (i) not for the purpose of the Agreement or (ii) for which a license has not been properly granted per Article 25.B. No other change will be made.</p>	<p>Exhibit E, Article 22.B. is updated as follows:</p> <p>Upon termination, AUTHORITY shall be entitled to all workWork, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not.</p> <p>Addendum No. 9</p>

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73.	45 of 109	Exhibit E, Proposed Agreement, Article 22.C	Termination for Convenience	<p>This Section provides that the Authority can suspend the Agreement at no additional cost. However, any suspension of the Agreement will incur significant costs, either due to demobilization and remobilization of the project, or in costs for continued employment of personnel and licensing of necessary software. In addition, for anything more than a <i>de minimis</i> suspension, an equitable extension of the contract term should be granted.</p> <p>Question: Please provide language stating that any suspension of the Agreement lasting for more than a <i>de minimis</i> period of time, will be subject to the change control procedure to take into account the duration of the suspension, the cost for demobilization/remobilization, and other necessary costs incurred.</p>	<p>Authority has included the following language in 22.C.: "AUTHORITY may temporarily suspend this Agreement. Upon AUTHORITY providing written notice of such suspension to CONTRACTOR, CONTRACTOR shall immediately suspend all activities under this Agreement; provided that AUTHORITY agrees to reimburse CONTRACTOR only for costs necessarily incurred in ceasing such activities."</p>	<p>Exhibit E, Article 22.C. is updated as follows:</p> <p><u>AUTHORITY may temporarily suspend this Agreement. Upon AUTHORITY providing written notice of such suspension to CONTRACTOR, CONTRACTOR shall immediately suspend all activities under this Agreement; provided that AUTHORITY agrees to reimburse CONTRACTOR only for costs necessarily incurred in ceasing such activities., at no additional cost to AUTHORITY, provided that CONSULTANT is given written notice of temporary suspension. If AUTHORITY gives such notice of temporary suspension, CONTRACTOR shall immediately suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the notice of termination.</u></p> <p>Addendum No. 9</p>
74.	48-49 of 109	Exhibit E, Proposed Agreement, Article 25.A	Intellectual Property	<p>As currently drafted, 25.A limits Contractor's ability to use IP developed in the context of the Project in its future projects or products, which is off market and imposes unreasonable restrictions on Contractor's future product marketing and development.</p> <p>Question: Will the Authority consider negotiating the provisions regarding ownership and licensing of Project Intellectual Property as between the Authority and the Contractors to give the Authority all IP rights necessary to undertake the Project if necessary, while not unduly burdening the Contractor going forward?</p> <p>Note also that the Escrow Agreement should be modified to match the licensing arrangement in Section 25.</p>	<p>No change will be made to the RFP requirements.</p>	

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75.	50 of 109	Exhibit E, Proposed Agreement, Article 25.B	Intellectual Property	<p>Section 25.B is ambiguous about the extent of the license and could be read to extend more broadly than is presumably intended.</p> <p>Question: Will the Authority consider revising Section 25.B to clarify the scope of the license granted to the Authority. For example, providing the license is "to use, distribute, reproduce, adapt and display, and prepare derivative works of the CONTRACTOR Intellectual Property solely for the Project or any Deliverable, Work, service(s), and/or Software, including any Upgrades, Updates or Enhancements <u>thereto solely for the Project.</u>"</p> <p>Note also that the Escrow Agreement should be modified to match the licensing arrangement in Section 25.</p>	<p>Authority has changed the last sentence in 25.A.1. to read:</p> <p>"All rights granted in this Article 25.A.1 only, shall terminate at the expiration of the Term or upon earlier termination subject to Articles 21 or 22." No other changes will be made.</p>	<p>Exhibit E, Article 25.A.1. has the last sentence updated as follows:</p> <p>All rights granted in this Article <u>25.A.1 only</u>, shall terminate at the expiration of the Term or upon earlier termination subject to Articles <u>21 or 22.</u></p> <p>Addendum No. 9</p>
76.	52-53 of 109	Exhibit E, Proposed Agreement, Article 26.B	Intellectual Property Escrow	<p>Intellectual Property Escrows also may include Affiliates as parties and may include deposit of their Intellectual Property.</p> <p>Question: The last sentence mentions "Affiliates," which is undefined. Please consider revising to "third parties whose Third Party Intellectual Property is required to be deposited in escrow pursuant to this Agreement" or similar.</p>	No change will be made to the RFP requirements.	
77.	53 of 109	Exhibit E, Proposed Agreement, Article 26.E	Intellectual Property Escrow	<p>Question: Will the Authority please revise clause 1 to clarify that the escrow release will occur only for termination "for a material breach of the Agreement by Contractor pursuant to Section 21.C.1"?</p> <p>Note also that the Escrow Agreement should be modified to match the revised release conditions in Section 26.E.</p>	No change will be made to the RFP requirements.	
78.	53-54 of 109	Exhibit E, Proposed Agreement, Article 26.F	Intellectual Property Escrow	<p>Question: Will the Authority please revise this section to provide that in the event of release pursuant to Section 26, the Authority can take any action consistent with the license rights set forth in Article 25. The rights under this section should not be broader than the actual license granted.</p>	No change will be made to the RFP requirements.	
79.	58-59 of 109	Exhibit E, Proposed Agreement, Article 28.F	Data Accuracy	<p>Question: Will the Authority consider deleting the final clause "and Contractor agrees to waive any applicable limitation periods consistent with enforcement of this provision."</p>	No change will be made to the RFP requirements.	

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80.	62 of 109	Exhibit E, Proposed Agreement, Article 31.E	Coordination with other Contractors	<p>The second sentence of Section 31.E provides "Any damage to Work, persons or property of CONTRACTOR by other contractors shall be the responsibility of other contractor(s) and CONTRACTOR shall have no claim against AUTHORITY or Caltrans."</p> <p>However, damage to Work, persons or property, or unnecessary delays or failure to finish Work within time specified, may impact schedules and require associated efforts.</p> <p>Question: Please consider adding language accounting for such impacts. For example: "In the event of such damages or losses, Contractor may submit a change order with any necessary updates to scheduling or associated efforts."</p>	No change will be made to the RFP requirements.	
81.	71 of 109	Exhibit E, Proposed Agreement, Article 43.A, B, and C	Ownership and Handling of Reports, Documents and Data	<p>This section broadly claims ownership of all reports, investigations, appraisals, drawings, etc. performed to the date of termination. This is fair insofar as it relates to Authority data and other information belonging to Authority. However, it is too broad because it catches internal notes and studies which may not exclusively relate to the Authority and which may not be intended for the Authority's review or consumption.</p> <p>Moreover, this section is also too broad to the extent it claims ownership of any of Contractor's or subcontractor's proprietary information or software (including data reporting tools) which may be included in or used in the preparation of such reports, investigations, etc.</p> <p>Question: Please exclude internal documentation, correspondence, etc. from this Section.</p> <p>Question: Please exclude proprietary information or software (including reporting tools and other IP) from this Section as the IP license terms are provided in Articles 25 and 26.</p> <p><u>See also Section 22.B which has similar rights and obligations.</u></p>	See response to Question 72 above.	
82.	91-91 of 109	Exhibit E, Proposed Agreement, Article 75	Force Majeure	<p>Question: Please clarify that Force Majeure includes stoppages and delays resulting from any emergency declared by a local, state, or federal authority with jurisdiction over the Project and with authority to declare an emergency, regardless of whether such emergency was unforeseen or unforeseeable.</p>	No change will be made to the RFP requirements. There may be instances when a declaration of emergency can be foreseen and a party may have actions within its control that will adequately respond to the emergency and not result in nonperformance or reduce the incidence thereof. To the extent an emergency declaration is unforeseen and arises out of a Force Majeure event, then this article would apply.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
83.	153/1132	Exhibit B & Exhibit C	Section 10 & Preliminary Milestone Schedule	Extensive duration for review and approval cycles will result in not enough time to start the Unit testing Phase (there is only 2 months of gap between design approval & start of unit testing). Not only is this not practical but this will increase the risk to the overall delivery timeline. Are proposers allowed to implement an alternative approach that allows for either reduced times for design and technical document review or alternately compression of "on-site installation and commissioning" period but achieving the go-live date as stated in the RFP?	The Contractor may submit for consideration a Baseline Implementation Schedule with some reduced times for design and technical document reviews and/or an alternative method of compressing the testing and installation time frames.	
84.	36/1132	Section III	Evaluation and Award	Is there is a difference of weightage/distribution assigned to the various cost items specified in the price sheets (variable vs. base/mandatory vs. optional, etc.)? Or will the authority score on the total price from the offeror?	Authority will consider the Offeror's total price in its price evaluation.	
85.	ID No. 279, 301, 302	Form Q	Conformance Matrix	PCI compliance requires only quarterly QSA executed ASV vulnerability scans and annual penetration testing; is requirement to meet PCI compliance frequency or is the stated frequency of penetration testing accurate?	The stated frequency of penetration testing is accurate and may go beyond what is required for PCI compliance.	
86.	140/1132	Exhibit B Volume I, Section 7.2.1	Unit Testing	<p>This is a follow-up question to No. 44 of Addendum 7. Unit testing is part of the development process and will be executed as part of that. However, it is not a witnessed test as it occurs continuously throughout the SDLC. System Testing is a defined term (see diagram). System testing is the e2e testing of the units and components after integration testing and is executed for example in a Factory Release Test prior to the Acceptance Test Phases.</p> <p>Do we assume correctly that unit testing will not be a formal phase that is witnessed, but rather we provide unit testing coverage as a report? Or how is it envisioned to demonstrate unit testing coverage?</p> <p>SYSTEM TESTING is a level of testing that validates the complete and fully integrated software product. The purpose of a system test is to evaluate the end-to-end system specifications. Usually, the software is only one element of a larger computer-based system. Jan 21, 2021</p>	The Unit testing is a test phase, tied to a milestone payment, where the testing of individual software components are witnessed by Authority prior to full System Integration Testing. Authority will consider alternative approaches; however, alternative approaches may delay payment milestones and risk that fully integrated software components need to be reworked at a late stage in development.	
87.	930/1132	Form Q, Section 7.2.1	Req. 300	Could you please clarify what you mean with backend programs and processes testing as described in section 7.2.1 Requirement 300.	Backend programs and processes would cover any dependencies based on the Contractor's design that are not specifically mentioned.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
88.	Various	Exhibit B, Vol. I	Retention Period	Is there a separate retention period for images associated with pre-paid tag transactions? Meaning, could we only store images with tag transactions for a reduced period (e.g. 3 months) instead of the standard retention.	Detailed data retention durations will be determined during the Implementation Phase. All information, other than that prohibited within the Requirements, will be retained for the duration of the Agreement and archived or moved to long-term storage as deemed appropriate during the Implementation Phase to meet all customer and Agency needs for reporting and data access.	
89.	446/1132	Table 1: BOS Performance Measurers and Adjustments,	KPI #6	Is "Posted" to be interpreted as "Processed"? During the trip posting process, transactions may not end up being posted due to rejection rules.	The KPI states "... accurately posted ...", which will include only those transactions that should be posted and will exclude any transactions that should not be posted.	
90.	Page 1 of 109 (PDF page 677/1132)	EXHIBIT E: PROPOSED AGREEMENT	Article 8. Payment	Article 8.L allows OCTA to withhold payment for completed work while requiring the contractor to continue to perform. Would OCTA consider modifications to this article?	No change will be made to the RFP requirements. This provision addresses situations in which Contractor invoices for work which it represents is complete and Authority disagrees or has questions whether the work has in fact been performed.	
91.	(PDF page 676/1132)	EXHIBIT E: PROPOSED AGREEMENT	Not Available	The included agreement does not contain a limit to the contractor's liability. This will result in increased risk for the contractor and increased costs for OCTA. Would OCTA consider the addition of clauses to the agreement to limit the contractor's liability?	No change will be made to the RFP requirements. Proposers need to assess potential liability and plan therefore. Unclear how limiting the Contractor's liability would reduce OCTA's risk.	
92.	Not Available	Not Available	Not Available	If a subcontractor was involved in a court case, should that be disclosed?	Authority cannot provide a response without more information on the specifics of the question; however, RFP Section II A 4, Proposal Section A- Qualifications, Related Experience and References (Item 3) requires that the Offeror identify conditions that may impede the team's ability to complete the Project, such as pending litigation of a major Subcontractor.	
93.	Page 13 (PDF page 21)	Section II A. 1	Proposal Format	Will OCTA allow smaller fonts in headers and footers as well?	As long as all fonts are legible without magnification, smaller fonts may be used for headers and footers.	
94.	Page 10	Section 2.2 Exhibit B Volume I	Key Personnel	Does OCTA expect that all positions regarding Key Personnel to be different individuals for each phase? Example, the Project Manager proposed for Implementation to be the same individual as the O&M Project Manager (assuming qualifications are met).	It is not required that Key Personnel be different for each phase. The example provided is an acceptable approach, assuming required qualifications are met.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
95.	Page 4	Section 1.1.2.3 Exhibit B Volume III	Serving Customers with Special Needs	Is the live translation services (other than Spanish/English) required for the Walk-in?	Yes, translation service should be made available for the walk-in customers at both the CSC WIC and OCTA Store WIC.	Exhibit B Volume III, Section 1.1.2.3. Serving Customers with Special Needs, Requirement 32 updated to: The Contractor shall identify and contract with a real-time translation service to serve customers whose language is other than English and Spanish, and whose language is not spoken by an available Contractor staff person. The service is to be provided on an as-needed basis and be available during all customer service hours <u>for both phone and walk-in customers at both the CSC WIC and OCTA Store WIC.</u> Addendum No. 9
96.	Page 7	Exhibit B Volume IV, Table 2, Metric #17	CSC Operational Performance Measures	What is the definition of "High Priority" as OCTA Identified High Priority Issues?	OCTA will determine "High-Priority" when entering the case into the Case Management system	
97.	Page 7	Exhibit B Volume IV, Table 2, Metric #17	CSC Operational Performance Measures	What are the definitions of categories other than "High Priority" as OCTA Identified Priority Issues?	Priority levels will be defined within the Case Management system.	
98.	Page 7	Exhibit B Volume IV, Table 2, Metric #22	CSC Operational Performance Measures	Please confirm that after research avenues are exhausted and documented, tracked as unidentified funds, this metric is met completely and accurately resolved when completed five (5) Business Days	An unidentified payment is considered complete and timely if the Approved SOPs for documenting that all research avenues have been exhausted have been followed within five (5) Business Days	
99.	Page 5	Exhibit B Volume IV Section 1.2	CSC Operations Performance Measurement	Please confirm that the Contractor would be able to take exception to CSC Operations Performance compliance when the root cause of non-compliance is related to ETTM or BOS(Contractor still liable for damages on BOS performance).	Section 1.6 describes the non-chargeable failures.	
100.	Not Available	Not Available	Not Available	Would OCTA allow for certain amount of work-from-home service agents to be located outside the state of California?	Authority may allow for certain amount of work-from-home service agents to be located outside the state of California if it is deemed in the best interest of Authority and its' customers. Offerors are advised that work-at-home agents are only allowed during Disaster Recovery and Business Continuity events as approved by Authority. See Exhibit B, Volume II, Section 1.2, BOS Maintenance and Support, Requirement 243 and other "work-at-home" requirements.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
101.	Not Available	Not Available	Not Available	<p>Please provide operational data from other OCTA tolling CSC operations (with non-Covid19 periods), included but not limited to:</p> <ul style="list-style-type: none"> - average handle time for - phone calls and all other types of communications provided - average wait time for phone - Calls - percentage of - calls received in English versus non-English - number of seats for CSRs - Ranking of prevailing languages other than English and Spanish - percentage of calls received were in Spanish 	<p>See OCTA 91 BOS and CSC Operations Historical Volumes, which is provided as a reference document only. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors.</p> <p>Authority will not provide additional data.</p>	
102.	Page 21 of 244 (PDF page 909)	Exhibit B. Volume I. 4.2.11	CSC Operations and Facility Mobilization Plan	The CSC Operations and Facility Mobilization Plan shall address how and where the Contractor will train the staff without disrupting current operations. Given that this is a new operation, please elaborate on the current operations that could be disrupted.	The opportunity to disrupt current operations during training is anticipated to be minimal, and therefore there is not a likely example.	
103.	Page 1 of 35 (pdf page 408)	Exhibit B. Volume III, 1.1.2. I-405 CSC and WIC Facility	Local Area Network	In addition to providing the necessary network cabling, will OCTA also be testing, terminating, labeling and outfitting the network closets with the appropriate power, rack space and patch panels for the contractor's IT to use?	<p>See Exhibit B Scope of Services, Section 1.4, New I-405 CSC Facility. OCTA will provide the "Communication Closets" and "All power and network cabling"; this will include testing, terminating, labeling and outfitting the network closets with the appropriate power, and patch panels.</p> <p>With regards to "rack space", the Contractor shall provide rack space for any specialized network equipment or hardware that is located within a communications closet and are part of the BOS and or required to connect from the facility to the BOS. Allocating space and designing network and power for this type of equipment is the Contractor's responsibility to identify as input to the facility design.</p>	
104.	Page 1 of 35 (pdf page 408)	Exhibit B. Volume III, 1.1.2. I-405 CSC and WIC Facility	Wireless LAN	Will OCTA be cabling for access points in advance of a formal wireless survey that would ultimately identify for proper placement? If not, will the Contractor be required to commission a survey and plan to cable to those locations ourselves?	As required during design, OCTA will provide for a wireless survey (if required) for any Approved wireless design and install the network cabling and provide power to the access points. Any wireless equipment added after the final Design will be the full technical and financial responsibility of the Contractor to gain approval, survey and install supporting infrastructure.	
105.	Page 1 of 35 (pdf page 408)	Exhibit B. Volume III, 1.1.2. I-405 CSC and WIC Facility	CSC Facility Network	Is there a design of the facility that can be shared or at a minimum the estimated square footage, and number of operating floors/ network closets? This will aid the Contractor in scoping the appropriate hardware counts for the project	There is no preliminary design of the facility at this point. To the extent possible quantities should be based on the Contractor's staffing plan.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
106.	Page 1 of 35 (pdf page 408)	Exhibit B. Volume III, 1.1.2. I-405 CSC and WIC Facility	WIC Network	Will the Contractor be required to deploy new network hardware to the WIC site or will existing infrastructure be leveraged?	OCTA will provide the network hardware at the OCTA Store WIC, which may be new or existing equipment.	Exhibit B Volume III, Section 1.1.2.1 OCTA Store WIC is updated as follows: OCTA Store WIC computers, peripherals, <u>network</u> and Equipment will be provided by Authority. Addendum No. 9
107.	Page 1 of 35(pdf page 408)	Exhibit B. Volume III, 1.1.2. I-405 CSC and WIC Facility	WIC Network	Will OCTA be responsible for all OS level management of WIC staff computer hardware?	Yes, OCTA will be responsible for the OS level maintenance and management of the OCTA Store WIC staff computer hardware. The Contractor will operationally support and assist as requested to ensure that the OCTA Store WIC systems are properly configured, have connectivity and that the BOS application is operating properly.	
108.	Pg. 51 of 247 (pdf page 209)	Exhibit B. Volume II, 1.4.1. General Account Management	Web & Mobile App	Is the Contact Center integration requirement for the OCTA website strictly to enable chatbot services or are other media forms/ services required?	Yes, it is anticipated that the integration with the website will be chat services only, see related requirement in Exhibit B Volume II, Section 1.12.1.6 Website – Other Functionality- Req. #1296.	
109.	Pg. 51 of 247 (pdf page 209)	Exhibit B. Volume II, 1.4.1. General Account Management	Web & Mobile App	Are these services currently in production today or will these both be developed net new as part of the project? If so will this be designed, developed and managed by OCTA or a contracted 3 rd party?	The 405 is a new facility and all functionality will be developed by the Contractor. See Exhibit B Volume II, Section 1.12 Customer Portals Requirements.	
110.	Not Available	General Appendix -	Historical Data	Can annual concurrent call volumes be shared for 2018-present?	See OCTA 91 BOS and CSC Operations Historical Volumes, which is provided as a reference document only. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors. Authority will not provide additional data.	
111.	Pg. 18 of 247 (pdf page 176)	Exhibit B. Volume II, Section 1.1.2.5. BOS Security Standards, PCI-DSS, PII and Best Practices	Security, Audit and Compliance	The RFP states that NIST 800-53 is a requirement for the BOS Host environment, is this same level of compliance required for the Contact Center Host Infrastructure?	Yes, any systems provided by the Contractor are considered to be a part of the BOS.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
112.	21 and 25	Section II. Proposal Content	<p>A. Proposal Format and Content; 5. Exceptions / Deviations <i>"...This Proposal Exceptions and/or Deviations form must be included in the original Proposal submitted by the Offeror."</i></p> <p>and</p> <p>B. Forms; 5. Certification of Restrictions on Lobbying Form- Form E <i>"The Offeror to this solicitation will be required to complete and submit to the Authority in their Technical Proposal."</i></p>	Please clarify if Form E is to be provided in the original ONLY or in both the original and copies of the Technical Proposal.	Offerors should submit Forms B, C, F and M in a separate file as part of their electronic submittals as reflected in the revised Instructions to Offerors.	<p>Section I: Instructions to Offerors, F. Submission of Proposals 3. Identification of Proposals is updated as follows: Offeror shall submit one (1) original, eight (8) hard copies, and one (1) electronic PDF copy (on a flash drive) of its Technical Proposal in a sealed package, addressed as shown in F.2. Offeror shall include the Excel version of the Conformance Matrix on the flash drive. The outer envelope must show the Offeror's name and address and must be clearly marked with the RFP number.</p> <p><u>In accordance with the instructions contained in this RFP, the following forms are to be included in a separate file entitled "Original Proposal Forms" in the electronic PDF copy (on a flash drive) of its Technical Proposal:</u></p> <ol style="list-style-type: none"> 1. <u>"Campaign Contribution Disclosure Form" (Form B)</u> 2. <u>"Status of Past and Present Contracts Form" (Form C)</u> 3. <u>"Proposal Exceptions and/or Deviations" (Form F)</u> 4. <u>"Public Records Act Indemnification – Proposal Documents (Form M)</u> <p>The Price Proposal must be submitted in a sealed envelope, separate from the Technical Proposal package. One (1) original and one (1) hard copy are to be submitted, with one (1) electronic copy on a flash drive, in Excel file format.</p> <p>Addendum No. 9</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
113.	29 16-19	Section III. Evaluation and Award and Section II. Proposal Content	<p>A. Evaluation Criteria; 3. Implementation Work Plan and Technical Approach to BOS (Proposal Section C)</p> <p>Bullet 13: "Solution to providing adequate BOS redundancy and Disaster Recovery."</p> <p>and</p> <p>Proposal Section C: Implementation Work Plan and Technical Approach to BOS (in its entirety)</p>	<p>The evaluation criteria for Proposal Section C contain an item scoring "BOS redundancy and Disaster Recovery"; however, Section II Proposal Content / Proposal Section C does include this line item.</p> <p>Will the Authority please clarify if this item is to be addressed and where?</p>	<p>Authority has amended Section II: Proposal Content, A. Proposal Format and Content and Section III: Evaluation and Award, A. Evaluation Criteria to clarify Disaster Recover and Business Continuity information to be provided in the proposal.</p> <p>See related addendum.</p>	<p>Section II: Proposal Content, A. Proposal Format and Content, 4. Technical Proposal, Proposal Section C: Implementation Work Plan and Technical Approach to BOS, 5. is updated as follows:</p> <p>5. Describe the proposed system and Software architecture <u>including Disaster Recovery (solutions to support at-home agents during Disaster Recovery and Business Continuity events should be described in Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach question No. 12).</u></p> <p>Section II: Proposal Content, A. Proposal Format and Content, 4. Technical Proposal, Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach, 12. is updated as follows:</p> <p>12. Approach to Disaster Recovery and Business Continuity. Specifically address proposed handling of events similar to the COVID 19 pandemic, including: plan for shift to work-at-home CSRS, and what lessons have been learned in that regard.</p> <ol style="list-style-type: none"> a. <u>Describe the plan for shift to work-at-home CSRs and what lessons have been learned in that regard.</u> b. <u>Describe the at-home desktop computing systems and communications methods that will be used while CSRs are working at-home.</u> c. <u>Describe the technical and procedural approaches to protecting PII while CSRs are working at-home.</u> <p>Section III: Evaluation and Award, A. Evaluation Criteria, 4. CSC Operations Work Plan, Operational Startup and Approach (Proposal Section D), bullet 12 is added as follows:</p> <ul style="list-style-type: none"> • <u>Approach to providing for at-home CSRs during Disaster Recovery and Business Continuity events.</u>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
114.	1	Form O References	<p>Form O-1 Part 1: BOS Implementation and Maintenance and Form O-1 Part 2: Operations</p> <p><i>“Offeror shall use this attachment to clearly demonstrate how Offeror meets the minimum qualification requirements for Proposals with regard to Offeror project experience...References must be from a third party agency or company for whom Offeror has performed similar services.”</i></p>	Please clarify that project experience and references for both the Offeror and team members will satisfy these requirements.	For the purposes of Forms O-1, Part 1 and O-1, Part 2, the form can be completed by any firm on the Offeror's team in order to satisfy these Requirements of this RFP.	
115.	15 and 28	<p>Section II. Proposal Content</p> <p>Section III. Evaluation and Award</p>	<p>Proposal Section A: Qualifications Related Experience and References</p> <p>Item 3: <i>“Provide a general description of the prime's and all major Subcontractors' financial condition.”</i></p> <p>and</p> <p>A. Evaluation Criteria; 1. Qualifications, Related Experience, and References of the Firm (Proposal Section A)</p> <p>Bullet 2: <i>“Strength of prime and all Major Subcontractor's financial condition.”</i></p>	We respectfully request that the Authority define “Major Subcontractor.” From our past experience, it is typical for our toll industry clients with similar scopes to define Major Subcontractor as an entity which fulfills greater than a certain percentage of the total contract value (i.e. 15% to 20%).	A Major Subcontractor is one who is providing technical and/or professional services, as opposed to for example, suppliers of material and equipment or janitorial services, and who is expected to provide services of a value greater than 10% of either the Implementation Phase or the Operations & Maintenance Phase value.	<p>Exhibit A Definitions and Acronyms is updated to add:</p> <p><u>Major Subcontractor: A Subcontractor who is providing technical and/or professional services, as opposed to for example, suppliers of material and equipment or janitorial services, and who is expected to provide services of a value greater than 10% of either the Implementation Phase or the Operations & Maintenance Phase value.</u></p> <p>Addendum No. 9</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
116.	15	Section II. Proposal Content	<p>Proposal Section A. Qualifications, Related Experience and References</p> <p>Item 3: “. . .The Offeror, primary BOS provider if a Subcontractor, and primary CSC Operations provider, if a Subcontractor, shall provide audited financial statements for the last Fiscal Year in Appendix 3.”</p>	<p>It is common for business divisions within large companies to not have financials separately audited from the parent company. If audited financials are not available for the bidding entity, may the Offeror and/or Major Subcontractor provide unaudited financials, certified as true, correct and accurate by the chief financial officer or treasurer of the entity?</p>	<p>If the Proposer is a division within a larger entity it is acceptable to provide an audited financial statement of the parent.</p> <p>The bidding entities (Prime and Subcontractor), if not a division within a larger entity, must have audited financials certified by an independent third party.</p>	
117.	17 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<p>Table 2-1: Key Team Personnel</p> <p>“Violations Processing Manager – responsible for participating in all operations planning and the on-going CSC Operations throughout the Operations and Maintenance Phase.</p> <p><i>Should meet or exceed the following:</i></p> <ul style="list-style-type: none"> • <i>Three (3) years’ experience with toll violations processing</i> <p><i>Three (3) years’ experience with California tolling statutes”</i></p>	<p>By including the requirement for 3 years of experience with California tolling statutes, firms without California experience will be challenged to fill this position.</p> <p>Will the Authority please consider eliminating this requirement?</p> <p>NOTE: By requiring California-specific experience (and requiring that Key Personnel be named), the Authority is restricting participation by many vendors that have personnel with significant nationwide and even worldwide experience managing programs similar to this one.</p>	<p>Authority has changed the requirement via Addendum No. 9 to remove reference to California experience. See related addendum.</p>	<p>Exhibit B Volume I, Table 2-1: Key Team Personnel updated to:</p> <p>Violations Processing Manager – responsible for participating in all operations planning and the on-going CSC Operations throughout the Operations and Maintenance Phase.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Three (3) years’ experience with toll violations processing • Three (3) years’ experience with California state tolling statutes <p>Addendum No. 9</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
118.	28 and 30	Sect III. Evaluation and Award	<p>A. Evaluation Criteria; 3. Implementation Work Plan and Technical Approach to BOS (Proposal Section C)</p> <p>Bullet 5: <i>"Knowledge of California tolling environment."</i> (p29)</p> <p>and</p> <p>A. Evaluation Criteria; 4. CSC Operations Work Plan, Operational Startup and Approach (Proposal Section D)</p> <p>Bullet 8: <i>"Thorough understanding of California Law and tolling environment."</i> (p30)</p>	<p>There are numerous firms with significant experience across the nation and even worldwide (including our team) that are interested in participating in this procurement. However, throughout the RFP, there are a number of requirements such as these two that restrict their participation in this procurement because they haven't managed a California program. By including this as part of the evaluation criteria, qualified firms that have not worked in California will be precluded from submitting.</p> <p>To ensure the Authority receives their desired competition in this procurement, will the Authority please consider removing California-specific experience requirements throughout the RFP as well as in the evaluation criteria?</p>	<p>Authority has changed the requirement via Addendum No. 9 to remove reference to California knowledge. See related addenda.</p>	<p>Section III: Evaluation and Award, A. Evaluation Criteria, 3. Implementation Work Plan and Technical Approach to BOS (Proposal Section C), bullet 5 is updated as follows:</p> <ul style="list-style-type: none"> • Knowledge of <u>interagency group tolling environments (CTOC or similar)</u>California tolling environment. <p>Section III: Evaluation and Award, A. Evaluation Criteria, 4. CSC Operations Work Plan, Operational Startup and Approach (Proposal Section D), bullet 8 is updated as follows:</p> <p>Thorough understanding of <u>tolling related statutes and interagency group tolling environments (CTOC or similar)</u>California Law and tolling environment.</p> <p>Addendum No. 9</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
119.	21	Section II. Proposal Content	<p>5. Exceptions / Deviations</p> <p><i>“ . . .using the form entitled “Proposal Exceptions and/or Deviations” (Form F) included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original Proposal submitted by the Offeror.”</i></p>	Please clarify if Form F Exceptions / Deviations is to be provided in ONLY the original or if it is to be provided in the original and copies.	Offerors should submit Forms B, C, F and M in a separate file as part of their electronic submittals as reflected in the revised Instructions to Offerors.	<p>Section I: Instructions to Offerors, F. Submission of Proposals 3. Identification of Proposals is updated as follows: Offeror shall submit one (1) original, eight (8) hard copies, and one (1) electronic PDF copy (on a flash drive) of its Technical Proposal in a sealed package, addressed as shown in F.2. Offeror shall include the Excel version of the Conformance Matrix on the flash drive. The outer envelope must show the Offeror's name and address and must be clearly marked with the RFP number.</p> <p><u>In accordance with the instructions contained in this RFP, the following forms are to be included in a separate file entitled “Original Proposal Forms” in the electronic PDF copy (on a flash drive) of its Technical Proposal:</u></p> <ol style="list-style-type: none"> 1. <u>“Campaign Contribution Disclosure Form” (Form B)</u> 2. <u>“Status of Past and Present Contracts Form” (Form C)</u> 3. <u>“Proposal Exceptions and/or Deviations” (Form F)</u> 4. <u>“Public Records Act Indemnification – Proposal Documents (Form M)</u> <p>The Price Proposal must be submitted in a sealed envelope, separate from the Technical Proposal package. One (1) original and one (1) hard copy are to be submitted, with one (1) electronic copy on a flash drive, in Excel file format.</p> <p>Addendum No. 9</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
120.	23-24	Section II. Proposal Content	<p>B.2 Campaign Contribution Form – Form B</p> <p><i>“Offerors shall complete Form B.....” (p23)</i></p> <p><i>“ . . .The prime Contractor, Subcontractors, lobbyists, and agents are required to report all campaign contributions from the Proposal submittal date up and until the Board of Directors makes a selection.....” (p24)</i></p>	Please confirm that Form B is to be completed and submitted by ONLY the Offeror for the proposal submission.	No, the Campaign Contribution Form needs to be submitted by the Offeror and all its proposed subcontractors, lobbyists and agents.	
121.	2	Section I. Instructions	<p>D. Authority Contact</p> <p><i>“ . . .no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority Staff or officers.....” (p3)</i></p>	Are members of the OCTA Board of Directors considered “Authority Staff or officers” which would preclude Offeror from communicating with them regarding this RFP?	Members of the OCTA Board of Directors are not considered officers, and an Offeror is not precluded from communicating with them. The word officers has been stricken from D. Authority Contact. Yes. Communication with members of the Authority’s Board of Directors is prohibited with regard to this RFP prior to contract award.	<p>Section I: Instructions to Offerors, D. Authority Contact is updated as follows:</p> <p>Commencing on the date of the issuance of this RFP and continuing until award of the Contract or cancellation of this RFP, no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority staff or officers; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, Subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of Offeror at the sole discretion of the Authority.</p> <p>Addendum No. 10</p>
122.	28	Section III. Evaluation and Award	<p>Evaluation Criteria;</p> <p>1. Qualifications, Related Experience, and References of the Firm (Proposal Section A)</p>	<p>Question a How will the Authority evaluate “other on-going project commitments and priorities”?</p> <p>Question b What information will the Authority use to determine Offeror priorities?</p>	Response to both Question a and b: Authority will consider all information provided by the Offeror in its Proposal and any follow-up by Authority.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
123.	28 and 12 of 79	Section III. Evaluation and Award and Exhibit B Scope of Services / Volume I: Project Management and Controls	A. Evaluation Criteria; 2. Staffing and Project Organization (Proposal Section B) and Table 2-1: Key Team Personnel	<p>Table 2.1 Key Team Personnel provides the "Time on Site" and "Dedication %" for each position. There seems to be an opportunity to combine some of the roles to create a cost-efficient approach and still meet the requirements.</p> <p>Question a Is the Authority open to combining some of the Key Team Personnel positions to ensure continuity of personnel throughout the program?</p> <p>Question b Will the Authority penalize Offeror proposals if some positions, that don't require full-time coverage over the term of the program, are combined?</p>	<p>Offeror is responsible to demonstrate how their team meets the requirements of the RFP.</p> <p>Please refer to response in Question No. 94.</p>	
124.	30	Section III. Evaluation and Award	Evaluation Procedure	<p>The first paragraph of this section states "A list of top ranked Proposals within a competitive range, will be developed based on..." This statement seems to indicate that pricing is pass/fail given where Offeror pricing falls within the competitive range.</p> <p>Question a Will the Authority please clarify if a Proposal is outside of the competitive range, it will be disqualified?</p> <p>Question b Will the Authority please clarify/provide how the "competitive range" is related to the published budget. For example, the published budget could include scopes of work not included in this RFP thereby making the competitive range less than the published budget.</p>	<p>Response to question a. The competitive range is based on overall scoring and is not based on price only. Proposals outside this range will not be disqualified, rather they will not advance further in the evaluation process.</p> <p>Response to question b. See response to question a. above. The competitive range is not determined related to scopes of work outside of this project.</p>	
125.	31	Section III. Evaluation and Award	Award	<p>Since the Authority may decide to negotiate with multiple Offerors, and to ensure a level playing field and a competitive environment as is a stated goal (please see Addendum 6 question 3), will the Authority please provide the current executed contract for similar scope awarded for the SR 91 Project?</p> <p>NOTE: This will allow all Offerors the opportunity to see what terms the Authority has already accepted without going through the lengthy processes of getting the contract through a public records request. This contract seems relevant given the relationship with the Authority and similarities of the scopes of work.</p>	<p>The contract can be made available upon a public records request submitted to Authority.</p> <p>https://octa.govga.us/WEBAPP/rs/(S(wne1zvyldq5lmzxeslgrorsu))/supporthome.aspx</p>	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
126.	3 of 8	Exhibit B Scope of Services	1.4 New I-405 CSC Facility	<p>It appears the Authority hasn't yet purchased or leased the building for the main CSC.</p> <p>Question a Does the Authority have a list of specific locations under consideration?</p> <p>Question b Is the Authority considering constructing a new facility?</p> <p>Question c Given all the unknowns related to the facility, how many days in the project schedule does the Authority require to complete the 25 items listed under 1.4?</p> <p>Please provide these details so Offerors can accurately complete the required Project Implementation Schedule.</p>	<p>Response to Question A: Authority does not have this information.</p> <p>Response to Question B: Authority is not currently considering constructing a new facility.</p> <p>Response to Question C: A detailed schedule will be developed by the Contractor in coordination with Authority as part of the CSC Operations and Facility Mobilization Plan. This plan will schedule Authority tasks such that the Contractor can properly mobilize within the facility.</p>	
127.	13	Section II. Proposal Content	Proposal Format and Content; 1. Format	<p>The Authority has indicated the Technical Proposals shall include several appendices including "Product Cut Sheets" (Appendix 2).</p> <p>Will the Authority please provide additional guidance as to what would be acceptable material to include in this appendix?</p> <p>For example, the largest cost element of the contract will include on-going CSC operations services. Will the Authority accept "Product Cut Sheets" for the various elements of the CSC operation services as part of Appendix 2?</p>	<p>If available, the Offeror may provide cut sheets for various elements of the CSC operations services to augment the proposal; however, it is anticipated that the majority of these cut sheets are related to systems, equipment and software.</p>	
128.	7 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	1.6 Baseline Implementation Schedule	<p>The CSC Facility is a critical element of the implementation phase.</p> <p>Question a Will the Authority maintain a separate project schedule for the CSC Facility buildout given the Authority's responsibility for these items?</p> <p>Question b Does the Authority desire the Contractor to integrate the Authority's CSC Schedule with the overall project schedule?</p>	<p>Response to Question A: Authority will maintain and share the CSC Facility Build-out schedules provided by other Contractors for inclusion in the Contractors Implementation Schedule.</p> <p>Response to Question B: A more detailed schedule will be developed by the Contractor in coordination with Authority as part of the CSC Operations and Facility Mobilization Plan.</p>	

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129.	53 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	4.2.23.2 As Built Drawings	<p>According to Exhibit B 1.4, the Authority is responsible for the CSC Facility which includes: building design, facility buildout, all power and networking cabling, etc. For this reason, it seems the Authority should be responsible for the initial as-built drawings for these items since all will be the responsibility of the Authority.</p> <p>Will the Authority please modify the Scope of Work to accurately reflect the Authority's responsibility related to the CSC Facility and As-Built Drawings?</p>	<p>Authority will provide all as-built drawings provided by other Contractors, if available.</p> <p>Please see other facility related responsibilities and requirements, primarily in Exhibit B, Volume III, Section 1.1 Operational Requirements and applicable subsections.</p>	
130.	61 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	<p>6.4 Acceptance of Operational Readiness</p> <p>Requirement 275</p>	<p>The first bullet (selection, build-out and equipping of all Contractor operated facilities) is the responsibility of the Authority and should not be a measure of the contractor's readiness.</p> <p>Will the Authority please remove this bullet?</p>	<p>Authority has removed the requirement. See related addendum.</p>	<p>Exhibit B Volume I, Section 6.4. Acceptance of Operational Readiness, Requirement 275 is updated as follows:</p> <p>The Contractor shall have completed all of the predecessor tasks and milestones in the schedule in order to achieve Acceptance of operational readiness, including but not limited to:</p> <ul style="list-style-type: none"> • selection, build-out and equipping of all Contractor operated facilities; • development and Approval of all required documentation; • recruitment, hiring and training of all staff in accordance with the Operations Plan and sub-plans; • implementation of all applicable aspects of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and all operations mobilization activities and • completion of Operational Readiness Demonstration using the BOS, facilities and Contractor staff. <p>Addendum No. 9</p>
131.	68 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	7.2.5 On-site Installation and Commissioning Testing, Mobilization, and Go-Live	<p>The Authority is responsible for "<i>All uninterruptable power and generators.</i>" This would seem to include contracting with the appropriate third-party vendor to test cutover to the generator in the event of power failure. Will the Authority please clarify responsibility for this item as listed in #315?</p>	<p>Yes, Authority will acquire cutover testing from the vendors as required to support this Contractor managed process.</p>	

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132.	18	Section II. Proposal Content	<p>Proposal Section C: Implementation Work Plan and Technical Approach to BOS</p> <p>Item 20: "Approach to selection of Merchant Services Providers and tokenization provider: . . ."</p>	As this may impact volume pricing from Merchant Service Providers, will the Authority please explain its intent for Offeror to bid and price two Merchant Service Providers?	<p>The intent is to provide options to Authority in the area of credit card processing.</p> <p>For the purpose of responding to proposal questions, the Offeror can assume that all of the credit card volume is flowing through the Merchant Services Provider for which the Offeror is providing information.</p>	
133.	20	Section II. Proposal Content	<p>Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach</p> <p>Item 16: "Approach to rental car transactions."</p>	To understand the impact to operations and BOS development, will the Authority please provide the Authority's business rules regarding rental cars?	Please see requirements throughout Exhibit B related to "rental car".	
134.	21	Section II. Proposal Content	<p>Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach</p> <p>Item 22: "Approach to Collections. . ." (in its entirety)</p>	<p>Question a If available, to understand the impact to operations and BOS development please provide OCTA business rules regarding collections and pre-collections.</p> <p>Question b As this may impact volume pricing from collections providers, why are two collections providers required?</p>	Please see requirements throughout Exhibit B related to "pre-collections".	
135.	3 of 8	Exhibit B Scope of Services	1.4 New I-405 CSC Facility	<p>Question a What is or will be the approximate size of the CSC in square footage?</p> <p>Question b How many parking spaces are anticipated?</p> <p>Question c What is the approximate size of the call center in the CSC?</p> <p>Question d How many call center cubicles are intended?</p> <p>Question e Excluding call center cubicles, how many other workstations and offices are intended for CSC operation?</p> <p>Question f: When is it anticipated the CSC will be occupied with initial staff?</p>	<p>Question A: Authority does not currently have this information.</p> <p>Question B: Authority does not currently have this information.</p> <p>Question C: Authority does not currently have this information.</p> <p>Question D: The number of cubicle will be based on the Contractor's anticipated staffing and other design considerations.</p> <p>Question E: The number of workstations and offices will be based on the Contractor's anticipated staffing and other design considerations.</p> <p>Question F: A detailed schedule will be developed by the Contractor in coordination with Authority as part of the CSC Operations and Facility Mobilization Plan.</p>	

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136.	6 of 8	Exhibit B Scope of Services	<p>1.5.2. Contractor Operations and Maintenance Phase Services</p> <p>Transponder inventory management, including customer order Fulfillment support, transponder recall and recycling;</p>	<p>Are there local (to the CSC) geographic requirements for processing:</p> <ul style="list-style-type: none"> a. Fulfillment of transponders? b. 3rd party violation payment processing? c. Mail house? d. Lockbox? e. Image review? 	<p>The entire technical solution and all Third-Party Service Providers must reside and perform the services within the continental United States. See, Exhibit B, Volume II Section 1.1 Global System Requirements.</p> <p>Question A: There is no additional geographic requirements for fulfillment of transponders.</p> <p>Question B: In regards to 3rd Party Violation payment processing, the Mail House and the Lockbox restrictions below will apply and any staff that is interacting with customers or violators will be located in Authority provided CSC facility.</p> <p>Question C: The Print/Mail House services shall be located in and mailing Authority's Notifications from the State of California. See, Exhibit B, Volume II Section 1.6.1.1 Print/Mail House Service Provider, Req #650</p> <p>Question D: The lockbox processing services will take place in the State of California, See, Exhibit B, Volume II Section 1.7.4 Payment Processing and Lockbox , Req #832</p> <p>Question E: Image review is provided by the ETTM system contractor. The BOS and CSC Operations Contractor is only responsible for Image Review Quality Assurance. See, Exhibit B, Volume III Section 1.2.5 Image Review Support</p>	
137.	19 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	2.3 Other Required Personnel	<p>Does the Authority require any of the 4 positions to be on site and 100% dedicated to the operations? If so which ones?</p>	<p>The "Other Required Personnel" staff must be located and dedicated such that the underlying requirements are met. See underlying requirements #59-62 and other applicable requirements throughout the Scope of Work.</p>	
138.	30	Section III. Evaluation and Award	B. Evaluation Procedure	<p>During the evaluation period, the Authority may interview some or all of the Offerors. The Authority has established May 19 and 20, 2021, as the dates to conduct interviews. All prospective Offerors are asked to keep these dates available.</p> <p>Will the interviews be in person or remote?</p>	<p>These interviews will be remote.</p>	

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139.	21 of 79	Exhibit B Scope of Services / Volume I	<p>3.2 Business Rules Workshop; Req. No. 75</p> <p><i>“The Business Rules review workshops shall include Contractor and Authority staff with expertise on the current and future business operations.”</i></p>	Will the Authority please provide current Business Rules to ensure all proposers have the same understanding and opportunity to review?	The 405 is a brand new facility and there are no existing Business Rules. See addenda.	<p>Exhibit B Volume I, Section 3.2. Business Rules Workshop, including Requirements 74 through 77, is updated as follows:</p> <p>The Contractor shall conduct a series of Business Rules workshops with the Authority to <u>develop a complete set of</u> address the Business Rules document with any information required by the Contractor to design, develop and configure the BOS or operations-related documentation and processes.</p> <p>74 The Contractor shall manage, facilitate and conduct Business Rules review workshops with the Authority to <u>develop</u> discuss, update and modify the Business Rules for to accommodate the implementation of the BOS and CSC Operations.</p> <p>75 The Business Rules review workshops shall include Contractor and Authority staff with expertise on the current and future business operations.</p> <p>76 The Contractor shall facilitate and conduct a minimum of <u>five (5)</u> three Business Rules workshops.</p> <p>77 The workshops shall continue until the Business Rules are updated <u>developed</u> to the satisfaction of both the Contractor and the Authority.</p> <p>Exhibit B Volume I, 10. Contract Deliverables Requirements List, is updated to add:</p> <p><u>29. Business Rules</u></p> <p>Addendum No. 9</p>
140.	29 of 247	Exhibit B Volume II BOS Technology and Functionality	<p>1.1.3.4 Interface to California and Arizona DMV; Req. No. 209</p> <p><i>“The Contractor shall obtain approval from all DMVs to be a processor for the Authority.”</i></p>	Will the Authority work with and support the Contractor in obtaining processor approval with DMVs?	Yes, Authority will work with and support the Contractor in obtaining processor approval with DMVs	

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141.	1 of 35 34 of 35	Exhibit B Volume III CSC Operations 1.1.2. I-405 CSC and WIC Facility 1.2.19 Revenue Management	<p><i>"The Authority will provide a new primary space for the I-405 CSC and WIC..."</i></p> <p><i>"...all money handling, counting and storage shall be performed in a secure area and under dual control at all times..."</i></p>	Will the Authority procure cash safe(s), cash drawers, and credit card terminals for all facilities where required?	<p>Cash safes and cash drawers will be provided by Authority.</p> <p>The Contractor shall provide credit card terminals for the CSC WIC. See Exhibit B, Volume II Section 1.7.2 Payment Methods Handling and Section 1.1.1.7 Hardware, Software and Other Equipment updated Req #64.</p>	<p>Exhibit B Scope of Services, Section 1.4. New I-405 CSC Facility, is updated as follows:</p> <p>With regards to the new Facility, the following will be the responsibility of OCTA:</p> <p>24. Building Maintenance; and</p> <p>25. Additional buildout and provision of items above to support growth and-</p> <p>26. <u>Cash safes and cash drawers.</u></p> <p>Exhibit B Volume II, Section 1.1.1.7. Hardware, Software and Other Equipment, Requirement 64 is updated as follows:</p> <p>The <u>Contractor provided</u> standard Point of Sale devices shall support Europay, MasterCard and Visa (EMV) chip integrated circuit card and contactless Near Field Communication (NFC) devices. The Contractor shall ensure compliance with EMV chip guidelines for chip card transactions and International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 18092 specifications for contactless NFC transactions.</p> <p>Exhibit B Volume II, Section 1.1.1.7. Hardware, Software and Other Equipment, Requirement 65 is updated as follows:</p> <p><u>The Contractor provided</u> Ccheck scanners (for remote deposit capture) shall include, but not be limited to:</p> <p>Addendum No. 9</p>
142.	10	Section I. Instructions	<p>S. Prevailing Wages</p> <p><i>"Certain labor categories are subject to prevailing wages as identified ..."</i></p>	Will the Authority please specify which labor categories during the CSC Operations Phase are subject to prevailing wages?	It is the responsibility of the Offeror to review the Prevailing Wage Rate statutes and make this determination.	
143.	1 of 8	Exhibit B Scope of Services	<p><i>"The Authority will not provide data center space for the I-405 BOS and the Contractor is required to provide a hosted or cloud-based implementation in accordance with the Requirements."</i></p>	Will the Authority please confirm that a communication closet large enough to support all data and communication racks will be provided within the CSC?	Adequate space for this type of equipment is the Contractor's responsibility to identify as input to the facility design.	

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144.	3 of 8 and 7 of 8	Exhibit B Scope of Services	<p>1.4 New I-405 CSC Facility; Items 20 and 21</p> <p>and</p> <p>1.5.2 Contractor Operations and Maintenance Phase Services</p> <p>Main bullet: <i>“Operational activities not directly related to functional use of the BOS.”</i></p> <p>Sub bullet: <i>“Physical security of the operations Facilities, funds, personnel, and Equipment;”</i></p>	<p>These sections seem to conflict. Section 1.4 indicates CSC design, construction, and physical security system for the CSC Facility are the responsibility of the Authority, while Section 1.5.2 indicates that physical security of the facilities is a Contractor responsibility.</p> <p>Will the Authority please clarify?</p>	<p>The Contractor's responsibilities include any human guards that the Contractor may require and other "physical security" (a search of the term in the Exhibit B will assist) and administrative requirements detailed in the requirements, as well as any security systems required by the Contractor to operate that are not explicitly provided by Authority.</p>	
145.	8 of 8	Exhibit B Scope of Services	<p>1.9 Pass Through Costs</p> <p>Bullet 3: <i>“Facilities related incidental costs as directed and Approved by the Authority.”</i></p>	<p>Will the Authority please describe in further detail the types of facility incidental costs this refers to?</p>	<p>Incidental cost will primarily be related to facility maintenance, although there may be others.</p>	
146.	2 of 79	Exhibit B Scope of Services / Volume I: Project Management and Controls 1.2 Project Management Plan (PMP)	<p>1.2 Project Management Plan (PMP)</p> <p>Requirement 5: <i>“The Contractor shall develop and submit the PMP to the Authority within ten (10) Business Days of the Agreement's Effective Date for review and Approval.”</i></p>	<p>The PMP document as described is an extremely large document encompassing the entire program. Ten days is not enough time to develop and submit a thorough PMP</p> <p>Will the Authority please consider changing this requirement to 45 days?</p>	<p>Authority will not consider changing the requirements to 45 days. See related Addendum No. 9. .</p>	<p>Exhibit B Volume I, Section 1.2. Project Management Plan (PMP), Requirement 5 is updated as follows:</p> <p>The Contractor shall develop and submit the PMP to the Authority within <u>thirty (30) Calendar Days</u> ten (10) Business Days of the Agreement's Effective Date for review and Approval.</p> <p>Addendum No. 9</p>

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147.	3 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	1.2 Project Management Plan (PMP) Requirement 7; Bullet 3 - Invoices: “. . . Contractor shall address costs that are netted out from the Contactor’s toll revenue payment to the Authority, for example credit card fees and collections fees.”	Will the Authority please provide any other fees or costs that are intended to be netted out from Contractor’s toll revenue payment to the Authority?	See Exhibit B, Section 4.2.18 Management Reporting Req #191 Bullet #5 – there are no additional types of netted fees known at this time.	
148.	17 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	Table 2-1: Key Team Personnel Finance Manager “. . . shall be a Certified Public Accountant (CPA).”	It is Offeror’s experience that requiring a full-time CPA for the Finance Manager position is unnecessary and overly expensive. Question a Will the Authority please remove this as a mandatory requirement and restate as preferred? Question b Alternatively, will the Authority allow a certain number of years of experience managing similar tolling programs in the Finance Manager role as an equivalent offset to the CPA certification (i.e., 5 to 8 years of experience)?	No change will be made to the requirements of the RFP.	
149.	27 of 79	Exhibit B Scope of Work / Volume I Project Management and Controls	4.2.1 Quality Plan Requirement 120; Bullet: “Contractor’s quarterly audit”	Offeror is unable to find a description in the RFP documents of the quarterly audit. Will the Authority please provide a detailed description of this process?	Please see related addendum No. 9.	Exhibit B Volume I, 4.2.1. Quality Plan, Requirement 120, bullet 7 is updated as follows: The Quality Plan shall include the Contractor’s QA approach related to CSC Operations, including but not limited to: • Contractor’s quarterly audits; Addendum No. 9
150.	37 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	4.2.11 CSC Operations and Facility Mobilization Plan Requirement 156; Bullet: “staffing for initial pre-Go-Live marketing period;”	Offeror is unable to find a description in the RFP documents of the pre-Go-Live marketing period. Will the Authority please provide a detailed description of this process so Offerors can properly estimate staffing requirements and duration?	Please see related addendum No. 9. Also search for term “ramp-up” in the Agreement and Scope of Work.	Exhibit B Volume I, 4.2.11. CSC Operations and Facility Mobilization Plan, Requirement 156, bullet 12 is updated as follows: The Quality Plan shall include the Contractor’s QA approach related to CSC Operations, including but not limited to: • staffing for <u>Ramp-up/Customer Services</u> initial pre-Go-Live marketing period ; Addendum No. 9

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151.	59 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	6.1 Operations Mobilization and Facility Coordination Requirement 262; Bullet: <i>"make any required Approved modifications to the facilities (those required beyond the new facility design inputs provided by the Contractor);"</i>	Will the Authority please confirm that any approved modifications to the facility will be reimbursable to the Contractor on a pass-through basis?	Approved work is reimbursable, Please see Exhibit B, Volume III, Section 1.1.2.2, requirement #24. See related addendum.	Exhibit B Volume III, Section 1.1.2.2. New I-405 CSC and Walk-in Center (WIC), Requirement 24 is updated as follows: The Contractor shall make all Authority-directed and Approved improvements to the CSC Facility, if any, as a combination of Additional Work Order, a pass-through cost, or submitted through the weekly accounts payable batch. Addendum No. 9
152.	61 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	6.4 Acceptance of Operational Readiness Requirement 275; Bullet: <i>"selection, build-out and equipping of all Contractor operated facilities;"</i>	Will the Authority please confirm that selection and build-out are Authority responsibilities?	The requirement is removed. Please see Question No.130 for related addenda.	
153.	67 of 79	Exhibit B Scope of Services / Volume I Project Management and Controls	7.2.3 User Acceptance Testing Requirement 308: <i>"Ten (10) Business Days prior to the commencement of UAT, the Contractor shall train staff from the Authority and the CSC Operations test team selected to perform UAT."</i>	For the purposes of properly estimating the level of effort, will the Authority please provide specific requirements regarding the CSC Operations test team, e.g. employee count, duration, timing (in regard to Go-Live), etc.?	Authority estimates 6 staff members for 2 weeks which equals 480 hours.	
154.	2 of 35	Exhibit B Scope of Services / Volume III CSC Operations	1.1.2 I-405 CSC and WIC Facility Requirement 7: <i>"...(either the Authority will pay directly for the repairs or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process)..."</i>	Will the Authority please provide specific details regarding the weekly accounts payable batch process, e.g. types of expenses, how the process works, etc.?	For payables to CTOC Agencies and Interoperable Agencies, services, repairs and other incidental items, that are not covered by this Scope of Work and Requirements and have been Approved by the Authority, upon Authority's direction, Contractor shall submit for payment to the Authority by entering the vendor and invoice information into the Authority's accounting system. The Contractor shall compile and send to the Authority, the invoices, any corresponding backup documents, and batch logs, for Authority's review and check issuance. Refer to Section 1.10 for examples of Direct Payment Items.	

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155.	Not Available	Exhibit B, Attachment B, Historical Volumes	Violations Notices	<p>Question: Regarding the volumes provided for NTEV by the Authority, is that reflective of a ratio of one violation per notice OR is the volume indicative of notices that may have more than one violation per notice?</p> <p>Question: Does the Authority foresee combining violations from the 91 EL program to violations acquired on the 405 EL at some point?</p>	<p>OCTA 91 BOS and CSC Operations Historical Volumes is provided as a reference document only. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors.</p> <p>For the 91 Express Lanes, NTEV volume is reflective of a ratio of one violation per notice.</p> <p>Authority will not be combining violations from the 91 ELs with violations from the 405 ELs.</p>	
156.	Not Available	Exhibit B, Attachment B, Historical Volumes	DMV Holds and OOS Name Address Inquiries	<p>Question: Are the expected volumes provided by the Authority extrapolated from anticipated volumes on the 405 or taken from what is being experienced on the 91 EL?</p>	<p>OCTA 91 BOS and CSC Operations Historical Volumes is provided as a reference document only. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors. This reference document has no association to the I-405 Express Lanes.</p> <p>Exhibit B Scope of Work and Requirements, Attachment B, I-405 Annual Transaction Forecast provides estimated annual transaction volumes for the I-405 Express Lanes.</p>	
157.	140/1132	Exhibit B Volume I, 7.2.1 Unit Testing		<p>A unit could be an entire Module, but it is more commonly an individual function or procedure. Unit Testing is the first level of testing and is performed prior to System Integration Testing.</p> <p>Question: The description of the Unit Test in the paragraph is consistent to what is expected, but different requirements are listed in requirement 300. Requirement 300 states,</p> <ul style="list-style-type: none"> • "testing for all functional elements of the BOS for conformance with the Requirements, Approved design, and Business Rules; • testing of 100% of all BOS components and negative testing for controlled systems" <p>This is inconsistent with Section 7.2.1 paragraph and what is expected in a Unit Test. Please clarify the requirements for Unit Testing.</p>	<p>Please see related Addendum No. 9.</p>	<p>Exhibit B Volume I, 7.2.1. Unit Testing, Requirement 300, bullets 1 and 2 are updated as follows:</p> <p>The Contractor shall conduct Unit Testing, including but not limited to:</p> <ul style="list-style-type: none"> • <u>to the extent possible in a Unit Testing configuration</u>, testing for all functional elements of the BOS for conformance with the Requirements, Approved design and Business Rules; • testing of 100% of all BOS components and negative testing (<u>to the extent possible in a Unit Testing configuration</u>) for controlled systems features; <p>Addendum No. 9</p>
158.	205/1132	Exhibit B, Volume II, Section 1.2.6.5	Maintenance Priorities, Response, and Repair	<p>Question: The definition of a malfunction or fault is too broad and too ambiguous, which adds risk to the project's long-term harmony. Please consider revising the language to distinguish a malfunction that causes a complete outage versus a malfunction that only degrades the BOS operations.</p>	<p>Specific examples are provided for each Priority Level and will be used as guidance in determining the appropriate Priority Level for any malfunction. No change will be made.</p>	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
159.	447/1132	Exhibit B, Volume IV, Section 1.1	Table 1: BOS Performance Measurers and Adjustments	<p>BOS Performance Measure 17 – Repair of Priority 1 failure or degradation Per Priority 1 failure that is not repaired within four (4) hours.</p> <p>Question: For those incidents where the repair requires an OEM patch or application fix required to follow the Change Management process, the process will extend beyond four hours. Would the Authority consider revising the requirement to handle these types of incidents?</p>	<p>For a Priority 1 failure the Authority will support an accelerated Change Management process per the Approved Maintenance Plan(s) provided by the Contractor and Approved by Authority. With each incident the Authority will consider if there were legitimate delays caused solely by Authority.</p>	
160.	447/1132	Exhibit B, Volume IV, Section 1.1	Table 1: BOS Performance Measurers and Adjustments	<p>BOS Performance Measure 20 – Protect Sensitive customer information from exposure to others</p> <p>Question: Are the LD's associated with this KPI in addition to the required Cyber Liability Insurance? It would be reasonable to assume a requirement for one or the other.</p>	<p>Yes, the LDs associated with this KPI are in addition to the Cyber Liability Insurance.</p>	

161.	Page 24-26 (PDF page 32-34)	Proposal Format and content Section B.	Forms	<p>Are the following forms required of the subs (in addition to the Prime)?</p> <ul style="list-style-type: none"> • Form C - Status of Past and Present Contracts Form • Form E – Certification of Restrictions on Lobbying Form • Form F – Proposal Exceptions and or Deviations Form • Form G – Surety Commitment Letter • Form L – Iran Contracting Act Certifications • Form M - Public Records Act Indemnification Proposal Documents • Form N - Offeror Recent Client List • Form O - Reference Forms • Form P – List of Subcontractors 	<p>Forms C, E, F, G, L and M are to be completed only by the Prime (Offeror). Proposed subcontractors do not need to complete these forms. See addendum related to Form N and Form O. All other forms are to be completed by the prime.</p>	<p>Section II: Proposal Content, B. Forms, 14. Reference Forms – Form N is updated as follows:</p> <p><u>Offerors and Subcontractor(s), if Subcontractor(s) has the primary responsibility for either the implementation and Maintenance Work or the CSC operations Work, shall complete and submit this Recent Client List with the Technical Proposal.</u></p> <p>Provide a list of all Offeror's or <u>Subcontractor's (as applicable)</u> contracts in the most recent three years, up to a maximum of 20 contracts.</p> <p>Form N is updated to add:</p> <p><u>Subcontractor Name (if applicable):</u></p> <p>Section II: Proposal Content, B. Forms, 15. Reference Forms – Form O has the following paragraph added:</p> <p><u>A Subcontractor shall complete Form O Part 1 reference(s) if a Subcontractor has the primary responsibility for the implementation and Maintenance Work. A Subcontractor shall complete Form O Part 2 reference(s) if a Subcontractor has primary responsibility for the CSC operations Work.</u></p> <p>Form O-1 Part 1 is updated as follows:</p> <p>Offeror shall use this attachment to clearly demonstrate how Offeror or <u>Subcontractor (as applicable)</u> meets the minimum qualification requirements for Proposals with regard to Offeror or <u>Subcontractor (as applicable)</u> project experience. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for the Implementation and Maintenance Phase minimum qualifications. <i>References must be from a third party agency or company for whom Offeror or Subcontractor (as applicable) has performed similar services.</i></p> <p>Offeror Name: <u>Subcontractor Name (if applicable):</u></p>
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Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
						<p>Offeror's <u>or Subcontractor's (as applicable)</u> role on project and years of participation (mm/dd/yy to mm/dd/yy):</p> <p>Form O-1 Part 2 is updated as follows:</p> <p>Offeror shall use this attachment to clearly demonstrate how Offeror <u>or Subcontractor (as applicable)</u> meets the minimum qualification requirements for proposals with regard to Offeror <u>or Subcontractor (as applicable)</u> project experience in Operations. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for minimum qualifications. <i>References must be from a third party agency or company for whom Offeror <u>or Subcontractor (as applicable)</u> has performed services.</i></p> <p>Offeror's Name: <u>Subcontractor Name (if applicable):</u></p> <p>Offeror's <u>or Subcontractor's (as applicable)</u> role on project and years of participation (mm/dd/yy to mm/dd/yy):</p> <p>Addendum No. 10</p>

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
162.		Volume III, Section 1.1.2 and 1.1.2.2.		Section 1.1.2 requires facilitation and coordination on maintenance and provides for payment for maintenance, however Section 1.1.2.2. requires the contractor to provide maintenance. Please clarify/reconcile both statements regarding the contractual responsibility of the Contractor.	See addendum	<p>Exhibit B, Vol III, Sect. 1.1.2. I-405 CSC and WIC Facility, Requirement #7 is updated as follows:</p> <p>The Contractor shall facilitate, coordinate and be the point of contact for all I-405 CSC Facility and Eequipment related Mmaintenance and repairs that are not the fault of the Contractor (either the Authority will pay directly for the <u>maintenance and repairs</u> or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process). All Contractor labor necessary for these services shall be included in the Contractor's Price Proposal and shall not be invoiced or be considered additional Work. Repairs that are the result of Contractor actions shall be handled and paid for by the Contractor alone and the Authority shall be notified and kept informed.</p> <p>Exhibit B, Vol III, Sect 1.1.2.2. New I-405 CSC and Walk-in Center (WIC), Requirement #19 is updated as follows:</p> <p>The Contractor shall provide Maintenance at this Facility and ensure that the Facility is professional in appearance and clean.</p> <p>Addendum No. 10</p>
163.		Volume 1, Section 3.6		The RFP states; The Contractor shall conduct as many meetings, workshops, and submission review cycles as deemed necessary by the Authority to address all design issues to the Authority's satisfaction. – Seems open ended with no criteria/definition on "Authority's satisfaction", suggest replacing with:...address all design issues until the requirements are met.	No change will be made to the RFP requirements	
164.		Volume 1 Section 6.5		The Contractor shall not prevent employees from changing their employment to the successor if the employees wish to do so. Are the Key Personnel excluded from this requirement as some or all may already have non-compete clauses?	<p>In reference to Vol 1, Section 6.5, Req. # 285 which states "The Contractor shall not prevent employees from changing their employment to the successor if the employees wish to do so."</p> <p>For Key Personnel these types of situations will be evaluated by the Authority on a case-by-case basis.</p>	
165.	i.	Notice of Request for Proposals	Notice of Request for Proposals	Is the 405 Express Lanes roadway toll system contractor the same as the Electronic Toll & Traffic Management System Contractor?	Yes, they are the same.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
166.	1 of 8	1.1	Project Timing	What is the status of the Design & Build I-405 Improvement Project contract? Is it on schedule? If there is a delay in completing it, what will the effect be on the BOS & CSC Operations Services RFP?	The current I-405 schedule has commencement of toll collection in October of 2023. Please review Exhibit E, Agreement, Article 7. D, which covers changes in the completion date of the I-405 Improvement Project that also impact the Readiness for Go-Live and the NTP for Ramp-up Customer Services dates. If the delay in completion of the I-405 Improvement Project has affected the Readiness for Go Live and NTP Ramp-up Customer Service Guaranteed Completion Date to the extent that these dates are outside of the window identified in paragraph D, the additional delay would be subject to consideration under the Agreement's Article 16, Changes.	
167.	24	II Proposal Content	Status of Past & Present Contracts – Form C	Should contracts listed here be limited to toll operations?	Offeror shall include all contracts, not just contracts limited to toll operations.	
168.	7 of 8	1.5.2	Exhibit B, Scope of Services	What CSC Facility Maintenance will not be covered by the Authority?	See Exhibit B, Volume III, Section 1.1.2 I-405 CSC and WIC Facility	
169.	7 of 8	1.5.2	Exhibit B, Scope of Services	Is the independent auditor who performs the SSAE 18 Type II Audit supposed to be a subcontractor to the BOS/CSC contractor?	Yes, the SSAE-18 Type II auditor is hired by the Contractor. See, Exhibit B, Volume III, Section 1.2.18.1.1 SSAE-18 Type II Audit	
170.	3 of 10	Table 1	BOS Performance Measurers [sic] and Adjustments	What if Contractor complies with all stated processes and standards and there is still a security breach? Is the Contractor supposed act as an insurer with respect to any unauthorized access to PII or PCI data?	Please see the response to Question 160 Yes, the Contractor is required to carry Privacy and Network Security (Cyber Liability) insurance, see Agreement's Article 15 Insurance, paragraph 5	
171.	6 of 10	Table 2	Table 2: CSC Operations Performance Measures and Non-Compliance Points	What does "OPS" stand for?	OPS is short for Operations. The column is simply used for numbering the Performance Measures.	
172.	6 of 10	OPS # 8	Table 2, CSC Operations Performance Measures and Non-Compliance Points	Does "abandon rate" pertain to abandonment by caller or by CSR?	An Abandoned call is a call that has disconnected prior to being connected to a CSR. This measure pertains to the caller abandoning/disconnecting the call prior to being connected to a CSR.	
173.	7 of 10	OPS # 15	Table 2, CSC Operations Performance Measures and Non-Compliance Points	What if the Customer requests something that is infeasible?	Contractor will provide documentation in the Case Management system why the customer request cannot be resolved completely and accurately.	
174.	7 of 10	OPS # 18	BOS Performance Measurers [sic] and Adjustments	What if the High Priority Issue can't practically be resolved in one business day?	Contractor will provide documentation within the Case Management system to validate extended resolution timeframe.	

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response	Response via Addendum No.
175.	12 of 109	Agreement, Article 5, paragraph C	Term of Agreement	If the Initial Term is up to 9 years, and the two Options are 5 years, shouldn't the maximum term be 14 years?	The maximum term should be 14 years. Please see related Addendum no. 10.	Exhibit E, Article 5, paragraph C. has the last sentence updated as follows: Extensions Not Constituting Waiver: AUTHORITY's election to extend the Initial Term under Option Term 1 and/or Option Term 2, shall not diminish its right to terminate the AGREEMENT for AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this AGREEMENT. The maximum Term of this AGREEMENT shall be fourteen (14) years from the Effective Date. Addendum No. 10
176.	19 of 109	Proposed Agreement, Article 8, paragraph L	Payment	Section 7108.5 of the California Business and Professions Code applies to a "work of improvement." Does the AUTHORITY consider the services to be provided under the BOS and CSC RFP a "work of improvement"?	The Contractor is responsible for its own interpretation of the requirements of California law.	
177.	36 of 109	Agreement, Article 18, paragraph C.4	Liquidated Damages, Key Team Personnel	What does "occasion of Unavailability" mean here, per day?	An occasion of Unavailability is a separate occurrence of Unavailability per position and is not assessed on a daily basis.	
178.	54 of 109	Proposed Agreement, Article 27, paragraph E	Escrow Agreement	Is paragraph E saying that the deposit must be repeated even if there is no change in the IP Materials?	Yes, a deposit must be repeated even if there is no change in the IP Materials, at a minimum semi-annually.	
179.	78 of 109	Article 48, paragraph A.2	State Prevailing Wage and Labor Code Requirements	The Davis-Bacon Act applies to construction. Is it applicable to the Services under this RFP?	Certain construction or repairs of the I-405 CSC and WIC Facility may require the Contractor to pay prevailing wages. The Contractor is responsible for its own interpretation of the applicable prevailing wage requirements.	
180.	91 of 109	Article 72, paragraph C	Confidentiality of Data	Should "LOCAL AGENCY's" be changed to "AUTHORITY's"?	Yes, LOCAL AGENCY refers to AUTHORITY.	Exhibit E, Article 72, paragraph C. has the last sentence updated as follows: CONTRACTOR shall not comment publicly to the press or any other media regarding the Agreement or AUTHORITY's LOCAL AGENCY's actions on the same, except to AUTHORITY's LOCAL AGENCY's staff, CONSULTANT's own personnel involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative committee. Addendum No. 10

REQUEST FOR PROPOSALS (RFP) 0-2690

**BACK OFFICE SYSTEM AND CUSTOMER
SERVICE CENTER OPERATIONS SERVICES
FOR THE 405 EXPRESS LANES IN
ORANGE COUNTY**



ORANGE COUNTY TRANSPORTATION AUTHORITY

**OCTA OFFICES
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date	December 9, 2020
Pre-Proposal Conference	December 17, 2020
Offeror Technical Questions Submittal Deadline	February 5, 2021
Authority Technical Questions Response Deadline	February 12, 2021
Offeror Pricing and Non-technical Questions Submittal Deadline	February 19, 2021
Authority Pricing and All Non-technical Questions Response Deadline	February 26, 2021
Proposal Due Date	March 22, 2021
Interview Dates:	May 19 & 20, 2021

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NOTICE OF REQUEST FOR PROPOSALS

(RFP): 0-2690 BACK OFFICE SYSTEM AND CUSTOMER SERVICE CENTER OPERATIONS SERVICES FOR THE 405 EXPRESS LANES

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (“Authority”) invites Proposals from qualified firms to provide Back Office System (BOS) and Customer Service Center (CSC) Operations for the 405 Express Lanes (“405 Express Lanes”).

Required work (“Work”) under this RFP includes the implementation and operations and Maintenance of the BOS and CSC for the 405 Express Lanes. Over the term of the Agreement the Authority may implement other toll facilities that may be added to this Project.

The Agreement will include both firm fixed and variable pricing elements. The Initial Term of the Agreement will be up to nine years, which includes an Implementation Phase and a six-year Operations and Maintenance Phase. Two optional Contract extension periods are included for a total optional extension of up to five years. Option Term 1 is for an extension period of up to three years and Option Term 2 is for an additional extension period of up to two years. Each may be executed at the sole determination of the Authority.

The Authority intends to provide a facility for Contractor’s Customer Service Center Operations, which may also house other Authority contractors. The Contractor must provide space for its data center at another location in accordance with the Scope of Work and Requirements.

Authority’s budget commitment, for the Initial Term of this Agreement, is anticipated to be \$133,876,546.

Close coordination will be required between the Contractor awarded the Contract resulting from this procurement (“the Contractor”) and the 405 Express Lanes roadway toll system contractor.

Offerors are advised that the reference documents provided with this RFP are for the purpose of providing certain information to Offerors. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors. Reference documents include the following:

- Toll Operating Agreement with California Department of Transportation (Caltrans) for the 405 Express Lanes in Orange County.
- OCTA 91 BOS and CSC Operations Historical Volumes

The Authority has set a three percent (3%) Disadvantaged Business Enterprise (DBE) participation goal for this project, as it is mainly funded with federal funds. Award of this contract is contingent upon Contractor's commitment to meet the DBE attainment requirements including good faith effort to meet the established goal.

Offerors are advised that by signing their Proposal, they are certifying that they and their Subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

The following restrictions/prohibitions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management services contract for the Authority's Highway Delivery Department, may not submit a Proposal to this procurement.
- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management consultant contract for the Authority's I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of Offeror team composition with regards to conflicts of interest will be done on a case-by-case basis.

Proposals must be received in the Authority's office at or before 2:00 p.m. on Monday, March 22, 2021.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Mr. Robert Webb, Principal Contracts Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
 Contracts Administration and Materials Management
 P.O. Box 14184
 Orange, California 92863-1584
 Attention: Mr. Robert Webb, Principal Contracts Administrator**

Proposals and amendments to Proposals received after the date and time specified above will be returned to the Offerors unopened.

All firms interested in responding to this procurement, are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

Offerors are advised that the Authority is now on Facebook, at www.facebook.com/Cammnetconnect. Cammnet Connect was created by the Authority to provide a tool for firms to build business and partnering relationships with other firms interested in business opportunities with the Authority.

Firms interested in obtaining a copy of this Request For Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

To receive all further information regarding this RFP 0-2690, prime firms and Subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category	Commodity
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software
	Servers and Storage Equipment

Category	Commodity
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting
	Consultant Services - Tolling Systems Design and Development

Category	Commodity
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

A Pre-Proposal conference will be held on **December 17, 2020**, 9:00 am via Skype.

Prospective Offerors may call-in using the following credentials:

- Call-in number: (714) 560-5666
- Conference ID: 139016

No on-site meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to the pre-proposal conference.

The Authority has established May 19 and 20, 2021, as the dates to conduct interviews. All prospective Offerors must keep these dates available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this Contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed Agreement including the identified Scope of Work and Requirements.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held via Skype on **December 17, 2020**, beginning at 9:00 a.m. The Pre-Proposal conference is not mandatory; however, all prospective Offerors are encouraged to attend the Pre-Proposal conference.

Prospective Offerors may call-in using the following credentials:

- Call-in number: (714) 560-5666
- Conference ID: 139016

No on-site meeting will be held. A copy of the presentation slides and a pre-proposal registration sheet will be issued via addendum prior to the date of the pre-proposal conference. All prospective Offerors are encouraged to call-in to the pre-proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Offeror represents that it has thoroughly examined and become familiar with the Work required under this RFP (including all exhibits and addenda) and that it is capable of performing quality work to achieve the Authority's objectives. Failure of Offeror to so examine and inform itself shall be at its sole risk, and no relief for discrepancy, deficiency, ambiguity, error, or omission will be provided by the Authority.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any changes made by the Authority to the requirements will be made by written addendum to this RFP. Where applicable, written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral or written instructions. Offerors shall acknowledge receipt of all addenda in their Proposals. Failure to acknowledge receipt of addenda may cause the Proposal to be deemed non-responsive to this RFP and be rejected.

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Mr. Robert Webb, Principal Contracts Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184

Orange, CA 92863-1584
Phone: 714.560.5446743, Fax: 714.560.5792
Email: 405ELBOS-CSC@OCTA.net

Commencing on the date of the issuance of this RFP and continuing until award of the Contract or cancellation of this RFP, no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority staff ~~or officers~~; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, Subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of Offeror at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should the Authority find in its sole discretion that the point in question is not clearly and fully set forth in the RFP, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. All questions, including questions that could not be specifically answered at the Pre-Proposal conference must be put in writing, using the attached Form A, Offeror's Questions Form, and must be received by the Authority no later than 5:00 p.m. (local PT) on the dates stated in the Key RFP Dates Table provided on the RFP Cover Sheet. The Authority is not responsible for failure to respond to a request that has not been submitted as such.
- b. Any of the following methods of delivering written requests for clarifications, questions, and comments are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) Email (preferred method): 405ELBOS-CSC@OCTA.net

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than the dates shown on the Key RFP Dates Table on the RFP cover sheet. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing the request to Mr. Robert Webb. To the extent that responses are provided, they will not be considered part of the Contract documents, nor will they be relevant in interpreting the Contract documents, except as expressly set forth therein.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and Subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category	Commodity
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software
	Servers and Storage Equipment
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service

Category	Commodity
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting
	Consultant Services - Tolling Systems Design and Development
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

Offeror inquiries regarding RFP content or Technical Proposal content will be accepted by the Authority at or before 5:00 p.m. on February 5, 2021. Inquiries regarding these matters will not be responded to after this date and time.

Offeror inquiries regarding Price Proposal and all non-technical matters including forms will be accepted by the Authority at or before 5:00 p.m. on February 19, 2021 no later than 5:00 p.m. (local PT). Inquiries regarding these matters will not be responded to after this date and time.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Both Technical and Price Proposals must be received together, separately packaged as described below, in the Authority's office at or before **2:00 p.m. on March 22, 2021**.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMP)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Mr. Robert Webb, Principal Contracts Administrator**

Proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMP)
P.O. Box 14184
Orange, California 92863-1584
Attention: Mr. Robert Webb, Principal Contracts Administrator**

3. Identification of Proposals

Offeror shall submit **one (1) original, eight (8) hard copies, and one (1) electronic PDF copy (on a flash drive)** of its Technical Proposal in a sealed package, addressed as shown in F.2. Offeror shall include the Excel version of the Conformance Matrix on the flash drive. The outer envelope must show the Offeror's name and address and must be clearly marked with the RFP number.

In accordance with the instructions contained in this RFP, the following forms are to be included in a separate file entitled "Original Proposal Forms" in the electronic PDF copy (on a flash drive) of its Technical Proposal:

1. "Campaign Contribution Disclosure Form" (Form B)
2. "Status of Past and Present Contracts Form" (Form C)
3. "Proposal Exceptions and/or Deviations" (Form F)
4. "Public Records Act Indemnification – Proposal Documents (Form M)

The Price Proposal must be submitted in a sealed envelope, separate from the Technical Proposal package. **One (1) original and one (1) hard copy** are to be submitted, with **one (1) electronic copy on a flash drive**, in Excel file format.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals or in the procurement process.
- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority make no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the Project.
- d. The Authority reserves the right to postpone Proposal openings for its own convenience and modify any dates set for the Project in the RFP.
- e. Submitted Proposals are not to be copyrighted, as they are subject to the Public Records Act. Confidential and proprietary materials must be marked as such.
- f. Each Proposal will be received with the understanding that acceptance by the Authority of the Proposal to provide the Work described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Proposal and specifications.
- g. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the Work.
- h. The Authority reserves the right to approve or disapprove of an Offeror's Key Team Personnel or changes in an Offeror's organization.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its Proposal. Offeror shall not include any such expenses as part of its Proposal.

By way of example but not limitation, pre-contractual expenses include expenses incurred by Offeror in:

1. Preparing its Proposal in response to this RFP;
2. Submitting that Proposal to the Authority;
3. Negotiating with the Authority any matter related to this Proposal; or
4. Any other expenses incurred by Offeror prior to Effective Date of Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single Proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' Proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the Agreement.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be an agreement between the Authority and the Contractor, as a fixed and variable price Contract specifying fixed prices for individual Implementation Phase milestones, and variable pricing for portions of the Work during the Operations and Maintenance Phase, as specified in the Scope of Work and Requirements, included in this RFP as Exhibit B and in Exhibit D, Price Proposal and Instructions and in the Agreement, included as Exhibit E.

L. FUNDING

Funding for the Project includes TIFIA, federal, state and local funds, and toll revenues.

M. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, Offeror is unable, or potentially unable to render impartial assistance or advice to Authority; Offeror's objectivity in performing the Work identified in the Scope of Work and Requirements is or might be otherwise impaired; Offeror has an unfair competitive advantage, or is engaging in activities that the Authority considers adverse to the 405 Express Lanes. Conflict of interest issues must be fully disclosed in the Offeror's Proposal.

Offeror shall disclose any financial interests it may have in the 405 Express Lanes, and any other financial, business, or other relationship with the Authority that may have an impact upon this Project, or any ensuing Authority planned or current project. Offeror shall also list current clients who may have a financial interest in the outcome of this Project, or any ensuing Authority project, which will follow.

All Offerors must disclose in their Proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

N. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct, available at www.octa.net, as it relates to third-party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its Subcontracts.

O. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a three percent (**3%**) Disadvantaged Business Enterprise (DBE) participation goal for the services required in this solicitation.

In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," offerors must complete the following forms:

- Consultant Proposal DBE Commitment Form (10-O1)
- Written Confirmation (required from each proposed DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1).
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the “Consultant Proposal DBE Commitment Form (10-O1).
- Bidders List

P. PROHIBITION

The following restrictions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management services contract for the Authority’s Highway Delivery Department, may not submit a Proposal to this procurement.
- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management consultant contract for the Authority’s I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of Offeror’s team composition with regard to conflict of interest will be done on a case-by-case basis.

Q. NONDISCRIMINATION

The Authority hereby notifies all Offerors that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

R. PRIME AND LOWER TIER DEBARMENT

Offerors are advised that by signing their Proposal, they are certifying that they and their Subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

S. PREVAILING WAGES

Certain labor categories under this Project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages.

It is required that all mechanics and laborers employed or working at the site be paid not less than the basic hourly rates of pay and fringe benefits as shown in the current minimum wage schedules. The Offeror to whom a Contract for the Work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the Work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices.

Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

T. PERMITS AND INSPECTION COSTS

Successful Offeror shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agency having jurisdiction over the areas in which the Work is located and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

U. EXECUTION OF CONTRACT

Within ten (10) Business Days after notification of Contract award from the Authority, the successful Offeror shall submit to the Authority: the required Contract bonds and endorsements shown in Forms I, J and K, and acceptable insurance certificates as required by the proposed Agreement. Failure to sign the Contract and submit applicable bonds, and acceptable insurance certificates within the specified time shall be cause to cancel the award. Transfers of Contract, or of interest in Contracts, are prohibited.

Additionally, at Authority' sole discretion, a letter of guaranty may be requested from Offerors if deemed necessary.

V. LIQUIDATED DAMAGES

Authority reserves the right to assess liquidated damages related to Contractor's performance, Key Team Personnel availability, and delays in Guaranteed Completion Dates for Go-Live, as detailed in the Proposed Agreement included in this RFP as Exhibit E.

W. PUBLIC RECORDS AND INFORMATION

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP. The Offeror must complete the Form M, Public Records Act Indemnification-Proposal Documents and submit with its Proposal.

If a request is received by Authority for the release of information identified by Offeror as propriety, trade secret or confidential, the request will be referred to the Offeror for review and consideration. If Offeror asks that the information be withheld from release, Offeror shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Form M, Public Records Act Indemnification-Proposal Documents.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts, figures, resumes, schedules, and pre-printed materials may contain smaller fonts and line spacing as required. Charts, diagrams and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed one-hundred (100) pages in length excluding from the page limits, the cover letter, Executive Summary, all appendices, resumes, project schedule, tabs, title page, table of contents, and required completed forms.

Offer shall complete and submit with the Technical Proposal the following appendices:

1. Preliminary bill of materials for all Equipment, Software and Hardware including manufacturer, model number, and quantities.
2. Product cut sheets.
3. Audited financial statements which may be submitted in electronic PDF format only on a clearly marked flash drive.
4. Resumes and References.
5. Completed Conformance Matrix.
6. Proposed Implementation Schedule.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Mr. Reem Hashemobert Webb, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of Proposal evaluation. Licensing information, if applicable, such as license number and status of license, must be submitted.

- b. Identification of all proposed Subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; role of Subcontractor on Project, and relationship between Offeror and Subcontractors, if applicable. Licensing information, if applicable, such as license number and status of license, must be submitted.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the Proposal shall remain valid for a period of not less than 210 days from the date the Proposal was due.
- e. Signature of a person authorized to bind Offeror to the terms of the Proposal.
- f. Signed statement attesting that all information submitted with the Proposal is true and correct.

3. Executive Summary

The Executive Summary shall be a brief overview, not to exceed five (5) pages, summarizing the Technical Proposal, and explaining how the Proposal being offered best addresses the evaluation criteria listed in this RFP. Include summaries of Offeror's understanding of the Authority's needs, and proposed approach to coordinating with the Authority, developing and implementing the BOS and CSC Operations, and providing operations and Maintenance services.

4. Technical Proposal

The Technical Proposal shall include the following sections:

- Qualifications, Related Experience and References
- Staffing and Project Organization
- Implementation Work Plan and Technical Approach
- CSC Operations Work Plan, Operational Startup, and Approach

Offerors must specifically answer all of the following information requests using the lettering sequence provided below. Please place the full lettering/numbering of the information request that is being responded to immediately above your response for each item. If the information request includes sub-parts (such as a, b, c...), please adhere to that format and specifically respond to each sub-part and do not provide any part of the response under the introductory portion of your response; rather, the response shall be provided under the relevant sub-part only.

Proposal Section A - Qualifications, Related Experience and References

This section of the Proposal should establish the Offeror's ability to perform the required Work based on the team's structure, strength and stability of the team, prior experience performing similar work, references and availability of resources. Use diagrams and organizational charts as necessary.

Offeror to:

1. Provide an overview of the team (prime and Subcontractors) and a brief profile of each organization, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees. In addition, for each organization provide a primary address, contact person, telephone number, and email address using Form P, List of Subcontractors, for all Subcontractors.
2. Explain the team's (prime and Subcontractors) structure, areas of responsibility, and describe team's experience in working with each other, if applicable.
3. Provide a general description of the prime's and all major Subcontractors' financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the team's ability to complete the Project. The Offeror, primary BOS provider if a Subcontractor, and primary CSC Operations provider, if a Subcontractor, shall provide audited financial statements for the last Fiscal Year in Appendix 3.
4. Provide the team's current and future commitments that will coincide with the Implementation Phase and the Operations and Maintenance Phase.
5. Provide a completed Form N, Offeror Recent Client List.
6. Describe the team's (prime and Subcontractors) experience in performing work of a similar nature to that solicited in this RFP.
7. Using Form O-1 Part 1 (BOS implementation and Maintenance), provide a minimum of two (2) and a maximum of four (4) reference projects for BOS implementation and Maintenance similar in scope to this Project. Include in Appendix 4.
8. Using Form O-1 Part 2 (Operations) provide a minimum of two (2) and a maximum of four (4) reference projects for Customer Service Center planning and operations similar in scope to this Project. Include in Appendix 4.

Proposal Section B - Staffing and Project Organization

This section of the Proposal should establish the method which will be used by the Offeror to manage the Project, as well as identify Key Team Personnel assigned.

Offeror to:

1. Include Project organization charts, including the organization that each staff person works for and their physical location, for each phase:
 - a. Implementation Phase
 - b. CSC Operations during the Operations and Maintenance Phase
 - c. BOS Maintenance during the Operations and Maintenance Phase.
2. Identify Key Team Personnel (see Scope of Work and Requirements Volume 1 for a complete list of Key Team Personnel) proposed to perform the Work. Include the person's name, organization, proposed position for this Project, current location and assignments, level of commitment to his/her current assignments, and how long employed with the organization. Also identify Key Team Personnel proposed locations, availability for Work on this Project and time commitments on the Project.
3. Furnish resumes (not more than two [2] pages each) for all Key Team Personnel, that include the organization they work for, proposed position, education, applicable experience, and applicable professional credentials. Include in Appendix 4.
4. Describe the Offeror's philosophy and approach to training and staffing the CSC Operations to ensure operational readiness.
5. Provide references for Key Team Personnel using Forms P-2 Reference Projects Key Team Personnel Forms. Include in Appendix 4.

Proposal Section C: Implementation Work Plan and Technical Approach to BOS

Offerors shall carefully review Volume II: BOS Technology and Functionality and shall fully complete the required information in the columns of the Requirements Conformance Matrix in accordance with the instructions provided therein. The Conformance Matrix is included as Form Q in Excel format. as part of the RFP forms. The form shall be completed and submitted in searchable PDF format in

Appendix 5 of the Technical Proposal and in Excel format on the flash drive with the Technical Proposal, as directed in Section I, F. 3, Identification of Proposals.

Offerors should provide a narrative and diagrams, which address the Scope of Work and Requirements, and describe the Offeror's approach to the BOS. Offerors should note experience with California Law and the California tolling environment where applicable.

The Proposal shall address the following:

1. Approach to project management of the BOS Implementation Phase.
2. Approach to project management of the BOS during the Operations and Maintenance Phase.
3. Approach to BOS Quality Assurance/Quality Control (QA/QC) during the Implementation Phase.
4. Approach to BOS QA/QC during the Operations and Maintenance Phase.
5. Describe the proposed system and Software architecture including Disaster Recovery (solutions to support at-home agents during Disaster Recovery and Business Continuity events should be described in Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach question No. 12).
6. Discuss generally the BOS Software (including other agencies or customers using the product) that is the genesis of the proposed BOS and what overall level of new development versus customization or configuration is planned (response should align with the detailed information provided in the Conformance Matrix).
7. Approach to developing and efficiently incorporating Authority's Business Rules and policies into the BOS.
8. Approach to the design and development of the BOS and the expected level of Authority interaction and participation.
9. Approach to delivery of all BOS documentation.
10. Approach to testing of the BOS.
11. Approach to complying with all Security Standards.
12. Approach to delivering the BOS in the timeframe described in the Proposal (include a proposed Project Implementation Schedule as Appendix 6).

13. Identify any risks and mitigation strategies related to the delivery of the BOS within the required timeframe.
14. Approach to meeting the requirements in Volume II:
 - a. Account Management
 - b. Image Transfer and Transaction/Trip Processing
 - c. Account Notification
 - d. Payment Processing
 - e. Case Management
 - f. Violation Processing
 - g. Collection and Registration Holds
 - h. Transponder Inventory
 - i. Customer Portals
 - j. Customer communications across all channels
 - k. Financial Requirements
 - l. Reporting
 - m. Performance Management and Monitoring System.
15. Approach to maintaining BOS Software and keeping the Self-Service Website and mobile application (if option executed) current over the Term of the Agreement.
16. Approach to monitoring and reporting on the BOS performance against the Performance Measures.
17. Approach to maintaining and administering the BOS.
18. Approach to refreshing the BOS Hardware CSC Operations Desktop Environment over the Term of the Agreement.
19. Approach to providing BOS support to the CSC Operations and Authority's staff.
20. Approach to selection of Merchant Services Providers and tokenization provider:

- a. Name the provider, discuss the Offeror's experience with Merchant Services Provider #1 and explain why this provider was selected.
- b. Provide a Merchant Services Provider #1 detailed cost table (separate ACH from Credit Card) breaking out the detailed costs, excluding interchange fees assessed by the card brands, and fees related to processing of ACH and Credit Cards. For example there should be separate lines for each cost item such as:
 - Discount rates
 - Transaction fees
 - Gateway fees
 - Tokenization fees
 - Monthly and annual fees
 - Chargeback fees
 - Voice authorization fees
 - Account updater fees
 - Other fees as applicable.
- c. Name the provider, discuss the Offeror's experience with Merchant Services Provider #2, and explain why this provider was selected.
- d. Provide the same cost table for Merchant Services Provider #2 as described in (b) above.

Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach

Offerors should provide a narrative and diagrams, which address the Scope of Work and Requirements, and describe the Offeror's approach to CSC Operations focusing on the Work provided by staff rather than the BOS. The Offeror should note experience with California Law and the California tolling environment where applicable.

The Proposal shall address the following:

1. Approach to project management and planning of CSC Operations during the Implementation Phase.

2. Approach to project management of CSC Operations during the Operations and Maintenance Phase.
3. Approach to CSC Operations QA/QC during the Operations and Maintenance Phase.
4. Approach to providing process improvements through the Term of the Agreement.
5. Approach to incorporating Authority's Business Rules and policies into the CSC Operations.
6. Approach to monitoring and reporting on the CSC Operations performance against the Performance Measures.
7. Describe how operations staff will provide system design input to BOS provider during initial design and after Go-Live.
8. Approach to staffing, hiring and training initial staff. Identify any risks and mitigation strategies related to achieving CSC Operations Readiness (Identify the CSC Operations related major milestones within the Preliminary Implementation Schedule provided as part of Section C).
9. Provide a detailed list of anticipated predecessor tasks required in order to achieve Acceptance of Operational Readiness prior to Go-Live.
10. Approach to properly staffing the CSC Operations during the Operations and Maintenance Phase to ensure that the CSC Operations performance requirements are met.
11. Approach to security and privacy compliance.
12. Approach to Disaster Recovery and Business Continuity. Specifically address proposed handling of events similar to the COVID 19 pandemic, including:
 - a. Describe the plan for shift to work-at-home CSRs and what lessons have been learned in that regard.
 - b. Describe the at-home desktop computing systems and communications methods that will be used while CSRs are working at-home.
 - c. Describe the technical and procedural approaches to protecting PII while CSRs are working at-home.
13. Approach to providing excellent customer service.

14. Approach to effectively managing customer contacts across all channels.
15. Approach to in-bound mail processing and handling of undeliverable mail.
16. Approach to rental car transactions.
17. Approach to violations and the organization of staff to support the process.
18. Approach to Registration Holds.
19. Approach to processing payments and refunds.
20. Approach to financial management.
21. Approach to managing and distributing transponders.
22. Approach to Collections:
 - a. Name the provider and describe the collections approach of Collections Agency #1 and the resulting benefit to the Authority.
 - b. Provide a Collections Agency #1 cost table detailing the rates and fees for collections services in the Scope of Work and Requirements. The table shall separately address Collections Placements that are 1) new placement, but for which the CSC Operations has attempted the initial collection and failed and 2) new placement, for which no previous collection has been attempted. In addition, provide the cost of successful and unsuccessful skip-traces and cost for processing of civil judgements.
 - c. Name the provider and describe the collections approach of Collections Agency #2 and the resulting benefit to the Authority.
 - d. Provide the same cost table as described in (b) above for Collections Agency #2.
23. Approach to initial (pre-Collections Placement) collections attempts by CSC Operations.
24. Approach to postage rate discounts:
 - a. Describe the day-to-day mailing strategies that will be employed to save postage costs while meeting the Requirements.

- b. Provide a detailed Postage Rate Table for all Orange County zip codes for different types and volumes of mailing (the table should be placed in Appendix 7: Postage Rate Table).

5. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibit B) and Proposed Agreement (Exhibit E), using the form entitled "Proposal Exceptions and/or Deviations" (Form F) included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original Proposal submitted by the Offeror.

If no technical or contractual exceptions and/or deviations are submitted as part of the original Proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibit B) and Proposed Agreement (Exhibit E.) Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the Proposal submittal due date identified in the RFP. Exceptions and/or deviations submitted after the Proposal submittal date will not be reviewed by the Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviations that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

6. Cost and Price Proposal

As part of the cost and Price Proposal ("Price Proposal"), the Offeror shall submit proposed pricing to provide the Work described in the Scope of Work and Requirements (Exhibit B).

The Offeror shall complete the "Price Proposal" form (Exhibit D) included with this RFP and submit in a separately sealed envelope from the Technical Proposal. **The Price Proposal must be completed in its entirety in accordance with the Price Proposal Instructions.**

All boxes, packages, and envelopes containing Price Proposals shall be clearly labeled with Offeror's name, "Price Proposal" and this RFP title and number (along with the package number (e.g., 1 of 1)). The original Price Proposal envelope shall be marked "Original".

Price Proposals shall be submitted in the manner and quantities identified in Section I (paragraph F3). File names shall also be clearly identified with the Offeror's name and contents clearly labeled. In the event of a discrepancy between the signed hard copy Price Proposal and the electronic copy, the signed hard copy submittal will take precedence.

It is anticipated that the Authority will enter into a fixed and variable price Contract specifying fixed prices for Deliverables in the Implementation Phase, as well as variable prices for Work performed during the Operations and Maintenance Phase, as further specified in the Scope of Work and Requirements and the Price Proposal Instructions.

7. Required Appendices

Offerors shall provide the following required appendices in their Proposal as follows:

- Appendix 1: Preliminary bill of materials for all Equipment, Software and Hardware including manufacturer, model number, and quantities.
- Appendix 2: Product Cut sheets.
- Appendix 3: Audited financial statements.
- Appendix 4: Resumes and References.
- Appendix 5: Completed Conformance Matrix.
- Appendix 6: Project Implementation Schedule.
- Appendix 7: Postage Rate Table.

Information considered by Offeror to be pertinent to this Project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section labeled Additional Appendices. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

B. FORMS

Unless otherwise noted above in Section A, Proposal Format and Content, or in this Section B, completed forms are to be submitted in a separate Technical Proposal section entitled "Forms". The following forms are included in the RFP:

1. Offeror's Questions Form – Form A

Offerors shall use this form to submit any questions they may have with respect to this RFP or any part thereof.

2. Campaign Contribution Disclosure Form – Form B

Offerors shall complete Form B In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding campaign contributions to members of appointed boards of directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime Contractor, Subcontractors, lobbyists and agents are required to report all campaign contributions from the Proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for July 26, 2021.

Offeror is required to submit only **one** copy of the completed Form B as part of its Proposal and it should be included in only the **original** Technical Proposal.

3. Status of Past and Present Contracts Form – Form C

Offeror shall complete and sign the form entitled "Status of Past and Present Contracts" provided in this RFP. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's Proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate.

Offeror is required to submit one copy of the completed form(s) as part of its Proposal and it should be included in only the original Technical Proposal.

4. Disadvantaged Business Enterprise Program Requirements and Forms – Form D

Offerors must complete the following forms:

- Consultant Proposal DBE Commitment Form (10-O1)
- Written Confirmation (required from each proposed DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1).
- DBE Information – Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the “Consultant Proposal DBE Commitment Form (10-O1).
- Bidders List

5. Certification of Restrictions on Lobbying Form – Form E

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes, under Form E, the following forms: a certification form entitled “Certification of Restrictions on Lobbying,” the office of Management and Budget (OMB) Standard Form E entitled “Disclosure of Lobbying Activities,” and a document entitled “Limitation on Payments to Influence Certain Federal Transactions.”

The Offeror to this solicitation will be required to complete and submit to the Authority in their Technical Proposal, the certification form entitled “Certification of Restrictions on Lobbying” whether or not any lobbying efforts took place. If the Offeror did engage in lobbying activities, then OMB Standard Form E “Disclosure of Lobbying Activities” must also be completed and submitted to the Authority.

6. Proposal Exceptions and/or Deviations Form – Form F

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original Technical Proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or

deviations submitted after the Proposal submittal date will not be reviewed nor considered by the Authority.

7. Surety Commitment Letter – Form G

Offerors shall complete, sign, seal, and submit this Surety Commitment Letter with the Price Proposal.

8. Intellectual Property Escrow Agreement – Form H

This is a sample form of the Intellectual Property Escrow Agreement, to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

9. Performance Bond – Form I

This is the sample form of Performance Bond, to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

10. Payment Bond – Form J

This is the sample form of Payment Bond to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

11. Operations and Maintenance Bond – Form K

This is the sample form of Operations and Maintenance Bond to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

12. Iran Contracting Act Certification – Form L

Offerors shall complete and submit this Iran Contracting Certification form with the Technical Proposal.

13. Public Records Act Indemnification Proposal Documents – Form M

Offerors shall complete and sign this form with the Technical Proposal.

14. Offeror Recent Client List – Form N

Offerors and Subcontractor(s), if Subcontractor(s) has the primary responsibility for either the implementation and Maintenance Work or the CSC operations Work, shall complete and submit this Recent Client List with the Technical Proposal. Provide a list

of all Offeror's or Subcontractor's (as applicable) contracts in the most recent three years, up to a maximum of 20 contracts.

15. Reference Forms – Form O

Offerors shall complete and submit reference forms O-1, Parts 1 and 2, and O-2 with the Technical Proposal. References must be independent from Offeror's own firm, and must be from third party agencies or companies for which similar work has been performed by Offeror or Key Team Personnel as applicable to the specific form.

A Subcontractor shall complete Form O Part 1 reference(s) if a Subcontractor has the primary responsibility for the implementation and Maintenance Work. A Subcontractor shall complete Form O Part 2 reference(s) if a Subcontractor has primary responsibility for the CSC operations Work.

16. List of Subcontractors – Form P

Offerors shall complete and submit with their Technical Proposal a list of all Subcontractors proposed on this Project, including their role on the Project.

17. Conformance Matrix- Form Q

Offerors shall complete the Conformance Matrix in accordance with the instructions provided in the form and shall submit the PDF version in Appendix 5 and the Excel version of the completed matrix on the flash drive used for the electronic version of the Technical Proposal.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. EVALUATION CRITERIA

The Authority will evaluate the Proposals received based on the following criteria:

1. Qualifications, Related Experience, and References of the Firm (Proposal Section A) 15%

- Overall strength of team.
- Strength of prime and all major Subcontractor's financial condition.
- Experience of the team and relevant project experience in BOS and CSC Operations implementation, as well as operations and maintenance (experience with similar scopes of work, current installations of the BOS, current similar operations).
- Strength and relevance of reference projects.
- Strength and relevance of reference checks.
- Other on-going project commitments and priorities.

2. Staffing and Project Organization (Proposal Section B) 15%

- Strength of team's organization (completeness, clear delineation of communication and reporting relationships of staff and firms).
- Experience of the proposed Project Manager and other Key Team Personnel relative to this Project, including resumes.
- Key Team Personnel Reference projects, including relevance of role and reference check results.
- Commitment to meeting local presence requirements of Key Team Personnel.
- Logic and depth of Implementation Phase organization.
- Logic and depth of Operations and Maintenance Phase organization.
- Demonstrated ability to provide and train CSC Operations staff to meet Operational Readiness requirements.

3. Implementation Work Plan and Technical Approach to BOS (Proposal Section C) 30%

- Demonstrated ability to meet the Authority's schedule requirements.

- Completeness and effectiveness of project management and risk management approach.
- Completeness and effectiveness of QA/QC approach.
- Demonstrated process for developing and efficiently incorporating Authority's Business Rules and policies into the BOS.
- Knowledge of interagency group tolling environments (CTOC or similar).
- Completeness and efficiency of approach to design, development, documentation and testing.
- System architecture logic, configurability, reliability and flexibility.
- Proven success of architecture and software on a similar project.
- Demonstrated ability to comply with the BOS related Security Standards.
- Understanding and approach to delivering technical Requirements in Volume II.
- Demonstrated ability to meet the BOS performance Requirements in Volume IV.
- Commitment to delivering a BOS that emphasizes customer self-service.
- Solution to providing adequate BOS redundancy and Disaster Recovery.
- Demonstrated ability to maintain, administer and Update the BOS to ensure KPI's are met.
- Demonstrated commitment to serving CSC Operations and Authority staff.
- Approach to payment processing through the Merchant Service Provider and controlling processing costs.

4. CSC Operations Work Plan, Operational Startup and Approach (Proposal Section D) 20%

- Demonstrated ability to meet the Authority's schedule requirements.
- Demonstrated process for developing and efficiently incorporating Authority's Business Rules and policies into the CSC Operations.
- Commitment to operations staff involvement in BOS design and testing.
- Commitment to providing and training adequate staff initially and through the Term of the Agreement.
- Commitment to providing excellent customer service.

- Demonstrated ability to meet the CSC Operations performance Requirements in Volume IV.
- Thoroughness of QA/QC program.
- Thorough understanding of tolling related statutes and interagency group tolling environments (CTOC or similar).
- Demonstrated understanding and ability to provide the Work described in Volume III.
- Commitment to providing current customer service best practices resulting in efficient processes, customer self-service and accuracy.
- Demonstrated ability to provide strong financial controls.
- Approach to providing for at-home CSRs during Disaster Recovery and Business Continuity events.
- Demonstrated ability to comply with the CSC Operations related Security Standards.
- Approach to Collections.
- Approach to minimizing postage costs.

5. Cost and Price

20%

Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all Proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written Proposals using criteria identified in Section III A. The evaluation committee will also be assisted by a technical review committee comprised of subject-matter experts. The technical review committee's role will be to review the technical components of the Proposals and provide their written assessment of their strengths and weaknesses, to assist the evaluation committee in their evaluation of the Proposals. A list of top ranked Proposals within a competitive range, will be developed based upon the totals of each evaluation committee member's score for each Proposal.

During the evaluation period, the Authority may interview some or all of the Offerors. The Authority has established May 19 and 20, 2021, as the dates to conduct interviews. All prospective Offerors are asked to keep these dates available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its Proposal may be eliminated from further discussion. The Authority will provide an agenda for the interview which will consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's Proposal and qualifications.

In addition, the Authority may send out questions to some or all of the Offerors to respond to in writing in advance of the interviews. Offeror responses may be subject to discussion at the interview.

At the conclusion of the Proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues, and submit a final Price Proposal. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Authority's Board Committee, the Offeror with the highest final ranking within the competitive range whose Proposal(s) is most advantageous to the Authority.

C. AWARD

The Board Committee for the Authority will review the evaluation committee's recommendation and forward its decision to the Board of Directors for final action regarding selection. The Authority may also negotiate Contract terms with the selected Offeror prior to award, and expressly reserve the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the Proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing Work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a Proposal in response to this RFP shall be notified via CAMM NET of the Contract award. Such notification shall be made within three (3) Business Days of the date the Contract is awarded.

Offerors who were not awarded the Contract may obtain a debriefing concerning the strengths and weaknesses of their Proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) Business Days of notification of the Contract award.

EXHIBIT A: DEFINITIONS AND ACRONYMS

EXHIBIT B: SCOPE OF WORK AND REQUIREMENTS

EXHIBIT C: PRELIMINARY MILESTONE SCHEDULE

(For Offerors to Use in Development of Project Implementation Schedule)

EXHIBIT D: PRICE PROPOSAL AND INSTRUCTIONS

PRICE PROPOSAL

REQUEST FOR PROPOSALS (RFP) 0-2690

PLEASE REFER TO THE ATTACHED PRICING SHEETS AND INSTRUCTIONS FOR GUIDANCE ON COMPLETING THE PRICING SHEETS.

THE ACKNOWLEDGMENT BELOW MUST BE SIGNED AND SUBMITTED WITH BOTH THE TECHNICAL AND PRICE PROPOSALS.

-
1. I acknowledge receipt of RFP No. 0-2690 and Addenda No.(s) _____
 2. This offer shall remain firm for _____ days from the date of Proposal
(Minimum 210)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

EXHIBIT E: PROPOSED AGREEMENT

EXHIBIT F: MILESTONE PAYMENT SCHEDULE

**EXHIBIT G: LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL
SPECIFICATIONS**

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

G. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.

H. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act.

1.2 HEAT ILLNESS PREVENTION PROGRAM

A. Contractor shall provide a copy of their company Heat Illness Prevention Program in accordance with CCR Title 8, Section 3395, Heat Illness Prevention.

1.3 HAZARD COMMUNICATION

A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products used, if any.

B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

C. The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.4 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy

of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 14050 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Yard Safety Rules

END OF SECTION

FORM A: OFFEROR'S QUESTIONS FORM

Offeror Name:

Offeror's Questions Form

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

FORM B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES

Board of Directors

~~Steve Jones, Chairman~~

Andrew Do, ~~Vice~~ Chairman

Mark A. Murphy, Vice Chairman~~Director~~

Lisa A. Bartlett, Director

Doug Chaffee, Director

~~Laurie Davies, Director~~

Barbara Delgleize, Director

Brian Goodell, Director

Patrick Harper, Director

Michael Hennessey, Director

Gene Hernandez, Director

Steve Jones, Director

Joseph Muller, Director

Vicente Sarmiento, Director

~~Richard Murphy, Director~~

~~Miguel Pulido, Director~~

Tim Shaw, Director

Harry S. Sidhu, Director

~~Michelle Steel, Director~~

Donald P. Wagner, Director

FORM C: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Date

Title

FORM D: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
REQUIREMENTS AND FORMS

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENTS**

1.0 DBE Goal

To assist proposers in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is 3%.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1 Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2 Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3 Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4 Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5 Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6 Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7 Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Proposers shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, proposers must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 "Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 "Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 "Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - 3.3.2.6 Women; and
 - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 "Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 "Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 "Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 "Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

3.8 ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.

3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.

3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.

3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Proposer must complete and submit the following DBE Exhibit (form) with their proposal:

- DBE Participation Commitment Form
 - Written Confirmation (required from each proposed DBE firm listed on the DBE Participation Commitment Form)

Proposer must complete and submit the following DBE Exhibits (forms) to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the DBE Participation Commitment Form)
- Bidders List

Required Forms	Submission
DBE Participation Commitment Form	Required at time of proposal
Written Confirmation (for each DBE firm listed on the DBE Participation Commitment Form)	Required at time of proposal
DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date
Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date

4.1 “DBE Participation Commitment Form” (Form D-1) required at time of Proposal. The Proposer is to provide the following information for each DBE that will participate in the contract:

- 4.1.1 The complete name and address of each DBE who will participate in the contract;
- 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
- 4.1.3 A description of the work that each DBE will perform or provide;
- 4.1.4 The dollar amount of the work to be performed or provided by the DBE;
- 4.1.5 The dollar amount of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
- 4.1.6 The proposer shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified dollar value and scope of work listed on the DBE Participation Commitment Form. A signed quote or proposal from the DBE firm can be used in lieu of the written confirmation; however, the dollar amount and scope(s) in the quote/proposal, and the amount and scope reflected on the DBE Participation Commitment Form must match identically.

4.2 “DBE Information - Good Faith Efforts” (Form D-2)

To be a responsible and responsive proposer, the proposer must make good faith efforts to meet the goal. The proposer can meet this requirement in two ways. (i) the proposer can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the proposer can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the proposer did not meet or obtain enough DBE participation to meet the DBE goal, the proposer must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the proposer made adequate good faith efforts to meet the goal.

If the proposer has met the DBE goal based on the participation of DBEs listed on the proposer’s “DBE Participation Commitment Form,” it is at the proposer’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the proposer’s eligibility for award of the contract if the Authority determines that the proposer failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the proposer made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the proposer is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

For further guidance, refer to instructions on Exhibit E-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR Part 26 - “Guidance Concerning Good Faith Efforts,” and the DBE Section of the Authority’s Pre-Proposal Power Point.

4.3 “Bidders List” (Form D-3)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Proposers are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime proposer.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date.

FORM E: CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. **Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.**
2. **Covered Federal action, as used in this clause, means any of the following Federal actions:**
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. **Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.**
4. **Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.**
5. **Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or other were recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.**
6. **Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:**
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.

- b. A member of the uniformed services, as defined in the subsection 101(3), Title 37, United States Code.
 - c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
- 7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.**
- 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.**
- 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.**
- 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.**
- 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.**
- 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.**

B. PROHIBITIONS

1. **Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.**
2. **The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.**
3. **The prohibitions of the Act do not apply under the following conditions:**
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than

officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.
- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Consultants may relay without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of offeror) of
_____ that:
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer of employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Bidder, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20____

By _____
(Signature of authorized official)

(Title of authorized official)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING
ACTIVITIES**

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

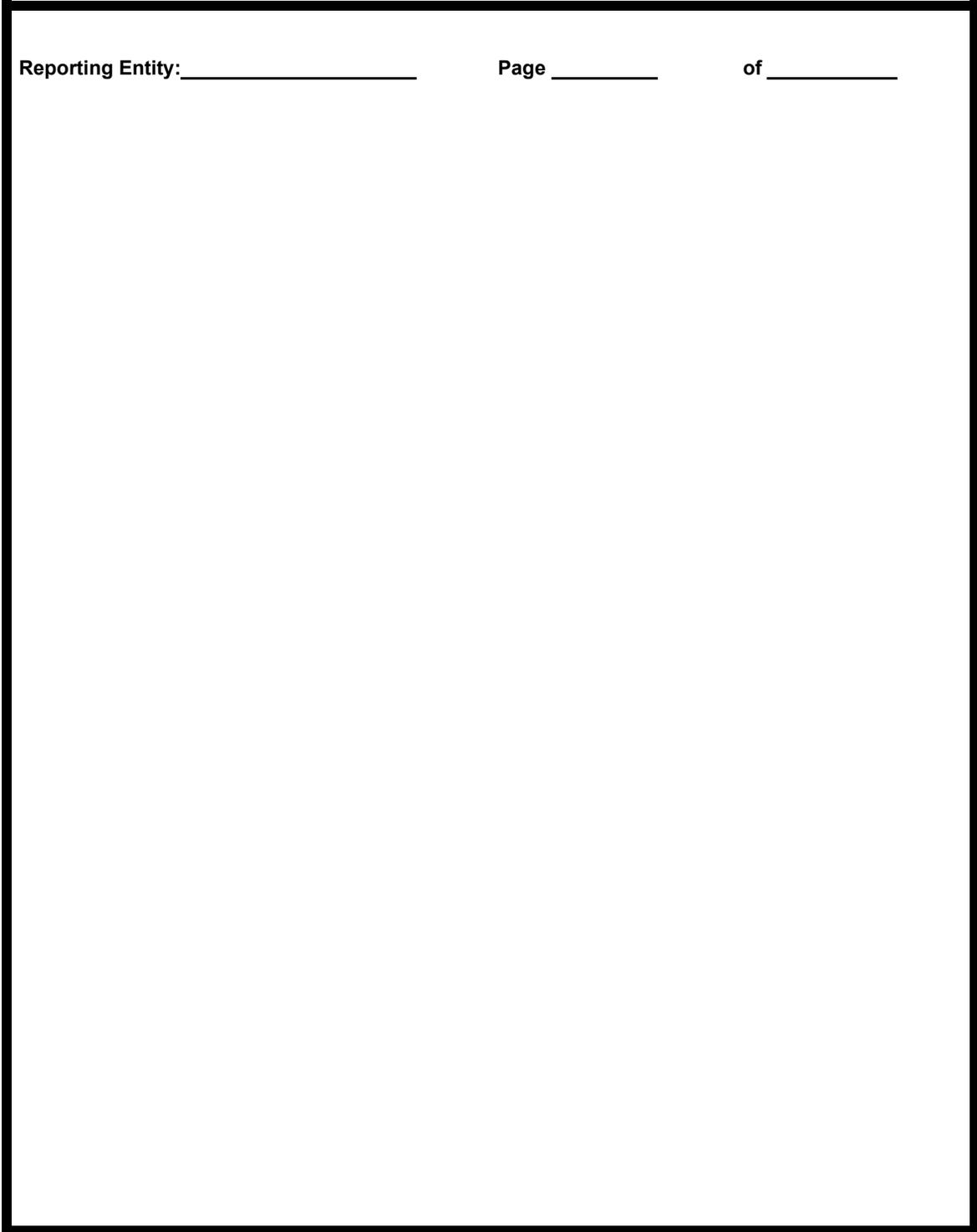
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

Approved by
OMB
003480045

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____



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FORM F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS FORM

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority' technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit B) and Proposed Agreement (Exhibit E). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the Proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No.: _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____ _____

FORM G: SURETY COMMITMENT LETTER

SURETY COMMITMENT LETTER

TO: Orange County Transportation Authority

We have reviewed the Proposal of _____
(Offeror)

(Address)

for the [RFP Title] for which Proposals will be received on: _____ (Proposal Due Date) and wish to advise that should this Proposal of the Offeror be accepted and the Contract awarded to, such Offeror, this company agrees to become the Surety and provide the Payment and Performance Bonds required by the Contract for both the Implementation and Operations and Maintenance Phases. Such Bonds will be in the amounts identified in the Price Proposal, and referenced in Agreement, Article 13, Bonds, with terms of the Bonds as also provided in that article.

We are duly authorized to do business in the State of California

Surety Company/Address:

(Authorized Signature)

ATTEST:

[Attach Power of Attorney]

(Corporate Seal, if any. If no seal, write "No Seal" across this place and sign.)

FORM H: INTELLECTUAL PROPERTY ESCROW AGREEMENT

FORM OF INTELLECTUAL PROPERTY ESCROW AGREEMENT

Account Number _____

This Intellectual Property Escrow Agreement (“Escrow Agreement”) is effective _____, 201_ among _____, a _____ corporation (“Escrow Agent”), _____, a _____ corporation (“Depositor”), and the Orange County Transportation Authority and, public entity of the State of California (“OCTA”) together referred to as (“Authority”), who collectively may be referred to in this Escrow Agreement as the parties (“Parties”).

A. Depositor and Authority have entered or will enter into an agreement for Back Office System and Customer Services Center Operations Services for the 405 Express Lanes in Orange County, California (the “AGREEMENT”). Unless the context otherwise requires, capitalized terms used in this Escrow Agreement have the meanings given in the AGREEMENT.

B. Under the AGREEMENT, Depositor has granted Authority licenses to use certain intellectual property, software and supporting materials, and Depositor will from time to time modify, add to, refine, substitute, revise, enhance, update, revise, upgrade and/or correct such software and supporting materials and will submit these updated software development documents on an ongoing basis as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such updates. An initial deposit shall be made by Depositor within 60 Calendar Days of the AGREEMENT’s Effective Date if requested by Authority. Additional deposits shall be made within 10 Calendar Days of Go-Live and BOS Acceptance. Depositor shall make deposits of the complete set of IP Materials current at the time of deposit at least semi-annually if no deposits provided above have occurred within the relevant preceding six-month period.

C. Depositor has agreed in the AGREEMENT to deposit into escrow with Escrow Agent the Intellectual Property and IP Materials including, without limitation, related documentation of Software required to be delivered as part of the AGREEMENT, including Software Source Code in ASCII format, on industry standard media and source code listings in human readable form of the Software as well as paper and electronic copies of the functional specifications and design specifications, code and documentation for tests used by Depositor to verify Software behavior, and user and technical documentation (all of which, together with modifications, additions, enhancements, updates, revisions, upgrades and corrections thereto and thereof, and all other supplementary deposits under Section 1.1 below, being collectively referred to in this Escrow Agreement as the “Software Source Code”).

D. Depositor and/or its Software suppliers desire to avoid disclosure and release of the Software Source Code except under certain limited circumstances.

E. The availability of the IP Materials (including without limitation Software Source Code) to Authority is critical to Authority’ business and, therefore, Authority need access to the IP Materials certain limited circumstances.

F. Depositor and Authority desire to establish an escrow with Escrow Agent to provide for the retention, administration and controlled access of the IP Materials.

G. Escrow Agent has consented to act as Escrow Agent and to receive and hold the current version and any future versions of the IP Materials.

H. The parties desire this Escrow Agreement to be supplementary to the AGREEMENT pursuant to 11 United States Bankruptcy Code, Section 365(n)(1)(B).

NOW, THEREFORE, Depositor and Authority hereby engage Escrow Agent to serve as Escrow Agent for the Intellectual Property and IP Materials, Escrow Agent hereby accepts such engagement, and

the Parties hereby agree to the establishment and administration of an escrow for the IP Materials, on the following terms and conditions.

SOURCE CODE ESCROW AGREEMENT

SECTION 1. DEPOSITS

1.1. Obligation to Make Deposits.

(a) Immediately upon execution of this Escrow Agreement, Depositor shall deposit IP Materials that consist of Pre-Existing Contractor Intellectual Property and Third Party Intellectual Property to be used in connection with the Toll Services with Escrow Agent.

(b) Depositor will submit updated Software development documents on an ongoing basis as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such updates. Notwithstanding the foregoing, additional deposits shall be made within 10 Calendar Days of Go-Live and BOS Acceptance. Depositor shall make deposits of the complete set of IP Materials current at the time of deposit at least semi-annually if no deposits provided above have occurred within the relevant preceding six-month period.

(c) If during any calendar month after the date a Notice of BOS Acceptance is issued by Authority, Depositor completes and installs in or for the BOS Work any modification, addition, Enhancement, Update, revision, Upgrade or correction of or to any of the escrowed Software Source Code, it shall deposit with Escrow Agent, as soon as reasonably practicable and in no event more than 30 Calendar Days from the date of such updates, each such modification, addition, Enhancement, Update, revision, Upgrade and correction, and a modified Attachment A identifying the same. Similarly, if Depositor identifies any additional Intellectual Property or IP Materials to be deposited pursuant to Article 26 of the AGREEMENT, it shall deposit same with Escrow Agent, along with a modified Attachment A identifying the same as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such identification.

(d) Each deposit under subsection (d) above shall be added to the existing deposit. Each deposit under subsections (b) or (c) above shall be listed on a modified Attachment A and Depositor shall sign each modified Attachment A. Attachment A and each modified Attachment A shall be held and maintained separately within the escrow account. Escrow Agent shall create an independent record which documents the activity for Attachment A and each modified Attachment A. The processing of all deposits under this Section 1.1 shall be in accordance with Sections 1.2 through 1.6 below.

(e) Notwithstanding any other provision of this Escrow Agreement, Depositor shall have no obligation to deposit with the Escrow Agent any Software Source Code for Off-the-Shelf Software, subject however, to the provisions of Article 26 of the AGREEMENT.

1.2. Identification of Tangible Media. Prior to each delivery of the IP Materials to Escrow Agent, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Intellectual Property are written or stored. Additionally, with each delivery Depositor shall complete Attachment A to this Escrow Agreement or a modified Attachment A by listing each such tangible media by the item label description, the type of media and the quantity, and the identity of the owner of the Intellectual Property (whether Depositor or a Software Supplier). Depositor shall sign each Attachment A or modified Attachment A and deliver it to Escrow Agent with the IP Materials. Such signature shall constitute Depositor's representation and warranty that Attachment A is true, accurate and complete. Unless and until Depositor makes the initial deposit with Escrow Agent, Escrow Agent shall have no obligation with respect to this Escrow Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3. Deposit Inspection. Within three Business Days after Escrow Agent receives IP Materials and Attachment A or a modified Attachment A, Escrow Agent shall conduct a deposit inspection by visually matching the labeling of the tangible media containing the Source Code to the item descriptions and quantity listed on Attachment A or modified Attachment A. In addition to the deposit inspection, Authority may elect to cause a verification of the IP Materials at any time in accordance with Section 1.6 below.

1.4. Acceptance of Deposit. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Attachment A or the modified Attachment A, Escrow Agent shall date and sign Attachment A or the modified Attachment A and mail a copy thereof to Depositor and Authority. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling does not match the item descriptions or quantity on Attachment A or the modified Attachment A, Escrow Agent shall (a) note the discrepancies in writing on Attachment A or the modified Attachment A; (b) date and sign Attachment A or the modified Attachment A with the exceptions noted; and (c) mail a copy of Attachment A or the modified Attachment A to Depositor and Authority. Escrow Agent's acceptance of the deposit occurs upon the signing of Attachment A or the modified Attachment A by Escrow Agent. Delivery of the signed Attachment A or the modified Attachment A to Authority is Authority's notice that the Software Source Code have been received and accepted by Escrow Agent.

1.5. Depositor's Representations. Depositor represents and warrants to Authority as follows:

(a) Depositor lawfully possesses all of the IP Materials and the Intellectual Property contained therein as deposited with Escrow Agent;

(b) With respect to all of the IP Materials and the Intellectual Property contained therein, Depositor has the right and authority to grant to Escrow Agent and Authority the rights as provided in this Escrow Agreement;

(c) The IP Materials and the Intellectual Property contained therein are not subject to any lien or other encumbrance;

(d) The IP Materials and the Intellectual Property contained therein consist of the proprietary technology and other materials identified either in the AGREEMENT or Attachment A, as applicable; and

(e) The IP Materials are readable and useable in their current form or, if any portion of the IP Materials and the Intellectual Property contained therein is encrypted, the decryption tools and decryption keys have also been deposited.

1.6. Verification. Authority may, at Authority's expense, cause a verification of any IP Materials. Authority shall notify Depositor and Escrow Agent of Authority's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the IP Materials. If a verification is elected after the IP Materials have been delivered to Escrow Agent, then only Escrow Agent, or at Escrow Agent's or Authority's election an independent person or company selected and supervised by Escrow Agent or Authority, may perform the verification. If Authority elects to have an independent person or company perform the verifications, its election and selection shall prevail over any such election by Escrow Agent. The verification shall be conducted in accordance with the verification procedures specified in the completed form of Attachment A accompanying Depositor's deposit of the relevant IP Materials with Escrow Agent. Such verification shall determine the relevance, completeness, currency, accuracy and functionality of the IP Materials and the Intellectual Property contained therein and, specifically as to Software Source Code, whether the deposit is complete. If Escrow Agent or a person or company it selects performs the verification, Escrow Agent shall deliver to Authority a written report detailing the verification not later than 30 days after Authority delivers Notice requesting such verification. Any verification shall take place either at Escrow Agent's location or an agreed upon location during Escrow Agent's regular business hours. If Authority elect to have an independent person or company perform the verification, then such entity shall adhere to the

confidentiality requirements of the AGREEMENT. If Escrow Agent or the independent person performing the verification determine that the verification procedures specified in the completed Attachment A are insufficient to enable verification of the relevant IP Materials and the Intellectual Property contained therein, then upon the request of Escrow Holder or Authority, Depositor shall cooperate in good faith to supplement and/or modify the verification procedures as necessary and appropriate to facilitate such verification.

1.7. Removal of IP Materials. The IP Materials and the Intellectual Property contained therein may be removed and/or exchanged only on written instructions signed by both the Depositor and Authority, or as otherwise provided in this Escrow Agreement.

1.8. Inspection. Authority and Depositor shall be entitled, during normal business hours, to inspect, under the supervision of an officer of Escrow Agent and at Escrow Agent's facilities, the physical and technical status and condition of the IP Materials and the Intellectual Property contained therein. The party undertaking the inspection shall provide Notice of the pending inspection to the other party, five Business Days prior to the scheduled date of the inspection. The party receiving the notice shall have the right to be present at the inspection, but such presence is not a condition precedent to the inspecting party's right to proceed with inspection.

SECTION 2. CONFIDENTIALITY AND RECORD KEEPING

2.1. Confidentiality. Escrow Agent shall maintain the IP Materials and the Intellectual Property contained therein in a secure, environmentally safe, fireproofed vault or locked facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Intellectual Property. Except as provided in this Escrow Agreement, Escrow Agent shall not disclose, transfer, make available or use the Intellectual Property or any IP Materials. Escrow Agent shall not disclose the content of this Escrow Agreement to any third party. If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the IP Materials and the Intellectual Property contained therein, Escrow Agent shall immediately notify the other Parties unless prohibited by law. It shall be the responsibility of Depositor and/or Authority to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent shall not be required to disobey any order from a court or other judicial tribunal. (See Section 7.5 below for notices of requested orders.)

2.2. Status Reports. Escrow Agent shall issue to Depositor and Authority a report profiling the account history at least semi-annually. Escrow Agent may provide copies of the account history pertaining to this Escrow Agreement upon the request of any other Party.

2.3. Audit Rights. During the term of this Escrow Agreement, Depositor and Authority may each inspect the written records of Escrow Agent pertaining to this Escrow Agreement. Any inspection shall be held during normal business hours and following reasonable prior Notice.

SECTION 3. TITLE TO IP MATERIALS

3.1 Title to IP Materials. Title to the IP Materials which embody Intellectual Property is vested in Authority pursuant to Article 25 of the AGREEMENT, but is subject to the provisions of this Escrow Agreement on access to and release of such IP Materials.

3.2 Disclaimer. Escrow Agent hereby disclaims and relinquishes any title to or ownership of Software Source Code deposited with Escrow Agent under this Escrow Agreement.

SECTION 4. RELEASE OF DEPOSIT

4.1. Release Conditions. As used in this Escrow Agreement, "Release Condition" shall mean any of the following:

- (a) The AGREEMENT is terminated for any reason including expiration of the Term;
- (b) A voluntary or involuntary bankruptcy or insolvency of CONTRACTOR occurs;
- (c) CONTRACTOR is dissolved or liquidated;
- (d) CONTRACTOR or any third party, (a) fails or ceases to provide services as necessary to permit continued use of any such Intellectual Property or (b) otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying, maintaining and servicing the IP Materials pursuant to a license or any sublicense thereof.

4.2. Filing For Release. If Authority believes in good faith that a Release Condition has occurred, Authority may provide to Escrow Agent Notice of the occurrence of the Release Condition and a request for the release of the IP Materials and incorporated Intellectual Property. If the Release Condition pertains only to an owner of Third Party Intellectual Property, Authority' Notice shall so indicate. Immediately upon receipt of such Notice, Escrow Agent shall provide a copy of the Notice to Depositor by commercial express mail.

4.3. Contrary Instructions. From the date Escrow Agent mails the Notice requesting release of the IP Materials and incorporated Intellectual Property, Depositor shall have ten days to deliver to Escrow Agent contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that (a) the person signing for Depositor is an authorized officer or authorized delegate of Depositor and (b) a Release Condition has not occurred or has been cured. Immediately upon receipt of Contrary Instructions within such ten day period, Escrow Agent shall send a copy to Authority by commercial express mail. Additionally, Escrow Agent shall provide Notice to Depositor and Authority that there is a dispute to be resolved pursuant to Section 7.3 of this Escrow Agreement. Subject to Section 5.2 of this Escrow Agreement, Escrow Agent shall continue to store the IP Materials and Intellectual Property without release pending (i) instructions from Depositor and Authority; (ii) dispute resolution pursuant to Section 7.3; or (iii) order of a court. Contrary Instructions received after such ten day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Escrow Agent.

4.4. Release of Deposit.

(a) If Escrow Agent does not receive Contrary Instructions from the Depositor within such ten day period, Escrow Agent is authorized to, and shall, immediately release the IP Materials and incorporated Intellectual Property to Authority. If the Release Condition pertains only to an owner of Third Party Intellectual Property, then Escrow Agent shall only release the IP Materials that (a) are identified on Attachment A as owned by such owner of Third Party Intellectual Property or (b) lacks identification of ownership on Attachment A. Any copying expense will be chargeable to Depositor. This Escrow Agreement shall terminate upon the release of all the IP Materials and incorporated Intellectual Property held by Escrow Agent.

(b) Escrow Agent shall promptly release all or any part of the IP Materials and incorporated Intellectual Property at any time and from time to time upon receipt of Notice signed by both Depositor and Authority.

(c) Escrow Agent shall also release the IP Materials and incorporated Intellectual Property to Authority at any time as directed or ordered by an arbitration award, by a final judgment of a court of competent jurisdiction, or by other final dispute resolution pursuant to Section 7.3; provided that

Authority provide to Escrow Agent a written opinion of counsel for Authority to the effect that such award, judgment or resolution is final and not appealable. In such event, Escrow Agent shall proceed with release in accordance with the award, judgment or resolution and may rely on such legal opinion.

4.5. Right to Use Following Release. Upon release of the IP Materials in accordance with this Section 4, Authority shall have the right and license to use the released Intellectual Property as provided in the AGREEMENT. Authority shall be obligated to maintain the confidentiality of the released Intellectual Property as provided in the AGREEMENT.

SECTION 5. TERM AND TERMINATION

5.1. Term of Escrow Agreement. The term of this Escrow Agreement shall continue in effect unless and until this Escrow Agreement is terminated in accordance with the terms of this Section 5. This Escrow Agreement shall be terminated in the event (a) Depositor and Authority jointly instruct Escrow Agent in writing that the Escrow Agreement is terminated; or (b) Escrow Agent provides Notice to Depositor and Authority that the Escrow Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the IP Materials and incorporated Intellectual Property are subject to another escrow agreement with Escrow Agent, Escrow Agent reserves the right, after the initial one year term, to adjust the anniversary date of this Escrow Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2. Termination for Nonpayment. In the event fees owed to Escrow Agent are not paid when due, Escrow Agent shall provide Notice of delinquency to all Parties. Any Party shall have the right to make the payment to Escrow Agent to cure the default. If the past due payment is not received in full by Escrow Agent within one month of the date of such Notice, then Escrow Agent shall have the right to terminate this Escrow Agreement at any time thereafter by sending Notice of termination to all Parties. Escrow Agent shall have no obligation to take any action under this Escrow Agreement so long as any undisputed payment due to Escrow Agent remains unpaid and delinquent, except action to hold and safeguard the IP Materials and transfer or dispose of the IP Materials following termination as provided in this Section 5.

5.3. Termination by Resignation. Escrow Agent may terminate this Escrow Agreement, for any reason, by providing Depositor and Authority with 90-days' Notice of its intent to terminate this Escrow Agreement. Within the 90-day period, the Depositor and Authority shall use diligent efforts to enter into a substantially similar agreement with another entity willing and able to perform the functions of Escrow Agent under this Escrow Agreement and shall provide Escrow Agent with Notice including instructions authorizing Escrow Agent to forward the IP Materials and incorporated Intellectual Property to another escrow company and/or agent or other designated recipient. Escrow Agent shall transfer and dispose of the IP Materials in accordance with any such Notice. If Escrow Agent does not receive said Notice within 90 days of the date of Escrow Agent's termination Notice, then Escrow Agent shall have no obligation to take any action under this Escrow Agreement, except action to hold and safeguard the Intellectual Property and transfer or dispose of IP Materials following termination as provided in this Section 5.

5.4. Disposition of IP Materials Upon Termination. Upon termination of this Escrow Agreement, Escrow Agent shall destroy, return, or otherwise deliver the IP Materials in accordance with Depositor's and Authority' Notice. If there is no such Notice, Escrow Agent may, commence legal action interpleading Depositor and Authority, deposit the IP Materials with the court in such action and otherwise handle and dispose of the IP Materials in accordance with court order. In no event shall Escrow Agent have the right to destroy the IP Materials or return them to Depositor absent written instructions to such effect or final order of a court of competent jurisdiction.

5.5. Survival of Terms Following Termination. Upon termination of this Escrow Agreement, the following provisions of this Escrow Agreement shall survive:

- (a) Depositor's representations and warranties (Section 1.5);

- (b) The obligations of safekeeping and confidentiality with respect to the IP Materials and incorporated Intellectual Property set forth in Section 2.1;
- (c) The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the IP Materials has occurred prior to termination;
- (d) The obligation to pay Escrow Agent any fees and expenses due;
- (e) The obligations of Escrow Agent under Section 5.4;
- (f) The provisions of Section 7;
- (g) Any provisions in this Escrow Agreement which specifically state they survive the termination of this Escrow Agreement; and
- (h) All other provisions which by their inherent character or express terms should survive termination of this Escrow Agreement, the expiration of the AGREEMENT.

SECTION 6. IP ESCROW AGENT'S FEES

6.1. Fee Payment and Schedule Escrow Agent is entitled to be paid its standard fees and expenses applicable to the services provided, which shall be the responsibility of Depositor. Escrow Agent shall notify Authority at least 60 days prior to any increase in fees. For any service not listed on Escrow Agent's standard fee schedule, Escrow Agent shall provide a quote prior to rendering the service, if requested.

6.2. Payment Terms. Fees are due 30 days after receipt of an invoice from Escrow Agent detailing the services performed and setting forth fees therefor consistent with the then applicable fee schedule. Escrow Agent may deliver invoices not more frequently than monthly. Except for action to hold and safeguard the Intellectual Property and transfer or dispose of the IP Materials following termination as provided in this Section 6, Escrow Agent shall not be required to perform any service whenever any undisputed outstanding balance owed to Escrow Agent is not paid when due.

SECTION 7. LIABILITY AND DISPUTES

7.1. Right to Rely on Instructions. Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine. Except with respect to a Contrary Instruction that is not timely delivered or lacks the representation set forth in Section 4.3(a), Escrow Agent may assume that any employee of a party to this Escrow Agreement who gives any Notice, request, or instruction has the authority to do so. Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any Notice, request or instruction. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

7.2. Indemnification. Depositor and Authority each agree to indemnify, defend and hold harmless Escrow Agent from any and all Claims and Losses in connection with this escrow arrangement except to the extent such Liabilities were caused by the negligence or willful misconduct of Escrow Agent or its breach of this Escrow Agreement.

7.3. Dispute Resolution. Any dispute, controversy, claim or difference arising out of, or in connection with, or resulting from this Escrow Agreement, its application or interpretation, a breach thereof, or a Contrary Instruction issued hereunder, which cannot be settled amicably by the Parties, shall be subject to resolution in accordance with the dispute resolution provisions of the AGREEMENT. Escrow Agent agrees to be bound by any such final resolution. Notwithstanding the foregoing, any suit in interpleader brought

by Escrow Agent under Section 5.4 shall not be by arbitration and may be brought by Escrow Agent in any court having jurisdiction.

7.4. Controlling Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of California, without regard to conflict of law principles. The venue of any court, judicial or referee proceeding under this AGREEMENT shall be in Orange County, California, unless changed by the judicial officer.

7.5. Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct Escrow Agent to take, or refrain from taking, any action, that Party shall:

- (a) Give Escrow Agent at least two Business Days' prior Notice of the hearing; and
- (b) Ensure that Escrow Agent not be required to deliver the original (as opposed to a copy) of the IP Materials if Escrow Agent may need to retain the original in its possession to fulfill any of its other duties under this Escrow Agreement.

SECTION 8. GENERAL PROVISIONS

8.1. Escrow Agent Representation. Escrow Agent represents and warrants to Authority and Depositor that (a) to the best knowledge of Escrow Agent neither it nor any of its personnel has been the subject of any investigation or been convicted or indicted for commission of any crime involving misconduct, corruption, bribery or fraud in connection with any public contract in the State of California, or any other jurisdiction, except as has been specifically disclosed in writing to Authority and Depositor, and (b) should any such conviction or indictment be obtained or any such investigation commenced prior to the expiration of the term hereof, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, Escrow Agent will immediately disclose it in writing to Authority and Depositor.

8.2. Entire Escrow Agreement. This Escrow Agreement (including all Exhibits to this Escrow Agreement) contain the entire understanding of the parties with respect to the subject matter of this Escrow Agreement and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to their subject matter. Escrow Agent is not a party to the AGREEMENT between Depositor and Authority and has no knowledge of any of the terms or provisions of the AGREEMENT. Escrow Agent's only obligations to Depositor or Authority are as set forth in this Escrow Agreement. No amendment or modification of this Escrow Agreement shall be valid or binding unless signed by all the parties, except that Attachment A need not be signed by Authority and Attachment B need not be signed.

8.3. Notices. All notices, invoices, payments, deposits and other documents and communications under this Escrow Agreement shall be sent as provided in Article 11 of the AGREEMENT and given to the parties at the addresses specified in the attached Attachment B. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties.

8.4. Severability. In the event any provision of this Escrow Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Escrow Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Escrow Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.5. Successors. This Escrow Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, Escrow Agent shall have no right to assign this Escrow

Agreement or delegate its duties hereunder without the prior written consent of Depositor and Authority; and Escrow Agent shall have no obligation in performing this Escrow Agreement to recognize any successor or assign of Depositor or Authority unless Escrow Agent receives unambiguous and authoritative written evidence of the change of Parties.

8.6. Regulations. Depositor and Authority are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Intellectual Property may be delivered in accordance with the provisions of this Escrow Agreement.

8.7. Liability. No member, officer, or employee of Authority, Depositor or Escrow Agent shall be liable personally hereunder or by reason hereof.

8.8. Counterparts. This Escrow Agreement may be executed in any number of counterparts and by the different parties on different counterparts, each of which, when executed, shall be deemed an original, but all of which, taken together, shall constitute one and the same Escrow Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Source Code Escrow Agreement as of the date first written above.

OCTA

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____

DEPOSITOR:

By: _____
Name:
Title:

IP ESCROW AGENT:

By: _____
Name:
Title:

ATTACHMENT A

DESCRIPTION OF ESCROWED MATERIAL

Depositor Company Name: _____

Account Number _____

Product name _____ Version _____
(Product Name will appear as the Exhibit 1 Name on Account History report)

Owner of Product _____
(Name, address, tel. no., e-mail address)

SOURCE CODE DESCRIPTION:

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

PRODUCT DESCRIPTION:

Environment _____

SOURCE CODE INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

SOURCE CODE VERIFICATION PROCEDURES:

[Insert in space below or provide as separate attachment]

Other required information _____

I certify for **Depositor** that the above described **Escrow Agent** has inspected and accepted IP Materials have been transmitted to _____ the above materials (any exceptions are noted above):

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Date: _____ Date Accepted: _____

Attachment A#: _____

Send materials to: IP Escrow Agent, _____ () _____

ATTACHMENT B

DESIGNATED CONTACT

Account Number _____
Notices, deposit material returns and
communications to Depositor should be
addressed to:

Invoices to Depositor pursuant to Section 4.4(a)
should be addressed to:

Company Name: _____

Address: _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____ Email: _____

Verification Contact: _____

Notices and communications to the Authority
should be addressed to each agency as follows:

Company Name: Orange County Transportation
Authority

Address _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

Requests from Depositor and/or Orange County Transportation Authority to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor and/or Orange County Transportation Authority.

Contracts, IP Materials and Intellectual Property, notices, invoice inquiries and fee remittances to IP Escrow Agent should be addressed to:

_____ Date: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

FORM I: PERFORMANCE BOND

**FORM OF IMPLEMENTATION PHASE
PERFORMANCE BOND**

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”), a public entity of the State of California, has awarded _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “Agreement”);

AND WHEREAS, the AGREEMENT was awarded by AUTHORITY on _____ to provide the Work in accordance with the terms of the AGREEMENT, as therein specified;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the amount of _____ Dollars (\$_____) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and Work under the AGREEMENT, including any and all amendments, supplements, and alterations made to the AGREEMENT as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless AUTHORITY and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.
4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the AGREEMENT with respect to the Work required to complete the Implementation Phase, including its liability for Liquidated Damages and warranties as specified in the AGREEMENT, but not to exceed the Bonded Sum. Completion of the Implementation Phase, as used herein, means achievement of Go-Live of Implementation Phase.

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to completion of the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the Work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by AUTHORITY to be, in default under the AGREEMENT, provided that AUTHORITY is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly, at AUTHORITY' election:

(a) remedy such default, or

(b) complete the Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT, or

(c) select a contractor or contractors to complete all Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT then in effect, using a contractor or contractors approved by AUTHORITY (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the Work for and on behalf of the Surety without AUTHORITY' express written consent, in its sole discretion), arrange for a contract meeting the requirements of the AGREEMENT between such contractor or contractors and AUTHORITY, and make available as Work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the AGREEMENT Price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the Bonded Sum.

(d) Shall pay Authority for the Work in an amount not exceeding the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the AUTHORITY to Surety demanding that Surety perform its obligations under this Bond, and AUTHORITY shall be entitled to enforce any remedy available to AUTHORITY.

9. The guarantees contained in this Bond shall survive completion of the Implementation Phase with respect to those obligations of Principal which survive Final Acceptance of Implementation Phase.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

By: _____

Name:

Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

FORM J: PAYMENT BOND

**FORM OF IMPLEMENTATION PHASE
PAYMENT BOND**

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”), a public entity of the State of California, has awarded to _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “AGREEMENT”);

AND WHEREAS, AGREEMENT was awarded by AUTHORITY on _____ to provide the Work, as specified and in accordance with the terms of the AGREEMENT;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the sum of _____ Dollars (\$ _____) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.

2. If Principal, its Subcontractors, hires, successors, executors, administrators or assigns shall fail to pay:

(a) any of the persons named in Civil Code section 40500 involved in performance of the Work for the Implementation Phase as provided for under the AGREEMENT;

(b) any amounts due under the Unemployment Insurance Code with respect to the Work for the Implementation Phase;

(c) any amounts required to be deducted, withheld and paid over to 1302 Franchise Tax Board from the wages of employees of the Principal and its Subcontractor pursuant to Revenue and Taxation Code Section 18662 et seq. with respect to such labor; or

(d) anyone required to be paid by law

then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void; otherwise it shall remain in full force and effect. In

case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.

3. This Bond shall inure to the benefit of any of the persons named in Civil Code Section 40500 or anyone required to be paid by law under the AGREEMENT so as to give a right of action to such persons or their assigns in any suit brought upon this Bond.

4. This Bond covers all of Principal's payment obligations under the AGREEMENT for the Work for the Implementation Phase, as set forth in the AGREEMENT

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it hereby waives notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

7. This bond shall inure to the benefit of the persons named in Civil Code section 40500 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

_____.

By: _____
Name:
Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished and a Power of Attorney attached.]

FORM K: OPERATIONS AND MAINTENANCE BOND

FORM OF OPERATIONS AND MAINTENANCE PERFORMANCE BOND

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”), a public entity of the State of California, has awarded _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “AGREEMENT”);

AND WHEREAS, the AGREEMENT was awarded by AUTHORITY on _____ to provide the Work in accordance with the terms of the AGREEMENT, as therein specified;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the amount of _____ Dollars (\$_____) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and Work under the AGREEMENT, including any and all amendments, supplements, and alterations made to the AGREEMENT as therein provided, on Principal’s part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless AUTHORITY and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney’s fee to be fixed by the court.
4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the AGREEMENT with respect to the Work required to complete the Implementation Phase, including its liability for Liquidated Damages and warranties as specified in the AGREEMENT, but not to exceed the Bonded Sum.

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to completion of the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the Work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by AUTHORITY to be, in default under the AGREEMENT, provided that AUTHORITY is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly:

(a) remedy such default, or

(b) complete the Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the AGREEMENT then in effect, using a contractor or contractors approved by AUTHORITY (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the Work for and on behalf of the Surety without AUTHORITY' express written consent, in its sole discretion), arrange for a contract meeting the requirements of the AGREEMENT between such contractor or contractors and AUTHORITY, and make available as Work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the AGREEMENT Price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the AUTHORITY to Surety demanding that Surety perform its obligations under this Bond, and AUTHORITY shall be entitled to enforce any remedy available to AUTHORITY.

9. The guarantees contained in this Bond shall survive completion of the Implementation Phase with respect to those obligations of Principal which survive Final Acceptance of Implementation Phase.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All

correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

By: _____

Name:

Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

FORM L: IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code Sections 2200, *et seq.*)

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits bidders who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars (\$1,000,000) or more. At the time of submitting a bid, each bidder must certify that the bidder is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each bidder is also required to certify that the bidder is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A bidder who is engaged in investment activities in the energy sector of Iran is defined as:

1. A person providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A person that is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to PCC Section 2203(b).

A bidder is not required to certify that it is engaged in investment activities in the energy sector of Iran if the bidder is exempt from the certification under PCC Section 2203(c) or (d). If the bidder is exempt from the certification requirement, the bidder will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the bidder shall complete **one** of the options below. Please note: under PCC Section 2205, false certification of this form may result in civil penalties of \$250,000 or twice the amount of the contract for which false certification was made, termination of the contract, and/or ineligibility to bid on contracts for a period of three years.

Option #1: Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below, and any subcontractor who will perform work or labor or render services to the vendor identified below, is not on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran, and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #2: Exemption

Pursuant to PCC Section 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the bidder, financial institution, or any subcontractor who will perform work or labor or render services to the bidder has obtained an exemption from the certification requirement, please complete and sign below and attach the documentation demonstrating the exemption approval.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #3: Non-Applicability

Pursuant to PCC Section 2203(b), a bidder or financial institution engaged in investment activities in Iran may not be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the contract is not for goods or services of one million dollars (\$1,000,000) or more, please sign below indicating that the contract is not for goods or services of one million dollars (\$1,000,000) or more and thus bidder is not required to certify and does not meet the exemption.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date:

(This form is required from the Prime only.)

**FORM M: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Offeror agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Offeror’s proposal that the Offeror has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Offeror of the request. The Offeror shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Offeror shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Offeror shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Offeror’s Proposal marked or designated as described above, and withheld by Authority. If the Offeror fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Offeror agrees that Authority shall release and disclose Offeror records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Offeror proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Offeror has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Offeror waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Offeror has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

FORM N: OFFEROR RECENT CLIENT LIST

FORM O: REFERENCE FORMS

Reference Forms O-1

Form O-1 Part 1
BOS Implementation and Maintenance

Offeror shall use this attachment to clearly demonstrate how Offeror or Subcontractor (as applicable) meets the ~~minimum~~ qualification requirements for Proposals with regard to Offeror or Subcontractor (as applicable) project experience. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for the Implementation and Maintenance Phase minimum qualifications. **References must be from a third party agency or company for whom Offeror or Subcontractor (as applicable) has performed similar services.**

Offeror Name: _____

Subcontractor Name (if applicable): _____

Please check off which qualifications requirement this reference is intended to address (you may check more than one box to cover multiple requirements as long as the explanation below is sufficiently detailed).



Implementation



Maintenance

Reference Company/Agency Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Project Manager Reference:		
E-mail:		
Alternate Reference*:		
Phone Number:	Fax Number:	
E-mail:		
Alternate Reference Role on Reference Project:		
*Must be completed in addition to the Project Manager reference		

Offeror's or Subcontractor's (as applicable) role on project and years of participation (mm/dd/yy to mm/dd/yy):

Project location, scope, cost, start / end dates:

Description of project functions and operations including size:

Relevant hardware, software and systems used:

Comparison to the Authority requirements:

Installed System or Maintenance documented performance, as applicable:

Form O-1 Part 2
Operations

Offeror shall use this attachment to clearly demonstrate how Offeror or Subcontractor (as applicable) meets the ~~minimum~~ qualification requirements for proposals with regard to Offeror or Subcontractor (as applicable) project experience in Operations. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for minimum qualifications. **References must be from a third party agency or company for whom Offeror or Subcontractor (as applicable) has performed services.**

Offeror's Name: _____

Subcontractor Name (if applicable): _____

Reference Company/Agency Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Project Manager Reference:	
E-mail:	
Alternate Reference*:	
Phone Number:	Fax Number:
E-mail:	
Alternate Reference Role on Reference Project:	
*Must be completed in addition to the Project Manager reference	
Offeror's <u>or Subcontractor's (as applicable)</u> role on project and years of participation (mm/dd/yy to mm/dd/yy):	

Project location, scope, cost, start / end dates:
Description of project functions and operations performed, including size:
Relevant hardware, software and systems used:
Comparison to Authority' requirements:
Operations documented performance:

Reference Forms O-2

Form O-2
Key Team Personnel

Offeror shall use this form to clearly show how Offeror meets the requirements set forth in the RFP for Key Team Personnel members. References must be provided from an outside agency or company and shall not be an internal Offeror reference. Each reference provided may be contacted to determine the respondent's ability to meet the Proposal requirements. Copy this form as needed to comply with the requirements of the RFP and the number of references cited. ***References must be from a third party agency or company for whom Key Team Personnel has performed similar services.***

Offeror Name _____
Key Team Personnel Member _____

Proposed Position _____

Reference Company Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Project Manager:		
E-mail:		
Number of total years' experience of Key Team Personnel member in similar role to one proposed for the Authority:		
Reference Project:		
Key Team Personnel member role on reference project, including dates of participation and job description:		
Description of reference project location, scope, cost, start / end dates, etc.:		
Operational functionality and size of operations (accounts, transactions; notices...)		
Key Team Personnel member's major contributions and highlights:		
Key Team Personnel involved and role who are also proposed on the Authority project:		

FORM P: LIST OF SUBCONTRACTORS

List of Subcontractors

Offeror Name:

Please duplicate this page as necessary to provide the requested information.

	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR
Legal Name of Company			
Company Contact Name			
Company Address			
City, State, Zip Code			
Company Telephone No.			
Company Fax Number			
Company E-mail address			
Legal Name of Principal(s)			
Address of Principal(s)			
City, State, Zip Code			
Telephone No. of Principal(s)			
Fax Number of Principal(s)			
E-mail address of Principal(s)			
Corporate Number (if applicable)			
License Number (if applicable)			
Status of License (if applicable)			
Work to be Performed			
Committed Dollar Amount of Total Work			
Committed Percentage of Total Work			

By: _____
President or Vice President

Signature: (1) _____

Attest: _____
Secretary (or Assistant Secretary)

Signature: (2) _____

(Affix Corporate Seal)

FORM Q: CONFORMANCE MATRIX

Exhibit B

Scope of Services

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FIGURES

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1. INTRODUCTION

The Orange County Transportation Authority (“OCTA” or “Authority”) currently operates the Orange County portion of the Express Lanes on SR 91. The I-405 Express Lanes Back Office System (BOS) and Customer Service Center (CSC) Operations Project (Project) is for the implementation, operations and Maintenance of a new BOS and CSC Operations to support the I-405 Express Lanes, which are scheduled to open to traffic in 2023. This Scope of Work includes the Project’s technical requirements to be performed by the toll systems integrator and customer service operations provider (Contractor).

Kapsch TrafficCom USA (“Kapsch”) is separately contracted but serves as the Electronic Toll and Traffic Management (ETTM) System Contractor for the I-405 Express Lanes. The ETTM System will provide fully formed Transponder and Image-Based Trips to the BOS. Substantial testing and both technical and operational coordination will be required throughout the Term of the Agreement.

A new I-405 CSC and WIC Facility, provided by the Authority, near the I-405 corridor will serve as the main Facility for the Contractor’s direct customer service staff and CSC Operations and will house other OCTA contractors as well. A separate walk-in-center (WIC) supporting both the 91 and I-405 Facilities is located at the existing OCTA Store WIC, which is adjacent to the OCTA offices in the City of Orange and will be staffed by OCTA employees using desktop computers and peripherals provided by OCTA. However, the Contractor will support the initial setup, security, Interface and ongoing Maintenance of the I-405 BOS application on these desktop computers as required.

The Authority will not provide data center space for the I-405 BOS and the Contractor is required to provide a hosted or cloud-based implementation in accordance with the Requirements.

All definitions and acronyms for this Scope of Work and Requirements are included as Exhibit A.

The Requirements are numbered to track Contractual obligations and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and required database fields. The intent of these “including but not limited to” lists is to indicate the intent and scope of the Requirement. During design the naming and number of items and fields will vary; however, all items and fields shall be addressed by the BOS unless the Contractor is formally relieved of the Requirement by the Authority.

1.1. Project Timing

Related tolling projects and timing include:

- OCTA has selected OC 405 Partners to design and build the I-405 Improvement Project, which includes the I-405 Express Lanes. The Project is expected to be open to traffic in 2023.
- OCTA has selected Kapsch to provide the I-405 ETTM System. Kapsch and OC 405 Partners will coordinate the installation and testing of the ETTM prior to the beginning of revenue collection.
- Approximately 120 days prior to the anticipated Go-Live and I-405 revenue operations commencement, the Contractor will receive Notice to Proceed for Ramp-up/Customer Services, and the Contractor must reach several milestones thirty (30) Calendar Days thereafter as detailed in the Requirements, including the provision of portions of the BOS and

the Self-Service Website for account creation, ordering of transponders and customer communications.

- At the Authority’s direction, transponders will be mailed approximately one (1) month prior to anticipated Go-Live and I-405 revenue operations commencement and the Contractor shall be responsible for processing Interoperable transactions and handling other CTOC agency inquiries from that point forward.
- Providing Notice to Proceed for Ramp-up/Customer Services also allows the Contractor guidance on the anticipated Go-Live date for the purposes of mobilizing for CSC Operations and mobilizing within the new CSC Facility.

1.2. I-405 Express Lanes

OCTA in cooperation with the California Department of Transportation (Caltrans) is widening the San Diego Freeway (I-405) between State Route 73 (SR-73) and Interstate 605 (I-605). The project will improve 16 miles of I-405 between the SR-73 freeway in Costa Mesa and I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction between Euclid Street and I-605 and making improvements to freeway entrances, exits and bridges. In addition, the project will add the I-405 Express Lanes, incorporating the existing carpool lanes and a new lane in each direction between SR-73 and I-605. The I-405 Express Lanes will give solo drivers the choice to speed up their commute for a toll and give options for carpoolers to use the lanes for free. When the express lanes open, two-person carpools will pay a toll only during peak hours and carpools of three or more will be free at all times.

Figure 1-1: I-405 Express Lanes Conceptual Tolling Layout identifies the entry/exit, Toll Zone and Toll Read Site locations for the I-405 Express Lanes.

Figure 1-1. I-405 Express Lanes Tolling Layout



1.3. Support of New Toll Facilities

The BOS and CSC Operations shall be designed to support the future, potential addition of new OCTA Toll Facilities, such that the BOS does not require structural or fundamental changes at that time.

1.4. New I-405 CSC Facility

A new I-405 CSC and WIC Facility, provided by the Authority, near the I-405 corridor will serve as the primary Facility for the Contractor's direct customer service staff and CSC Operations and will house other OCTA contractors as well. Immediately after NTP, the Contractor will be responsible for working closely with the Authority in the design of the Facility. With regards to the new Facility, the following will be the responsibility of OCTA:

1. Acquisition of the building;
2. Building design (primary);
3. Building construction permitting;
4. Facility buildout;
5. Cubicles;
6. Furniture, desks and chairs;
7. File cabinets;
8. Walk-in Center furniture;
9. Training room furniture;
10. Storage cabinets and shelves;
11. Space at I-405 CSC Facility for storage of retained and/or sensitive paper-documents;
12. CSC personnel lockers (if required);
13. Communications closets;
14. Conference rooms and tables;
15. Large presentation screens within conference rooms;
16. Breakroom furniture and appliances;
17. All power and network cabling;
18. All uninterruptable power and generators (including any on-going system/software ~~M~~maintenance agreements);
19. Responsibilities as described in Volume II, Section 1.1.1.8 Network, Communications, Telephony, Security and Surveillance;
20. CCTV surveillance ~~E~~equipment (including any on-going system/software ~~M~~maintenance agreements);
21. Physical building security system (including any on-going system/software ~~M~~maintenance agreements);
22. Janitorial services;
23. Trash pickup;
24. Building ~~M~~maintenance;
25. Additional buildout and provision of items above to support growth and
26. Cash safes and cash drawers.

Contractor – All items below shall be provided within the Implementation and Operations and Maintenance Phases pricing.

1. Desktop computer environments;
2. All phone systems (internal operations and direct customer support);
3. Desktop computer environments and phone systems for two (2) permanent Authority personnel;
4. All printers (personal and group);

5. All copiers (personal and group);
6. All scanners (handheld, paper, personal and group);
7. Desktop computer environments and phone systems for an additional three (3) Authority-designated oversight personnel during mobilization of the Facility and during Operational and Acceptance Testing;
8. All training room desktop computer environments and Equipment, including presentation screens;
9. All network Equipment (routers, firewalls, switches, hubs, gateways, etc.);
10. Responsibilities as described in Volume II, Section 1.1.1.8 Network, Communications, Telephony, Security and Surveillance;
11. All consumables;
12. Paper shredding services;
13. Point of contact and management of all OCTA provided building **M**aintenance, power and generator **M**aintenance or servicing, trash pickup and janitorial services;
14. Point of contact and coordination of any additional buildout to support growth (at no additional labor costs to the Authority);
15. Physical human security as deemed necessary by the Contractor;
16. Receptionist or Walk-in Center greeter as deemed necessary by the Contractor and
17. Provision of items above to support growth.

1.5. Back Office Systems and CSC Operations Statement of Work

In this Request for Proposals (RFP), the Authority is requesting written technical and Price Proposals from qualified proposing contractors ("Offerors") interested in providing BOS and CSC Operations. The Project includes the design, development, testing, installation, operations and Maintenance of a complete and integrated BOS and CSC Operations that meets the needs of OCTA as specified in the Scope of Work and Requirements.

The BOS functionality which shall be provided, implemented, operated and maintained by the Contractor include but are not limited to the following:

- Account management;
- Self-Service Website;
- Self-Service Mobile Application (Phase II and optional);
- Customer communications and Notifications;
- Case management;
- Payment processing;
- Transponder inventory management;
- Financial management, reconciliation and settlement;
- Initial CSC-based collections;
- Collections Placements;
- Printing and mailing;
- Violation processing;
- Vehicle Registration Hold processing;
- Post-contact customer satisfaction surveys;
- Searches and reporting;
- Data warehouse (Phase II and optional);
- BOS and CSC performance monitoring and reporting;
- Interfaces to all Third-Party Service Providers and

- Interface monitoring and reconciliation.

BOS Hardware, systems and services which shall be provided, implemented, operated and maintained by the Contractor include but are not limited to the following:

- BOS production environment;
- Multiple supporting computing environments;
- Desktop Environments;
- CSC Equipment;
- Customer contact systems;
- Automatic Call Distribution (ACD), Interactive Voice Response (IVR) and telephony systems;
- Network Equipment;
- Network and systems monitoring systems;
- Data center and other identified Equipment;
- Disaster Recovery (DR) and Business Continuity systems;
- Training systems and
- Capability to support work-at-home CSRs and operations and in accordance with the Approved Disaster Recovery and Business Continuity Plans. For example, during an event similar to the COVID-19 outbreak.

Third-Party Service Providers which shall be provided and managed by the Contractor include but are not limited to the following:

- Collections Agencies - two (2);
- Registered Owner Identification (ROV) Lookup Provider;
- Print/Mail House Service Provider (optional at Contractor's discretion);
- Lockbox Service Provider (optional at Contractor's discretion);
- Customer Satisfaction Survey Provider Subcontractor;
- Payment Card Industry (PCI) Qualified Security Assessor Services (or qualified Internal Security Assessor (ISA));
- Merchant Service Providers - two (2) and
- Off-Site Data Storage Provider.

1.5.1. Contractor Implementation Phase Responsibilities

During the BOS and CSC Operations Implementation Phase (from Effective Date until Go-Live of the BOS and CSC Operations) the Contractor shall be responsible for the following, including but not limited to:

- Implementation of BOS server environment at Contractor provided location;
- Design inputs to the new I-405 CSC Facility;
- Support of I-405 BOS access from the current OCTA Store WIC;
- Staffing of all BOS support and CSC Operations;
- Operational planning and mobilization;
- BOS implementation and testing;
- Facilitation and participation in meetings and coordination with the Authority, the ETTM System Contractor and existing and new Third-Party Service Providers;
- Coordination, planning and testing with all Third-Party Service Providers;
- Contractor required additional build-out/fit-out of the Authority-provided Facilities;
- Provision of all additional Contractor required furniture and furnishing required for the CSC;
- Provision of all required CSC office Equipment;
- Development of all plans and documentation described herein;

- Development of all CSC standard operational procedures (SOPs);
- Compliance with all Security Standards;
- Compliance with all Approved plans;
- Development of all training material;
- Conducting training of all Contractor and Authority's staff;
- Learning and adhering to the Authority's processes, procedures, Business Rules and policies relative to Express Lanes operations and financial administration;
- Establishing direct processor agreements with California and other state DMVs;
- Operational Readiness Demonstration and
- Numerous other coordination, planning and preparation activities.

1.5.2. Contractor Operations and Maintenance Phase Services

After commencement of CSC Operations (the "Operations and Maintenance Phase"), the Contractor's Operational responsibilities include but are not limited to:

- Operational activities related to the functional use of the BOS:
 - Account establishment, Maintenance and closures;
 - Customer service, including Violation-related activities, via phone, mail, email, fax, text messaging, chat and in-person;
 - Provision of customer support for problems with customer interfaces;
 - Payment and refund processing;
 - Credit Card processing, including authorizations, refunds and reconciliation;
 - Production of all customer Notifications;
 - Inbound and outbound mail processing;
 - Sending e-blasts to customers through the email system at the direction of the Authority;
 - Return mail processing;
 - Violation payment processing;
 - Case creations and management;
 - Document imaging of incoming work (such as, customer communications) and outgoing work (such as, scanning checks before deposit);
 - Use of skip tracing services to acquire updated mailing addresses;
 - Transponder inventory management, including customer order Fulfillment support, transponder recall and recycling;
 - Customer dispute processing;
 - Coordination and support with resolution of disputed tolls and other issues with Interoperable Agencies;
 - Initial CSC-based collections;
 - Coordination with Collection Agency(ies) pursuing payment of debts owed by individuals or businesses, including payment processing and reporting;
 - Coordination with the DMV(s) for registration suspensions and/or holds, as well as releases once tolls, fees, and other charges are paid;
 - California Franchise Tax Board Tax Intercept support;
 - Bankruptcy support and associated account updates;
 - Investigative Review and hearing support;
 - Financial management and reporting;
 - Reporting for CTOC and the Western Regional Hub;
 - All transaction and financial reconciliation activities;
 - All Interface reconciliation activities;
 - Compliance with all Security Standards;

- BOS performance management and reporting;
- CSC staff and process performance monitoring and reporting;
- Adding/removing/modifying users in the BOS and modifying the user-Configurable elements of the telephony system such as call queue routing and message on-hold selections and
- Toll adjustment implementation.

- Operational activities not directly related to functional use of the BOS:
 - Complete BOS operations and Maintenance and monitoring of all processes and interfaces;
 - Complete network and systems security monitoring and resolution of issues;
 - Compliance with all Security Standards;
 - Compliance with all Security Standards while operating with at-home agents, if required;
 - Complete PCI compliance, monitoring and resolution of issues;
 - Disaster Recovery (DR) and Business Continuity management;
 - Complete BOS Maintenance and Software Support Services;
 - Enhancement and upgrades to the BOS per the Requirements;
 - Enhancements to the BOS at Authority's direction;
 - Onsite technical support for Contractor's staff and Authority's staff;
 - Monitoring and optimization of Registered Owner of Vehicle (ROV) identification processes;
 - Monitoring of incoming and outgoing mail services, including address correction and update;
 - CSC customer service staffing and operational management;
 - CSC Work processing and management;
 - CSC Facility Maintenance not covered by the Authority;
 - On-going recruitment and management of the personnel required to operate the CSC and meet the Requirements of this Agreement;
 - On-going training of all Contractor staff and Authority's staff;
 - Physical security of the operations Facilities, funds, personnel, and Equipment;
 - Payment Card Industry Data Security Standards (PCI DSS) compliance;
 - Provision of audit(s) performed by an independent Qualified Security Assessor or qualified Internal Security Assessor (ISA);
 - Compliance with all National Automated Clearing House Association (NACHA) requirements;
 - Support for the Authority's audits of BOS and CSC Operations;
 - Management of Customer Satisfaction Survey information;
 - Production and distribution of customer materials;
 - Distribution of transponders, mounting strips;
 - Distribution of non-BOS generated customer notifications by mail;
 - Annual SSAE 18 Type II performed by independent auditor;
 - Paper document storage (at I-405 CSC) and destruction and records management;
 - Quality Control (QC) and Quality Assurance (QA) activities for the CSC;
 - Quality review of BOS-generated notifications;
 - Quality review of image processing using the ETTM System-provided tool;
 - Assist with internal/external audits;
 - Assist with data collections/analysis stemming from litigation and
 - Assist with insurance/risk management activities.

1.6. Phase II Services

The following services shall be included in Phase II of the Work which will commence after the BOS Acceptance. Optional items are at the Authority's discretion to implement:

- Self-Service Mobile Application (Phase II and optional);
- Data warehouse and data analytics/business intelligence (Phase II and optional) and
- Collection Agencies direct access to BOS.

1.7. Future Functionality

The following functionality shall not be assumed for the base Agreement, but should be considered as potential future functionality:

- Occupancy Detection System (ODS) integration;
- Integration with Money Services Provider;
- Customer invoicing prior to the Violation process and
- Adherence to national Interoperability.

1.8. Services Not Included

The services procured under this Agreement *does not* include:

- ETTM Systems;
- Trip building;
- Image review services for the purpose of trip building (QA/QC reviews are required) and
- Provision of retail transponder distribution provider.

1.9. Pass Through Costs

The following items and Services shall be provided by the Contractor, with costs passed through to the Authority via invoice:

- Postage (not including any efforts, mail-house costs or other costs required to obtain the postage rate);
- Skip-Tracing and
- Facilities related incidental costs as directed and Approved by the Authority.

1.10. Direct Payment Items

The following items and services shall be entered into the Authority's accounts payable weekly batch by the Contractor for direct payment from the Authority to the vendor and not the paid for by the Contractor:

- Welcome/transponder kits;
- Transponder shipping supplies/materials including envelopes, sealing wafers, special inserts, and stickers;
- Transponder readers and programmers, if pre-approved by the Authority;
- Domain names and Uniform Resource Locators (URLs). Does not include any related software or licenses related to security and/or encryption (for example, secure socket layer certificates) and
- Other items as determined solely by the Authority.

Exhibit B

Volume III: Customer Service Center (CSC) Operations

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1. SCOPE OF WORK AND REQUIREMENTS

The following subsections describe the Scope of Work and Requirements for the CSC Operations. These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and work functions. The intent of these “including but not limited to” lists is to indicate to the proposer the intent and scope of the Requirement.

1.1. Operational Requirements

1.1.1. General Requirements

This section lists the high-level operations Requirements.

1	The Contractor shall provide all management, system Maintenance, supervisory, financial and CSC Operations staff, including qualified management, professional and clerical personnel, to professionally operate and administer the Authority’s CSC Operations in a manner that meets all required Performance Measures.
2	The Contractor shall put in place the organizational structure and headcount required to meet these Requirements.
3	The Contractor shall be responsible for all providing all consumables (other than those explicitly stated to paid for by the Authority). Costs of consumables shall be included in the Contractor’s Price Proposal.
4	At the Authority’s direction, the Contractor shall perform the Work required herein for any new Toll Facilities that may be implemented during the Operations and Maintenance Phase.

1.1.2. I-405 CSC and WIC Facility

The Authority will provide a new primary space for the I-405 CSC and WIC. The Contractor is required to operate these Authority provided Facilities as described in the sections below. The Contractor will have unlimited access to the Facility and may use expanded operational hours as needed to accomplish the Work. There is currently an operational OCTA Store WIC that will provide I-405 customer service that will be operated and staffed by OCTA.

The Contractor will not be charged rent/utilities for the use of Authority provided Facility and furnishings. Although the Facility will house other Authority contractors, the Contractor will be the point-of-contact and coordination point for all **M**aintenance, repair, service and janitorial issues related to the Facility regardless of location or origin,

5	The Contractor shall coordinate and facilitate tours of CSC Operations Facilities and guide tours.
6	The Contractor shall be the custodian of all the Authority’s fixed assets at the I-405 CSC and WIC facility (regardless of provider) and provide tracking and reporting as required.

7	The Contractor shall facilitate, coordinate and be the point of contact for all I-405 CSC Facility and E quipment related M maintenance and repairs that are not the fault of the Contractor (either the Authority will pay directly for the <u>maintenance and</u> repairs or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process). All Contractor labor necessary for these services shall be included in the Contractor's Price Proposal and shall not be invoiced or be considered additional Work. Repairs that are the result of Contractor actions shall be handled and paid for by the Contractor alone and the Authority shall be notified and kept informed.
8	For all third party coordinated work, the Contractor shall receive a minimum of three (3) quotes and submit to Authority for Approval/selection. Upon selection, Contractor shall initiate purchase order with the selected vendor.
9	The Contractor shall provide the coordination and facilitation of various Authority directed meetings in the CSC Operations conference rooms as requested by the Authority, including but not limited to: <ul style="list-style-type: none"> • ensuring conference room is clean and all furniture and Equipment is in working order; • providing meals for meetings (submit for payment through the weekly accounts payable batch process) and • attending meeting.
10	The Contractor shall provide and install all internal workspace signage and name plates that are Americans with Disabilities Act (ADA) compliant.
11	The Contractor shall provide all office supplies and Equipment supplies (for example toner, paper, etc.) required for CSC Operations and staff.
12	Immediately after NTP, the Contractor shall be responsible for working closely with the Authority in the design of the I-405 CSC and WIC Facility, including: <ul style="list-style-type: none"> • any facility design inputs or requests received after the facility design inputs deadline has passed shall be the financial responsibility of the Contractor to incorporate into the design; • any facility design inputs or requests received after the facility design is completed shall be the complete financial responsibility of the Contractor to both incorporate into the design and to build; • any facility design inputs or requests to provide for adherence to PCI requirements are responsibility of the Contractor and • all Contractor facility design inputs and requests made throughout the Term of the Agreement are subject to Authority Approval.

1.1.2.1. OCTA Store WIC

The OCTA Store WIC located in the same building as Authority's offices and is staffed by Authority employees. These Authority employees will be trained by the Contractor and the Contractor shall

also provide escalation and operations support. There is no room for operational activities other than walk-in customer service at this site. OCTA Store WIC computers, peripherals, network and ~~E~~equipment will be provided by the Authority.

Location Name	OCTA Store WIC
Address	600 S. Main Street, Orange CA 92868
Square Footage	N/A
Functionality	WIC

1.1.2.1.1. Hours of Operation and Holidays

13	The Contractor shall train and provide escalation and operations support for the Authority employees and customer relations staff.
14	The OCTA Store WIC shall be open 8 am- 5 pm Monday – Friday, Pacific Time.
15	The OCTA Store WIC shall observe the following Holidays:
	• New Year’s Day;
	• Memorial Day;
	• Independence Day;
	• Labor Day;
	• Thanksgiving Day;
	• Friday after Thanksgiving Day and
	• Christmas Day.
16	For any listed Holiday occurring on Saturday or Sunday, the OCTA Store WIC shall observe the Holiday on the same day as Authority’s other staff.
17	The Authority may close the OCTA Store WIC (for example, for emergency or weather conditions).

1.1.2.2. New I-405 CSC and Walk-in Center (WIC)

The CSC site is the sole Authority provided space for customer contact, CSC Operations and other processing required to meet the Requirements.

Location Name	Customer Service Center (CSC)
Address	Near the I-405 Corridor (exact location is TBD)
Square Footage	TBD
Functionality	All customer service and processing work

The CSC Facility shall meet the requirements below.

18	The Contractor shall staff and operate the CSC.
19	The Contractor shall provide Maintenance at this Facility and ensure that the Facility is professional in appearance and clean.
20	The Contractor shall exercise due care in the use, M aintenance and storage of the Authority-provided Facility, property and assets.
21	The Contractor shall comply with all requirements of the property lease and Facility license agreements (if applicable).
22	The Contractor shall promptly notify the Authority of any weakness in the security at the CSC Facility.
23	The Contractor shall utilize cameras in accordance with PCI/PII requirements and the Contractor's preferred operational and security approach. The Authority shall have access to view and copy the camera footage upon request.
24	The Contractor shall make all Authority-directed and Approved improvements to the CSC Facility, if any, as a combination of Additional Work Order, a pass-through cost, or submitted through the weekly accounts payable batch.
25	The Contractor shall provide a minimum of one Spanish-speaking CSR in the CSC Facility during all the hours of operation.
26	The Contractor shall equip the CSC customer contact center such that customers shall not hear cross talk when contacting the CSC by phone (crosstalk is any phenomenon by which a signal transmitted on one circuit or channel of a transmission system creates an undesired effect in another circuit or channel).

1.1.2.2.1. Hours of Operation and Holidays

The Authority require a high-level of customer service availability. The hours below are the minimum hours which the various elements of the CSC Operation must be staffed and operated.

27	The CSC contact center shall be open for calls, customer contacts and customer interactions from 8 a.m. to 6 p.m. Monday – Friday, Pacific Time.
28	The CSC shall observe the following Holidays:
	<ul style="list-style-type: none"> • New Year's Day;
	<ul style="list-style-type: none"> • Memorial Day;
	<ul style="list-style-type: none"> • Independence Day;
	<ul style="list-style-type: none"> • Labor Day;
	<ul style="list-style-type: none"> • Thanksgiving Day;

	<ul style="list-style-type: none"> • Friday after Thanksgiving Day and
	<ul style="list-style-type: none"> • Christmas Day.
29	For any listed Holiday occurring on Saturday or Sunday, the CSC shall observe the Holiday on the same day as Authority's staff.
30	The Contractor shall close the CSC upon Approval from the Authority (for example, for emergency or weather conditions).

1.1.2.3. *Serving Customers with Special Needs*

The Contractor shall work with the Authority and develop a I-405 CSC and WIC Facility design that meets the latest ADA standards for accessibility for both staff and customers and be of appropriate size to contain the staff, furniture, Equipment and supplies necessary to conduct operations described in this Scope of Work for the duration of the Agreement.

31	The Contractor shall report any Facility-related ADA compliance issues to the Authority immediately.
32	The Contractor shall identify and contract with a real-time translation service to serve customers whose language is other than English and Spanish, and whose language is not spoken by an available Contractor staff person. The service is to be provided on an as-needed basis and be available during all customer service hours for both phone and walk-in customers at both the CSC WIC and OCTA Store WIC.
33	The Contractor shall track the use of the translation service and shall provide tracking and accountability that identifies which account or document is related to each use of the service.
34	The Contractor shall provide and utilize Equipment to serve hearing-impaired customers in accordance with customer service best practices and applicable federal and state statute and requirements.

1.1.2.4. *Security and Facility Access Control*

35	At the CSC, the Contractor shall be responsible for administering the physical security system and the CCTV surveillance systems.
36	The Contractor shall provide and/or coordinate all security badges, parking, and administrative needs to access the building office space and for Authority staff or third-party vendors to work from the CSC location, as needed.
37	The Contractor shall ensure the I-405 CSC Facility are accessed only by authorized personnel with the appropriate privileges, and the Contractor shall ensure security is not breached. The Contractor shall be responsible for establishing procedures and policies and carrying out these procedures and policies for all visitors accessing the I-405 CSC Facility. The policies and procedures shall be Approved by the Authority.

38	The Contractor shall ensure access is limited to those functions required for the employees to perform their jobs while providing an appropriate segregation of access, based on employee responsibilities.
39	The Contractor shall maintain and provide to the Authority as requested an access matrix that lists all personnel with access privileges to the CSC Facilities. The matrix shall identify each employee's position, job functions, Facility access rights, and access rights. Visitors and guests who are not directly working on the Project must be approved by the Authority in advance.
40	The Contractor shall conduct reviews of the access matrix against the actual access for all employees in accordance with all security Requirements. Such reviews shall be conducted no less than quarterly or anytime at the request of the Authority. The Authority shall be invited to witness this review. The schedule for these reviews shall be included in the Operations Plan.
41	The Contractor shall ensure all Facilities used by the Contractor to perform any Work in support of the Agreement shall be established and maintained in compliance with the Security Standards throughout the Term of the Agreement.

1.2. Operational Functions

CSC Operations shall cover all functional areas as summarized below, including any required manual interactions or data entry that may be required of Contractor staff.

1.2.1. Account Management

The Contractor shall provide the following services in an efficient and effective manner that allows customers to establish, manage and monitor their accounts.

42	The Contractor shall process all account opening activities, not otherwise performed by the customer, using the BOS, including but not limited to processing the customer application, customer acceptance of terms and conditions, Account Plan enrollment and qualification verification, payment processing, and transponder Fulfillment.
43	Using the BOS, the Contractor shall be responsible for the Fulfillment of any and all transponder types specified by the Authority.
44	The Contractor shall support the assigning, qualification verification and management of Account Plans, including non-revenue plans in the BOS, as Approved by the Authority,
45	In case of an incorrect or incomplete application, the Contractor shall contact the customer to facilitate successful account creation.
46	The Contractor shall support all activities related to account closing. In the event of closing the Contractor shall ensure that the customer's transponder(s) is changed to the appropriate status in the BOS and that all outstanding balances are paid or handled in accordance with the Business Rules, Operations Plan and SOPs prior to closing the account.
47	The Contractor shall update customer account information based on information received from entities including but not limited to:

• customer or Authorized Designee;
• Registered Owner of Vehicle (ROV) Lookup Provider;
• United States Post Office;
• Skip Trace Service Provider;
• Banks (for replenishment);
• Collection Agencies;
• Print/Mail House Service Provider;
• Lockbox Service Provider (if used by Contractor);
• Credit Card Update Service Provider and
• Merchant Services Providers (MSPs).

1.2.1.1. Payments, Fees and Refunds

Contractor will process payments at the CSC Facilities and over the phone as well as resolve and post any payments where the Lockbox Service Provider (if used by Contractor) was unable to identify the correct account. In addition, the Contractor will assist in the processing of third-party and pass-through payments.

48	The Contractor shall process all payments received from customers either directly or through the services of a Lockbox Service Provider.
49	The Contractor shall resolve and process Lockbox Exceptions if a Lockbox Service Provider is utilized. These exceptions are payments which cannot be readily associated with a customer account. The Contractor shall be responsible for conducting timely research on these payments so that they can be posted to a customer account as quickly as possible. If all research avenues have been exhausted and documented and the payment remains unassociated, the payment shall be tracked as an unidentified funds Case for future resolution.
50	The Contractor shall support processing of payments by Authority staff, customers, Franchise Tax Board, DMV, Interoperable partners and Collection Agencies and reconcile all payments to customer accounts and money deposited in the bank.
51	The Contractor shall apply any fees which require manual application using the BOS in accordance with Business Rules, Operations Plan and SOPs.
52	The Contractor shall research, respond to and process chargebacks.
53	After the pre-established time period determined by the Authority has expired, the Contractor shall issue refunds using the same channel the customer used, if possible, to make the payment, in accordance with the applicable Authority Business Rules, Operations Plan and SOPs.

54	In the case of check refunds, the Contractor shall use Positive Pay to deter check fraud.
55	The Contractor also shall ensure that Credit Card refunds are successfully processed.
56	The Contractor shall process, enter, print and send all refund checks and enter the resulting financial transactions into the Authority's financial accounting systems. The Contractor shall work with the Authority to setup all required accounts and processes to facilitate this entire process.
57	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for direct payments to third parties for issuance by the Authority (for example, payments to third parties contracted directly by the Authority to provide services at the I-405 CSC Facility).
58	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for reimbursement of pass-thru costs submitted by the Contractor for issuance by the Authority.

1.2.1.2. Account Plans

The Authority has several Account Plans. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it.

The Contractor shall be responsible for managing the various Account Plan programs including, enrollment in the program, eligibility verification, program membership renewal, and handling questions from customers regarding how the programs work and questions about specific transactions/trips under the programs. In addition to the Account Plans listed in this section, the Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.

59	In accordance with Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all the Account Plans, including new and modified plans.
60	For the Account Plans that require qualification, the Contractor shall verify qualification, scan and attach the qualification documentation prior to adding the plan(s) to the customer account.
61	For Account Plans requiring qualification, the Contractor shall remove the Account Plan and notify the customer if their eligibility requirements are no longer met.
62	For Account Plans which expire and require renewal, the Contractor shall verify qualification prior to renewing the plan on the customer account.
63	For Account Plans requiring payment, the Contractor shall collect appropriate payment from the customer as required by the enrollment process for the specific Account Plan.

1.2.1.3. Non-Revenue Program

The Authority allows for non-revenue passage on qualified users on specific facilities. Non-revenue passage may be assigned at the individual transponder, or account level. The Contractor shall maintain strict control when a transponder is issued to an account with a non-revenue plan and the

reason for issuing it. The Authority must ALWAYS Approve the issuance of any non-revenue transponder.

The Contractor shall be responsible for managing enrollment in the program after obtaining the Authority’s approval, verifying eligibility, handling questions from customers in regard to how the programs work and questions about specific transactions/trips under the programs.

64	In accordance with the Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all of the Authority’s non-revenue programs.
65	Prior to applying a non-revenue plan to a transponder, plate or an account, the Contractor shall obtain Approval from the Authority.
66	The Contractor shall maintain documentation of authorization for each non-revenue plan that has been assigned to a transponder or an account, and this documentation shall be available for review by the Authority at all times.
67	The Contractor shall manage non-revenue account participants certification that the transactions/trips on a non-revenue account are according to the agreement.
68	The Contractor shall perform random checks to confirm the transponder is being used on an authorized plate
69	The Contractor will administer non-revenue accounts that do not have transponders issued when directed by the Authority.

1.2.2. Privacy

Privacy is of utmost concern to the Authority. The Contractor shall adhere to privacy and security Requirements set forth below and in the Security Standards and current law and regulations.

70	The Contractor shall develop and comply with all Approved Security Standards. Security Standards shall be updated to reflect changes in industry requirements, partner agreements and to address detected security weaknesses.
71	The Contractor shall not release information to anyone unless authorized by the Authority. The Contractor shall develop an SOP and approval process for the release of information.
72	The Contractor shall establish reasonable methods to verify the identity of customers prior to the release of any customer account information, and such methods shall be documented in the Operations Plan and SOPs.
73	The Contractor shall validate the identity of the customer prior to release of any image. This may include requiring a photo ID at a WIC.

1.2.3. Rental Cars

The Authority’s customers utilize rental vehicles which create transactions/trips that are initially assigned to a rental agency. The Authority may utilize Rental Car Service Providers and/or other designated entities for processing the rental car trips.

74	The Contractor shall work directly with customers, the Rental Car Service Provider and/or other designated entity to accurately process all rental car trips and resolve rental-related requests.
75	The Contractor shall enter into agreements with a Rental Car Service Provider for the purpose of providing a seamless and cost-effective solution for customers. The Authority shall have the right to review and approve all Rental Car Service Provider Agreements.
76	The Contractor shall provide the capability for a rental customer to post-pay a toll based on the Authority's Business Rules
77	The Contractor shall process affidavits of non-liability for rental/lease vehicles and pursue the named party.
78	The Contractor shall resolve charges by rental agencies for accountholders who incur a charge by rental agencies.

1.2.4. Search Warrants, Subpoenas, Litigation and Public Records Requests

The Authority receives requests for information and assistance from the law enforcement and legal communities as well as public records requests. These requests are highly time-sensitive and required sensitive and skilled handling.

79	The Contractor shall refer all requests, inquiries, subpoenas, search warrants, public records requests and official information requests to the Authority, in accordance with Business Rules, Operations Plan and SOPs.
80	In accordance with the Business Rules, Operations Plan and SOPs for handling and tracking of such requests, the Contractor shall gather and provide the information requested by the search warrant or subpoena upon receiving Approval from the Authority to do so.
81	The Authority may request that the Contractor compile data for subpoenas, search warrants, litigation matters, or other reasons. The Contractor shall respond to all requests from the Authority in a timely manner and in accordance with the Business Rules, Operations Plan and SOPs.
82	The Contractor shall assist the Authority's risk management department as directed in handling all claims and requests.
83	If the research will take longer than two (2) Business Days, the Contractor must advise the Authority.
84	The Contractor shall provide qualified personnel to support litigation, including providing testimony as an expert witness upon request from the Authority.

1.2.5. Image Review Support

Image collection and processing is a fundamental operation of the Authority's transaction/trip processing and Violation enforcement process. Vehicle license plate images are captured by roadside Equipment for all transactions/trips. If a valid FasTrak transponder is not identified, the images associated with that transaction/trip are reviewed by the ETTM System Contractor in a process

called image review. These images and results of the review will be used to determine if a plate is associated with a FasTrak account or is a Violation. These will include rear license plate images as well as Region of Interest images. The ETTM System Contractor will identify the plate number, and Jurisdiction and Plate Type, if applicable, and provide this information to the BOS. The BOS will automatically Post the transaction/trips to the customer accounts, IOP or generate Violation Notices based on the license plate information received from the ETTM System Contractor.

1.2.5.1. Image Review Quality Assurance

The accuracy of the image review process is critical to the successful identification of the ROV. As part of the Quality Assurance (QA) process, the Contractor will conduct an accuracy review and audit process of the manual and automated image review results. Using the ETTM System Contractor’s-provided quality review tool, the Contractor will perform quality reviews on the results from each ETTM System Contractor to ensure that the ETTM System Contractor is accurately identifying a high percentage of license plates.

85	The Contractor shall provide for an adequate number of trained and qualified image review staff to handle the quality review volume.
86	The Contractor shall perform manual image review on a sample of at least 1% of all Image-Based Transactions/Trips per month that were provided by the ETTM System Contractor to determine accuracy of state, Plate Type, plate number and OCR confidence level.
87	The Contractor shall provide a report to the Authority of the audit and findings.
88	The Contractor shall correctly determine for each image set whether the ETTM System Contractor accurately processed the image and if not enter the correct plate information or reject code and provide the findings to the ETTM System Contractor.
89	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.5.2. DMV No Registered Owner Information Return Quality Review

Periodically image transactions/trips will be returned from the DMV source with no registered owner information. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor’s responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate or improperly formatted DMV submission.

90	The Contractor shall review all image transactions/trips that are returned from the DMV source without registered owner information to ensure license plate entry was accurate.
91	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to: <ul style="list-style-type: none"> • plate number;

	<ul style="list-style-type: none"> • Plate Type, if applicable and
	<ul style="list-style-type: none"> • Jurisdiction.
92	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.5.3. Customer Inquiry Image Error

Quality reviews are required to verify customer-disputed transactions/trips. Customers may contact the CSCs regarding a notification they received that incorrectly identifies them as a user of a Toll Facility. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor's responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate.

93	The Contractor shall also research and review images related to customer disputes and correct and reprocess.
94	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to: <ul style="list-style-type: none"> • plate number; • Plate Type, if applicable and • Jurisdiction.
95	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.6. Owner Identification

Successful acquisition of accurate ROV information is critical to the success of the Authority's Violation enforcement program. The Contractor shall be completely responsible for establishing and maintaining both technical and operational relationships with the Registered Owner of Vehicle (ROV) Lookup Providers. The Contractor must ensure that the Authority is receiving the optimum number of current and accurate ROV matches.

96	The Contractor shall establish and maintain up-to-date agreements with each Registered Owner of Vehicle (ROV) Lookup Provider.
97	The Contractor shall provide the capability to track and follow the renewal Requirements for each Registered Owner of Vehicle (ROV) Lookup Provider. For example, a state may require that a DMV data access application form be submitted and approved annually.

98	The Contractor shall use online interfaces to the California, Arizona, Oregon and Nevada DMVs and other DMVs as they become available to manually look up individual license plates at the request of the Authority or in order to resolve customer disputes.
99	<p>The Contractor shall provide the following ROV-related activities, including but not limited to:</p> <ul style="list-style-type: none"> • Establish and maintain a relationship with each Registered Owner of Vehicle (ROV) Lookup Provider; • Manage current contracts and service level agreements with each Registered Owner of Vehicle (ROV) Lookup Provider; • Monitor and evaluate the number of successful matches by Jurisdiction; • Monitor and evaluate the number of successful matches by Registered Owner of Vehicle (ROV) Lookup Provider; • Monitor and evaluate the number of successful matches by type of license plate; • Identify issues with manual license plate identification and provide information to allow the ETTM System Contractor to correct the issue, including examples and training material; • Identify issues with automatic license plate identification and provide information to allow the ETTM System Contractor to fix the issue and • Identify areas where the ROV match is lower than the average, investigate potential solutions and provide recommendations to the Authority.
100	The Contractor shall coordinate with the ETTM System Contractor regarding BOS updates required due to any changes in ROV Requirements.
101	The Contractor shall monitor the success of ROV Lookup requests each month and when a change is made by the ETTM System Contractor reporting on the number of requests for which an ROV was obtained (successful lookup) and the number for which a request was not obtained (unsuccessful lookup) by Jurisdiction.
102	The Contractor shall identify Jurisdictions in which the percentage of successful requests decreases by more than five percent (5%) from the prior month and shall work with the appropriate Registered Owner of Vehicle (ROV) Lookup Provider to identify issues and solutions in collaboration with the ETTM System Contractor to ensure images are processed correctly.
103	The Contractor shall develop solutions to increase the ROV Lookup success.
104	The Contractor shall research and then input and manage the BOS Protected Plate data that associates an address with the agency names that are returned from the DMV or ROV Lookup Provider for license plates registered to a customer affiliated with federal, state or local agency that is allowed to shield addresses.
105	The Contractor shall facilitate the Protected Plate process of entering the correct agency address and resending the Violation Notice.

1.2.7. Customer Communications

1.2.7.1. Outgoing Customer Notification

The Contractor is responsible for all necessary customer communication in accordance with the Operations Plan. At its discretion, the Authority will choose to produce some outgoing customer correspondence within its reprographics department.

106	The Contractor shall make contact with customers, by using the Authority's required method of communication about account management, general information, marketing, changes to account and privacy policy.
107	The Contractor shall be responsible for printing, pdf creation, storing and associating with accounts, envelopes, mailing and postage for all communications.
108	The Contractor shall be responsible for acquiring and assembling all materials necessary for the mailing of transponders including, welcome kit, envelopes, sealing wafers, special inserts, stickers and mounting strips. The Contractor shall pay for mounting strips and other items not explicitly included in the pass-through list.
109	When directed by the Authority, the Contractor shall coordinate with the Authority's reprographics department for the production of outgoing correspondence. The Contractor shall be responsible for pick up, assembly and mailing.
110	The Contractor shall utilize the USPS/NCOA database services to validate a customer address prior to mailing correspondence.
111	The Contractor shall provide all postage meters and be responsible for payment of any postage meter fees.
112	The Contractor shall be required, at its own expense, to communicate to customers or the general public, including resending corrected notifications, any information related to issues or problems caused by the Contractor that affect customers, as further set forth in the Agreement.
113	The Contractor shall be responsible for printing, packaging and distributing printed information, developed by the Authority.
114	The Contractor shall manage the sending of e-blasts (sending of an email simultaneously to a group of people), developed by the Authority, to selected groups of customers or all customers using BOS functionality.

1.2.7.2. Outgoing Communications (Future)

The Authority may elect during the Term of the Agreement to offer video tolling for unregistered accounts (mailed invoices) as the first step of the Violations process. The Authority anticipates that video tolling transactions would be grouped in regular intervals, such as weekly or monthly, prior to mailing invoices to customers.

115	If directed by the Authority, the Contractor shall manage the mailing of invoices and the subsequent customer dispute and Violations process.
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1.2.7.3. Incoming Customer Communication

Incoming customer communication includes customer applications; replenishment payments; Violation payments; customer complaints; disputes; general public inquiries; legal notices (for example, bankruptcy, subpoena etc.); requests for account closures, account information updates and transponders. These communications will be received through all channels including but not limited to phone calls, faxes, texts, chat sessions, emails, Authority contacts, and mail.

Facilities and procedures are required to provide careful and efficient handling of all incoming customer communication, including the BOS providing for tracking of customer requests as Cases associated to the appropriate account(s).

116	The Contractor shall assume the responsibility of establishing all required post office boxes.
117	The Contractor is responsible for all mail pickup and transfer between Facilities as required.
118	The Contractor shall receive mail from the post office boxes for incoming mail.
119	All customer contacts handled directly through the Contractor staff shall be noted in the customer account in the BOS to maintain an accurate history of the customer’s interaction with the CSC and Authority.
120	The Contractor shall provide a response for all correspondence received from the customer regardless of which channel the customer uses to communicate, including but not limited to, correspondence received by:
	<ul style="list-style-type: none"> • email;
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • text;
	<ul style="list-style-type: none"> • chat;
	<ul style="list-style-type: none"> • communication from the website’s “Contact Us” feature and
	<ul style="list-style-type: none"> • delivered (USPS or by other means) correspondence.
121	The Contractor shall monitor and respond to customer requests received by phone, chat and text in real time when received during regular business hours.
122	The Contractor shall strive to provide first contact resolution and track the number of contacts resolved on first contact.
123	The Contractor shall encourage users receiving a Violation Notice to open a FasTrak account when they contact the CSC.

124	The Contractor shall ensure incoming correspondence (paper or electronic) is scanned (in the case of paper correspondence), saved and associated with the customer's account and any applicable Case(s). Non-customer correspondence shall also be scanned and catalogued for easy access. Paper copies shall be shredded, in accordance with security requirements, and policies agreed upon by the Authority, in adherence with the Security Standards and documented in the Operations Plan.
125	The Contractor shall use the same channel used by the customer or customer's preferred channel to respond to the customer correspondence unless the Business Rules, Operations Plan or SOPs specify a different channel or if the nature of the customer issue necessitates the use of a different channel.
126	The Contractor shall monitor the communications channels used and frequency of all customer correspondence and recommend for consideration BOS configuration changes that improve the use of customer-friendly, efficient and cost-effective customer communication methods.
127	Some customer contact may involve questions about Image-Based Transactions/Trips. The Contractor shall utilize the BOS to view images related to the transaction/trip in question and if appropriate work with the ETTM System Contractor to correct issues.
128	All incoming mail shall be processed by the Contractor, in accordance with the SOPs and applicable standards, including but not limited to the Security Standards. Such requirements include but are not limited to: segregation of duties; date stamping the mail, categorization, scanning and/or saving into the BOS as Cases, and then assigning to the appropriate Contractor staff for processing.
129	The Contractor shall develop a workflow process that clearly documents the handling process for all incoming correspondence and communication through all channels, ensuring all incoming correspondence and communications are recorded, reviewed and properly routed (such as, operational correspondence, financial, contractual, etc.). This shall be documented in the Operations Plan and SOPs.
130	The Contractor shall ensure all correspondence handling processes and controls are documented and adhered to by operations staff. The Authority shall Approve the correspondence handling process and any changes to the handling process.
131	With the exception of customer requests regarding their own accounts, the Contractor shall only answer general inquiries as they relate to general information about the tolling facilities serviced and services provided by the CSC. All other inquiries and communications shall be escalated to the Authority as a Case as set forth in the Operations Plan and SOPs, unless the Contractor is otherwise directed in writing by the Authority. This includes inquiries from or communications with the media, government agents, Public Records Act requests and individuals representing organizations for purposes other than directly related to their own customer account.
132	The Contractor shall keep a record of all information requests as a Case, inform the Authority immediately of inquiries from these entities and direct such inquiries to the Authority, according to the Operations Plan.

133	Customers may contact the Contractor regarding issues the Contractor does not control, for example debris on the roadway, or general tolling questions. The Contractor shall collect the required information and handle the issue in accordance with the Operations Plan. The Contractor shall create a Case and track the issue until it is accurately resolved or handed off to the appropriate party responsible for resolution in accordance with the Operations Plan.
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1.2.7.4. Returned Mail Processing

Returned mail shall be returned by the USPS and the Contractor shall update the BOS to reflect the status of the Notification and attempt to obtain a different address to mail the Notification to the customer if a forwarding address was not provided.

134	The Contractor shall scan each returned envelope and Notification and attach the scan to the correct customer account. Any physical pieces of returned mail received will follow the document disposal process after scanning.
135	The Contractor shall enter a forwarding address, if provided.
136	For addresses without a forwarding address, the Contractor shall mark the address as bad.
137	For bad addresses on FasTrak account correspondence, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.
138	For bad addresses on Violation Notices, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.
139	The Contractor shall utilize the USPS/NCOA database and Skip Trace services to find a customer address.
140	If a different, current address is provided, the Contractor shall update the address in the BOS and take the necessary steps for the BOS to re-issue the correspondence.

1.2.7.5. Collateral Materials for Customers

The Authority will provide the art work for all customer collateral, excluding system generated notices.

141	The Contractor shall print, deliver to and inventory all collateral materials according to the print specifications provided by the Authority.
142	The Contractor shall work with the USPS to obtain approval of printed material design to ensure compliance with the USPS requirements and to determine the lowest postage and staff handling effort for each mail piece type.
143	The Contractor shall modify/update as directed by the Authority and print the generic collateral material when changes to the information contained in the material necessitate a revision.

1.2.7.6. Customer Request Management

The BOS provides the capability to create, assign and manage requests made by customers or Authorized Users which cannot be completely resolved at the time of the request. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry.

144	Many customer issues or requests (such as, changing a customer's contact information), can be completely resolved at the time of the customer request. If the issue or request is completely resolved during the initial contact, the Contractor shall notate it in the customer's account.
145	Any customer issue or request that cannot be completely and accurately resolved at the time of request shall be entered into the BOS as a Case, for management, tracking and reporting. Contractor's staff shall work open Cases through to final resolution in a timely manner as required in the Operations Plan and in accordance with the Performance Measures.
146	The Contractor shall accurately resolve and respond to customer issues and requests by the customer's preferred method of contact (email and mail) if available and according to the Business Rules, or by letter, email, mail, phone or text depending on the circumstances of the issue/request. The escalation procedures for customer issues and requests shall be described in the Operations Plan.
147	The Contractor shall respond to customer Cases according to the Business Rules, Operations Plan and SOPs. The CSC Manager responsible for Case management shall review the list of open Cases on a daily basis and shall make sure they are accurately resolved in accordance with and within the timeliness set forth in the Operations Plan and the Performance Measures. The Authority shall be notified immediately if there are any critical comments or issues that need immediate attention.
148	The Contractor shall be responsible for the resolution of all customer disputes, which are managed as Cases, in accordance with the Authority's policies, the Business Rules, Operations Plan and SOPs.
149	The Contractor shall select the proper case type and case resolution.
150	The Contractor shall utilize pre-approved auto responses for case resolution as appropriate.
151	The Contractor shall process dispute Cases (Investigative Review) involving adjustments to vehicle class, transaction/trip adjustments and reversals, reassigning of Violations, and other resolutions. Specific types of disputes shall require supervisor/manager review and approval, and all waivers, adjustments and reversals shall be in accordance with the Operations Plan and SOPs.
152	The Contractor shall place the disputed transactions/trips and Violation Notices on hold and release the hold in the BOS in accordance with Operations Plan and Business Rules.

153	The Contractor shall ensure all supporting documentation from the customer to resolve a dispute Case, as required by the Operations Plan and Business Rules, is obtained. If the customer does not provide the supporting documentation, the Contractor shall contact the customer in accordance with the timeframes defined in the Business Rules and Operations Plan.
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1.2.7.7. Ongoing Customer Satisfaction Surveys

The Contractor shall work with their Customer Satisfaction Survey Provider Subcontractor to establish a program that provides customer feedback regarding the services the Contractor provides and the Express Lanes themselves.

154	The Contractor shall offer the survey opportunity to every customer each time they contact the CSC.
155	The Contractor shall contract with a third-party Customer Satisfaction Survey Provider Subcontractor.
156	The Contractor shall create a customer survey program to measure the quality of the services they provide.
157	The Contractor shall modify the program as needed or as directed by the Authority.
158	The Contractor shall make contact with each customer who rates their experience with an overall score below an agreed upon threshold, as noted in the Operations Plan, within five (5) Business Days of the customer submitting the survey.
159	The Contractor shall monitor the customer surveys and provide a report to the Authority monthly.
160	The Contractor shall provide training on the survey tool to CSRs and other applicable personnel, including the purpose of the survey and the use of the survey tool.
161	The Contractor shall review survey results with CSRs and other applicable personnel during periodic meetings regarding individual's performance.
162	The Contractor shall provide the Authority convenient, electronic access to the up to date and historic survey results.
163	The Contractor shall include the customer survey results, including trending, in as part of the Monthly Operations Report.

1.2.7.8. Customer Service Quality Monitoring and Reporting

The Contractor interacts with the Authority's customers directly through many different channels including, but not limited to, in person at the WIC, over the phone, in writing via chat, text, email and responses to the Cases. The quality of these interactions and the service provided to its customer is of utmost importance to the Authority. In addition to Customer Satisfaction Surveys, the Authority expects the Contractor to develop and enact quality programs for all aspects of its operation and to train its staff to use deliberate care in each interaction and in serving the Authority's customers.

164	The Contractor shall ensure all CSC staff is trained in a manner which ensures excellent customer service in every customer interaction as measured by the Performance Measures.
165	The Contractor shall record the reason(s) for each contact (via all contact channels) by using Approved call wrap-up codes, entering account notes or other tracking approach to document the reason for the contact and memorialize the resolution or required next steps.
166	The Contractor shall monitor and score both live and recorded CSR calls for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
167	The Contractor shall monitor and score WIC CSR interaction, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
168	The Contractor shall review and score all customer interaction channels, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
169	The Contractor shall review and score Case resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
170	The Contractor shall periodically monitor CSR screen navigations by remotely viewing the CSR's screen.
171	The Contractor shall track monitoring results and submit a monthly summary to the Authority as part of the Monthly Operations Report.
172	The Contractor shall track all escalated issues and resolutions and provide a monthly report to the Authority as part of the Monthly Operations Report.
173	The Contractor shall review information provided by the Authority upon their review of customer interaction and make any changes to improve customer service.
174	The Contractor shall provide the capability for the Authority to, at the Authority's discretion and without prior notification to the Contractor, monitor all live and recorded calls and all other types of correspondence.
175	The Contractor shall provide for review by the Authority all documentation related to the Contractor's quality program.
176	The Contractor shall conduct monthly quality monitoring calibration meetings for all Contractor staff who monitor customer interaction. The Authority shall be invited to attend these meetings.

1.2.8. Transponder Management

The Authority will purchase transponders and the Contractor shall perform all other work related to transponders.

177	<p>The Contractor shall manage all aspects of the transponder lifecycle. This includes but is not limited to:</p> <ul style="list-style-type: none"> • initiate a PO request; • receiving into inventory; • testing transponders upon receipt and prior to issuing; • programming transponders as necessary, for example programming a standard 6c transponder to indicate that the vehicle is a motorcycle; • assigning and issuing to customers; • tracking transponders through their life; • recycling (evaluating, cleaning and testing) for reissue; • managing transponder recalls; • warranty return and replacement and • disposal of transponders.
178	Upon customer request, the Contractor shall assign, and mail transponder(s) to customers.
179	The Contractor shall support the distribution of transponders by the Contractor and US mail.
180	The Contractor shall include user guide and mounting instructions, mounting strips and other materials, as may be determined by the Authority to be required with the distribution of each transponder. The camera-ready copy of any transponder kit materials will be provided by the Authority.

1.2.8.1. Transponder Inventory Management

The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, identifies and supports the transponder recall program and tracks transponder warranty.

181	The Contractor shall be responsible for ordering (if requested by the Authority), tracking and transporting the transponders at all CSC Facilities ,including the OCTA Store WIC.
182	The Contractor shall ensure that an adequate supply of transponders is available at all times. When the inventory reaches a pre-determined level identified in the Operations Plan the Contractor shall initiate order requests with the Authority, based upon existing inventory and forecasted requirements.
183	The Contractor shall ensure that an adequate supply of transponder mounting strips, user guides and mounting instructions, and shielded envelopes for transponders are available at all times to accommodate the transponders issued by the I-405 CSC and WIC and the OCTA Store WIC.

184	CSC issues multiple types of transponders, and as such, the Contractor shall be required to manage multiple types of transponders, possibly from multiple manufacturers/providers.
185	The Contractor shall receive shipments of transponders and shall reconcile shipment contents with electronic manifests provided by the transponder manufacturer. The waybill shall be reconciled against the original purchase order and scanned into the BOS for tracking and reconciliation purposes.
186	Monthly, the Contractor shall conduct a physical audit of the transponders that are under its physical control, including for the various transponder types and statuses and quantities. The audit shall compare the physical counts with the BOS counts by transponder type, location and status and completely reconcile any discrepancies. Transponder audit reports shall be included in the Monthly Operations Report.
187	The Contractor shall support the Authority in their periodic transponder audits that will be no more frequent than quarterly unless discrepancies are found.
188	The Contractor shall distribute new and recycled transponders, if applicable, using the FIFO inventory method.

1.2.8.2. Transponder Testing

Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Authority will provide Equipment for the testing and programming of transponders.

189	The Contractor shall test one hundred (100) percent of the switchable transponders and ten (10) percent of each roll of sticker tags in each shipment when the transponders are received from the manufacturer. This testing shall include but not be limited to <ul style="list-style-type: none"> • verifying that the transponders function and are correctly encoded; • reading the transponder serial number and verifying that the transponder label, barcode and internal coding are consistent and • ensuring the transponders can be read by simulating functionality on the road.
190	The Contractor shall return the transponders which fail the testing to the manufacturer in accordance with the Operations Plan.

1.2.8.3. Transponder Return to Manufacturer

When transponders are determined to be defective but have not exceeded their manufacturer's warranty, they are returned to the manufacturer for replacement under warranty.

191	The Contractor shall track transponder warranty status and manage and resolve all warranty issues with the transponder manufacturer.
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192	The Contractor shall be responsible for ensuring all transponders found to be defective and still under the manufacturer’s warranty are returned to the manufacturer, according to the manufacturer’s specified return material authorization (RMA) process.
193	The Contractor shall be responsible for storage of transponders subject to return until such time that the transponder manufacturer accepts the returned transponders.
194	The Contractor shall be responsible for shipment of the transponders identified for return to the manufacturer.
195	The Contractor shall track the warranty returns and confirm that the Authority receives the proper credit for the transponders returned under warranty in accordance with the Authority’s agreements with the manufacturer.

1.2.9. Registration Hold

California law allows toll agencies to place a hold on DMV vehicle registrations due to unpaid toll Violations. Based on the Business Rules, Operations Plan and SOPs, a Registration Hold may be utilized to enforce payment of a Violation(s).

196	The Contractor shall place and release Registration Holds using BOS functionality and in accordance with the Business Rules, Operations Plan and SOPs.
197	The Contractor shall coordinate with the applicable DMV or Third-Party Service Provider responsible for placing Registration Holds on the vehicle registrations and respond to any requests that the entity may have.
198	The Contractor shall respond to requests from customers related to Registration Holds and the process for releasing the Registration Hold(s).
199	The Contractor shall initiate a release of the Registration Hold(s) in real-time for customers who have satisfactorily resolved the condition(s) which caused the Registration Hold(s).
200	The Contractor shall reconcile and account for all payments to the DMV for Registration Hold placement and for any payments collected by the DMV from the Authority’s customers.
201	The Contractor shall support all DMV Registration Holds or other enforcement methods allowed by interstate Interoperability enforcement agreements.

1.2.10. Collections

This Collections process covers the assignment of past due amounts on delinquent FasTrak accounts, and delinquent Violations to the Collection Agencies provided by the Contractor. Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to Collections. Unpaid transactions/trips and fees on FasTrak accounts that are delinquent may also escalate to Collections.

Delinquent Violation debts are placed with a Collection Agency.

The process of assigning unpaid transactions/trips, Violations, fees and penalties to Collections is called Collections Placement, and is an automated BOS process. However, based on the Business Rules, each Collections Placement may require a quality review and/or the Authority’s approval before the Collections Placement file is submitted to the applicable Collection Agency.

Prior to a Collections Placement, the Authority may require the Contractor to perform outgoing calls or mail a pre-collections letter to alert an individual of an impending Collections Placement and allow one more chance to make a payment.

The Collection Agencies will provide regular collection activity updates to the BOS by electronic interface. Payments for transactions/trips in Collections can be made to the Collections Agency or to the CSC. The Contractor will manage, monitor and reconcile the transfer of Collections Placement files and revenue collected by the Collection Agencies and the CSC.

202	The Contractor shall provide the Collection Agencies.
203	The Contractor shall support outbound collections calls and letters prior to Collections Placements.
204	The Contractor shall verify that the BOS is performing Collections Placements according to the Business Rules, Operations Plan and SOPs.
205	While it is expected that the Collection Agencies will be the primary payment processors for debts in Collections, the Contractor shall accept payments for amounts in Collections.
206	The Contractor shall verify that the Collection Agencies are accurately updating the BOS and shall work directly with the Collection Agencies to completely and accurately resolve any issues in a timely manner, including identification and resolution of any discrepancies between what the BOS identifies is in Collections and what Collection Agencies say is in Collections.
207	Using the BOS and other data sources as necessary, the Contractor shall perform reconciliations including but not limited to: <ul style="list-style-type: none"> • reconcile files received from the Collection Agencies to the BOS to ensure the files received from the Collection Agencies are correctly Posted to the BOS; • reconcile outstanding Collections balances per the BOS to outstanding Collections balances per the Collection Agencies on a monthly basis, and research and resolve discrepancies and • reconcile amounts collected by the CSC in relation to Collections Placements sent to the Collection Agencies. There should be no duplicated revenue collections on the same Collections Placement.
208	The Contractor shall review and verify invoices submitted by Collection Agencies, along with required backup documentation and providing feedback to the Authority.
209	The Contractor shall provide a financial reconciliation between the BOS and the Collection Agencies for a specific customer account at the Authority’s request.

210	The Contractor shall provide assistance to the Collection Agencies regarding the research of disputes when customers contact the Collection Agencies and shall coordinate the resolution with the Collection Agencies.
211	The Contractor shall update the BOS when notified by a Collection Agency that a customer has been allowed to establish a settlement arrangement to pay a lesser amount or to make periodic payments.

1.2.11. Bankruptcy

The Contractor shall receive and process Notification of bankruptcies related to amounts owed to the Authority by customers. The laws related to bankruptcy are very specific and must be followed closely from initial Notification through final resolution and potentially transaction Write-Off.

212	The Contractor shall comply with bankruptcy laws.
213	The Contractor shall document receipt of Notification of bankruptcy within the BOS and place applicable transactions on hold pending the outcome of the bankruptcy process.
214	The Contractor shall remove DMV Holds for trips subject to bankruptcy proceedings.
215	The Contractor shall communicate with the Collection Agencies, as necessary, related to a bankruptcy Notification.
216	The Contractor shall discontinue collection efforts with the Franchise Tax Board for trip subject to bankruptcy proceedings.
217	The Contractor shall update the status of the bankruptcy in the BOS upon notification of changes or the resolution and perform the necessary steps to ensure that the BOS accurately reflects the outcome including but not limited to dismissing amounts due, processing Write-Offs and reinstating Violations.
218	The Contractor shall send copies of bankruptcy Notifications to the Authority.
219	The Authority will notify the Contractor of any bankruptcy proceedings for which the Authority receives Notifications. The Contractor shall update the status of the bankruptcy in the BOS accordingly and notify the applicable Collection Agency.
220	The Contractor shall follow up with, provide information and respond to requests from all parties including but not limited to customers, attorneys, the bankruptcy courts and the Authority related to a customer bankruptcy proceeding.

1.2.12. Violation Investigative Review (Disputes), Administrative Review and Hearing Support

When a violator receives a Violation Notice, they can contest (dispute) it. Disputes shall be tracked as Cases in the BOS. The Contractor shall follow California Vehicle Code Section 40250 et seq. with respect to disputes and Administrative Review Hearings.

221	The Contractor shall manage disputes, subsequent resolutions, and support Administrative Reviews.
222	The Contractor shall receive, research, document and resolve all customer disputes.
223	The Contractor shall investigate all customer disputes to determine if the contesting person (ROV) is responsible for the Violation.
224	The Contractor shall mail the results of the investigation to the person who contested the Violation.
225	When the person contesting a Violation is not satisfied with the results of the Contractor's investigation, they may request an Administrative Review Hearing. The Contractor shall schedule all Administrative Review Hearings and collect payment from the customer in accordance with California Vehicle Code and Authority's Business Rules and SOPs.
226	The person contesting a Violation can request a waiver of deposit due to financial hardship. The Contractor shall verify that the person is eligible for financial hardship via verification of their W-9 or other Authority Approved process.
227	The Contractor shall adhere to the California Vehicle Code Violation dispute process and Authority policies.
228	Once an Administrative Review Hearing is requested, the Contractor shall again review the dispute and organize all related information, using primarily the Evidence Package reports from the BOS, and provide the Authority and the Administrative Hearing Officer with all relevant documentation in a comprehensive Evidence Package.
229	The Contractor shall develop the processes, for Approval by the Authority, for the hiring and scheduling of Administrative Hearing Officers in compliance with all applicable statutes and manage the entire Administrative Review and Hearing process.
230	The Contractor shall be readily available in-person to the Contractor-hired Administrative Hearing Officer during the Administrative Review Hearing. Contractor personnel shall be available and support the process per the SOPs and as requested by the Authority.
231	The Contractor shall provide a Spanish-speaking interpreter to attend and support all applicable Administrative Review Hearing.
232	The Contractor shall implement all required actions resulting from the Administrative Review Hearing process.
233	The Contractor shall offer and process reduced Violation penalties in accordance with the Business Rules, Operations Plan and SOPs.
234	The Administrative Review Hearing will result in either the Violation(s) being dismissed or violator being required to make payment. The Contractor shall make adjustments to the balance due and/or collect payment from the customer and provide notification.

1.2.13. Banking and Lockbox Services

The banking and merchant services for the CSC are comprised of the following:

- **Banking Services** – Banking Services are comprised of the Authority provided depository accounts into which merchant and other deposits are made. The Authority has selected and contracted with a Banking Services provider.
- **Merchant Services** – Contractor-provided merchant services are comprised of the payment processor and acquiring bank.
- **Refund Account(s)** – Bank Account(s) from which customer refunds are made. The Refund Account(s) is part of the Authority’s Banking Services.
- **Lockbox** – The Contractor may elect to provide and use a Lockbox Service Provider to receive and process all mailed payments related to customer accounts and Violations.

The Authority will retain ownership of the Bank Accounts and will provide the Contractor with the necessary access to act and transact on behalf of the Authority. The Contractor will provide the Merchant Service Provider; the Authority will be the merchant of record for all Merchant Service Providers.

235	The Contractor shall reconcile the BOS reports to the bank, all customer payments, Lockbox (if applicable) and merchant accounts on a daily basis.
236	The Contractor shall utilize the Authority’s Banking Services and Contractor’s MSPs to fulfill the requirement(s) of the bank and MSPs.
237	The Contractor shall utilize and manage the Authority refund process and associated Refund Account(s) to disburse customer refunds which require the issuance of a check. The Contractor shall reconcile and report on the refund activities.
238	The Contractor shall coordinate with the Authority-provided armored services with daily pickup at the I-405 CSC and WIC.
239	The Contractor shall manage a Refund Account from which they will issue checks for the Authority.
240	The Contractor shall issue all refunds, including checks.
241	The Contractor shall process any Lockbox Exceptions transmitted by the Lockbox Service Provider within the same day the payment was received from the customer.

1.2.14. Closing Procedures

242	The Contractor shall perform closing procedures in an accurate and timely manner in accordance with the Performance Measures, including but not limited to:
	<ul style="list-style-type: none"> • perform Posting Day close to finalize counts and revenue for the Revenue Day; • perform month-end close on the last Posting Day of the calendar month and • perform year-end close on the last Posting Day of the Fiscal Year.

1.2.15. Escheatment (unclaimed property)

243	The Authority follows statutory requirements with regard to uncashed checks issued as a form of refund to customers, violators and other funds deemed unclaimed by the Authority.
244	The Contractor shall work with the Authority to follow the Escheatment process.
245	The Contractor shall maintain a register of all uncashed checks. The register shall indicate an unique identification number, such as account number or violator ID number, the name, address, check #, amount of check, check issue date, reason for check issuance, check reversal date, and reason for reversal, if applicable.
246	The Contractor shall provide the Authority with lists of the uncashed checks eligible for Escheatment and those that have completed the Escheatment process.
247	The Contractor shall provide information and conduct research as requested by the Authority related to uncashed checks and unclaimed funds.
248	The Contractor shall reissue checks at the Authority's direction.
249	The Contractor shall identify the funds as Escheated in the BOS as directed by the Authority.
250	Prior to Escheatment, the Contractor will advertise a Notice of Publication of Unclaimed Funds that will run once a week for two (2) weeks.
251	When no inquiries are received, the checks will revert back to the Authority. The Authority will provide the Contractor with a list of funds to either reissue a check for or to revert back to the Authority.

1.2.16. Write-Offs

The BOS will provide the capability for the Contractor to monitor, conduct, and report on Write-Offs of unpaid balances or aged amounts.

252	The Contractor shall develop a Write-Off procedure that complies with legislation and the Authority's policies.
253	Contractor shall configure BOS to perform automatic Write-Offs based on the Business Rules for unpaid balances which meet the Approved criteria.
254	Contractor shall monitor the automatic Write-Offs performed by the BOS and report on these to the Authority on a monthly basis.

1.2.17. Reconciliations

The Contractor shall be responsible for the management of the financial operations of the CSC, including the balancing and reconciliation of all Financial Transactions.

255	The Contractor's balancing and reconciliation activities, which shall be provided to the Authority on a weekly and monthly basis, shall include but are not limited to:
	<ul style="list-style-type: none"> • perform daily balancing and close-out of all shifts;

	<ul style="list-style-type: none"> perform daily balancing of all mailed-in payments;
	<ul style="list-style-type: none"> perform daily and monthly reconciliation of all Bank Accounts;
	<ul style="list-style-type: none"> perform daily and monthly reconciliation of all merchant account activity and fees, including but not limited to Credit Cards and Debit Cards and
	<ul style="list-style-type: none"> perform daily and monthly reconciliation of all Lockbox activity.
256	The Contractor shall develop a process for identifying, reporting and resolving all errors and discrepancies, which shall be included in the Operations Plan.
257	<p>The Contractor shall perform other financial and transactional reconciliations in an accurate and timely manner, to be provided to the Authority for review, in accordance with the Performance Measures, including but not limited to:</p> <ul style="list-style-type: none"> perform daily, monthly and annual reconciliation of all transactions; perform daily, monthly and annual reconciliation of all Interoperable Agency transactions; perform daily, monthly and annual reconciliation of all transactions placed at a Collection Agency; perform daily, monthly and annual reconciliation of all Third-Party Service Provider payments and perform quarterly reconciliation and analysis of accounts receivable for the purpose of recording a provision for uncollectible accounts receivable journal entry.
258	The Contractor shall perform monthly reconciliations of all Financial Accounts, including roll-forward schedules from prior periods, which will be provided to the Authority for review.
259	The Contractor shall reconcile all payments received from all payment channels within one day of posting to the system. This shall include the identification and resolution of all reconciliation discrepancies.
260	<p>The Contractor shall perform reconciliations, including but not limited to:</p> <ul style="list-style-type: none"> detailed reconciliation of transactions/trips and revenue, by facility and transaction type; Bank Accounts; refunds by refund type; prepaid account balances; transponder deposits; aged accounts receivable; fees revenue;

	<ul style="list-style-type: none"> penalties;
	<ul style="list-style-type: none"> Write-Offs;
	<ul style="list-style-type: none"> payment transactions and
	<ul style="list-style-type: none"> other cost items and revenues.

1.2.18. Financial Reporting

The Authority reports on a Fiscal Year beginning July 1 and ending June 30. As a public-sector entity, the Authority’s basic financial statements are presented in compliance with pronouncements in accordance with the Governmental Accounting Standards Board (GASB) and in conformity with GAAP.

While most Financial Transactions are captured automatically through the BOS, some level of manual entry may be required. Reports, including electronic reports and data exports from the BOS, are the primary means by which the Authority will capture financial information related to the operation of the CSC. The financial reports consist primarily of various BOS-generated reports which summarize the financial and operational performance of the CSC. While most reports are automated, the Contractor is expected to provide manual reports for information that is not automated as requested by the Authority.

261	The Contractor shall utilize BOS-generated reports Approved by the Authority to fulfill reporting needs as described in the Reporting and Reconciliation Plan.
262	The Contractor shall provide all financial reconciliation and reports to the Authority in a timely manner, but no later than the date(s) prescribed in the Performance Measures.
263	The Contractor shall provide all data to the Authority in compliance with pronouncements issued by GASB and in conformity with GAAP.
264	The Contractor shall perform ongoing review of reports at a frequency sufficient to guarantee all reports balance and reconcile to related reports.
265	<p>The Contractor shall balance, reconcile and verify the content of the reports, including but not limited to:</p> <ul style="list-style-type: none"> daily receipts report (by payment method, payment channel and transaction type, including disbursements); monthly receipts report (by payment method, payment channel and transaction type, including disbursements); bank reconciliations; prepaid toll balance; refunds;

	<ul style="list-style-type: none"> • payments to DMVs and other Registered Owner of Vehicle (ROV) Lookup Provider for lookup and Registration Hold fees;
	<ul style="list-style-type: none"> • negative balance prepaid customer report;
	<ul style="list-style-type: none"> • transaction aging report;
	<ul style="list-style-type: none"> • customer aging report for Violation Notices, fees, etc.;
	<ul style="list-style-type: none"> • monthly adjustment report as required by the Authority and
	<ul style="list-style-type: none"> • transponder inventory reconciliation.
266	The Contractor shall enter journal entries, check payments and other Financial Transactions into the Authority’s general ledger systems on a daily, weekly and monthly basis.
267	The Contractor shall, at the request of the Authority, provide new vendor setup, including soliciting and providing W9 of the new vendor and setting up vendor information in the Authority’s accounting systems.

1.2.18.1. Audits

1.2.18.1.1. SSAE-18 Type II Audit

The Contractor shall engage an independent auditor to perform an SSAE-18 Type II audit to cover the operations of the CSC and provide the resulting SOC1 report to the Authority. The auditors have a fiduciary duty to the Authority; however, the coordination of the audit, including managing the audit and related requests, managing interviews with staff, and the preparation of any supporting documentation or schedules shall be the responsibility of the Contractor.

268	The Contractor shall engage an independent auditor, which has been Approved by the Authority to perform the SSAE-18 Type II audit.
269	The selected independent auditor shall be experienced and widely recognized in the United States for performing these types of audits. (i.e., the selected audit firm shall perform a minimum of ten (10) such similar audits each year).
270	The Contractor and auditor shall mutually agree on an audit plan, which shall be provided to the Authority for Approval, including regularly scheduled meetings.
271	The audit shall cover the period of April 1 to March 31 annually, supplemented by a bridge letter covering the period of April 1 through June 30 annually, with the first year covering the Agreement start date through March 31 and the last year covering April 1 through the end of the Agreement Term. The audit periods are deliberately set to include an offset and a bridge letter so that the Authority’s auditors have the SOC1 report in time to start their audit work.
272	The final SOC1 report shall be provided to the Authority no later than June 30 each year.

273	The Contractor shall comply with all changes to requirements under SSAE-18; in the event SSAE-18 is replaced by a new standard, the new standard shall apply and in the event the SOC1 is replaced by a new reporting form, the Contractor shall submit the new reporting form.
274	The Contractor shall promptly comply with all audit requests.
275	The Contractor shall promptly notify the Authority of any concerns raised by the auditors, including but not limited to: <ul style="list-style-type: none"> • any asserted weaknesses; • limitations on audit scope; • the auditors' inability to carry out the audit; • the Contractor's inability to carry out the audit; • any projected cost overruns and • time delays in scheduled audit completion.
276	If there is a material change to the Contractor's operations, the Contractor shall update the initial SOC 1 report and include it on the update to ensure the Contractor is in compliance with the SSAE-18 attestation standards.

1.2.18.1.2. Quality Audit

The Contractor shall conduct daily quality audits. These audits shall encompass all aspects of the CSC Operation as described in the Quality Plan. The Contractor must develop an audit report and provide it to the Authority monthly.

277	The Contractor shall conduct daily quality audits in accordance with the Contractor's Quality Plan. All deficiencies identified through the audit process shall be successfully corrected by the Contractor. The findings in the audits will result in a monthly report to the Authority.
278	The Contractor shall institute any corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.

1.2.18.1.3. Other Audits

Other aspects of the CSC are subject to audit by the Authority and/or third parties as well as the Contractor. Results of audits conducted by the Authority and/or third parties, including any prepared audit reports, will be shared with the Contractor, as applicable.

279	The Contractor shall conduct and/or support the Authority in any Contractor required or Authority led audits relating to the Authority's facilities, toll collection, BOS, and CSC Operations. For example, TIFIA, annual external audits, biennial and triennial audits.
280	The Contractor shall conduct audits in accordance with the Quality Plan. These audits may include but are not limited to:
	• internal control procedures;
	• revenue/transaction reporting;
	• physical inventory audit;
	• security audits;
	• financial audit;
	• facility inspections and • Authority processing and performance.
281	As the accountant for the CSC Operations, the Contractor shall supply the Authority's auditor(s) and management with information and schedules as requested and respond to requests from the Authority or its auditors in a timely manner.
282	The Contractor shall provide the Authority and their designee(s) access to the CSC for the purpose of conducting their audit(s).
283	The Contractor shall support the Authority by running reports and making all requested documentation available for review.
284	The Contractor shall support the Authority by making Contractor employees, consultants and other involved subcontractors and parties available for interview by auditors.
285	The Contractor shall successfully correct all deficiencies identified through the audit process.
286	The Contractor shall institute all corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.

1.2.19. Revenue Management

287	The following forms of payment will be accepted by CSC. The Contractor shall account for, credit to the customers' accounts and deposit into the appropriate Bank Account(s) all payments in accordance with the Performance Measures:
	• checks (including personal, business, e-check, certified and cashier's checks);
	• money orders;

	<ul style="list-style-type: none"> • cash (United States currency);
	<ul style="list-style-type: none"> • Credit Card, including mobile payments and EMV chip integrated circuit card (at in-person locations only) and
	<ul style="list-style-type: none"> • Debit Card (PIN-less debit only).
288	Using the BOS, the Contractor shall accept payments from customers who use any combination of the above payment methods. For example, customers can choose to pay a portion of their balance using a check and another portion using a Credit Card, or using two (2) or more different Credit Cards.
289	The Contractor shall deposit and post to customer accounts all payments received from all payment channels within the same day the payment was received from the customer.
290	The Contractor shall deposit any checks received by the CSC electronically using bank-specified check scanners, which shall interface with the bank software.
291	The Contractor staff shall manually key in check information in the event of a check scan failure.
292	The Contractor shall manually apply in the BOS any fees which are not automatically applied through the BOS, in accordance with the Business Rules, Operations Plan and SOPs. Examples of these fee types are a returned check fee or a one-time paper statement fee, which must be selected by the user.
293	The Contractor shall post all customer payments received by operations into the BOS.
294	The Contractor shall develop a full-cycle chain of custody process (such as, how payments transfer from the mail room to an Authority employee for Posting to the bank for deposit) for all payments and cash balances which shall be included in the Operations Plan.
295	The Contractor shall develop and implement money handling, counting and storage procedures that cover items including but not limited to: <ul style="list-style-type: none"> • responsibility for all funds until custody of the funds has passed to the Authority; • all monies (checks and cash) collected shall be stored in a safe in a secure area until collected or deposited by the bank; • all money handling, counting and storage shall be performed in a secure area and under dual control at all times and • cash shall not be transported through public areas without appropriate security.
296	The Contractor shall deposit all monies received into the Authority's Bank Accounts.
297	On a daily basis, the Contractor shall reconcile, balance and report to the Authority all bank deposits of funds received.
298	The Contractor shall develop and implement customer refund procedures in accordance with the Business Rules to be included in the Operations Plan.

299	<p>The Contractor shall remit monies to and collect monies from various parties in accordance with the Performance Measures and Operations Plan. Such remittances may be made by check, wire transfer, or book transfer, and may be made by either the Contractor or the Authority, in accordance with the Operations Plan and shall include but are not limited to payments to and from:</p> <ul style="list-style-type: none"> • customers; • the Authority; • Interoperable Agencies; • Lockbox Service Provider; • DMV; • Collection Agencies and • Third-Party Service Providers.
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1.2.20. Paper Document Storage

The CSC receives and generates paper documents over the course of daily business. These hard copy documents are scanned into the BOS for easy retrieval and association with applicable accounts and Cases on a timely basis and paper documents are shredded. It is anticipated that document storage needs will be minimal and any required space will be provided by the Authority at the I-405 CSC Facility.

300	The Contractor shall provide and Approved approach for the handling, storage, scanning and shredding of all paper documentation in accordance with the Security Standards.
301	The Contractor shall scan all paper documentation into the BOS associating each appropriately with applicable account(s) and Case(s).
302	The Contractor shall redact information in accordance with the Security Standards, Business Rules, Operations Plan and SOPs on the document prior to scanning the paper documentation into the BOS.
303	The Contractor shall shred and dispose of all paper documentation after it has been successfully scanned in accordance with the Security Standards.

1.2.21. Interoperability

The Authority is already Interoperable with the other toll agencies in California. Over the life of this Agreement, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority will participate in regional and national Interoperability.

The Contractor will work in cooperation with all Interoperable Agencies and CSC facilities, and support the Authority with efforts to provide for efficient and successful operation.

304	Working with the Interoperable Agencies, the Contractor shall facilitate the resolution of interface related issues or errors.
305	The Contractor shall provide financial and transactional reconciliation with Interoperable Agencies.
306	The Contractor shall participate in periodic teleconferences and meetings related to Interoperability and other Interoperability organizations.
307	The Contractor shall provide a point of contact for resolution of issues arising with Interoperable transactions/trips and customer service including dispute resolution.
308	The Contractor shall monitor and manage the electronic file transfers within the BOS as required.
309	The Contractor shall manage and reconcile Interoperable receivables and payables.
310	The Contractor shall provide annual Credit Card rate analysis for the Interoperable Agencies and facilities with which the OCTA I-405 will have an agreement to net out Credit Card fees from revenue. The Contractor shall prepare the netting schedule that provides the net amount that the agencies/facilities transmit to each other.

1.2.22. CSC Operations Support for Ramp-Up Customer Services

During Ramp-up/Customer Services and approximately 90 days prior to the anticipated Go-Live and I-405 revenue operations commencement, the Contractor will begin providing customer service. It is anticipated that the mailing of transponders will be delayed until approximately one (1) month prior to the anticipated I-405 Go-Live and at that point I-405 customers will begin creating transactions on interoperable facilities.

311	<p>During Ramp-up/Customer Services and approximately 90 days prior to the anticipated Go-Live and I-405 revenue operations commencement, the Contractor will begin providing customer service. It is anticipated that the mailing of transponders will be delayed until approximately one (1) month prior to the anticipated I-405 Go-Live and at that point I-405 customers will begin creating transactions on interoperable facilities.</p> <ul style="list-style-type: none"> • customer contact; • account creation; • account management; • transponder management and distribution; • financial reconciliation; • support for customers using interoperable facilities; • interoperability agency support; • customer service at CSC WIC for walk-in customers;
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	<ul style="list-style-type: none">• support of OCTA staff at the OCTA Store WIC and
	<ul style="list-style-type: none">• I-405 CSC and WIC facility support as required.

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EXHIBITS

- Exhibit A – Definitions and Acronyms
- Exhibit B - Scope of Work and Requirements
- Exhibit C - Preliminary Implementation Schedule
- Exhibit D - CONTRACTOR Price Proposal
- Exhibit E – Milestone Payment Schedule
- Exhibit F - Level 1 Health, Safety and Environmental Specifications

ATTACHMENTS

- Attachment A - DBE Participation Commitment Form

PROPOSED AGREEMENT NO. C-0-2690

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this _____ day of _____, 2021 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public entity (hereinafter referred to as "AUTHORITY"), _____, _____, _____ (hereinafter referred to as "CONTRACTOR") each individually known as "Party" and collectively known as the "Parties".

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to design, implement, install and maintain a Back Office System (BOS) and to operate a Customer Service Center (CSC) for the planned 405 Express Lanes (the "Project"); and

WHEREAS, the Work necessary to implement the Project cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, CONTRACTOR has represented that it has the requisite personnel and experience, and is capable of performing the Work; and

WHEREAS, CONTRACTOR wishes to perform the Work; and

WHEREAS, AUTHORITY has entered into a cooperative agreement with the State of California, acting by and through its Department of Transportation ("Caltrans"), AUTHORITY AGREEMENT No. C-4-1847, for, among other things, the development of a new tolled express facility on Interstate 405 generally between State Route 73 and Interstate 605 ("405 Express Lanes"); and

WHEREAS, pursuant to Streets and Highways Code § 143, AUTHORITY has entered into a Toll Operating Agreement with Caltrans wherein AUTHORITY will, among other things, lease the 405 Express

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1 Lanes for a term of 40 years and operate and maintain a toll collection system on the 405 Express Lanes;
2 and

3 **WHEREAS**, AUTHORITY has entered into a contract with OC 405 Partners, Joint Venture
4 ("Design-Build Contractor"), to design and construct the 405 Express Lanes pursuant to AUTHORITY
5 Contract No. C-5-3843 (the "Design-Build Contract"); and

6 **WHEREAS**, AUTHORITY has entered into a contract with Kapsch TrafficCom USA, Inc. for the
7 405 Express Lanes Electronic Toll and Traffic Management System; and

8 **WHEREAS**, AUTHORITY will enter into a procurement for a roadside service contractor for the
9 I-405; and

10 **WHEREAS**, The Parties intend for this AGREEMENT to be a comprehensive agreement
11 obligating CONTRACTOR to perform all Work, as more particularly described in the AGREEMENT and
12 all attached documents; and

13 **WHEREAS**, the AUTHORITY's Board of Directors authorized this AGREEMENT on_____.

14 **NOW, THEREFORE**, it is mutually und understood and agreed by AUTHORITY and
15 CONTRACTOR as follows:

16 **ARTICLE 1. COMPONENTS OF AGREEMENT/INTERPRETATION**

17 A. AGREEMENT: This AGREEMENT, including all attached documents, as defined in the
18 attached Exhibit A, entitled "Acronyms & Definitions", constitutes the complete and exclusive statement
19 of the terms and conditions of the agreement between AUTHORITY and CONTRACTOR for the Work
20 and supersedes all prior representations, understandings and communications. The invalidity in whole
21 or in part of any term or condition of this AGREEMENT shall not affect the validity of other terms or
22 conditions. Terms capitalized herein shall, unless otherwise defined herein, have the same meaning as
23 set forth in Exhibit A. Where this AGREEMENT uses the term "including" it shall mean including but not
24 limited to, unless otherwise specifically indicated.

25 B. AGREEMENT Interpretation: This AGREEMENT and each of the attached documents
26 are an essential part of the Parties' agreement and should be interpreted in a manner which harmonizes

1 their provisions. However, if an actual conflict exists, the following descending order of precedence shall
2 apply:

- 3 1. AGREEMENT amendments adopted in accordance with this AGREEMENT;
- 4 2. This AGREEMENT, including Exhibit A attached hereto;
- 5 3. Exhibits B-F attached hereto;
- 6 4. RFP 0-2690, which is incorporated herein by reference;
- 7 5. The CONTRACTOR Proposal dated XXX yy, 2021 which is incorporated herein
8 by reference; and
- 9 6. Other documents incorporated by reference under this AGREEMENT.

10 C. In the case of conflict, and notwithstanding the order of precedence, the most stringent
11 requirement as determined by the AUTHORITY shall govern, unless otherwise agreed-to in writing by
12 the AUTHORITY.

13 D. Performance by Parties: A Party's failure to insist in any one or more instances upon the
14 other Party's performance of any terms or conditions of this AGREEMENT shall not be construed as a
15 waiver or relinquishment of that Party's right to such performance by the defaulting Party or to future
16 performance of such terms or conditions and that Party's obligation in respect thereto shall continue in
17 full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY
18 except when specifically confirmed in writing by an authorized representative of the AUTHORITY by way
19 of a written amendment to this Agreement and issue in accordance with the provisions of this Agreement

20 E. CONTRACTOR shall only commence work covered by an amendment after the
21 amendment is executed and notification to proceed has been provided by AUTHORITY.

22 **ARTICLE 2. AUTHORIZED DESIGNEES**

23 A. The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act
24 for and exercise any of the rights of AUTHORITY as set forth in this AGREEMENT.

25 B. In its letter of transmittal accompanying CONTRACTOR's Proposal, the CONTRACTOR
26 designated [name] _____ as an officer of the CONTRACTOR, who

1 shall be authorized to sign this AGREEMENT and any amendments to this AGREEMENT and to speak
2 for and make commitments on behalf of the CONTRACTOR.

3 **ARTICLE 3. SCOPE OF WORK AND REQUIREMENTS**

4 A. CONTRACTOR shall perform the Work in accordance with the attached Exhibit B, entitled
5 “Scope of Work and Requirements”, in a manner satisfactory to AUTHORITY.

6 B. In performing this AGREEMENT, CONTRACTOR shall be responsible for developing,
7 operating, and maintaining a BOS that handles the funds of others, documents, and processes financial
8 transactions, and maintains the integrity of customer personal information and financial records. With
9 respect to its obligations under this paragraph B, the CONTRACTOR shall have a fiduciary duty to
10 AUTHORITY, its customers, and to the users of the BOS. The CONTRACTOR shall exercise its
11 responsibilities prudently and shall institute all appropriate mechanisms for the custody and administration
12 of funds and records.

13 C. CONTRACTOR shall provide all resources, personnel, Equipment, Software and supplies
14 necessary to perform the Work. The CONTRACTOR shall provide the Work in a competent and
15 professional manner, in conformance with the highest industry standards, to the satisfaction of
16 AUTHORITY. AUTHORITY shall be entitled to full and prompt cooperation by CONTRACTOR in all
17 aspects of the Work. The AUTHORITY shall have the right to inspect the performance of such Work at
18 any time, and CONTRACTOR shall fully and promptly cooperate with the AUTHORITY in the execution
19 of such inspections.

20 **ARTICLE 4. CONTRACTOR’S PERSONNEL**

21 A. Non-Key Personnel:

22 1. CONTRACTOR agrees that it will at all times employ, maintain and assign a
23 sufficient number of competent and qualified professionals and other personnel to perform the Work in a
24 timely manner.

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1 2. CONTRACTOR warrants and represents that its staff personnel and
2 Subcontractors have the proper skill, training, background, knowledge, experience, rights, authorizations,
3 integrity, character, and licenses necessary to perform the Work in a competent and professional manner.

4 B. At the request of AUTHORITY, in its sole discretion, CONTRACTOR shall promptly
5 remove from assignment to the performance of Work pursuant to this AGREEMENT any employee,
6 Subcontractor, or any other person performing Work hereunder. AUTHORITY's request to remove an
7 employee or Subcontractor shall have no bearing on CONTRACTOR's decision to retain the employee
8 or Subcontractor for work outside of this AGREEMENT. AUTHORITY shall bear no responsibility for any
9 such decision by CONTRACTOR.

10 C. Key Team Personnel:

11 1. CONTRACTOR's Project Manager identified in the Proposal is a "Key Team
12 Personnel" and shall act as the primary point of contact in all matters on behalf of CONTRACTOR. The
13 Project Manager shall assign other individuals as contacts with regard to specific functional areas of the
14 Work, subject to the Approval of the AUTHORITY.

15 2. CONTRACTOR shall provide the personnel listed below, which are hereby
16 designated as Key Team Personnel under this AGREEMENT:

Name	Function

17 3. Exhibit B, Scope of Work and Requirements, identifies certain other job categories
18 as Key Team Personnel for the AGREEMENT. CONTRACTOR identified Key Team Personnel assigned
19 to this Project in its Proposal, who shall be Approved as part of the Project Management Plan.
20 CONTRACTOR acknowledges that the award of this AGREEMENT to CONTRACTOR was based in
21 significant part on the qualifications of such Key Team Personnel and CONTRACTOR's representation
22 that they will be made available to perform the Work to completion, which availability is a material term of
23 /

1 this AGREEMENT. Key Team Personnel shall be required to work in the position indicated in the
2 Proposal and in the Approved Project Management Plan.

3 4. No Key Team Personnel shall be removed or replaced by CONTRACTOR, or
4 have any significant change in function or any significant reduction in the level of commitment, without
5 the prior written consent of AUTHORITY. Should AUTHORITY determine during the Term of the
6 AGREEMENT that the list of Key Team Personnel does not include personnel essential to the successful
7 performance of the Work, the AUTHORITY may require the CONTRACTOR to add any existing job
8 category/function to such list.

9 5. If AUTHORITY becomes dissatisfied with the performance of any person
10 designated as Key Team Personnel, AUTHORITY shall notify CONTRACTOR in writing. Within fourteen
11 (14) Business Days of receipt of such Notice, the CONTRACTOR shall either propose a replacement
12 person for evaluation and Approval by AUTHORITY or present to AUTHORITY a thirty (30) Calendar
13 Day plan for correcting the incumbent's performance deficiencies. If AUTHORITY rejects the
14 replacement person for evaluation, then CONTRACTOR shall propose another replacement person
15 within fourteen (14) Business Days, which process shall be followed until CONTRACTOR proposes a
16 replacement person acceptable to AUTHORITY. If AUTHORITY rejects the plan of correction, or
17 Approves the plan of correction, but the incumbent's performance deficiencies are not corrected to
18 AUTHORITY's satisfaction within thirty (30) Calendar Days of AUTHORITY's Approval of the correction
19 plan, then the CONTRACTOR shall, propose to AUTHORITY a replacement person for evaluation and
20 Approval by AUTHORITY within the time and manner set forth above.

21 6. Should the services of any Key Team Personnel become no longer available to
22 CONTRACTOR, CONTRACTOR shall, within one (1) Business Day from the day CONTRACTOR
23 becomes aware that the Key Team Personnel is or will no longer be available, provide Notice to
24 AUTHORITY. The resume and qualifications of the proposed replacement shall be submitted to
25 AUTHORITY for Approval as soon as possible, but in no event later than fourteen (14) Business Days
26 after CONTRACTOR becomes aware that the Key Team Personnel is or will not be available.

1 AUTHORITY will respond to CONTRACTOR within seven (7) Business Days following receipt of these
2 qualifications concerning Approval of the replacement. As used in this paragraph, "no longer available
3 to CONTRACTOR" means that the Key Team Personnel is no longer employed by CONTRACTOR or is
4 otherwise physically unable to perform as required by this AGREEMENT for reasons such as health, for
5 a period of more than thirty (30) Calendar Days. In the event a Key Team Personnel member was
6 rendered physically unable to perform, but later is physically able to perform, CONTRACTOR shall notify
7 AUTHORITY and may return such Key Team Personnel to his or her position, subject to the
8 AUTHORITY's reasonable Approval. CONTRACTOR inability to provide a suitable replacement for a
9 period of more than thirty (30) Calendar Days whatever the reason, shall trigger the liquidated damages
10 for Unavailability set forth in Article 18.C.2 or 18.C.3, depending upon the position.

11 7. Reassignment by CONTRACTOR of a Key Team Personnel member without the
12 express Approval of AUTHORITY will automatically trigger liquidated damages for Unavailability set forth
13 in Article 18.C. 2 or 18.C.3, depending upon the position.

14 **ARTICLE 5. TERM OF AGREEMENT**

15 A. Initial Term: This AGREEMENT shall commence upon the Effective Date, and shall
16 continue in full force and effect for a period of up to nine (9) years through _____ ("Initial Term"),
17 unless earlier terminated or extended as provided in this AGREEMENT. The Initial Term is composed of
18 an Implementation Phase, and an Operations and Maintenance (O&M) Phase, beginning at Go-Live, of
19 six (6) years.

20 B. Extensions: AUTHORITY, at its sole discretion, may elect to extend the Initial Term of
21 this AGREEMENT up to an additional thirty-six months (36) months or any portion thereof ("Option Term
22 1"), and thereupon require CONTRACTOR to provide the Work and otherwise perform in accordance
23 with the Scope of Work and Requirements, and at the rates set forth in Exhibit D, entitled "CONTRACTOR
24 Price Proposal." AUTHORITY, at its sole discretion, may elect to extend the Initial Term, as extended by
25 Option Term 1, up to an additional twenty-four (24) months or any portion thereof ("Option Term 2"), and
26 thereupon require CONTRACTOR to continue to provide Work and otherwise perform in accordance with

1 the Scope of Work and Requirements and at the rates set forth in Exhibit D, CONTRACTOR Price
2 Proposal. The Initial Term and any extensions thereof shall be referred to as "Term" in this
3 AGREEMENT.

4 C. Extensions Not Constituting Waiver: AUTHORITY's election to extend the Initial Term
5 under Option Term 1 and/or Option Term 2, shall not diminish its right to terminate the AGREEMENT for
6 AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this AGREEMENT.
7 The maximum Term of this AGREEMENT shall be ~~thirteen (13)~~fourteen (14) years from the Effective
8 Date.

9 **ARTICLE 6. TIME AND SCHEDULE/COMPLETION DATES**

10 A. Schedule and Submittals:

11 1. CONTRACTOR's Submittal requirements and Submittal schedule shall be as set
12 out in CONTRACTOR's Approved Project Management Plan and CONTRACTOR's Approved Baseline
13 Implementation Schedule, in accordance with the Scope of Work and Requirements.

14 2. AUTHORITY's written Approval will be required for Submittals.

15 3. Within fifteen (15) Calendar Days from the Effective Date CONTRACTOR shall
16 submit a Baseline Implementation Schedule in a format acceptable to AUTHORITY for AUTHORITY's
17 review and Approval. The Preliminary Implementation Schedule at the time of the execution of the
18 AGREEMENT, included as Exhibit C, shall be the basis for the development of CONTRACTOR's
19 submitted Baseline Implementation Schedule. The Baseline Implementation Schedule shall propose
20 dates by which CONTRACTOR will (a) submit required permits, documents, applications, and design;
21 and (b) develop; deliver; install; test, and implement the required BOS, including all necessary
22 documents, Submittals, and Deliverables in support thereof. Sufficient information shall be shown on the
23 Baseline Implementation Schedule to enable proper control and monitoring of the tasks and subtasks in
24 the Scope of Work and Requirements.

25 4. Upon completion of the Baseline Implementation Schedule by the
26 CONTRACTOR to the satisfaction of AUTHORITY, the AUTHORITY will Approve the schedule, and it

1 will thereafter be deemed the Approved Baseline Implementation Schedule and will constitute the
2 schedule for the submittals set forth in paragraph 5 of this Article 6.

3 5. Progress of Work shall be measured against the Approved Baseline
4 Implementation Schedule and submitted to AUTHORITY monthly until the Project Implementation Phase
5 has been completed. Submission of monthly progress updates to the schedule shall not release or relieve
6 CONTRACTOR from full responsibility for completing the Work within the time set forth in the Approved
7 Baseline Implementation Schedule.

8 6. CONTRACTOR shall furnish sufficient resources to ensure the performance of
9 the Work in accordance with the Approved Baseline Implementation Schedule. If CONTRACTOR falls
10 behind in the performance of the Work as indicated in the Approved Baseline Implementation Schedule,
11 CONTRACTOR shall take such steps as may be necessary to improve its progress to ensure its
12 performance in accordance with the Approved Baseline Implementation Schedule. CONTRACTOR shall
13 manage the risks to the Approved Baseline Implementation Schedule to avoid any potential delays or
14 make every effort to work around any potential delays and mitigate the impact of delay.

15 7. CONTRACTOR shall be responsible for all delays in the Approved Baseline
16 Implementation Schedule, except delays in Approvals caused by Force Majeure events. However,
17 nothing in this section relieves CONTRACTOR of its responsibility to provide complete and accurate
18 Submittals and Deliverables that meet the requirements of the Scope of Work and Requirements.
19 Submittals rejected by AUTHORITY due to the CONTRACTOR's failure to meet the requirements of the
20 Submittal or Deliverable or to address the previous comments provided by AUTHORITY are not Force
21 Majeure events or otherwise excused events and CONTRACTOR shall be held responsible for all
22 associated delays.

23 8. If comments forms are established in the Project Management Plan to be used for
24 the resolution of questions and issues on a Submittal, the Submittal shall not be considered Approved
25 until all written comments are addressed to the satisfaction of the AUTHORITY. Such lack of Approval
26 shall be considered a rejection until such time as the comments are fully resolved.

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2 B. Guaranteed Completion Dates:

3 In executing this AGREEMENT CONTRACTOR is guaranteeing that the BOS will be fully
4 operational by the following specified dates, "Guaranteed Completion Dates", subject to any extensions
5 thereof Approved by AUTHORITY in accordance with this AGREEMENT:

6 1. The BOS shall have achieved Commencement of Ramp-up/Customer Services
7 as determined by AUTHORITY, within thirty (30) Calendar Days of Notice to Proceed for Ramp-
8 up/Customer Services, with such Notice to Proceed provided by AUTHORITY no earlier than one
9 hundred twenty (120) days prior to Go-Live date Approved by the AUTHORITY.

10 2. The 405 Express Lanes BOS shall have achieved Readiness for Go-Live as
11 determined by AUTHORITY, within seven hundred thirty-eight (738) Calendar Days from the Effective
12 Date.

13 3. In addition to all other rights and remedies available to AUTHORITY, if
14 CONTRACTOR fails to meet a Guaranteed Completion Date, as such Guaranteed Completion Date may
15 be extended pursuant to this AGREEMENT, the CONTRACTOR shall be subject to liquidated damages
16 as specified in Article 18, Liquidated Damages.

17 C. Delays:

18 1. If at any time CONTRACTOR fails to complete any activity by the completion date
19 in the Approved Baseline Implementation Schedule, unless previously excused by AUTHORITY in
20 writing, CONTRACTOR will be required, within seven (7) Calendar Days of AUTHORITY's request, to
21 submit to AUTHORITY a statement as to how it plans to return to compliance, including a recovery
22 schedule if directed by AUTHORITY.

23 2. If CONTRACTOR fails or refuses to implement measures sufficient to bring its
24 Work back into conformity with the Approved Baseline Implementation Schedule, it shall be considered
25 an Event of Default and AUTHORITY may exercise all rights provided herein therefor, including permitting
26 CONTRACTOR to proceed under specified conditions required by AUTHORITY.

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2 3. No AUTHORITY review or Approval of a schedule submitted by CONTRACTOR
3 shall release or relieve CONTRACTOR from full responsibility for the accurate, complete and timely
4 performance of the Work, including the accuracy and completeness of the schedules, or any other duty,
5 obligation or liability imposed on it by this AGREEMENT. AUTHORITY's Approval of a schedule shall
6 not constitute a representation by AUTHORITY that CONTRACTOR will be able to proceed or complete
7 the Work in accordance with the dates contained in said schedule.

8 **ARTICLE 7. START AND PHASES OF WORK**

9 A. Implementation Phase: The Implementation Phase shall commence upon the Effective
10 Date and shall continue until Final Acceptance. CONTRACTOR shall not begin performing Work until the
11 Effective Date and shall not be entitled to any compensation for any Work performed or costs incurred
12 prior to the Effective Date.

13 B. Conditions precedent to AUTHORITY executing the AGREEMENT are CONTRACTOR
14 furnishing the Form I, Performance Bond, Form J, Payment Bond, and applicable certificates of insurance
15 and endorsements thereof as required by this AGREEMENT. CONTRACTOR shall furnish said
16 documents within ten (10) Business Days after notification of award of this AGREEMENT from
17 AUTHORITY.

18 C. O&M Phase: The O&M Phase shall commence upon achieving commencement of Ramp-
19 up/Customer Services and shall continue through the end of the Term.

20 D. The AUTHORITY may change the Go-Live date shown in the Approved Baseline Project
21 Implementation Schedule by up to ninety (90) Calendar Days prior to, or ninety (90) Calendar Days after,
22 the date in the Approved Baseline Project Implementation Schedule with no impact to Contractor price or
23 performance and not subject to an equitable adjustment. The AUTHORITY shall give at least one hundred
24 twenty (120) Calendar Days' Notice of such change from the then current Approved Go-Live Date or the
25 new Go-Live date, whichever date is earlier. If such schedule change is made by the AUTHORITY, the
26 new Go-Live date shall become the Guaranteed Completion Date for Readiness for Go-Live in

1 accordance with the terms of Article 6. Any change to the Go-Live date made under this sub-paragraph
2 D will also apply to the Notice to Proceed for Ramp-up/Customer Services with an equal adjustment to
3 the Guaranteed Completion Date thereof. For example, if the Go-Live date is moved forward by thirty
4 (30) Calendar Days, the Notice to Proceed for Ramp-up/Customer Services will also be moved forward
5 by thirty (30) Calendar Days.

6 **ARTICLE 8. PAYMENT**

7 A. Payment of AUTHORITY Maximum Obligation: AUTHORITY shall pay to
8 CONTRACTOR up to its Maximum Obligation amount, for CONTRACTOR's full and complete
9 performance of its obligations under this AGREEMENT on a fixed and variable unit price basis in
10 accordance with the following provisions set forth in paragraphs B through M of this Article 8.

11 B. Payments for Implementation Phase: Payments to CONTRACTOR for the
12 Implementation Phase will be in the amounts and percentages as indicated in the CONTRACTOR Price
13 Proposal, and Exhibit E, Milestone Payment Schedule. Payments for BOS design, development,
14 integration and testing, installation and other Deliverables will be made using fixed prices for completed
15 and Approved Deliverables as provided in the Milestone Payment Schedule and the CONTRACTOR
16 Price Proposal.

17 C. Payments for Maintenance: Payments for Maintenance will be made on a monthly basis,
18 based on variable unit prices in accordance with the CONTRACTOR Price Proposal. Adjustments to
19 these payments may be made for CONTRACTOR performance which falls below required Performance
20 Measures as further set forth in the Scope of Work and Requirements.

21 D. Payments for Operations: Payments for Operations will be made on a monthly basis,
22 based on variable unit prices and Approved pass-through costs, in accordance with the CONTRACTOR
23 Price Proposal. Adjustments to these payments (excluding pass-through costs) may be made for
24 CONTRACTOR performance which falls below required Performance Measures as further set forth in
25 the Scope of Work and Requirements.

26 E. Full and Complete Compensation: All Work performed by CONTRACTOR in meeting the

1 requirements of the AGREEMENT shall be paid under one of the above payment methods, which shall
 2 constitute full compensation for the Work, including but not limited to: (a) the cost of all insurance and
 3 bond premiums, home office, job site and other overhead, and profit relating to CONTRACTOR's
 4 performance of the Work; (b) the cost of performance of each and every portion of the Work (including all
 5 costs of all Work provided by Subcontractor(s) and third-party licenses and Software; (c) the cost of
 6 obtaining all governmental approvals; (d) all costs of compliance with and maintenance of such
 7 governmental approvals; (e) all risk of inflation, unless otherwise noted, currency risk, interest and other
 8 costs of funds associated with the payment terms for the Work as provided herein; and (f) payment of
 9 any taxes, duties, permits and other fees and/or royalties imposed with respect to the Work and any
 10 Equipment, materials or labor included therein.

11 F. Schedule of Fixed Payment for Implementation: The following schedule shall establish
 12 the firm fixed payment to CONTRACTOR by AUTHORITY for the Implementation Phase set forth in the
 13 Scope of Work and Requirements:

TYPE OF PAYMENT	PAYMENT AMOUNT (\$)
Fixed Price	\$0.00
Total Implementation Phase	\$0.00

17 The total firm fixed price (lump sum) as specified in Paragraph F of this Article shall not be exceeded,
 18 unless authorized by an amendment to this Agreement.

19 G. Schedule of variable price, fixed Transition and Succession Costs, and pass-through
 20 payment for O&M: The following schedule shall establish the basis for payment to CONTRACTOR by
 21 AUTHORITY for the O&M Phase set forth in the Scope of Work and Requirements. The schedule also
 22 shows the Maximum Obligation of AUTHORITY for the combined Implementation and Operation and
 23 Maintenance Phases,

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TYPE OF PAYMENT	PAYMENT AMOUNT (\$)
Variable Costs Based on Unit Prices	\$0.00
Fixed Transition and Succession Costs	\$0.00
Pass through Costs	\$0.00
Total O&M Phase	\$0.00
MAXIMUM OBLIGATION FOR IMPLEMENTATION AND O&M PHASES	\$0.00

The amount due for Fixed Transition and Succession Costs is payable to CONTRACTOR only under the circumstances detailed elsewhere in this Agreement.

H. CONTRACTOR shall not commence performance of work or services until this Agreement has been approved by AUTHORITY and notification to proceed has been issued by AUTHORITY. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable

J. During the Implementation Phase: CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the Work actually completed by CONTRACTOR and Approved by AUTHORITY and in accordance with the payment methods as set forth in paragraph B of this Article 8.

K. Invoice requirements following commencement of Ramp-up/Customer Services and Go-Live: CONTRACTOR shall invoice AUTHORITY in accordance with the payment methods as set forth in paragraphs C and D of this Article 8. Such payments shall be monthly in arrears, beginning one month after commencement of Ramp-up/Customer Services.

L. Deliverables completed and Approved by AUTHORITY and Work performed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. At its sole discretion, AUTHORITY may decline to make full

1 payment for any Deliverable or Work performed until such time as CONTRACTOR has documented to
2 AUTHORITY's satisfaction, that CONTRACTOR has completed all Work required under the invoice.
3 AUTHORITY's payment in full for any task or Deliverable completed shall not constitute AUTHORITY's
4 Final Acceptance of CONTRACTOR's Work under such invoice.

5 M. As partial security against CONTRACTOR's failure to satisfactorily fulfill all its obligations
6 under this Agreement, AUTHORITY shall retain ten percent (10%) of the amount of each invoice
7 submitted for payment by CONTRACTOR, and shall make prompt and regular incremental acceptances
8 of portions/milestones/tasks, as determined by AUTHORITY, of the Agreement work, and pay retainage
9 to CONTRACTOR based on these acceptances. The CONTRACTOR, or subconsultant, shall return all
10 monies withheld in retention from a subconsultant within thirty (30) calendar days after receiving payment
11 for work satisfactorily completed and accepted including incremental acceptances of
12 portions/milestones/tasks of the Agreement work by the AUTHORITY. CONTRACTOR shall invoice
13 AUTHORITY for the release of the retention in accordance with this Article.

14 L. The prime CONTRACTOR, or subcontractor, shall return all monies withheld in retention
15 from a subconsultant within thirty (30) days after receiving payment for work satisfactorily completed and
16 accepted. Any subcontract entered into as a result of this Agreement shall contain all of the provisions
17 of this section. Federal law, CFR Title 49, Part 26.29, requires that any delay or postponement of payment
18 over thirty (30) days may take place only for good cause and with the AUTHORITY's prior written
19 approval. Any violation of this provision shall subject the violating prime consultant or subconsultant to
20 the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions
21 Code. These requirements shall not be construed to limit or impair any contractual, administrative, or
22 judicial remedies, otherwise available to the prime consultant or subconsultant in the event of a dispute
23 involving late payment or nonpayment by the prime consultant, deficient subconsultant performance, or
24 noncompliance by a subconsultant. This provision applies to both DBE and non-DBE CONSULTANT
25 and subconsultants.

26 M. All retained funds shall be released by AUTHORITY and shall be paid to CONTRACTOR

1 within sixty (60) calendar days of payment of final invoice, unless AUTHORITY elects to audit
2 CONSULTANT's records in accordance with Article 17 entitled "Audit and Inspection of Records", of this
3 Agreement. If AUTHORITY elects to audit, retained funds shall be paid to CONTRACTOR within thirty
4 (30) calendar days of completion of such audit in an amount reflecting any adjustment required by such
5 audit. During the term of the Agreement, at its sole discretion, AUTHORITY reserves the right to release
6 all or a portion of the retained amount based on CONSULTANT's satisfactory completion of certain
7 portions/milestones/tasks. CONTRACTOR shall invoice AUTHORITY for the release of the retention in
8 accordance with this Article.

9 N. Submission of Invoices: Invoices shall be submitted by CONTRACTOR in duplicate to
10 AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices electronically to
11 AUTHORITY's Accounts Payable at vendorinvoices@octa.net. Each invoice shall be accompanied by
12 the monthly progress report specified in paragraph J of this Article, and the Scope of Work and
13 Requirements. AUTHORITY shall remit payment within thirty (30) Calendar Days of the receipt and
14 Approval of each invoice. Each invoice shall include the following information:

- 15 1. AGREEMENT No. C-0-2690;
- 16 2. The specific phase number for which payment is being requested;
- 17 3. BOS generated reports to validate quantities for the unit priced items, where
18 applicable;
- 19 4. AUTHORITY Project Manager's Approval of the payment request;
- 20 5. Identification of the relevant line item price in the CONTRACTOR Price Proposal,
21 and if milestone payment, identification of the milestone name, number, and amount in the Payment
22 Schedule;
- 23 6. The time period covered by the invoice;
- 24 7. Total monthly invoice (including Project-to-date, cumulative invoice amount) and
25 retention for the time period covered by the invoice and cumulative retention held, if applicable;
- 26 8. Monthly Progress Report and Approved Baseline Implementation Schedule

1 during Implementation Phase or, Monthly Operations Report during the O&M Phase;

2 9. Weekly certified payroll for personnel subject to prevailing wage requirements, if
3 applicable;

4 10. Certification signed by the CONTRACTOR that a) The invoice is a true, complete
5 and correct statement of reimbursable costs and progress; b) The backup information included with the
6 invoice is true, complete and correct in all material respects; c) All payments due and owing to
7 Subcontractors and Suppliers have been made; d) Timely payments will be made to Subcontractors and
8 Suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not
9 include any amount which CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier
10 unless so identified on the invoice; and

11 11. Any other information as agreed or requested by AUTHORITY to substantiate the
12 validity of an invoice.

13 O. Failure to comply with AUTHORITY's direction: CONTRACTOR shall not be entitled to
14 have any invoices processed or to have any payment made for Work performed if it has failed to comply
15 with any lawful or proper direction from AUTHORITY concerning the Work, following receipt of Notice
16 from AUTHORITY that the CONTRACTOR has failed to comply and that the AUTHORITY will exercise
17 its right to withhold payment of invoices within five (5) Business Days of the date of such Notice, unless
18 and until such time as compliance is achieved.

19 **ARTICLE 9. MAXIMUM OBLIGATION**

20 Notwithstanding any provisions of this AGREEMENT to the contrary, AUTHORITY and
21 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including
22 obligation for CONTRACTOR's profit) for all Work during the Initial Term shall be _____ Dollars
23 (\$____.00) (the "Maximum Obligation"). This is based on fixed and variable price components and
24 includes, but is not limited to, all amounts payable by AUTHORITY to CONTRACTOR for its subcontracts,
25 leases, pass-throughs, materials and costs arising from, or due to termination of, this AGREEMENT and
26 as further set forth in Article 8, Payment.

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2 **ARTICLE 10. PROMPT PAYMENT CLAUSE**

3 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to
4 facilitate timely payment to all Subcontractors in accordance with regulatory mandates. Pursuant to 49
5 CFR Part 26.29, AUTHORITY will include the following clause in each U.S. DOT-assisted contract:

6 B. "CONTRACTOR agrees to pay each Subcontractor under this AGREEMENT for satisfactory
7 performance of its contract no later than seven (7) days from the receipt of each payment CONTRACTOR
8 receives from AUTHORITY. CONTRACTOR agrees further to return retainage payments to each
9 Subcontractor within thirty (30) days after receiving payment for Work satisfactorily completed and
10 accepted including incremental acceptances of portions of the AGREEMENT Work by AUTHORITY. Any
11 delay or postponement of payment from the above referenced time frame may take place only for good
12 cause and with AUTHORITY's prior Approval." CONTRACTOR shall incorporate this clause verbatim,
13 set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other source
14 agreements issued to both DBE and non-DBE firms.

15 C. Any violation of the provisions listed above shall subject the violating CONTRACTOR to the
16 penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and
17 Professions Code. This requirement shall not be construed to limit or impair any contractual,
18 administrative or judicial remedies otherwise available to CONTRACTOR or Subcontractor in the event
19 of a dispute involving late payment or nonpayment by CONTRACTOR; deficient Subcontractor
20 performance and/or noncompliance by a Subcontractor.

21 D. Failure to comply with this provision without prior Approval from AUTHORITY will constitute
22 noncompliance, which may result in the application of appropriate administrative sanctions, including, but
23 not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that
24 full payment is not made.

25 **ARTICLE 11. NOTICES**

26 All Notices hereunder and communications regarding the interpretation of the terms of this

1 AGREEMENT, or changes thereto, shall be effected by delivery of said Notices in person or by depositing
 2 said Notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid or
 3 sent by electronic e-mail; provided that the recipient of the electronic Notice acknowledges receipt of such
 4 transmission by email. Personal or courier delivery shall be deemed given upon actual delivery to the
 5 intended recipient at the designated address. Mailed Notices shall be deemed given upon the date of
 6 the actual receipt as evidenced by the return receipt. Electronic e-mail Notices shall be deemed given
 7 upon the date the email is acknowledged as received by the recipient; provided that if acknowledgement
 8 is received after 5 p.m., delivery shall be deemed received as of 8 a.m. the following Business Day. Any
 9 Notice shall be sent, transmitted or delivered, as applicable, to the applicable Party the following address:

To: CONTRACTOR	To: Orange County Transportation Authority
	550 South Main Street P.O. Box 14184 Orange, CA 92863-1584
ATTENTION:	Mr. Robert Webb Principal Contract Administrator and Ms. Ellen Lee Project Manager
	R Webb Phone: (714) 560-5743 E Lee Phone: (714) 560-5988
	Email: rwebb@octa.net ; elee@octa.net

ARTICLE 12. INDEPENDENT CONTRACTOR

22
 23 A. CONTRACTOR's relationship to AUTHORITY in the performance of this AGREEMENT is
 24 that of an independent contractor. CONTRACTOR's personnel performing Work under this
 25 AGREEMENT shall at all times be under CONTRACTOR's exclusive direction and control and shall be
 26 employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages,

1 salaries and other amounts due its employees in connection with this AGREEMENT and shall be
2 responsible for all reports and obligations respecting them, such as social security, income tax
3 withholding, unemployment compensation, workers' compensation and similar matters.

4 B. Should CONTRACTOR's personnel or a state or federal agency allege claims against
5 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or
6 allegations involving any other independent contractor misclassification issues, CONTRACTOR shall
7 defend and indemnify AUTHORITY in relation to any allegations made.

8 **ARTICLE 13. BONDS**

9 A. All bonds required by this AGREEMENT shall be issued by sureties authorized to do
10 business in the State of California with an A.M. Best Rating of A-, Class VIII, or better, or as otherwise
11 Approved by AUTHORITY in its sole discretion, referred to hereinafter as "Eligible Surety".
12 Notwithstanding any other provision set forth in this AGREEMENT, performance by a surety of any
13 obligations of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations under this
14 AGREEMENT.

15 B. As partial security against CONTRACTOR's failure to satisfactorily fulfill all Work and
16 obligations under this AGREEMENT, CONTRACTOR shall submit and keep in place until both 1) Go-
17 Live and 2) CONTRACTOR provision of applicable Operations and Maintenance Bond (hereinafter
18 referred to as an "O&M Bond") as described in paragraphs C and D below, a Performance Bond, and a
19 Payment Bond referred to hereinafter as "Bonds", in the forms respectively set forth in Forms I and J, and
20 attached to this AGREEMENT. The Bonds shall each be in the sum of one-hundred (100%) percent of
21 the Total BOS Implementation Costs (as shown in Sheet 1 of the CONTRACTOR Price Proposal entitled
22 Project Summary, cell C5, BOS Implementation Costs. If the Total BOS Implementation Costs are
23 increased in connection with an Amendment, AUTHORITY may, in its sole discretion, require a
24 corresponding increase in the amount of the Bonds or new Bonds covering the Amendment.

25 C. An O&M Bond shall be required for the BOS in the form of Form K, attached to this
26 AGREEMENT, as a condition of Go-Live Approval. The initial bonding level for the O&M Phase shall be

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2 provided at one-hundred (100%) percent of Years 1 to 3 of O&M (not including pass-through costs) as
3 shown on CONTRACTOR Price Proposal Sheet 4, Projected Bond Amounts Table (cell C25).

4 D. The O&M Bond (not including pass-through costs) shall be renewed each year at the
5 anniversary date of Go-Live through the end of the Term. For subsequent years after the first year of
6 O&M, the renewed O&M Bond shall be submitted to AUTHORITY at least fifteen (15) Business Days
7 prior to the anniversary date of Go-Live. Upon Approval thereof, AUTHORITY will release the prior year's
8 Bonds.

9 E. The value of the O&M Bond for years 2 through 6 and shall be determined as follows:

10 1. Year 2 O&M Bond = Estimated total combined cost of O&M for years 2 and 3 (not
11 including pass-through costs) as shown on Sheet 4, Projected Bond Amounts table (cell C26).

12 2. Each of Years 3 through 6 O&M Bond = Estimated cost of total combined cost of
13 O&M for upcoming year only as provided on Sheet 4, Project Bond Amounts Table for the respective
14 upcoming year (cells C27, C28, C29, C30, as applicable).

15 F. The estimated value of the O&M costs for any given year with regard to bonded amount
16 shall be based on the value presented in the CONTRACTOR Price Proposal for total O&M costs for the
17 referenced year(s) as provided in paragraph E of this article, as adjusted for any Approved change orders
18 that have affected these Price Proposal cells and any updates in the estimated O&M volumes for the
19 year(s) provided by AUTHORITY at its sole determination.

20 G. If any Bond previously provided becomes ineffective, or if the Eligible Surety that provided
21 the Bond no longer meets the AGREEMENT requirements, CONTRACTOR shall provide a replacement
22 Bond in the same form issued by an Eligible Surety within five (5) Business Days of CONTRACTOR's
23 knowledge of same. CONTRACTOR shall provide Notice to AUTHORITY promptly following such Bond
24 being rendered ineffective or when such Bond's surety is no longer an Eligible Surety, in no case later
25 than three (3) Business Days thereafter.

26 H. Additionally, the Performance Bond shall meet the following requirements:

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2 1. Identify AUTHORITY and AGREEMENT No. C--0-2690 for which the
3 Performance Bond is provided; and

4 2. Upon Notice by AUTHORITY that CONTRACTOR has defaulted under this
5 AGREEMENT, the Eligible Surety will have ten (10) Business Days to make a determination on the claim
6 and to notify AUTHORITY accordingly.

7 **ARTICLE 14. INDEMNIFICATION**

8 A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, Caltrans,
9 FHWA, and their officers, directors, employees and agents, (hereafter, the "Indemnitees") from and
10 against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement)
11 for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by
12 the negligent acts, omissions or willful misconduct by CONTRACTOR, its officers, directors, employees,
13 agents, Subcontractors or Suppliers in connection with or arising out of the performance of this
14 AGREEMENT. In addition to any other defense and indemnity obligations that CONTRACTOR has
15 assumed under this AGREEMENT, CONTRACTOR shall defend, indemnify and hold harmless the
16 Indemnitees from and against any and all liabilities, actions, suits, claims, and legal expenses, including
17 attorneys' fees, which arise out of any claim asserting a cause of action for trespass, inverse
18 condemnation or any other unlawful entry onto property by CONTRACTOR, its Subcontractors, agents
19 or employees. Any monies owed may be deducted from any monies due or to become due to
20 CONTRACTOR hereunder or under any other agreement between CONTRACTOR and AUTHORITY.

21 B. **Intellectual Property:**

22 1. CONTRACTOR shall be liable and responsible without limitation for any and all
23 claims made against AUTHORITY for infringement of Intellectual Property rights, by the use or supplying
24 of any Equipment or Software in the course of performance or completion of, or in any way connected
25 with, the Work, or AUTHORITY's continued use of such Equipment or Software. The CONTRACTOR
26 shall indemnify AUTHORITY against and save it harmless from all loss and expense incurred in the

1 defense, settlement or satisfaction of any claims in the nature of Intellectual Property infringement arising
2 out of or in connection with AUTHORITY's use, pursuant to this AGREEMENT, of the Equipment and
3 Software.

4 2. Without limiting any other rights or remedies available to AUTHORITY under the
5 AGREEMENT, in law and/or equity, in the event that any Intellectual Property, Equipment or Software
6 employed to provide Work pursuant to this AGREEMENT, or portion thereof, is held to constitute an
7 infringement and its use is or may be enjoined, the CONTRACTOR shall have the obligation at
8 AUTHORITY's option to do one or more of the following:

9 a. Require CONTRACTOR to, at its own expense, supply, temporarily or
10 permanently, replace the Intellectual Property, Equipment or Software of similar quality and function
11 which is not subject to such an infringement or injunction;

12 b. Require CONTRACTOR to, at its own expense, remove all such
13 Intellectual Property, Equipment and Software and refund to AUTHORITY the cost thereof or equitably
14 adjust compensation;

15 c. Take such steps as is necessary to ensure compliance by AUTHORITY
16 with such injunction;

17 d. Modify, or require that the applicable Subcontractor or Supplier modify, the
18 alleged infringing Intellectual Property at its own expense, without impairing in any respect the
19 functionality or performance thereof that is non-infringing; and/or

20 e. Procure for AUTHORITY, at CONTRACTOR's expense, the rights
21 provided under this AGREEMENT to use the infringing Intellectual Property, Equipment or Software.

22 3. CONTRACTOR shall be solely responsible for determining and informing
23 AUTHORITY whether a prospective Supplier or Subcontractor is a party to any litigation involving
24 Intellectual Property infringement or misappropriation or any injunction related thereto, or arising out of
25 any Intellectual Property, Equipment and/or Software provided hereunder. The CONTRACTOR shall
26 enter into agreements with all Suppliers and Subcontractors at its own risk. AUTHORITY may reject any

1 Intellectual Property, Equipment or Software, which it believes to be the subject of any such litigation or
2 injunction, or if, in AUTHORITY's judgment, use thereof does not meet the objectives of Work, restricts
3 or impairs AUTHORITY's rights in any Intellectual Property, or is unlawful.

4 **ARTICLE 15. INSURANCE**

5 A. CONTRACTOR shall procure at its own expense and maintain during the Term of this
6 AGREEMENT or longer as provided herein, insurance coverage as specified in this Article 15 or as
7 otherwise agreed to by AUTHORITY. CONTRACTOR shall provide the following insurance coverage:

8 1. Commercial General Liability at least as broad as Insurance Services Office
9 Commercial General Liability Coverage (occurrence form CG 0001 or equivalent) with a minimum limit of
10 \$5,000,000.00 per occurrence and \$10,000,000.00 general aggregate. and is acceptable to
11 AUTHORITY;

12 2. Automobile Liability at least as broad as Insurance Services Office Business Auto
13 Coverage (form CA 0001, code 1, any auto, or equivalent), with a minimum combined single limit of
14 \$5,000,000.00 per occurrence and is acceptable to AUTHORITY;

15 3. Workers' Compensation insurance as required by the State of California and
16 Employer's Liability Insurance. Employer's liability limits shall be no less than \$1,000,000 each accident,
17 each employee for bodily injury, and policy limit for bodily injury. The policy shall be endorsed to waive
18 the insurer's right of subrogation against the AUTHORITY and its respective officers, directors,
19 employees and agents;

20 4. Commercial Crime with limits no less than \$5,000,000 per claim and in the
21 aggregate to include: Employee dishonesty, Forgery & Alteration, Monies & Securities, Computer
22 Crime; and

23 5. Technology Errors & Omissions Including Privacy and Network Security- covering
24 liability for errors or omissions in rendering computer or information technology services including 1)
25 systems analysis 2) systems programming 3) data processing 4) systems integration 5) outsourcing
26 development and design 6) systems design, consulting, development and modification 7) training

1 services relating to computer Software or Hardware 8) management, repair and maintenance of computer
2 products, networks and systems 9) marketing, selling, servicing, distributing, installing and maintaining
3 computer Hardware or Software 10) data entry, modification, verification, maintenance, storage, retrieval
4 or preparation of data output, and 11) Privacy and Network Security (Cyber Liability) insurance covering
5 liability arising from a) hostile action, or a threat of hostile action (“ransomware”), b) “malware” including
6 computer viruses, Trojan horses, worms and any other type of malicious or damaging code c) dishonest,
7 fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and
8 whether acting alone or in collusion with other persons, d) denial of service for which the insured is
9 responsible that results in the degradation of or loss of access to internet or network activities or normal
10 use of a computer system e) loss of service that results in the inability of a third-party, who is authorized
11 to do so, to access a computer system and conduct normal activities. The policy limit shall be not less
12 than fifteen million dollars (\$15,000,000) per claim and annual aggregate.

13 B. Proof of such coverage, in the form of a certificate of insurance, a copy of the insurance
14 policy and/or an insurance company issued policy endorsement shall be provided to AUTHORITY. Proof
15 of insurance coverage and endorsements evidencing the requirements for additional insureds must be
16 received by AUTHORITY within ten (10) Calendar Days from notification of award of this AGREEMENT.
17 Such insurance shall be primary and non-contributory to any insurance or self-insurance maintained by
18 AUTHORITY. AUTHORITY reserves the right to request certified copies of all related insurance policies.

19 C. CONTRACTOR shall include on the face of the Certificate of Insurance the AGREEMENT
20 Number and AUTHORITY’S Contract Administrator’s Name, Robert Webb, Principal Contracts
21 Administrator.

22 D. AUTHORITY and the California Department of Transportation, their officers, directors,
23 employees and agents (the “Indemnitees”) must be named as additional insured on Commercial General
24 Liability and Automobile Liability Certificates and on the insurance policy endorsement with respect to
25 performance hereunder.

26 E. CONTRACTOR shall also include in each subcontract the requirement that

1 Subcontractors shall maintain appropriate insurance coverage in the amounts as required by
2 CONTRACTOR and include the Indemnitees as additional insureds on general and automobile liability
3 policies. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the
4 AGREEMENT. CONTRACTOR shall have responsibility to enforce Subcontractor compliance with these
5 or similar insurance requirements provided that CONTRACTOR shall upon AUTHORITY'S request
6 provide acceptable evidence of insurance for any Subcontractor. The CONTRACTOR shall assume all
7 responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons
8 or property arising out of the nature of the Work, including but not limited to the negligence or failure of
9 its Subcontractors (as well as CONTRACTOR's employees) to comply with this AGREEMENT.

10 F. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications
11 or cancellation of any required insurance policies.

12 G. CONTRACTOR shall at all times during the Term of this AGREEMENT maintain
13 insurance in such form as is satisfactory to AUTHORITY, and will furnish AUTHORITY with continuing
14 evidence of insurance as provided below. All insurance policies shall be issued by companies licensed
15 to do business in the State of California, with an A.M. Best Rating of A-, Class VII, or better, or as
16 otherwise approved by AUTHORITY. CONTRACTOR shall at all times comply with the terms of such
17 insurance policies, and all requirements of the insurer under any such insurance policies, except as they
18 may conflict with existing California laws or this AGREEMENT.

19 H. CONTRACTOR shall provide AUTHORITY with certificates showing the required
20 coverage to be in effect and a copy of the insurance policy or endorsements evidencing the requirements
21 for the additional insureds. Such policies shall provide that the insurance shall not be materially modified
22 or cancelled except upon thirty (30) Calendar Days prior written Notice to AUTHORITY. Copies of all
23 insurance policies and endorsements shall be provided to AUTHORITY upon request.

24 I. AUTHORITY reserves the right to review all insurance coverage and amounts of
25 insurance coverage on an annual basis and to require the CONTRACTOR to adjust the insurance
26 coverage and amounts of insurance coverage based on industry standards for contracts of this size and

1 type. CONTRACTOR shall timely pay all premiums and deductibles when due for all insurance coverage
2 required herein. The above insurance shall not contain a self-insurance retention (SIRs) unless Approved
3 by AUTHORITY.

4 J. Pertaining to the above paragraphs regarding professional liability, technology errors and
5 omissions, and cyber liability insurance, if coverage is written on a claims made basis, such insurance
6 shall be maintained in force at all times during the Term and for a period of three (3) years thereafter for
7 Work completed during the Term. Additionally, if a sub-limit applies to any elements of coverage, the
8 policy endorsement evidencing the coverage above must specify the coverage section and the amount
9 of the sub-limit.

10 K. Providing and maintaining adequate insurance coverage described herein is a material
11 obligation of the CONTRACTOR and is of the essence for this AGREEMENT. The limits of coverage
12 under each insurance policy maintained by CONTRACTOR shall not be interpreted as limiting the
13 CONTRACTOR's liability and obligations under the AGREEMENT.

14 L. Subcontractors' Insurance: CONTRACTOR shall either require each Subcontractor to
15 obtain and maintain Workers' Compensation Insurance, Commercial General Liability, Business
16 Automobile Liability and Professional Liability coverage similar to those required above in this section for
17 the CONTRACTOR, or any other coverage deemed necessary to the successful performance of the
18 AGREEMENT, or cover Subcontractors under the CONTRACTOR's policies. Such coverage shall be in
19 effect at all times that a Subcontractor is performing Work under the AGREEMENT. The CONTRACTOR
20 shall have responsibility to enforce Subcontractor compliance with these or similar insurance
21 requirements; provided the CONTRACTOR shall upon AUTHORITY's request provide acceptable
22 evidence of insurance for any Subcontractor. The CONTRACTOR shall assume all responsibility for risks
23 or casualties of every description, for any and all damage, loss or injury, to persons or property arising
24 out of the nature of the Work, including but not limited to the negligence or failure of its Subcontractors
25 (as well as CONTRACTOR's employees) to comply with this AGREEMENT.

26 M. Waivers: AUTHORITY and CONTRACTOR waive all rights against each other, against

1 each of their agents and employees and their respective members, directors, officers, employees, agents
2 and consultants for any claims to the extent covered by insurance obtained pursuant to this Article 15,
3 except such rights as they may have to the proceeds of such insurance. CONTRACTOR shall require all
4 Subcontractors to provide similar waivers in writing in favor of AUTHORITY and its respective officers,
5 officials, employees and volunteers except as otherwise agreed to by AUTHORITY.

6 **ARTICLE 16. CHANGES**

7 A. By written Notice or order, AUTHORITY may, from time to time, order Work suspension,
8 add or deduct Work and/or make changes in the general Scope of Work and Requirements of this
9 AGREEMENT hereinafter collectively referred to as "Changes". Changes include, but are not limited to,
10 the Work furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work and
11 Requirements.

12 B. Any such Changes to Work that are considered by AUTHORITY to be a Change(s) to the
13 current Scope of Work and Requirements shall result in the issuance of an Amendment signed by both
14 AUTHORITY and the CONTRACTOR. No Change shall be compensated or time extensions therefore
15 permitted, except pursuant to an Approval. A Work suspension issued by AUTHORITY, via a stop notice,
16 which results in an increase or decrease to the maximum obligation due CONTRACTOR, will require an
17 Amendment.

18 C. Any Change considered by AUTHORITY to be within the current Scope of Work but that
19 has not been specifically tasked or separately identified in CONTRACTOR Price Proposal, will not require
20 a Contract Amendment and will be identified as an Additional Work Order, subject to Approval by
21 AUTHORITY.

22 D. If any such suspension of Work or Change causes an increase or decrease in the price
23 of this AGREEMENT or in the time required for its performance, CONTRACTOR shall promptly notify
24 AUTHORITY thereof and assert its claim for adjustment within ten (10) Calendar Days after the Change
25 or Work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in
26 this clause shall excuse CONTRACTOR from proceeding immediately with the requested Change.

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2 E. In determining additional compensation to be paid for Change, the Parties shall use the
3 labor, Equipment, unit and material costs and rates included in the CONTRACTOR Price Proposal for
4 labor and material only where deemed appropriate and Approved by the AUTHORITY in preparing the
5 Amendment. Labor rates shall be calculated in accordance with the Price Instructions, Section 2.6
6 Additional Service Rates and Section 2.9 CPI Actual Cost Adjustments. For Equipment, applications,
7 tools and/or materials not covered in the Price Proposal or covered in the Price Proposal but not deemed
8 appropriate or Approved by the AUTHORITY, a catalog or market price of a commercial product sold in
9 substantial quantities shall be used as the basis for proposed costs.

10 F. If the cost of Change cannot be established on this basis or on the basis of prices set by
11 the AGREEMENT, law or regulation, CONTRACTOR shall submit detailed cost breakdowns, including
12 information on Equipment, Software, labor and materials costs and other direct costs.

13 G. CONTRACTOR agrees that it will accept as full compensation for the Change, in the case
14 of paragraph B, a price mutually agreed upon in writing, via an Amendment by the AUTHORITY and
15 CONTRACTOR or in the case of paragraph C, an Additional Work Order by the AUTHORITY and
16 CONTRACTOR.

17 H. If the CONTRACTOR disagrees with the amount of compensation or time extension
18 proposed by AUTHORITY in the Amendment, AUTHORITY may issue a Work Directive. CONTRACTOR
19 shall submit a written dispute to AUTHORITY within fifteen (15) Calendar Days after the receipt of the
20 Work Directive. Notwithstanding CONTRACTOR'S disagreement, CONTRACTOR shall proceed
21 diligently with performance if directed by AUTHORITY. The dispute shall state the points of disagreement
22 and, if possible, the AGREEMENT Scope of Work and Requirements references, quantities and costs
23 involved. If a written dispute is not submitted within the above period, payment will be made as set forth
24 in the Work Directive and such payment shall constitute full compensation for all Work included therein
25 or required thereby. An undisputed Work Directive will be considered as executed Amendment.

26 I. CONTRACTOR shall promptly notify AUTHORITY in writing when it receives direction,

1 instruction, interpretation or determination from any source other than AUTHORITY that may lead to or
2 cause change in the Work. AUTHORITY shall Approve before CONTRACTOR acts on said direction,
3 instruction, interpretation or determination.

4 J. CONTRACTOR shall only commence Work covered by an Amendment after the
5 Amendment is executed by AUTHORITY, or it is considered an executed Amendment under the terms
6 of paragraph H, or if a Work Directive has been issued.

7 **ARTICLE 17. DISPUTES**

8 A. Except as otherwise provided in this AGREEMENT, when a dispute arises between
9 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
10 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
11 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or
12 otherwise furnish a copy thereof to CONTRACTOR. The decision of the Director, CAMM, shall be the
13 final and conclusive administrative decision.

14 B. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with
15 the performance of this AGREEMENT and while awaiting the decision of AUTHORITY's Director, CAMM.
16 Nothing in this AGREEMENT, however, shall be construed as making final the decision of any
17 AUTHORITY official or representative on a question of law, which questions shall be settled in
18 accordance with the laws of the State of California, with venue in Orange County, CA. In lieu of litigation
19 the Parties may upon terms agreed to by the Parties, elect mediation or arbitration, binding or otherwise.

20 **ARTICLE 18. LIQUIDATED DAMAGES**

21 A. If CONTRACTOR fails to: (1) complete the Work by the Guaranteed Completion Dates or
22 any Approved extension thereof, or (2) provide Key Team Personnel in accordance with the
23 AGREEMENT, or (3) meet the O&M Performance Measures of the AGREEMENT established in the
24 Scope of Work and Requirements, the actual damage to AUTHORITY will be difficult or impossible to
25 determine. Therefore, the Parties have agreed to stipulate to the amount payable to the AUTHORITY
26 as liquidated damages in order to fix and limit CONTRACTOR's costs and to avoid later disputes over

1 what amount of damages are proper. The Parties agree that the amount of liquidated damages are
2 reasonable in light of the anticipated or actual damage to the AUTHORITY and do not constitute a penalty.
3 Liquidated damages may be assessed at the AUTHORITY's sole discretion as follows:

4 B. Implementation Phase Delays:

5 1. In the event that CONTRACTOR has not completed the Work required for Ramp-
6 up/Customer Services by the Guaranteed Completion Date, CONTRACTOR shall be assessed per
7 Calendar Day on a cumulative basis, commencing the day following the Guaranteed Completion Date as
8 follows:

- 9 • 1-30 Calendar Days following Guaranteed Completion Date: \$2,300 per Calendar Day
- 10 • 31-60 Calendar Days following Guaranteed Completion: \$5,700 per Calendar Day
- 11 • Greater than 60 days following the Guaranteed Completion Date: \$11,400 per Calendar
12 Day

13 2. In the event that CONTRACTOR has not completed the Work required for
14 Implementation of the 405 BOS and has not achieved Readiness for Go-Live by the Guaranteed
15 Completion Dates, CONTRACTOR shall be assessed \$45,000 per Calendar Day, commencing the day
16 following the Guaranteed Completion Date, but not to exceed sixty (60) Calendar Days or \$2,700,000.
17 Upon commencement of assessment of the liquidated damages for not achieving Readiness for Go-Live
18 under this paragraph B. 2, any liquidated damages provided for in B. 1 for not meeting the Guaranteed
19 Completion Date for Ramp-up/Customer Services shall cease to continue to accrue; however, any
20 cumulative Ramp-up/Customer Services' liquidated damages incurred prior to that date in accordance
21 with the above sub-paragraph B-1 shall still be in effect.

22 C. Key Team Personnel:

23 1. CONTRACTOR acknowledges that the award of this AGREEMENT by
24 AUTHORITY was based in significant part on the qualifications and experience of the Key Team
25 Personnel listed in CONTRACTOR's Proposal and representation that they would be available to
26 perform the Work.

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2 2. In the event that CONTRACTOR Project Manager and/or other Personnel
 3 identified in Table below become Unavailable to perform the Work, subject to the conditions set forth
 4 in Article 4, CONTRACTOR's Personnel, AUTHORITY may assess CONTRACTOR liquidated
 5 damages for each occasion of such Unavailability as follows:

6 Key Team Personnel Liquidated Damages

POSITION	LIQUIDATED AMOUNT
Project Manager – Implementation Phase	\$ 150,000
Project Manager - O&M Phase	\$150,000
Operations Manager	\$ 50,000
Installation Manager	\$ 25,000

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 12
 13 3. In addition to the amounts payable for positions identified in the above table,
 14 CONTRACTOR shall pay AUTHORITY a further liquidated amount of \$20,000, if any other Key Team
 15 Personnel is Unavailable.

16 4. The amounts payable under this Article 18 for Unavailability apply for each
 17 occasion of Unavailability for each of the Key Team Personnel.

18 D. Failure to Meet Performance Measures:

19 1. Performance Measures establish a minimum level of service for O&M Phase
 20 Work. These Performance Measures include compliance with Security Standards identified in the
 21 Scope of Work and Requirements, including but not limited to data security, payment card industry
 22 (PCI), and Personally Identifiable Information (PII) standards.

23 2. Failure to meet such Performance Measures shall result in the assessment of
 24 liquidated damages in the form of Adjustments as set forth in the Scope of Work and Requirements.
 25 These Adjustments shall result in a reduction of the amount of the monthly fee AUTHORITY would
 26 otherwise pay to CONTRACTOR for the Work. Standard reports shall be developed by

1 CONTRACTOR to measure whether the Performance Measures have been met. The format and
2 content of such reports shall be Approved during the design period, shall be generated by the BOS,
3 and shall be run on a scheduled basis by CONTRACTOR and provided to AUTHORITY on a monthly
4 basis, unless another frequency is otherwise specified in the Scope of Work and Requirements or as
5 otherwise directed by AUTHORITY.

6 E. AUTHORITY may deduct liquidated damages from any monies due or that may become
7 due to CONTRACTOR under the AGREEMENT. AUTHORITY is not obligated, however, to make such
8 a deduction or to provide notice thereof. If such deducted monies are insufficient to recover the liquidated
9 damages owing, CONTRACTOR or CONTRACTOR's Surety shall pay to AUTHORITY any deficiency
10 prior to Final Acceptance of Implementation Phase or closeout of O&M Phase, as applicable, or upon
11 termination of this AGREEMENT.

12 F. The failure of AUTHORITY to assess any liquidated damages authorized under this Article
13 18 shall not constitute a waiver of AUTHORITY's right to assess such Adjustments or liquidated damages
14 at a future date. Further, failure to impose liquidated damages does not constitute a waiver of
15 CONTRACTOR's obligations to perform in accordance with the AGREEMENT and Scope of Work and
16 Requirements.

17 G. Liquidated damages are separate and cumulative and are not in lieu of Actual Damages
18 covered under Article 19, Actual Damages.

19 **ARTICLE 19. ACTUAL DAMAGES**

20 A. During the O&M Phase, CONTRACTOR shall reimburse AUTHORITY for lost revenue
21 which AUTHORITY or CONTRACTOR identifies as having been lost due to the fault of the
22 CONTRACTOR. Lost revenue includes, but is not limited to, such events as processing errors, lost
23 transactions, lost images, unprocessed transactions, lost data, revenue lost due to data security breach,
24 and transactions that are not able to be collected due to failures or delays in transaction processing. If
25 actual data is available for the affected time period, such data will be considered in the calculation of
26 actual damages as applicable. If AUTHORITY does not have actual transactional, financial, or other

1 relevant operational data from the affected period, such actual damages shall be calculated based on a
2 determination of a comparable period made by AUTHORITY, and shall consider the day, month, time of
3 day, location, season, whether the day is a weekday, weekend or Holiday, and such other factors as are
4 reasonable. AUTHORITY may choose, in its sole discretion, to recover such lost revenue from the
5 CONTRACTOR by deducting such amounts from payments otherwise due and owing from AUTHORITY
6 to the CONTRACTOR.

7 B. In addition to other actual damages, CONTRACTOR shall be responsible for all
8 additional costs associated with any PII, PCI, data or security breach associated with CONTRACTOR's
9 provision of Work, including but not limited to, special mailings notifying customers of a mistake in their
10 monthly statements due to inaccurate reporting of information by CONTRACTOR and providing credit
11 monitoring services to customers.

12 **ARTICLE 20. RISK OF LOSS**

13 A. CONTRACTOR shall bear all risk of damage or loss to the BOS except to the extent the
14 damage and loss is caused by the sole negligence or willful misconduct of AUTHORITY or Force Majeure.

15 B. In the case of damage or loss that AUTHORITY agrees was caused by the sole
16 negligence or willful misconduct of AUTHORITY or Force Majeure, CONTRACTOR shall promptly
17 replace the damaged or lost portions of the System at CONTRACTOR's cost after such cost is pre-
18 Approved by AUTHORITY, and submit the amount(s) thus expended to AUTHORITY for reimbursement
19 as a clearly identified, separate item on its next invoice to AUTHORITY.

20 **ARTICLE 21. DEFAULT**

21 A. Event of Default:

22 1. An "Event of Default" shall mean a material breach of this AGREEMENT by the
23 CONTRACTOR. Without limiting the generality of the foregoing and in addition to those instances
24 referred to elsewhere in this AGREEMENT as a breach, an Event of Default shall include the following:

25 a. CONTRACTOR fails to timely remit or credit revenues due AUTHORITY
26 pursuant to this AGREEMENT;

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2 b. CONTRACTOR fails to timely deliver and/or maintain Deliverables to
3 AUTHORITY, which Deliverables include, but are not limited to, all insurance, bonds or other performance
4 security required by this AGREEMENT or to maintain in force and effect any such insurance, bonds or
5 performance security;

6 c. CONTRACTOR fails to promptly perform the Work following Effective
7 Date of AGREEMENT; to diligently perform the Work in accordance with the Approved Baseline
8 Implementation Schedule; suspends or otherwise ceases to perform the Work (excepting therefrom
9 excused suspensions directed by AUTHORITY or due to Force Majeure); or promptly resume
10 performance of the Work which have been suspended as directed by AUTHORITY;

11 d. CONTRACTOR fails to perform the Work in accordance with this
12 AGREEMENT, including, but not limited to, the Scope of Work and Requirements;

13 e. CONTRACTOR fails to supply enough properly skilled workers or proper
14 materials to perform the Work required under this AGREEMENT;

15 f. CONTRACTOR fails to make prompt payment to Subcontractors or
16 Suppliers in accordance with this AGREEMENT absent a valid dispute as between the CONTRACTOR
17 and its Subcontractors or Suppliers;

18 g. CONTRACTOR fails to make any payment due AUTHORITY under this
19 AGREEMENT, including but not limited to, liquidated damages;

20 h. CONTRACTOR commences any suit or any suit is commenced against
21 CONTRACTOR, under any bankruptcy, insolvency or similar law to liquidate, reorganize or dissolve
22 CONTRACTOR, or which seeks the appointment of a receiver, trustee, custodian or other similar official
23 to attach, execute or such similar process for any substantial part of CONTRACTOR's assets; or
24 CONTRACTOR assigns the proceeds received from this AGREEMENT for the benefit of its creditors, or
25 it has taken advantage of any insolvency statute or debtor/creditor law or if the CONTRACTOR's property
26 or affairs have been put in the hands of a receiver; or any of the foregoing events occur with respect to

1 any Surety, which Surety is not promptly replaced by CONTRACTOR;

2 i. CONTRACTOR fails to obtain the Approval of AUTHORITY where
3 required by this AGREEMENT;

4 j. CONTRACTOR fails to provide adequate assurances as required under
5 paragraph 2. below;

6 k. CONTRACTOR has failed in the representation of any warranties stated
7 herein;

8 l. Any person authorized to act on CONTRACTOR's behalf makes a
9 statement to any person authorized to act on AUTHORITY's behalf, indicating that CONTRACTOR
10 cannot or will not perform any one or more of its obligations under this AGREEMENT;

11 m. CONTRACTOR has a pattern of repeated failures to provide the Work and
12 meet the Scope of Work and Requirements of this AGREEMENT;

13 n. CONTRACTOR fails to remedy Pervasive Defects; or

14 o. The suspension or revocation of any license, permit, or registration
15 necessary for the performance of the CONTRACTOR's obligations under this AGREEMENT.

16 2. When, in the opinion of AUTHORITY, reasonable grounds for uncertainty exist
17 with respect to the CONTRACTOR's ability to perform the Work or any portion thereof, AUTHORITY may
18 request that the CONTRACTOR, within the time frame set forth in AUTHORITY's request, provide
19 adequate assurances to AUTHORITY, in writing, of CONTRACTOR's ability to perform in accordance
20 with the terms of this AGREEMENT. Until AUTHORITY receives such assurances, AUTHORITY may
21 suspend all payments or portions thereof to CONTRACTOR. In the event that CONTRACTOR fails to
22 provide to AUTHORITY the requested assurances within the prescribed time frame, AUTHORITY may:

23 a. Treat such failure as an Event of Default;

24 b. Resort to any remedy for breach provided herein or at law or equity,
25 including, but not limited to, taking over the performance of the Work or any part thereof either by itself or
26 through others;

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2 c. Remove all technical documentation deposited with the Escrow Agent
3 pursuant to the Escrow Agreement executed in accordance with Article 25, Intellectual Property, and
4 Article 26, Intellectual Property Escrow, with the purpose of competitively procuring any Equipment or
5 Software or providing any Work based on such documentation; and

6 d. Terminate CONTRACTOR's performance hereunder.

7 3. The enumeration in this Article or elsewhere in this AGREEMENT of specific rights
8 or remedies of AUTHORITY shall not be deemed to limit any rights or remedies which AUTHORITY
9 would have in the absence of such enumeration and no exercise by AUTHORITY of any right or remedy
10 shall operate as a waiver of any other of AUTHORITY's rights or remedies not inconsistent therewith or
11 to stop AUTHORITY from exercising such other rights or remedies.

12 B. Notice of Default - Chance to Cure:

13 If, in the determination of AUTHORITY, an Event of Default has occurred, AUTHORITY will
14 notify CONTRACTOR by delivery of a Notice hereinafter referred to as "Default Notice" specifying the
15 default claimed, and advising the CONTRACTOR that such default must be cured as set forth therein
16 or this AGREEMENT may be terminated. Prior to declaring an Event of Default AUTHORITY shall
17 allow the CONTRACTOR to cure the default to AUTHORITY's reasonable satisfaction within fifteen
18 (15) Calendar Days, or such shorter time if the default requires it; provided that AUTHORITY is not
19 required to issue a Default Notice if there is an Event of Default which by nature cannot be cured.
20 Failure to provide a Default Notice shall not preclude AUTHORITY from exercising other available
21 remedies short of termination. AUTHORITY may extend the opportunity to cure beyond the fifteen
22 (15) Calendar Day period if the default is one AUTHORITY agrees requires additional time to cure, so
23 long as the CONTRACTOR has commenced curing such default and is effectuating a cure with
24 diligence and continuity during such fifteen (15) Calendar Day period extension thereof which
25 AUTHORITY prescribes.

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2 C. Remedies in the Event of Default:

3 1. If CONTRACTOR does not cure the Event of Default within the time prescribed or
4 the default is not subject to cure, AUTHORITY may declare an Event of Default, which shall be in writing
5 and provided to CONTRACTOR, and, as appropriate the Surety. In addition to all other rights and
6 remedies under this AGREEMENT and/or the bonds, AUTHORITY shall, upon declaration of an Event
7 of Default, have the right to terminate this AGREEMENT, in whole or in part, pursuant to issuance of a
8 Notice of Termination for Cause, specifying the effective date thereof and/or perform or cause to be
9 performed the Work or any portion thereof, which are required of CONTRACTOR. In exercising such
10 rights, AUTHORITY may immediately take possession of, and CONTRACTOR shall deliver, all applicable
11 Equipment, Software and data, and facilities that house such items as AUTHORITY may direct.
12 AUTHORITY shall also have the right to complete the Work with CONTRACTOR's Subcontractors as
13 AUTHORITY directs and CONTRACTOR shall assign such subcontracts as AUTHORITY directs.
14 AUTHORITY, as part of its right to complete the Work, may take possession of and use, and
15 CONTRACTOR shall be required to deliver to AUTHORITY, any or all of the materials, plants, tools,
16 Equipment, Hardware, supplies, and property of every kind, provided, purchased, maintained, leased,
17 owned, or rented by CONTRACTOR, including but not limited to all technical specifications, drawings,
18 source code, and object code placed into Escrow. AUTHORITY may make available such escrowed
19 materials to third parties; third party licenses and Software, and/or procure other materials, plant, tools,
20 Equipment, Hardware, and supplies. AUTHORITY may charge CONTRACTOR and the CONTRACTOR
21 shall be liable to AUTHORITY for the expense of said labor, materials, plant, tools, Equipment, Hardware,
22 supplies and property reasonably necessary in performing or completing the Work.

23 2. If AUTHORITY declares an Event of Default, CONTRACTOR shall be liable for
24 those damages provided herein resulting from the default, including but not limited to:

- 25 a. Losses as defined in Article 20, Risk of Loss;

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2 b. The difference between the actual costs incurred by AUTHORITY in
3 completing the Work and the compensation AUTHORITY would otherwise have paid CONTRACTOR
4 under this AGREEMENT for completing such Work;

5 c. Liquidated damages; and

6 d. Actual damages.

7 The CONTRACTOR shall remain liable for any other liabilities and claims related to
8 CONTRACTOR's default. All damages and costs may be deducted and paid out of any monies due
9 from AUTHORITY to CONTRACTOR.

10 D. If an Event of Default occurs, CONTRACTOR and any Surety shall be jointly and
11 severally liable to AUTHORITY for all losses and damages incurred by AUTHORITY. Upon the
12 occurrence of an Event of Default and for so long as it occurs, AUTHORITY may withhold all of any
13 portion of further payments to CONTRACTOR until the date that AUTHORITY accepts the Project as
14 complete at which time AUTHORITY will determine if CONTRACTOR is entitled to any further
15 payments. AUTHORITY will deduct, from any moneys due or which become due to CONTRACTOR
16 or its Surety, all costs and charges incurred by AUTHORITY, including attorneys, accountants and
17 expert witness fees and costs. If AUTHORITY's losses or damages exceed payments owing
18 CONTRACTOR, then the CONTRACTOR and its Surety shall be liable and pay such amount to
19 AUTHORITY within ten (10) Calendar Days of AUTHORITY's written demand. If CONTRACTOR or
20 its Surety fail to pay such demand within such timeframe, AUTHORITY may collect interest thereon
21 at the lesser of 10% per annum or the maximum rate allowed under State law from the date of the
22 written demand.

23 E. In the event that it is later determined that the AGREEMENT was terminated upon
24 grounds which did not justify a termination for Event of Default, such termination shall be deemed a
25 termination for convenience pursuant to Article 22, Termination for Convenience.

26 F. Performance by Surety: Upon receipt of a demand from AUTHORITY requiring Surety

1 to complete the Work, Surety shall diligently and promptly take charge of the Work and complete this
2 AGREEMENT pursuant to its terms at its own expense, receiving the balance of the funds due
3 CONTRACTOR, minus any permissible deductions under this AGREEMENT. In the event
4 AUTHORITY undertakes to complete the Work with its own forces or by way of contract, all costs
5 incurred by AUTHORITY shall be deducted from the amounts due or may become due to
6 CONTRACTOR. If such expense exceeds the sum payable under this AGREEMENT, then
7 CONTRACTOR and Surety shall be jointly and severally liable for the amount of the excess expense
8 up to the amount of the Performance Bond in existence at the time this AGREEMENT is terminated.

9 **ARTICLE 22. TERMINATION FOR CONVENIENCE**

10 A. AUTHORITY may terminate this AGREEMENT for its convenience at any time in whole or in
11 part, by giving CONTRACTOR written Notice thereof. AUTHORITY shall terminate by delivering to
12 CONTRACTOR a written Notice of Termination for Convenience specifying the extent of termination and
13 its effective date. Upon termination, CONTRACTOR shall discontinue performance of all or that portion
14 of Work, as set forth in such Notice and AUTHORITY shall pay CONTRACTOR its allowable costs
15 incurred to date of that portion terminated. The rights, duties and obligations of the parties shall be
16 construed in accordance with the applicable provisions of CFR Title 48, Chapter 1, Part 49, of the
17 Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to
18 termination for convenience. If AUTHORITY sees fit to terminate this AGREEMENT for convenience,
19 said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced
20 above and Article 11, Notices, herein. Upon receipt of said notification, CONTRACTOR shall immediately
21 proceed with all obligations, regardless of any delay in determining or adjusting any amounts due under
22 this Article, and agrees to comply with all applicable provisions of the FAR pertaining to termination for
23 convenience. Thereafter, CONTRACTOR shall have no further claims against AUTHORITY under this
24 AGREEMENT.

25 B. Upon termination, AUTHORITY shall be entitled to all Work, including but not limited to,
26 reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed

1 to that date, whether completed or not.

2 C. AUTHORITY may temporarily suspend this Agreement. Upon AUTHORITY providing
3 written notice of such suspension to CONTRACTOR, CONTRACTOR shall immediately suspend all
4 activities under this Agreement; provided that AUTHORITY agrees to reimburse CONTRACTOR only for
5 costs necessarily incurred in ceasing such activities. A temporary suspension may be issued concurrent
6 with the notice of termination.

7 **ARTICLE 23. ACCEPTANCE**

8 A. **BOS Acceptance of Implementation Phase:**

9 1. The phases of the Project are set forth in Article 7, Start and Phases of Work.

10 2. AUTHORITY, in its sole discretion, may grant BOS Acceptance of the
11 Implementation Phase if it deems that the Work on the Implementation Phase is substantially complete,
12 and the following conditions have been met:

13 a. CONTRACTOR has passed the On-Site Installation and Commissioning
14 Test, and Go-Live has been Approved in accordance with the Scope of Work and Requirements;

15 b. CONTRACTOR has substantially passed and has been given
16 conditional Approval of the BOS Acceptance test; and

17 c. CONTRACTOR has committed to completing remaining punch list items
18 and provided proof to AUTHORITY's satisfaction thereof.

19 3. AUTHORITY shall issue a written Notice of BOS Acceptance for the
20 Implementation Phase upon satisfaction of the conditions listed above in items 2a through 2c. The
21 occurrence of BOS Acceptance shall not relieve CONTRACTOR of any of its continuing obligations
22 hereunder.

23 B. **Final Acceptance of Implementation Phase:**

24 Final Acceptance of an Implementation Phase shall be deemed to have occurred when all of the
25 following conditions have been met:

26 1. CONTRACTOR has provided a Final Acceptance letter certification to close out

1 the Implementation Phase. The certification shall include but not be limited to: total costs associated with
2 the Implementation Phase, date of Work completion for that phase and any additional required
3 information contained in items 2 through 8 below:

4 2. Any and all punch list items have been satisfactorily completed and Approved by
5 AUTHORITY and final Approval of the Acceptance Test, has been granted by AUTHORITY;

6 3. Escrowed Software has been delivered to AUTHORITY in accordance with the
7 Escrow Agreement;

8 4. CONTRACTOR has delivered and AUTHORITY has Approved all Deliverables,
9 including As-Built Documentation/Drawings, as defined in the Scope of Work and Requirements;

10 5. An affidavit has been delivered to AUTHORITY signed by the CONTRACTOR,
11 stating all debts and claims of Suppliers and Subcontractors have been paid and/or settled;

12 6. All CONTRACTOR claims for the Implementation Phase are deemed to be
13 resolved by AUTHORITY, and the CONTRACTOR has submitted a statement that no such requests or
14 disputes will be applied for; any and all claims under this AGREEMENT are resolved, and that no such
15 claims will be made;

16 7. All of CONTRACTOR's other obligations, including payment of liquidated
17 damages under the Implementation Phase, shall have been satisfied in full or waived in writing by
18 AUTHORITY; and

19 8. AUTHORITY shall have delivered to the CONTRACTOR a Notice of Final
20 Acceptance for the phase.

21 C. Closeout of O&M Phase:

22 Closeout of the O&M Phase shall be deemed to have occurred when all of the following conditions
23 have been met:

24 1. The CONTRACTOR shall have provided a letter certification to close out the O&M
25 Phase. The certification shall include but not be limited to: total costs associated with the phase, date of
26 phase completion and any additional required information contained in items 2 through 10 below:

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2 2. Delivery by the CONTRACTOR and Approval by AUTHORITY of all Deliverables,
3 including As-Built Documentation/Drawings, as required in the Scope of Work and Requirements;

4 3. The CONTRACTOR has met all transition and succession requirements pursuant
5 to the Scope of Work and Requirements;

6 4. All licenses and leases subject to transfer or assignment to AUTHORITY have
7 been transferred or assigned;

8 5. Any and all CONTRACTOR action items associated with the phase have been
9 satisfactorily completed and Approved by AUTHORITY;

10 6. An affidavit has been delivered to AUTHORITY signed by CONTRACTOR, stating
11 all debts and claims of Suppliers and Subcontractors have been paid and/or settled;

12 7. All CONTRACTOR claims for the phase are deemed to be resolved by
13 AUTHORITY, and CONTRACTOR has submitted a statement that no such requests or disputes will be
14 applied for; any and all claims under this AGREEMENT are resolved, and that no such claims will be
15 made;

16 8. The CONTRACTOR shall provide AUTHORITY with all required materials,
17 fixtures, furnishings, Equipment and Software; documentation and manuals, either owned by or licensed
18 to AUTHORITY, pursuant to this AGREEMENT. All such materials have been verified by AUTHORITY
19 to be in good working order;

20 9. All of CONTRACTOR's other obligations under the O&M Phase, including
21 liquidated damages, shall have been satisfied in full or waived in writing by AUTHORITY; and

22 10. AUTHORITY shall have delivered to CONTRACTOR a Notice of Closeout for the
23 phase.

24 D. AUTHORITY's beneficial use of the Deliverables during any phase prior to AGREEMENT
25 closeout shall not constitute Acceptance of any Deliverable, nor shall such use give rise to a claim for
26 equitable adjustment.

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2 **ARTICLE 24. INSPECTION**

3 A. All Work, Sites, and Facilities shall be subject to inspection and testing by AUTHORITY
4 at all reasonable times. Any inspection, test or Approval is for the sole benefit of AUTHORITY and shall
5 not relieve CONTRACTOR of the responsibility of providing Quality Control measures to assure that the
6 Work strictly complies with requirements of this AGREEMENT. No inspection or test or Approval by
7 AUTHORITY or its representative shall be construed as constituting or implying Acceptance unless all
8 criteria for Acceptance have been met in accordance with Article 23, Acceptance. Inspection or test or
9 Approval shall not relieve CONTRACTOR of responsibility for damage to or loss of the material prior to
10 Acceptance, nor in any way affect the continuing rights of AUTHORITY after Acceptance of the completed
11 Work.

12 B. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor,
13 Equipment and material reasonably needed for performing inspection and testing in a safe and
14 convenient manner as may be required by AUTHORITY and as further set forth in the Scope of Work
15 and Requirements. All inspections and tests by AUTHORITY shall be performed in such manner as to
16 not unnecessarily delay the Work. AUTHORITY reserves the right to charge to CONTRACTOR any
17 additional cost of inspection or test when material or workmanship is not ready at the time specified by
18 CONTRACTOR for inspection or test or when re-inspection or retest is necessitated by prior rejection.

19 **ARTICLE 25. INTELLECTUAL PROPERTY**

20 A. Project Intellectual Property:

21 1. CONTRACTOR acknowledges and agrees that all Intellectual Property
22 authored, created, and invented under this AGREEMENT and/or for the purposes of the Project, in
23 any medium, is either owned by AUTHORITY or specially ordered or commissioned by AUTHORITY
24 including works made for hire in accordance with Section 101 of the Copyright Act of the United States
25 ("Project Intellectual Property"), CONTRACTOR hereby irrevocably and exclusively assigns to
26 AUTHORITY, immediately upon creation, authorship, development or invention of the Project

1 Intellectual Property and without any restriction or condition precedent, (i) all rights, title and interest
2 in and to such Intellectual Property and (ii) physical possession and all rights, title and interest in any
3 executable code and all Source Code, programmer notes, and other documentation and other relevant
4 Software (collectively, the "IP Materials"). To perfect or register AUTHORITY Intellectual Property
5 rights under this Section, CONTRACTOR agrees to execute such further documents and to do such
6 further acts as may be necessary to perfect, register, or enforce AUTHORITY ownership of such rights,
7 in whole or in part. If CONTRACTOR fails or refuses to execute any such documents, CONTRACTOR
8 hereby appoints AUTHORITY as CONTRACTOR's attorney-in-fact (this appointment to be irrevocable
9 and a power coupled with an interest) to act on CONTRACTOR's behalf and to execute such documents.
10 AUTHORITY hereby grants to CONTRACTOR a limited, non-exclusive license to use, exploit,
11 manufacture, distribute, reproduce, adapt and display AUTHORITY Intellectual Property developed and
12 owned by AUTHORITY independently of this AGREEMENT ("AUTHORITY Intellectual Property") and
13 Project Intellectual Property, solely in connection with and limited to: (a) incorporation of relevant
14 Intellectual Property into the Project or Work; (b) performance, provision, furnishing and discharge of the
15 Work; and (c) licensing to other entities (to the extent required for Interoperability). Except as provided in
16 this Article 25, no Intellectual Property rights of AUTHORITY, including the AUTHORITY's name and
17 other trademarks, are granted to CONTRACTOR and all other rights are reserved to AUTHORITY. All
18 rights granted in this Article 25.A.1 only, shall terminate at the expiration of the Term or upon earlier
19 termination subject to Articles 21 or 22.

20 2. CONTRACTOR shall deliver to AUTHORITY all AUTHORITY Materials,
21 documents, results and related materials created in the development of Project Intellectual Property as
22 soon as (i) incorporated into Project, or any Deliverable, Work, service(s), and/or Software, including any
23 Upgrades, Updates or Enhancements, (ii) required by the AGREEMENT or Scope of Work and
24 Requirements, or (iii) reasonably practicable, provided that all such IP Materials, shall be delivered to
25 AUTHORITY not later than the effective termination date of this AGREEMENT, including expiration date
26 of the Term.

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3 B. CONTRACTOR Intellectual Property:

4 1. CONTRACTOR hereby grants to AUTHORITY an irrevocable, perpetual, non-
5 exclusive, transferable (solely to an AUTHORITY assignee or successor in interest), fully paid-up right
6 and license to use, distribute, reproduce, adapt and display, and prepare derivative works of the
7 CONTRACTOR Intellectual Property solely for the Project or any Deliverable, Work, service(s), and/or
8 Software, including any Upgrades, Updates or Enhancements. CONTRACTOR Intellectual Property shall
9 mean Intellectual Property authored, created or invented by CONTRACTOR either (a) prior to the
10 Effective Date or (b) independently of the AGREEMENT. The rights granted herein shall survive the
11 termination, expiration or cancellation of this AGREEMENT or any rights related thereto.

12 2. CONTRACTOR shall identify and disclose all CONTRACTOR Intellectual
13 Property required by, incorporated in or integrated into the Project, or any Deliverable, Work,
14 service(s), and/or Software, including any Upgrades, Updates or Enhancements, including (when
15 reasonably available): full and specific information detailing Intellectual Property claimed, date of
16 authorship, creation and/or invention, date of application(s), application number(s) and registering
17 entity(ies), date of registration(s), registration number(s) and registering entity(ies), if any, and owner
18 including person or entity name and address. Subject to the Intellectual Property deposit requirements
19 of Article 27, CONTRACTOR shall not be required to identify or disclose CONTRACTOR Intellectual
20 Property only to the extent that doing so would eliminate or substantially limit the legal protections for
21 such Intellectual Property.

22 C. Third-Party Intellectual Property:

23 1. CONTRACTOR shall secure license(s) in the name of AUTHORITY to use,
24 execute, perform, sublicense, distribute, reproduce, adapt, display, and prepare derivative works of
25 Third-Party Intellectual Property in connection with or any Deliverable, Work, Service(s), and/or
26 Software, including any Upgrades, Updates or Enhancements, including a representation and

1 warranty that the Third-Party Intellectual Property does not infringe the rights, including Intellectual
2 Property rights, of any other person or entity. Third-Party Intellectual Property shall mean Intellectual
3 Property owned by any person or entity unrelated to CONTRACTOR which is incorporated into the
4 Project, Work or services. AUTHORITY shall review and Approve, in its sole discretion, any license(s)
5 pursuant to this Article and in no event shall CONTRACTOR incorporate Third-Party Intellectual
6 Property into the Project, or any Deliverable, Work, service(s), and/or Software, including any
7 Upgrades, Updates or Enhancements without first securing such licenses and subject to
8 AUTHORITY's prior review and Approval.

9 2. CONTRACTOR shall Identify and disclose to AUTHORITY all Third-Party
10 Intellectual Property contained, or included, i) in the Project Intellectual Property, including (when
11 reasonably available): or (ii) in the Project, or any Deliverable, Work, service(s), and/or Software, including
12 any Upgrades, Updates or Enhancements, including (when reasonably available): full and specific
13 information detailing Intellectual Property claimed; date of authorship, creation and/or invention; date of
14 application(s); application number(s) and entity(ies); date of registration(s), registration number(s) and
15 registering entity(ies), if any, and owner, including person or entity name and address.

16 3. CONTRACTOR shall obtain from each owner of the Third-Party Intellectual
17 Property prior consent to have the relevant Third-Party Intellectual Property deposited into an Escrow in
18 accordance with Article 26, Intellectual Property Escrows, or, to the extent the owner of the relevant Third-
19 Party Intellectual Property has not provided such consent, obtain AUTHORITY's prior written Approval
20 for a waiver of this requirement.

21 4. CONTRACTOR shall not incorporate Third-Party Intellectual Property into the
22 Project without first obtaining (a) the licenses described in Article 25.C.1 and (b) consent for the delivery
23 or deposit of IP Materials from each owner of the Third-Party Intellectual Property, or unless such
24 requirement is waived by AUTHORITY in accordance with Article 25.C.3. The rights granted in Article
25 25.C.1 shall survive the termination, expiration or cancellation of this AGREEMENT or any rights related
26 thereto.

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3 D. Delivery of IP Materials: CONTRACTOR shall deliver CONTRACTOR and Third-Party IP
4 Materials into Escrow in accordance with Article 26, Intellectual Property Escrow and Article 27, Escrow
5 Agreement Dates.

6 E. Payments Inclusive: CONTRACTOR acknowledges and agrees that the payments
7 provided for in Article 8 include all royalties, fees, costs and expenses arising from or related to the Project
8 Intellectual Property, including without limitation any fees pursuant to Articles 25, 26, and 27.
9 CONTRACTOR acknowledges that AUTHORITY is a public agency subject to state laws, including the
10 California Public Records Act (California Government Code §6250, et seq.) (the "Public Records Act").
11 Notwithstanding any designation or communication by CONTRACTOR that any CONTRACTOR
12 information or materials provided under this AGREEMENT may be confidential or proprietary,
13 CONTRACTOR consents in advance to AUTHORITY's disclosure of the same if AUTHORITY
14 determines that it is required by law to disclose. Such disclosure shall not constitute a breach of this
15 AGREEMENT. AUTHORITY will provide reasonable notice to CONTRACTOR of any request for
16 disclosure of information or materials identified by CONTRACTOR as "confidential", "trade secret" or
17 "proprietary" or otherwise considered confidential under this AGREEMENT. If CONTRACTOR wishes to
18 oppose any such disclosure, CONTRACTOR shall assume the opposition to such disclosure(s) or shall
19 indemnify AUTHORITY for all costs incurred (including attorneys' fees and court costs) in connection with
20 any opposition to such disclosure.

21 **ARTICLE 26. INTELLECTUAL PROPERTY ESCROW**

22 A. CONTRACTOR acknowledges that AUTHORITY must be ensured access to
23 CONTRACTOR and Third-Party IP Materials at any time and must be assured that such IP Materials are
24 delivered to Escrow pursuant to Article 26 and Articles 27.

25 B. CONTRACTOR or an owner of Third-Party Intellectual Property shall deposit the IP
26 Materials with an Escrow Agent. AUTHORITY and CONTRACTOR shall: (a) mutually select an escrow

1 company ("Escrow Agent") engaged in the business of receiving and maintaining escrows of software
2 source code and/or other intellectual property; (b) establish an Escrow (with the Escrow Agent on terms
3 and conditions substantially similar to terms and conditions of the Form of Intellectual Property Escrow
4 AGREEMENT, Form H), for the deposit, retention, upkeep, authentication, confirmation and release of
5 IP Materials to AUTHORITY pursuant to this AGREEMENT; (c) adhere to the deposit dates set forth in
6 Article 27 and (c) determine a process for releasing from Escrow the IP Materials to be delivered to
7 AUTHORITY pursuant to this AGREEMENT. Intellectual Property Escrows also may include Affiliates
8 as parties and may include deposit of their Intellectual Property.

9 C. CONTRACTOR shall be responsible for the fees and costs of establishing and
10 maintaining the Escrow Agent for the Term. AUTHORITY shall be responsible for all costs arising in
11 connection with the maintenance of the Escrow referred to in this Article beyond the Term.

12 D. The Escrow shall survive expiration or earlier termination of this AGREEMENT regardless
13 of the reason.

14 E. The IP Materials shall be released and delivered to AUTHORITY in any of the following
15 circumstances:

- 16 1. This AGREEMENT is terminated for any reason including expiration of the Term;
- 17 2. A voluntary or involuntary bankruptcy or insolvency of CONTRACTOR occurs;
- 18 3. CONTRACTOR is dissolved or liquidated; and
- 19 4. CONTRACTOR or any third party, pursuant to a license under Article 25.C.2, (a)
20 fails or ceases to provide services as necessary to permit continued use of any such Intellectual Property
21 or (b) otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying,
22 maintaining and servicing the software, product, part or other item containing the IP Materials pursuant
23 to a license or any sublicense thereof.

24 F. Any CONTRACTOR Intellectual Property released and delivered to AUTHORITY under
25 the terms of this AGREEMENT shall be deemed confidential and not disclosed or distributed to any third
26 party without a non-disclosure agreement to ensure such confidentiality. Without limiting the license

1 grants provided in this Article and subject to the confidentiality obligations of this section, any and all rights
2 to CONTRACTOR Intellectual Property granted to AUTHORITY pursuant to paragraph B of Article 25
3 shall include the right to sublicense and disclose such CONTRACTOR Intellectual Property to
4 AUTHORITY employee, agent, representative, vendor, assignee or affiliate in its sole discretion.

5 **ARTICLE 27. ESCROW AGREEMENT**

6 A. Within forty-five (45) Calendar Days from the Effective Date, AUTHORITY, an Escrow
7 Agent, and CONTRACTOR shall enter into an Escrow AGREEMENT substantially as set forth in Article
8 26.

9 B. AUTHORITY may at its sole discretion require an initial deposit of the complete
10 CONTRACTOR IP Materials within sixty (60) Calendar Days of AGREEMENT Effective Date.

11 C. Additional deposits shall be made to the Escrow within ten (10) Calendar Days of Go-Live
12 and within ten (10) Calendar Days of BOS Acceptance.

13 D. In the event CONTRACTOR updates, revises or supplements any of the IP Materials
14 deposited or revises, supplements or creates additional information, CONTRACTOR shall deposit a
15 complete set of such revised, supplemented, or additional information with the Escrow Agent as soon as
16 reasonably practicable, but in no event more than thirty (30) Calendar Days after such revision,
17 supplement or addition and shall indicate with each deposit what information and which documents and
18 pages have been revised, supplemented or added since the last deposit.

19 E. CONTRACTOR shall make deposits of the complete set of IP Materials current at the time
20 of deposit, at a minimum of semi-annually if no deposits provided for in paragraph D have occurred within
21 the relevant preceding six-month period.

22 **ARTICLE 28. WARRANTIES**

23 A. CONTRACTOR warrants the following:

24 1. All guarantees and warranties made herein are fully enforceable by AUTHORITY
25 acting in its own name.

26 2. The Equipment, Hardware, and Software CONTRACTOR installs and places into

1 operation will not result in any damage to existing facilities, walls or other parts of adjacent, abutting or
2 /
3 overhead buildings, railroads, bridges, roadway, structures, surfaces, or cause any physical or mental
4 injury to any person.

5 3. All provided Hardware and Equipment is new unless otherwise specifically
6 Approved by AUTHORITY.

7 B. BOS Warranty:

8 The CONTRACTOR shall provide a full BOS warranty on all System Equipment, Hardware, and
9 Software beginning from the date of Readiness for Go-Live through the end of the O&M Phase hereinafter
10 referred to as "BOS Warranty Period", warranting that the full System shall be as set forth in the Scope
11 of Work and Requirements. During the BOS Warranty Period, AUTHORITY shall not be charged for any
12 Maintenance or Software Support Services performed on the BOS, other than Maintenance payments
13 identified in the CONTRACTOR Price Proposal. In the period after installation and prior to the
14 commencement of the O&M Phase, all Maintenance and Software Support Services shall also be at
15 CONTRACTOR's sole expense. Further, at all times during the Term, CONTRACTOR shall promptly
16 repair or replace, at its own cost or expense, including, the cost of removal, installation and transportation,
17 any unit of Equipment, Hardware, or Software, or part or component thereof, which proves defective or
18 otherwise fails to comply with Exhibit B, Scope of Work and Requirements, such that it complies with the
19 Scope of Work and Requirements. All fees associated with restocking cancelled or returned orders shall
20 be the responsibility of CONTRACTOR.

21 C. Software Warranties:

22 CONTRACTOR warrants that the Software needed to operate the BOS shall be as set forth in
23 the Scope of Work and Requirements, and that commencing upon Go-Live, and for the Term, the
24 Software and each module or component and function thereof shall:

- 25 1. Be free from defects in materials and workmanship under normal use;
- 26 2. Remain in good working order, be free from viruses; trap doors; disabling devices;

1 Trojan horses; disabling codes; back doors; time bombs; drop-dead devices; worms, and any other type
2 of malicious or damaging code or other technology or means which has the ability to interfere with the
3 use of the BOS by AUTHORITY or its designees, or permit access to AUTHORITY's computing systems
4 without its knowledge or contrary to its system connectivity policies or procedures;

5 3. Not interfere with toll collection;

6 4. Operate and function fully, properly and in conformity with the warranties in this
7 AGREEMENT;

8 5. Operate fully and correctly in the operating environment identified in the Scope of
9 Work and Requirements, including by means of the full and correct performance of the Software, and all
10 Updates, Upgrades, Enhancements, or new releases of the Software, on or in connection with the
11 Equipment, any Updates, Upgrades, Enhancements, or new releases to such Equipment, and any other
12 Software used by or in connection with any such Equipment;

13 6. Be fully compatible and Interface completely and effectively with the Equipment,
14 including other Software programs provided to AUTHORITY hereunder, such that the Software and other
15 Equipment combined will perform and continuously attain the standards identified in the Scope of Work
16 and Requirements; and

17 7. Accurately direct the operation of the BOS, as required by the Scope of Work and
18 Requirements, and the descriptions, specifications and documentation set forth therein and herein.

19 D. Software Maintenance Services:

20 During the Term, CONTRACTOR shall, at its own cost and expense, provide Maintenance and
21 Software Support Services to keep the Software in good working order and free from defects such that
22 the BOS shall perform in accordance with this AGREEMENT, including Scope of Work and
23 Requirements.

24 1. The CONTRACTOR shall provide technical support and shall, at its own cost and
25 expense, timely remedy any failure, malfunction, defect or non-conformity in Software, in accordance with
26 Scope of Work and Requirements.

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3 2. CONTRACTOR shall provide AUTHORITY the most current release of all
4 Software available on the date of delivery of the BOS Software to maintain optimum performance
5 pursuant to this AGREEMENT.

6 3. CONTRACTOR shall promptly provide Notice to AUTHORITY in writing of any
7 defects or malfunctions in the Software, regardless of the source of information. CONTRACTOR shall
8 promptly correct all defects or malfunctions in the Software or documentation discovered and shall
9 promptly provide AUTHORITY with corrected copies of same, without additional charge. If Software can
10 only be corrected in conjunction with additional or revised Hardware, CONTRACTOR shall provide such
11 Hardware to AUTHORITY, and the cost of such Hardware shall be borne by CONTRACTOR, and not be
12 reimbursable by AUTHORITY.

13 a. No Updates, Upgrades, or Enhancements shall adversely affect the
14 performance of the BOS, in whole or in part, or result in any failure to meet any Requirements of the
15 Scope of Work and Requirements.

16 b. The CONTRACTOR shall ensure continued satisfactory performance by
17 the current operating system of the Software in accordance with all provisions of this Article.

18 c. In the event that the Software does not satisfy the conditions of
19 performance set forth in the Scope of Work and Requirements, the CONTRACTOR is obligated to
20 promptly repair or replace such Software at the CONTRACTOR's sole cost and expense or, if expressly
21 agreed to in writing by AUTHORITY, provide different Software, and perform Work required to attain the
22 performance Requirements set forth in the Scope of Work and Requirements.

23 d. In the event of any defect in the media upon which any tangible portions
24 of the Software are provided, the CONTRACTOR shall provide AUTHORITY with a new copy of the
25 Software.

26 e. Without releasing the CONTRACTOR from its obligations for warranty

1 (during an applicable warranty period), support or Maintenance of the Software, AUTHORITY shall have
2 the right to use and maintain versions of the Software provided by the CONTRACTOR which are one or
3 more levels behind the most current version of such Software and to refuse to install any Updates,
4 Upgrades or Enhancements if, in AUTHORITY's discretion, installation of such Updates, Upgrades or
5 Enhancements would interfere with its Operations. CONTRACTOR shall not, however, be responsible or
6 liable for the effect of any error or defect in the version of the Software then in use by AUTHORITY that
7 occurs after the CONTRACTOR has both (i) offered, by written Notice to AUTHORITY, a suitable
8 correction (by way of Update, Upgrade, Enhancement, or otherwise) of such error or defect and (ii)
9 provided AUTHORITY a reasonable opportunity to implement such existing correction, provided that the
10 CONTRACTOR establishes that neither the implementation nor the use of such correction would limit,
11 interfere with, adversely affect, or materially alter the interoperability, functionality or quality of the BOS.

12 E. Third-Party Warranties

13 CONTRACTOR shall assign to AUTHORITY, and AUTHORITY shall have the benefit of, any and
14 all Subcontractors' and Suppliers' warranties and representations with respect to the BOS and Work
15 provided hereunder. The CONTRACTOR's agreements with Subcontractors, Suppliers and any other
16 third parties shall require that such parties (a) consent to the assignment of such warranties and
17 representations to AUTHORITY, (b) agree to the enforcement of such warranties and representations by
18 AUTHORITY in its own name, and (c) furnish to AUTHORITY, the warranties set forth herein. The
19 CONTRACTOR shall obtain maintenance agreements for third-party Software. CONTRACTOR shall
20 secure such maintenance agreements for the same duration and upon the same terms and conditions
21 as the Maintenance provisions between the CONTRACTOR and AUTHORITY. At AUTHORITY's
22 request, CONTRACTOR shall provide supporting documentation which confirms that these warranties
23 are enforceable in AUTHORITY's name.

24 F. Data Accuracy

25 CONTRACTOR acknowledges and understands that the data and/or information it collects,
26 processes and/or provides to AUTHORITY will be relied upon by AUTHORITY and other persons or

1 entities that are now or will in the future be under agreement with AUTHORITY in accordance with the
2 Scope of Work and Requirements. Should CONTRACTOR become aware that information derived and
3 provided by CONTRACTOR is inaccurate and may cause AUTHORITY to incur damages or additional
4 expenses, the CONTRACTOR shall immediately place any applicable insurance carrier on notice of a
5 potential claim. This provision shall survive termination of this AGREEMENT, and the CONTRACTOR
6 agrees to waive any applicable limitation periods consistent with enforcement of this provision.

7 G. Neither Final Acceptance of the Implementation Phase of the BOS and Work or payment
8 therefor, nor any provision in this AGREEMENT, nor partial or entire use of the BOS and Work by
9 AUTHORITY shall constitute Approval of Work not performed in accordance with this AGREEMENT or
10 relieve the CONTRACTOR of liability for any express or implied warranties or responsibility for faulty
11 materials or workmanship.

12 H. The obligations set forth in this Article shall be in addition to any other warranty obligations
13 set forth in this AGREEMENT. All provisions of this Article, referring or relating to obligations to be
14 performed pursuant to an applicable warranty period that extends beyond the Term, shall survive the
15 expiration, cancellation or earlier termination of this AGREEMENT.

16 **ARTICLE 29. ADDITIONAL CONTRACTOR WARRANTIES**

17 A. CONTRACTOR warrants that it is fully experienced and properly qualified, licensed,
18 equipped, organized and financed to perform all the Work.

19 B. CONTRACTOR warrants that all Work will be provided in accordance with this
20 AGREEMENT.

21 C. CONTRACTOR warrants that (1) all Work performed and all Equipment, Software,
22 Hardware and other material provided under this AGREEMENT by CONTRACTOR or any of its
23 Subcontractors or Suppliers conforms to the requirements herein and is free of any defects; and (2)
24 Equipment, Software, and Hardware furnished by CONTRACTOR or any of its Subcontractors or
25 Suppliers at any tier, shall be of modern design, in good working condition, and fit for use of its intended
26 purpose. For any Equipment, Software, or Hardware purchased within twelve (12) months of the end of

1 the Term, such warranty shall continue for a period of one (1) year from the end of the Term or for the
 2 manufacturer's standard warranty, whichever is longer.

3 **ARTICLE 30. DEFECTS/FAILURE**

4 A. Upon discovery of any defect or failure in the Software, Equipment or Hardware,
 5 CONTRACTOR shall promptly provide AUTHORITY notice thereof and repair or replace same at its sole
 6 cost and expense. If expressly agreed to in writing by AUTHORITY, CONTRACTOR may provide
 7 different Software, Equipment or Hardware. In the event of any defect in the media upon which any
 8 tangible portions of the Software are provided, the CONTRACTOR shall provide AUTHORITY with a new
 9 copy of the Software. In addition, CONTRACTOR shall remedy at its own expense any damage to
 10 AUTHORITY owned or controlled real or personal property, when that damage arises out of such defects.

11 B. In the event AUTHORITY determines there is a defect or failure in the Software,
 12 Equipment or Hardware or damage to AUTHORITY property, AUTHORITY shall notify CONTRACTOR
 13 in writing within a reasonable time after the discovery of same. CONTRACTOR has seven (7) Calendar
 14 Days from receipt of notice from AUTHORITY to respond and indicate how CONTRACTOR will remedy
 15 the failure, defect, or damage. If AUTHORITY is not satisfied with CONTRACTOR'S proposed remedy,
 16 CONTRACTOR and AUTHORITY shall, within three (3) Business Days, meet and mutually agree when
 17 and how CONTRACTOR shall remedy such violation. In the case of an emergency requiring immediate
 18 corrective action, CONTRACTOR shall implement such action necessary to remedy the defect, failure or
 19 damage as required by AUTHORITY.

20 C. Should CONTRACTOR fail to remedy any failure, defect or damage within a reasonable
 21 time to the reasonable satisfaction of AUTHORITY, AUTHORITY shall have the right with its own forces
 22 or other contractors, to replace, repair or otherwise remedy such failure, defect or damage at
 23 CONTRACTOR's expense. In addition, CONTRACTOR shall be liable for all damages arising out its
 24 failure to promptly remedy the defect, failure or damage.

25 D. CONTRACTOR agrees to promptly remedy, at no cost to AUTHORITY, any defects
 26 determined by AUTHORITY to be Pervasive, such that if AUTHORITY determines that any Equipment,

1 Hardware, component, sub-component or Software is experiencing continued or repetitive failure that
2 requires constant replacement or repair, CONTRACTOR agrees that a “Pervasive Defect” shall be
3 deemed to be present in such affected types of Equipment, Hardware, or Software. CONTRACTOR shall
4 perform an investigation of the issues and prepare a report that includes a reason for the failure and its
5 plan for resolution. This report and a resolution plan shall be produced by CONTRACTOR and submitted
6 to AUTHORITY within seven (7) Calendar Days of notification by AUTHORITY of the Pervasive Defect.
7 The report and plan shall include the investigation results, remediation steps performed to-date, and a
8 plan and schedule to complete the Pervasive Defect resolution. Such resolution shall be in a manner
9 satisfactory to AUTHORITY and that permanently addresses the problem and corrects the defect so that
10 such defect does not continue to occur. The status shall be updated and briefed in weekly meetings until
11 resolution is complete. Notwithstanding the foregoing, AUTHORITY does not waive any of their other
12 rights enumerated in paragraphs A through C of this Article.

13 E. The obligations set forth in this Article shall be in addition to any warranty obligations set
14 forth in this AGREEMENT. The provisions of this Article shall survive the expiration or earlier termination
15 of this AGREEMENT.

16 F. All Subcontractors, manufacturers, and Suppliers' warranties, expressed or implied,
17 respecting any Work, Equipment, Software or Hardware furnished hereunder, shall, at the direction of
18 AUTHORITY, be enforced by CONTRACTOR for the benefit of AUTHORITY.

19 G. If directed by AUTHORITY, CONTRACTOR shall require any such warranties to be
20 executed in writing to AUTHORITY.

21 H. The obligations and remedies specified in this Article shall not limit AUTHORITY's rights
22 and remedies provided elsewhere in this AGREEMENT.

23 **ARTICLE 31. COORDINATION WITH OTHER CONTRACTORS**

24 A. During the course of this AGREEMENT, AUTHORITY may undertake or award other
25 agreements for additional work, including but not limited to separate agreements with different contractors
26 related to the Scope of Work and Requirements, including the Electronic Toll and Traffic Management

1 (ETTM) System Contractor, the Design-Build Contractor for the 405 Improvement Project, and the
2 Roadway Service Contractor for the I-405. It is critical that close coordination with interfacing contractors
3 occurs throughout the Term. CONTRACTOR shall fully cooperate with AUTHORITY and the parties to
4 all other contracts and carefully integrate and schedule its own Work with said contractors.

5 B. CONTRACTOR shall be required to perform Work in the AUTHORITY's CSC Facility(ies).
6 CONTRACTOR shall be subject to and shall comply with the terms of any associated leases and shall
7 coordinate with the landlord in all aspects of its occupancy and operations at the Facility(ies).

8 C. Should problems in coordination with other contractor(s) occur, the
9 CONTRACTOR shall make AUTHORITY aware of these problems immediately and shall take
10 steps to address the problems and mitigate any delays or additional costs.

11 D. CONTRACTOR shall cooperate with such other contractors or forces performing
12 construction or work of any other nature within or adjacent to the Sites specified in order to avoid
13 any delay or hindrance to such other contractors or forces. AUTHORITY reserves the right to
14 perform other or additional work at or near the Site (including material sources) at any time, by
15 the use of other forces.

16 E. CONTRACTOR shall be responsible to other contractor(s) for all damage to work,
17 to persons or property caused by CONTRACTOR, its Subcontractor(s), or its Suppliers, and
18 losses caused by unnecessary delays or failure to finish the Work within the time specified for
19 completion. Any damage to Work, persons or property of CONTRACTOR by other contractors
20 shall be the responsibility of other contractor(s) and CONTRACTOR shall have no claim against
21 AUTHORITY or Caltrans.

22 F. Upon Approval of the design, including Project infrastructure, construction, or
23 installation design, CONTRACTOR shall assume responsibility for the design to the extent that if
24 the Work is installed as designed and the BOS or CSC does not meet the Performance
25 Measurements of this AGREEMENT, the CONTRACTOR shall be responsible for the costs of
26 redesign, civil rework, and additional Equipment costs and any other costs associated with the

1 sub-standard performance.

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3 **ARTICLE 32. INSPECTION OF SITE**

4 CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions
5 affecting the Work including, but not restricted to, building locations, Facilities, conditions, size, layout,
6 parking, transportation, disposal, availability of labor, roads, and other similar physical conditions at the
7 Sites, and the character of Equipment and Facilities needed preliminary to and during prosecution of the
8 Work. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it
9 from responsibility for the difficulty or cost of successfully performing the Work. AUTHORITY assumes
10 no responsibility for any conclusions or interpretations made by CONTRACTOR on the basis of the
11 information made available by AUTHORITY.

12 **ARTICLE 33. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

13 All design and engineering Work furnished by CONTRACTOR shall be performed by or under the
14 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the
15 State of California, by personnel who are careful, skilled, experienced and competent in their respective
16 trades or professions, who are professionally qualified to perform the Work in accordance with the
17 AGREEMENT documents and who shall assume professional responsibility for the accuracy and
18 completeness of the design documents and construction documents prepared or checked by them.

19 **ARTICLE 34. SEISMIC SAFETY REQUIREMENTS**

20 CONTRACTOR agrees to ensure that all Work performed under this AGREEMENT including
21 work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety
22 Regulations.

23 **ARTICLE 35. ASSIGNMENTS AND SUBCONTRACTS**

24 A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual
25 relation between AUTHORITY and any Subcontractor(s), and no subcontract shall relieve
26 CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be

1 as fully responsible to AUTHORITY for the acts and omissions of its Subcontractor(s) and of
2 persons either directly or indirectly employed by any of them as it is for the acts and omissions of
3 persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its
4 Subcontractor(s) is an independent obligation from AUTHORITY's obligation to make payments
5 to the CONTRACTOR.

6 B. Neither this AGREEMENT nor any interest herein nor claim hereunder may be
7 assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of
8 this AGREEMENT be subcontracted by CONTRACTOR, without the prior written consent of
9 AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its
10 obligations to comply fully with all terms and conditions of this AGREEMENT.

11 C. CONTRACTOR shall perform the Work contemplated with resources available
12 within its own organization; and no portion of the Work pertinent to this AGREEMENT shall be
13 subcontracted without written authorization by AUTHORITY's Contract Administrator, except that,
14 which is expressly identified in the Approved Price Proposal.

15 D. CONTRACTOR shall pay its Subcontractors within seven (7) Calendar Days from
16 receipt of each payment made to CONTRACTOR by AUTHORITY.

17 E. All subcontracts in excess of \$25,000 entered into as a result of this AGREEMENT
18 shall contain all of the provisions stipulated in this AGREEMENT to be applicable to
19 Subcontractors.

20 F. Any substitution or addition of Subcontractor(s) must be Approved in writing by the
21 AUTHORITY's Contract Administrator, prior to the start of work by the Subcontractor(s).

22 G. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope
23 of Work and Requirements to the parties identified below with their subcontract function described below.
24 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not
25 AUTHORITY, is solely responsible for payment to the Subcontractor for the amounts owing, and that the
26 Subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,

employees or sureties for nonpayment by CONTRACTOR.

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Subcontractor Name/Addresses	Subcontractor Function

H. CONTRACTOR shall engage the Collection Agency(ies) and Merchant Services Providers identified above as Subcontractors. The subcontracts between CONTRACTOR and such Collection Agency(ies) and Merchant Service Provider(s) shall name the AUTHORITY as an intended third-party beneficiary or alternatively as a party to the subcontract, as determined by AUTHORITY, and shall incorporate requirements for Collection Agency(ies) and Merchant Services Provider(s) set forth in the Scope of Work and Requirements. Notwithstanding paragraph G of this Article, payment to the Collections Agency(ies) and Merchant Services Provider(s) shall be as set forth in the subcontracts for this Work.

I. AUTHORITY shall have the right to Approve all of the terms and conditions of the Collection Agency(ies) and the Merchant Service Provider(s) agreements prior to execution.

ARTICLE 36. TRANSITION AND SUCCESSION

A. CONTRACTOR acknowledges that the Work and Scope of Work and Requirements are vital to AUTHORITY and must be continued without interruption. Upon termination of the AGREEMENT, a successor(s) (AUTHORITY or a new contractor(s)) may be responsible for providing this Work. The CONTRACTOR agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor(s).

B. Upon expiration of the Term or termination of the AGREEMENT, whether for cause or convenience, CONTRACTOR shall have accomplished a complete transition of the Work being terminated from CONTRACTOR and any Subcontractors to the successor(s) without any interruption of

1 or adverse impact on the Work or any other services provided by third parties (the “Disentanglement”).
2 CONTRACTOR shall cooperate with AUTHORITY and any successor(s) and otherwise promptly take all
3 steps required to assist AUTHORITY in effecting a complete Disentanglement. CONTRACTOR shall
4 provide all information regarding the Work or as otherwise needed for Disentanglement, including data
5 conversion, files, interface specifications, training staff assuming responsibility, and related professional
6 services, to the successor(s), all included as a part of the CONTRACTOR Price Proposal.
7 CONTRACTOR shall provide for the prompt and orderly conclusion of all Work, as AUTHORITY may
8 direct, including completion or partial completion of projects, documentation of Work in process, and other
9 measures to assure an orderly transition to the successor(s). All Work related to Disentanglement as
10 may reasonably be requested by AUTHORITY shall be deemed a part of the base Work and shall be
11 performed by CONTRACTOR at no additional cost to AUTHORITY. CONTRACTOR’s obligation to
12 provide the Work shall not cease until Disentanglement is satisfactory to AUTHORITY, including the
13 performance by CONTRACTOR of all asset-transfers and other obligations of CONTRACTOR provided
14 in this Article, has been completed.

15 C. The Disentanglement process shall begin on any of the following dates: (i) the date prior
16 to end of AGREEMENT, which AUTHORITY has provided in its Notice that CONTRACTOR should
17 commence Disentanglement (ii) the date, prior to the end of any initial or extended term when
18 AUTHORITY provides Notice to CONTRACTOR that AUTHORITY elected not to extend pursuant to the
19 AGREEMENT, or (iii) the date at which any Termination Notice is delivered, if AUTHORITY elects to
20 terminate any or all of the Work pursuant to this AGREEMENT.

21 D. CONTRACTOR and AUTHORITY shall discuss in good faith a plan for executing
22 CONTRACTOR’s Disentanglement obligations and for the transfer of Work in accordance with the Scope
23 of Work and Requirements, however, CONTRACTOR’s obligation under this AGREEMENT to provide
24 all Work necessary for Disentanglement shall not be lessened in any respect. CONTRACTOR shall
25 develop with the new provider and/ or AUTHORITY staff, an End of Agreement Transition Plan as set
26 forth in the Scope of Work and Requirements describing the nature and extent of transition Work required.

1 An updated End of Agreement Transition Plan and dates for transferring responsibilities for each division
2 of Work shall be submitted within thirty (30) Calendar Days of Notice provided under Paragraph C of this
3 Article. Upon completion of AUTHORITY review, all parties will meet and resolve any additional
4 requirements/differences. CONTRACTOR shall be required to perform its Disentanglement obligations
5 on an expedited basis, as determined by AUTHORITY, if AUTHORITY terminates the AGREEMENT for
6 cause.

7 E. Specific Obligations

8 The Disentanglement shall include the performance of the following specific obligations:

9 1. Third-Party Authorizations:

10 Without limiting the obligations of CONTRACTOR pursuant to any other clause herein,
11 CONTRACTOR shall, subject to the terms of any third-party contracts and licenses provided by
12 CONTRACTOR, procure at no charge to AUTHORITY any third-party authorizations necessary to grant
13 AUTHORITY the use and benefit of any third-party contracts and licenses between CONTRACTOR and
14 third-party contractors used to provide the Work, pending their assignment to AUTHORITY.

15 2. Transfer of Assets:

16 CONTRACTOR shall convey to AUTHORITY all AUTHORITY assets in
17 CONTRACTOR's possession and other CONTRACTOR Project assets as AUTHORITY may select, or
18 dispose of such assets in accordance with the Article 42, Disposition of BOS as a Service.

19 3. Transfer of Leases, Licenses, and Contracts:

20 CONTRACTOR, at its expense, shall convey or assign to AUTHORITY such leases,
21 licenses, and other contracts used by CONTRACTOR, AUTHORITY, or any other person in connection
22 with the Work, as AUTHORITY may select. CONTRACTOR's obligation described herein, shall include
23 CONTRACTOR's performance of all obligations under such leases, licenses, and other contracts to be
24 performed by it with respect to periods prior to the date of conveyance or assignment and CONTRACTOR
25 shall reimburse AUTHORITY for any losses resulting from any claim that CONTRACTOR did not perform
26 any such obligations. CONTRACTOR shall also obtain for AUTHORITY the right, upon Disentanglement,

1 to obtain maintenance (including all Enhancements , Updates, and Upgrades) and support with respect
2 to the assets that are the subject of such leases and licenses at the price at which, and for so long as,
3 such maintenance and support is made commercially available to other customers of such third parties
4 whose consent is being procured hereunder. CONTRACTOR shall transfer Intellectual Property in
5 accordance with Articles 25, 26, and 27.

6 4. Delivery of Documentation:

7 CONTRACTOR shall deliver to AUTHORITY all documentation and data related to
8 AUTHORITY, including AUTHORITY data held by CONTRACTOR. CONTRACTOR shall retain all data
9 necessary to comply with the requirements for record retention and audit established in this
10 AGREEMENT.

11 5. Hiring of CONTRACTOR Employees:

12 CONTRACTOR shall cooperate with (and shall cause its Subcontractors to cooperate
13 with) AUTHORITY in offering employment, at the sole discretion of AUTHORITY, to any or all skilled or
14 specially trained CONTRACTOR employees (and to any or all employees of CONTRACTOR's
15 Subcontractors) that are substantially involved in the provision of Work whether such offers are made at
16 the time of, after, or in anticipation of expiration or termination of the AGREEMENT Term.

17 6. Maintenance of Assets:

18 CONTRACTOR shall maintain all Hardware, Software, Systems, networks, technologies,
19 and other assets utilized in providing Work to AUTHORITY (including leased and licensed assets) in good
20 condition and in such locations and configurations as to be readily identifiable and transferable to
21 AUTHORITY or its designees in accordance with the provisions of this AGREEMENT; additionally,
22 CONTRACTOR shall insure such assets in accordance with this AGREEMENT.

23 7. Continued Provision of Staffing:

24 CONTRACTOR shall provide sufficient experienced personnel in each division of Work
25 during the entire transition period to ensure that the Work is maintained at the level of proficiency required
26 by the AGREEMENT.

1 F. CONTRACTOR shall remain obligated to provide Work at AUTHORITY's request for up
2 to twelve (12) months after completion and Approval of the Disentanglement Work enumerated above,
3 and AUTHORITY shall pay for this Work at the rates set forth in the AGREEMENT for additional services.
4 This paragraph F expressly survives the Term.

5 **ARTICLE 37. CONFLICT OF INTEREST**

6 A. CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational
7 conflict of interest means that due to other activities, relationships or contracts, CONTRACTOR is unable,
8 or potentially unable to render impartial assistance or advice to AUTHORITY; CONTRACTOR's
9 objectivity in performing the Work identified in the Scope of Work and Requirements is or might be
10 otherwise impaired; or CONTRACTOR has an unfair competitive advantage or is engaging in activities
11 that AUTHORITY considers adverse to the 405 Express Lanes. CONTRACTOR is obligated to fully
12 disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to
13 CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice
14 provision herein. This disclosure requirement is for the entire Term of this AGREEMENT.

15 **ARTICLE 38. PROHIBITION**

16 A. The firm, including all Subcontractors (at any tier), regardless of the level of service
17 provided by said Subcontractor(s), awarded the program management services contract for the Highway
18 Delivery Department, may not perform Work under this AGREEMENT.

19 B. The firm, including all Subcontractors (at any tier), regardless of the level of service
20 provided by said Subcontractor(s), awarded the program management consultant contract for the I-405
21 Improvement Project, may not perform Work under this AGREEMENT.

22 C. The evaluation of team composition with regards to conflicts of interest will be done on a
23 case-by-case basis.

24 **ARTICLE 39. CODE OF CONDUCT**

25 CONTRACTOR agrees to comply with AUTHORITY's Code of Conduct as it relates to third-
26 party contracts, which is hereby referenced and by this reference is incorporated herein.

1 CONTRACTOR agrees to include these requirements in all of its subcontracts.

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3 **ARTICLE 40. HEALTH AND SAFETY REQUIREMENTS**

4 CONTRACTOR shall comply with all the requirements set forth in Exhibit F, titled "Level 1
5 HEALTH, SAFETY and ENVIRONMENTAL SPECIFICATIONS." As used therein, "CONTRACTOR"
6 shall mean "CONTRACTOR," and "Subcontractor" shall mean "Sub-contractor."

7 **ARTICLE 41. CONTRACTOR PURCHASED EQUIPMENT**

8 A. Prior Approval by AUTHORITY's Project Manager shall be required before
9 CONTRACTOR enters into any unbudgeted purchase order, or subcontract. CONTRACTOR shall
10 provide an evaluation of the necessity or desirability of incurring such costs.

11 B. For purchase of any item, service or consulting work not covered in CONTRACTOR's
12 Cost Proposal and exceeding \$2,500.00, three (3) competitive quotations must be submitted with the
13 request, or the absence of bidding (sole source) must be adequately justified.

14 C. Any Equipment purchased as a result of this AGREEMENT is subject to the following:
15 CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is
16 defined as having useful life of at least one year and an acquisition cost of \$5,000.00 or more. Upon the
17 expiration or termination of this AGREEMENT, AUTHORITY may elect to retain the Equipment, require
18 CONTRACTOR to decommission and dispose of the Equipment at no cost to AUTHORITY, or require
19 CONTRACTOR to sell such Equipment at the best price obtainable at a public or private sale, and credit
20 AUTHORITY in an amount equal to the sale price. AUTHORITY may also elect to allow CONTRACTOR
21 to keep the Equipment, in which case AUTHORITY and CONTRACTOR shall come to agreement on a
22 mutually acceptable fair market value price. AUTHORITY may elect to require CONTRACTOR to hire an
23 appraiser at CONTRACTOR's cost, in order to determine a basis for a fair market value price. If
24 CONTRACTOR sells the Equipment, the terms and conditions of such sale must be Approved in advance
25 by AUTHORITY. CFR, Title 49, Part 18 requires a credit to Federal funds when participating equipment
26 with a fair market value greater than \$5,000.00 is credited to the project.

1 D. All subcontracts entered into as a result of this AGREEMENT shall contain all of the
2 provisions of this Article.

3 **ARTICLE 42. DISPOSITION OF BOS AS A SERVICE**

4 AUTHORITY shall have the right to assume all required licenses, leases, and service agreements
5 to allow uninterrupted use, operation and Maintenance of the Equipment and services under the same
6 terms as those provided to CONTRACTOR for such services.

7 CONTRACTOR shall effect the transfer of title, or assignment of leases, service agreements and
8 licenses, as applicable, as a part of the Disentanglement Work and AGREEMENT closeout.

9 **ARTICLE 43. OWNERSHIP OF REPORTS AND DOCUMENTS**

10 A. . The originals of all letters, documents, reports and other products and data produced
11 under this Agreement shall be delivered to, and become the property of AUTHORITY, and
12 CONSULTANT shall have no property right therein whatsoever. Copies may be made for
13 CONSULTANT's records but shall not be furnished to others without written authorization from
14 AUTHORITY. Immediately upon termination, AUTHORITY shall be entitled to, and CONSULTANT shall
15 deliver to AUTHORITY, reports, investigations, appraisals, inventories, studies, analyses, drawings and
16 data estimates performed to that date, whether completed or not, and other such materials as may have
17 been prepared or accumulated to date by CONSULTANT in performing this Agreement which is not
18 CONSULTANT's privileged information, as defined by law, or CONSULTANT's personnel information,
19 along with all other property belonging exclusively to City which is in CONSULTANT's possession.
20 Publication of the information derived from work performed or data obtained in connection with services
21 rendered under this Agreement must be approved in writing by AUTHORITY.

22 B. Additionally, it is agreed that such deliverables shall be deemed works made for hire.
23 CONSULTANT acknowledges and agrees that the work (and all rights therein, including without limitation,
24 copyright) belongs to and shall be the sole and exclusive property of AUTHORITY without restriction or
25 limitation upon its use or dissemination by AUTHORITY.

26 C. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,

1 descriptions, and all other written information submitted to CONTRACTOR in connection with the
2 performance of this AGREEMENT shall not, without prior written Approval of AUTHORITY, be used for
3 any purposes other than the performance under this AGREEMENT, nor be disclosed to an entity not
4 connected with such performance.

5 D. CONTRACTOR acknowledges and agrees that privacy of 405 Express Lanes customers is
6 of paramount importance to AUTHORITY and its customers. CONTRACTOR shall comply with
7 AUTHORITY's privacy policies, all applicable Governmental Rules, and Business Rules pertaining to
8 confidentiality, privacy, handling, retention, reporting and disclosure, and limiting or restricting collection,
9 use or dissemination of PII and shall not sell, transfer, disclose or otherwise use such information for any
10 purpose other than in performance of its duties under this AGREEMENT. CONTRACTOR shall indemnify
11 AUTHORITY with regard to any failure to comply with this Article 43 in accordance with Article 14,
12 Indemnification.

13 E. CONTRACTOR may only use AUTHORITY's Data to perform functions as defined by this
14 AGREEMENT, including the Scope of Work and Requirements. Access to AUTHORITY's Data shall be
15 restricted only to CONTRACTOR's and its Subcontractor's personnel who need the AUTHORITY's Data
16 to perform their duties in the performance of this AGREEMENT, and shall not, at any time, be disclosed
17 or divulged except as expressly provided herein.

18 F. CONTRACTOR shall inform all of its officers, employees, agents, and Subcontractors
19 providing Work of the confidentiality provisions of this AGREEMENT. CONTRACTOR shall require that
20 any CONTRACTOR personnel, Subcontractor(s) or other third party with whom CONTRACTOR will
21 disclose or disseminate AUTHORITY Data, in whole or in part, execute and adhere to an agreement
22 incorporating the provisions of this Section. Nothing in this Article shall allow CONTRACTOR to disclose
23 or disseminate AUTHORITY Data without prior written consent and CONTRACTOR shall deliver to
24 AUTHORITY all executed agreements with Subcontractors prior to any authorized disclosure and
25 dissemination.

26 G. Subject to Paragraph C in the case of PII, CONTRACTOR may use such information for

1 Violation processing and collection and shall release the PII to:

2 /

3 1. AUTHORITY, upon request, for the purposes of carrying out this AGREEMENT
4 or functions with respect to the 405 Express Lanes Project; and

5 2. California DMV, other state DMVs, or other third parties Approved in advance by
6 AUTHORITY to receive PII as necessary to assist in collection of debt or payments owing.

7 H. CONTRACTOR shall implement physical, electronic and managerial safeguards to prevent
8 unauthorized access to PII and to implement destruction of records containing PII in accordance with the
9 records retention provisions of this AGREEMENT.

10 I. CONTRACTOR shall not use AUTHORITY's names, logos, branding, photographs of the
11 Project, or any other publicity pertaining to the Project in any professional publication, magazine, trade
12 paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

13 J. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
14 released by CONTRACTOR to any other person or agency except after prior written Approval by
15 AUTHORITY, except as necessary for the performance of Work under this AGREEMENT. All press
16 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
17 handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

18 K. Applicable patent rights provisions regarding rights to inventions shall be included in the
19 AGREEMENT as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for
20 federal-aid contracts).

21 L. AUTHORITY may permit copyrighting reports or other agreement products. If copyrights are
22 permitted, the Agreement shall provide that the FHWA shall have the royalty-free nonexclusive and
23 irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for
24 government purposes.

25 **ARTICLE 44. AUDIT AND INSPECTION OF RECORDS**

26 A. CONTRACTOR and any subconsultant shall permit AUTHORITY, the State, and the

1 FHWA if federal participating funds are used in this Agreement, to review and inspect the project activities
2 and files at all reasonable times during the performance period of this Agreement.

3 B. For the purpose of determining compliance with the Public Contract Code 10115, et seq.
4 and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other
5 matters connected with the performance of the AGREEMENT pursuant to Government Code 8546.7;
6 CONTRACTOR, Subcontractors, and AUTHORITY shall maintain and make available for inspection all
7 books, documents, papers, accounting records, and other evidence pertaining to the performance of the
8 AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties shall
9 make such materials available at their respective offices at all reasonable times during the AGREEMENT
10 period and for four (4) years from the date of final payment under the AGREEMENT. The State of
11 California, State Auditor, AUTHORITY, FHWA, their duly authorized representative or other agents of
12 AUTHORITY or any duly representative of the Federal Government shall have access to any books,
13 records, payroll documents, facilities and documents of CONTRACTOR and its certified public
14 accountants (CPA) work papers that are pertinent to the AGREEMENT and indirect cost rate (ICR) for
15 audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

16 C. CONTRACTOR shall maintain such books, records, data and documents in accordance
17 with generally accepted accounting principles and the CFR, Title 48, Chapter 1, Part 31 of the Federal
18 Acquisition Regulation System (FAR) and shall clearly identify and make such items readily accessible
19 to such parties during CONTRACTOR's performance hereunder.

20 D. AUTHORITY's right to audit books and records directly related to this AGREEMENT shall
21 also extend to all first-tier Subcontractors performing work identified in Article 35, Assignments and
22 Subcontracts, of this AGREEMENT, and such language must be included in CONTRACTOR's
23 agreements with its Subcontractors, resulting from this AGREEMENT.

24 **ARTICLE 45. AUDIT REVIEW PROCEDURES**

25 A. Any dispute concerning a question of fact arising under an interim or post audit of this
26 AGREEMENT that is not disposed of by agreement, shall be reviewed by AUTHORITY's Internal Audit.

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3 B. Not later than thirty (30) Calendar Days after issuance of the final audit report,
4 CONTRACTOR may request a review by AUTHORITY's Internal Audit of unresolved audit issues. The
5 request for review shall be submitted in writing.

6 C. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse
7 CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.

8 **ARTICLE 46. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

9 A. CONSULANT agrees that the CFR, Title 48, Chapter 1, Part 31, Contract Cost Principles
10 and Procedures, shall be used to determine the cost allowability of individual terms of costs.

11 B. CONTRACTOR also agrees to comply with Federal procedures in accordance with CFR,
12 Title 2, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
13 Federal Awards.

14 C. Any costs for which payment has been made to CONTRACTOR that are determined by
15 subsequent audit to be unallowable under CFR Title 48, Part 31 or CFR Title 2, Part 200, are subject to
16 repayment by CONTRACTOR to AUTHORITY.

17 **ARTICLE 47. CONTRACT WORK HOURS AND SAFETY STANDARDS**

18 A. If the maximum cumulative payment obligation of this AGREEMENT exceeds \$100,000,
19 CONTRACTOR agrees to comply with the Federal Contract Work Hours and Safety Standards (40
20 U.S.C. Section 3701 et seq. as supplemented by 29 CFR part 5). Under 40 U.S.C. Section 3702,
21 CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and
22 guards, on the basis of a standard work week of forty (40) hours.

23 1. Overtime requirements: CONTRACTOR, and any Subcontractor contracting for
24 any part of the Contract Work which may require or involve the employment of laborers or mechanics,
25 shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed
26 on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic

1 receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all
2 hours worked in excess of forty (40) hours in such workweek.

3 2. Violation; liability for unpaid wages; liquidated damages: In the event of any
4 violation of paragraph (A) of this Article, CONTRACTOR and any Subcontractor responsible therefor shall
5 be liable for the unpaid wages. In addition, CONTRACTOR and Subcontractor shall be liable to the
6 United States for liquidated damages. Such liquidated damages shall be computed with respect to each
7 individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set
8 forth in paragraph (A) of this Article, in the sum of \$10 for each Calendar Day on which such individual
9 was required or permitted to work in excess of the standard workweek of forty (40) hours without payment
10 of the overtime wages required by paragraph (A) of this Article.

11 3. Withholding for unpaid wages and liquidated damages: FTA shall upon its own
12 action or upon written request of an authorized representative of the Department of Labor withhold or
13 cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or
14 Subcontractor under any such contract or any other Federal contract with CONTRACTOR, or any other
15 federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held
16 by CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of
17 CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in this Article.

18 4. Subcontracts: CONTRACTOR shall insert in any subcontracts the clauses set
19 forth in paragraphs (A) of this Article and also a clause requiring the Subcontractors to include these
20 clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any
21 Subcontractor or lower tier Subcontractor with the clauses set forth in paragraph A of this Article.

22 B. CONTRACTOR agrees to comply with U.S. DOL Regulations, "Recording and Reporting
23 Occupational Injuries and Illnesses," 29 CFR part 1904; "Occupational Safety and Health Standards," 29
24 CFR part 1910; and "Safety and Health Regulations for Construction," 29 CFR part 1926.

25 **ARTICLE 48. GENERAL WAGE RATES AND DAVIS-BACON AND COPELAND ANTI-**
26 **KICKBACK ACTS**

1 A. State Prevailing Wage and Labor Code Requirements. Notice is hereby given that, in
2 accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2,
3 CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of
4 a similar character in the locality in which the public works is performed, and not less than the general
5 prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the
6 Department of Industrial Relations of the State of California (DIR) is required to and has determined such
7 general prevailing rates of per diem wages. CONTRACTOR agrees to comply with the provisions of
8 California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of
9 wages to workers and the penalties for failure to pay prevailing wages. Copies of such prevailing rates
10 of per diem wages may be obtained online at (<http://www.dir.ca.gov/>), are on file at the AUTHORITY's
11 office, and will be available to any interested party upon request. In accordance with the Labor Code, no
12 workman employed upon Work under this AGREEMENT shall be paid less than the above referenced
13 prevailing wage rate. A copy of said rates shall be posted at each job site during the course of
14 construction.

15 1. This AGREEMENT is subject to compliance monitoring and enforcement by the
16 DIR. The DIR shall monitor and enforce compliance with applicable prevailing wage requirements for
17 this AGREEMENT. The reporting requirements may be found at [https://www.dir.ca.gov/Public-
18 Works/Contractors.html](https://www.dir.ca.gov/Public-Works/Contractors.html). CONTRACTOR is responsible for complying with all requirements of the DIR,
19 including filing electronic payroll reports.

20 2. Pursuant to Labor Code Section 1771.1, CONTRACTOR and any Subcontractor
21 shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of
22 the Public Contract Code, or engage in the performance of any contract for public work on a public works
23 project unless registered with the DIR and qualified to perform public work pursuant to Labor Code
24 Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit
25 a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code
26 Section 10164 or 20103.5, provided CONTRACTOR is registered to perform public work pursuant to

1 Section 1725.5 at the time the Contract is awarded. CONTRACTOR shall not perform any work under
2 this AGREEMENT with any Subcontractor who is ineligible to perform work on the public works project
3 pursuant to Section 1777.1 or 1777.7 of the Labor Code.

4 3. Pursuant to Labor Code Section 1771.4, CONTRACTOR will post all job site
5 notices, as prescribed by regulation.

6 4. CONTRACTOR, and all Subcontractors, shall comply with the provisions of Labor
7 Code Sections 1777.5 and 1777.6 concerning the employment of apprentices. CONTRACTOR shall
8 have full responsibility for compliance with such Labor Code sections for all apprenticeable occupations,
9 regardless of any other contractual or employment relationships alleged to exist.

10 5. CONTRACTOR agrees to comply with the provisions of Labor Code Section
11 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with
12 said Section. CONTRACTOR is responsible for compliance with Section 1776 by all Subcontractors.

13 6. CONTRACTOR agrees to comply with all applicable Labor Code provisions
14 governing legal working hours and shall forfeit, as a penalty to AUTHORITY, twenty-five dollars (\$25.00)
15 for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-
16 contractor under him, upon any of the work hereinbefore mentioned, for each Calendar Day during which
17 the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in any one
18 Calendar Day and forty (40) hours in any one calendar week in violation of the Labor Code.

19 7. In accordance with the provisions of Labor Code Section 3700, CONTRACTOR
20 will be required to secure the payment of compensation to his or her employees.

21 B. Federal Prevailing Wage Rates and Anti-Kickback.

22 1. CONTRACTOR shall comply with the Davis-Bacon Act, 40 U.S.C. Sections 3141-
23 3144 and Sections 3146-3148, as supplemented by U.S. DOL regulations at 29 CFR part 5, "Labor
24 Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."
25 Under 49 U.S.C. Section 5333(a), prevailing wage protections apply to laborers and mechanics employed
26 on FTA-assisted construction, alteration, or repair projects. In accordance with the statute,

1 CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages
2 specified in a wage determination made by the Secretary of Labor. CONTRACTOR agrees to pay wages
3 not less than once per week. CONTRACTOR shall comply with the Davis-Bacon Labor Provisions of 2
4 CFR Section 5.5, as set forth in Exhibit A, "General Provisions."

5 2. CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C.
6 Section 3145), as supplemented by U.S. DOL regulations at 29 CFR part 3, "Contractors and
7 Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from
8 the United States." CONTRACTOR is prohibited from inducing, by any means, any person employed in
9 the construction, completion, or repair of public work, to give up any part of the compensation to which
10 he or she is otherwise entitled.

11 **ARTICLE 49. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

12 CONTRACTOR and all Subcontractors performing work under this AGREEMENT, shall be
13 prohibited from concurrently representing or lobbying for any other party competing for a contract with
14 AUTHORITY, either as a prime contractor or subcontractor. Failure to refrain from such representation
15 may result in termination of this AGREEMENT.

16 **ARTICLE 50. FEDERAL, STATE AND LOCAL LAWS**

17 CONTRACTOR warrants that in the performance of this AGREEMENT, it shall comply with all
18 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
19 regulations promulgated thereunder.

20 **ARTICLE 51. EQUAL EMPLOYMENT OPPORTUNITY**

21 In connection with its performance under this AGREEMENT, CONTRACTOR shall not
22 discriminate against any employee or applicant for employment because of race, religion, color, sex, age
23 or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed,
24 and that employees are treated during their employment, without regard to their race, religion, color, sex,
25 age or national origin. Such actions shall include, but not be limited to, the following: employment,
26 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay

1 or other forms of compensation; and selection for training, including apprenticeship.

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3 **ARTICLE 52. STATEMENT OF COMPLIANCE**

4 During the performance of this AGREEMENT, CONTRACTOR, for itself, its assignees and
5 successors in interest agree as follows:

6 A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under
7 penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt,
8 complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title
9 2, California Administrative Code, Section 8103.

10 B. Nondiscrimination: During the performance of this AGREEMENT, CONTRACTOR and its
11 Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or
12 applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical
13 disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40),
14 marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the
15 evaluation and treatment of their employees and applicants for employment are free from such
16 discrimination and harassment. CONTRACTOR and Subcontractors shall comply with the provisions of
17 the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations
18 promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable
19 regulations of the Fair Employment and Housing Commission implementing Government Code Section
20 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are
21 incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
22 CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to
23 labor organizations with which they have a collective bargaining or other agreement.

24 C. Compliance with Regulations: CONTRACTOR shall comply with regulations relative to
25 Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49
26 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI

1 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination
2 in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex,
3 age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under
4 any program or activity by the recipients of federal assistance or their assignees and successors in
5 interest.

6 D. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:

7 CONTRACTOR, with regard to the Work performed by it during the AGREEMENT shall act in accordance
8 with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national
9 origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including
10 procurement of materials and leases of equipment. The CONTRACTOR shall not participate either
11 directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,
12 including employment practices when the AGREEMENT covers a program whose goal is employment.

13 E. Information and Reports: CONTRACTOR shall provide all information and reports

14 required by the Regulations or directives issued pursuant thereto, and shall permit access to its books,
15 records, accounts, other sources of information, and its facilities as may be determined by AUTHORITY
16 to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any
17 information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to
18 furnish this information, CONTRACTOR shall so certify to AUTHORITY as appropriate, and shall set forth
19 what efforts it has made to obtain the information.

20 F. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with

21 nondiscrimination provisions of this AGREEMENT, AUTHORITY shall impose sanctions as it may
22 determine to be appropriate, including, but not limited to:

23 1. Withholding of payments to CONTRACTOR under the AGREEMENT until

24 CONTRACTOR complies; and/or

25 2. Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

26 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections

1 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs,

2 /

3 activities, and services of public entities, as well as imposes specific requirements on public and private
4 providers of transportation.

5 H. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs
6 (A) through (G) in every lower-tier subcontract, which exceeds \$100,000, including procurements of
7 materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant
8 thereto, and that all such sub recipients shall certify and disclose accordingly. CONTRACTOR shall take
9 such action with respect to any subcontract or procurement as AUTHORITY may direct as a means of
10 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event
11 CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or Supplier as
12 a result of such direction, the CONTRACTOR may request AUTHORITY to enter into such litigation to
13 protect the interests of AUTHORITY, and, in addition, CONTRACTOR may request the United States to
14 enter into such litigation to protect the interests of the United States.

15 **ARTICLE 53. NOTICE OF LABOR DISPUTE**

16 Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay
17 its performance under this AGREEMENT, CONTRACTOR shall immediately notify and submit all
18 relevant information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in
19 any subcontract hereunder as to which a labor dispute may delay performance under this AGREEMENT.
20 However, any Subcontractor need give notice and information only to its next higher-tier Subcontractor.

21 **ARTICLE 54. CLEANING UP**

22 A. CONTRACTOR shall at all times keep the Facilities and Sites, including storage areas
23 used by it, clean and free from accumulations of waste material or rubbish. Upon completion of the Work,
24 CONTRACTOR shall leave the Facilities and Sites in a clean, neat and workmanlike condition satisfactory
25 to AUTHORITY.

26 B. After completion of all Work on the Project, and before making application for Final

1 Acceptance of the Work in the Implementation Phase and Project closeout in the O&M Phase, Project
2 closeout by AUTHORITY will be withheld until CONTRACTOR has satisfactorily complied with the
3 foregoing requirements for final cleanup of the Project.

4 C. Full compensation for conforming to the provisions in this Article, not otherwise provided
5 for, shall be considered as included in price of this AGREEMENT and no additional compensation will be
6 allowed therefore.

7 **ARTICLE 55. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
8 **CONTRACTOR CONTRACTS**

9 A. AUTHORITY or CONSULTANT shall not discriminate on the basis of race, color, national
10 origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable
11 requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure
12 by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may
13 result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate,
14 which may include, but is not limited to:

- 15 (1) Withholding monthly progress payments;
- 16 (2) Assessing sanctions;
- 17 (3) Liquidated damages; and/or
- 18 (4) Disqualifying the CONSULTANT from future proposing as non-responsible.

19 CONSULTANT agrees to include these requirements in all subcontracts at any tier.

20 B. In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business
21 Enterprises in Department of Transportation Financial Assistance Programs," AUTHORITY has
22 established a three (3%) percent Disadvantaged Business Enterprise (DBE) participation goal for the
23 services required in this Agreement.

24 C. At the time of contract execution, the CONSULTANT committed to utilize one or more
25 Disadvantaged Business Enterprise (DBE) Firms in the performance of this DOT-assisted contract.
26 CONSULTANT agrees to enter into agreements with the DBE subconsultants listed on Attachment

1 “Consultant Contract DBE Commitment Caltrans Exhibit 10-O2”, Form D-1, and ensure they perform
2 /
3 work and/or supply materials in accordance with original commitments. No changes to CONSULTANT’s
4 DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

5 D. CONSULTANT must take appropriate actions to ensure that it will satisfy good faith efforts
6 to attain the DBE goal and/or the DBE commitment made at award (whichever is higher), when change
7 orders or other modifications alter the dollar amount of the Agreement or the distribution of work.
8 CONSULTANT must apply and report its DBE goal commitment against the total current Agreement
9 value, including any change orders and/or amendments.

10 E. If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must
11 complete and submit within the specified timelines, DBE documentation electronically through an
12 AUTHORITY-approved electronic reporting system.

13 F. CONSULTANT shall comply with all the requirements set forth in Attachment A titled,
14 “DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-
15 ASSISTED CONTRACTS”, which is attached to and, by this reference, incorporated in and made a part
16 of this Agreement.

17 **ARTICLE 56. PROHIBITED INTERESTS**

18 D. CONTRACTOR covenants that, for the Term of this AGREEMENT, no director, member,
19 officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have
20 any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

21 E. No member of or delegate to, the Congress of the United States shall have any interest,
22 direct or indirect, in this AGREEMENT or to the benefits thereof.

23 **ARTICLE 57. COVENANT AGAINST CONTINGENT FEES**

24 CONTRACTOR warrants that he/she has not employed or retained any company or person, other
25 than a bona fide employee working for the CONTRACTOR; to solicit or secure this AGREEMENT; and
26 that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any

1 fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting
2 from the award, or formation of this AGREEMENT. For breach or violation of this warranty, AUTHORITY
3 shall have the right to annul this AGREEMENT without liability, or at its discretion; to deduct from the
4 AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission,
5 percentage, brokerage fee, gift, or contingent fee.

6 **ARTICLE 58. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL**
7 **FUNDS FOR LOBBYING**

8 A. CONSULTANT certifies to the best of his or her knowledge and belief that:

9 1. No state, federal or local agency appropriated funds have been paid, or will be
10 paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer
11 or employee of any local, State or Federal agency; a Member of the State Legislature or United States
12 Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the
13 Legislature or Congress, in connection with the awarding or making of this Agreement, or with the
14 extension, continuation, renewal, amendment, or modification of this Agreement.

15 2. If any funds other than Federal appropriated funds have been paid, or will be paid
16 to any person for influencing or attempting to influence an officer or employee of any agency, a Member
17 of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection
18 with this Agreement, CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to
19 Report Lobbying", in accordance with its instructions.

20 B. This certification is a material representation of fact upon which reliance was placed when
21 this transaction was made or entered into. Submission of this certification is a prerequisite for making or
22 entering into this transaction imposed by U.S. Code Title 31 Section 1352,. Any person who fails to file
23 the required certification shall be subject to a civil penalty of not less than ten thousand (\$10,000) dollars
24 and not more than one hundred thousand (\$100,000) Dollars for each such failure.

25 C. CONTRACTOR also agrees by signing this document that he or she shall require that the
26 language of this certification be included in all lower-tier subcontracts, which exceed one hundred

1 thousand (\$100,000) dollars, and that all such sub recipients shall certify and disclose accordingly.

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3 **ARTICLE 59. PRIVACY ACT**

4 A. CONTRACTOR shall comply with, and assures the compliance of its employees with, the
5 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
6 Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government
7 before the CONTRACTOR or its employees operate a system of records on behalf of the Federal
8 Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil
9 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
10 comply with the terms of the Privacy Act may result in termination of the underlying AGREEMENT.

11 B. CONTRACTOR agrees to include this requirement in all its subcontracts at any tier.

12 **ARTICLE 60. INCORPORATION OF FEDERAL TERMS**

13 All contractual provisions required by United States Department of Transportation (USDOT),
14 including the Federal Highway Administration (FHWA), whether or not expressly set forth in this
15 document, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
16 federally mandated terms shall be deemed to control in the event of a conflict with other provisions
17 contained in this AGREEMENT. CONTRACTOR shall not perform any act, fail to perform any act, or
18 refuse to comply with any requests, which would cause AUTHORITY to be in violation of the USDOT or
19 FHWA terms and conditions.

20 **ARTICLE 61. FEDERAL CHANGES**

21 CONTRACTOR shall at all times comply with all applicable USDOT regulations, policies,
22 procedures and directives, including without limitation those listed directly or by reference in the
23 agreement between AUTHORITY and USDOT, as they may be amended or promulgated from time to
24 time during this AGREEMENT. CONTRACTOR's failure to comply shall constitute a material breach of
25 AGREEMENT.

26 **ARTICLE 62. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

1 AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any
2 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
3 AGREEMENT, absent the express written consent by the Federal Government, the Federal Government
4 is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to AUTHORITY,
5 CONTRACTOR, or any other party (whether or not a party to this AGREEMENT) pertaining to any matter
6 resulting from the underlying AGREEMENT. CONTRACTOR agrees to include these requirements in all
7 of its Subcontracts.

8 **ARTICLE 63. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
9 **RELATED ACTS**

10 A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies
11 Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
12 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this
13 AGREEMENT, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has
14 made, it makes, it may make, or causes to be made, pertaining to the underlying agreement of the FHWA
15 assisted project for which this AGREEMENT's work is being performed. CONTRACTOR also
16 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
17 submission, or certification, the Federal Government reserves the right to impose penalties of the
18 Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government
19 deems appropriate.

20 B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false,
21 fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an
22 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
23 FHWA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
24 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent
25 the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of
26 its subcontracts.

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3 **ARTICLE 64. RECYCLED PRODUCTS**

4 A. CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource
5 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the
6 regulatory provisions of CFR, Title 40, Part 247, and Executive Order 12873, as they apply to the
7 procurement of the items designated in subpart B of CFR, Title 40, Part 247.

8 B. CONTRACTOR agrees to include this requirement in all of its Subcontracts.

9 **ARTICLE 65. ENERGY CONSERVATION REQUIREMENTS**

10 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency,
11 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
12 Conservation Act.

13 **ARTICLE 66. CLEAN AIR**

14 A. CONTRACTOR shall comply with all applicable standards, orders or regulations issued
15 pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each
16 violation to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA
17 and the appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its
18 Subcontracts.

19 B. CONSULTANT agrees to include this requirement in each subcontract exceeding
20 \$150,000.

21 **ARTICLE 67. CLEAN WATER REQUIREMENTS**

22 A. CONSULTANT shall comply with all applicable standards, orders or regulations issued
23 pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.
24 CONSULTANT shall report any violations of use of prohibited facilities to the USDOT and US EPA.

25 B. CONTRACTOR agrees to include this requirement in each subcontract exceeding
26 \$150,000.

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3 **ARTICLE 68. FLY AMERICA REQUIREMENT**

4 CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance
5 with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that
6 recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air
7 carriers for the U.S. Government-financed international air travel and transportation of their personal
8 effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter
9 of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was
10 used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier
11 was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a
12 certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the
13 requirements of this section in all subcontracts that may involve international air transportation.

14 **ARTICLE 69. BUY AMERICA**

15 A. If the maximum cumulative payment obligation of this AGREEMENT exceeds one
16 hundred fifty thousand dollars (\$150,000), CONTRACTOR shall comply with the “Buy America”
17 requirements of 49 U.S.C. Section 5323(j) and 49 CFR part 661, as amended, which provide that Federal
18 funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects
19 are produced in the United States, unless a waiver has been granted by FTA or the product is subject to
20 a general waiver.

21 B. CONTRACTOR shall furnish a Certificate of Compliance, conforming to the provisions of
22 this Article, for all steel and iron materials.

23 C. CONTRACTOR shall ensure all Subcontractors at every tier comply with these
24 requirements.

25 **ARTICLE 70. DEBARMENT AND SUSPENSION CERTIFICATION**

26 A. CONTRACTOR’s signature affixed herein, shall constitute a certification under penalty of

1 perjury under the laws of the State of California, that CONSULTANT or any person associated therewith
2 in the capacity of owner, partner, director, officer or manager:

3 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of
4 ineligibility by any federal agency;

5 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any
6 federal agency within the past three (3) years;

7 3. Does not have a proposed debarment pending; and

8 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of
9 competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

10 B. Any exceptions to this certification must be disclosed in writing to the AUTHORITY.
11 Exceptions will not necessarily result in denial of recommendation for award, but will be considered in
12 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating
13 agency, and the dates of agency action.

14 C. Exceptions to the Federal Government Excluded Parties List System maintained by the
15 General Services Administration are to be determined by the Federal Highway Administration.

16 **ARTICLE 71. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

17 In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under
18 penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court
19 has been issued against CONTRACTOR within the immediately preceding two-year period because
20 of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to
21 comply with an order of the National Labor Relations Board.

22 **ARTICLE 72. CONFIDENTIALITY OF DATA**

23 A. All financial, statistical, personal, technical, or other data and information relative to the
24 AUTHORITY's operations, which are designated confidential by the AUTHORITY and made available to
25 the CONSULTANT in order to carry out this Agreement, shall be protected by the CONSULTANT from
26 unauthorized use and disclosure.

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3 B. Permission to disclose information on one occasion, or public meeting held by the
4 AUTHORITY relating to the Agreement, shall not authorize the CONSULTANT to further disclose such
5 information or disseminate the same on any other occasion.

6 C. CONTRACTOR shall not comment publicly to the press or any other media regarding the
7 Agreement or ~~AUTHORITY's LOCAL AGENCY's~~ actions on the same, except to ~~AUTHORITY's LOCAL~~
8 ~~AGENCY's~~ staff, CONSULTANT's own personnel involved in the performance of this Agreement, at
9 public hearings, or in response to questions from a Legislative committee.

10 D. CONSULTANT shall not issue any news release or public relations item of any nature,
11 whatsoever, regarding work performed or to be performed under this Agreement without prior review of
12 the contents thereof by the AUTHORITY, and receipt of the AUTHORITY's written permission.

13 **ARTICLE 73. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

14 CONTRACTOR warrants that this Agreement was not obtained or secured through
15 rebates, kickbacks or other unlawful consideration, either promised or paid to any AUTHORITY
16 employee. For breach or violation of this warranty, AUTHORITY shall have the right in its discretion, to
17 terminate the Agreement without liability, to pay only for the value of the work actually performed, or to
18 deduct from the Agreement price, or otherwise recover the full amount of such rebate, kickback or other
19 unlawful consideration.

20 **ARTICLE 74. EVALUATION OF CONSULTANT**

21 CONTRACTOR's performance will be evaluated by AUTHORITY. A copy of the evaluation will
22 be sent to CONSULTANT for comments. The evaluation together with any comments shall be retained
23 as part of the Agreement record.

24 **ARTICLE 75. FORCE MAJEURE**

25 Either party shall be excused from performing its obligations under this AGREEMENT during the
26 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,

1 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
2 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
3 omission by the other party; when satisfactory evidence of such cause is presented to the other party;
4 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
5 the fault or negligence of the party not performing.

6 **ARTICLE 76. NO THIRD-PARTY BENEFICIARIES**

7 Unless otherwise expressly stated herein, it is not intended under this Agreement to create any third-
8 party beneficiaries under the Agreement or to authorize anyone not a Party to the Agreement to
9 maintain any legal action or other proceeding for any cause of action or claim based on the Agreement.

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This AGREEMENT shall be made effective upon execution by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT No. C-0-2690 to be executed on the date first above written.

CONTRACTOR

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____

By: _____

Darrell Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____

James M. Donich
General Counsel

APPROVED:

By: _____

Kirk Avila
General Manager
Express Lanes Programs

Date: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. DBE Participation

It is the CONSULTANT'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY's DBE program developed pursuant to these regulations.

If CONSULTANT has committed to utilize a DBE in the performance of this U.S. DOT-assisted contract, CONSULTANT'S submitted "DBE Participation Commitment Form," in combination with the executed subcontract and/or purchase order will be utilized to monitor CONSULTANT'S DBE commitment. Unless otherwise directed and/or approved by AUTHORITY prior, CONSULTANT must not effectuate any changes to its DBE participation commitment.

CONSULTANT must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY's U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONSULTANT'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY's DBE Program, CONSULTANT must:

- A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONSULTANT must apply and report its DBE goal commitment against the total Agreement value, including any change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), AUTHORITY has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY's DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORITY's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

CONSULTANT must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant. Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance

to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Agencies' disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
(a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
3. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
 - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa";
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race";

- iii. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians";
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong";
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;";
 - vi. Women; and
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONSULTANT.
6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. AUTHORITY may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil

Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. AUTHORITY may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.

8. **“Other Socially and Economically Disadvantaged Individuals”** means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who, on a case-by-case basis, are determined by Small Business Administration or AUTHORITY to meet the social and economic disadvantage criteria described below.
 - B. “Social Disadvantage”**
 1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
 2. The individual must demonstrate that he/she has personally suffered social disadvantage.
 3. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
 4. The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
 5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
 6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.
 - C. “Economic Disadvantage”**
 1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
 2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must complete and submit within the specified timelines, the following DBE documentation, electronically through e-mail or an AUTHORITY-approved electronic reporting system consistent with CONSULTANT'S DBE goal commitment:

- A. "Monthly DBE subconsultant Commitment and Attainment Report Summary and Payment Verification" (Form 103)

The purpose of this form is to ensure CONSULTANT DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The CONSULTANT is required to complete and submit this form to AUTHORITY by the 10th of each month until completion of the Agreement. CONSULTANT must submit first Form 103 following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONSULTANT must execute and return the form.

The Form 103 must include the following information:

1. General Agreement Information – Including Agreement Number and Title, CONSULTANT Name and the following:
 - a) Original Agreement Amount
 - b) Running Total of Change Order Amount
 - c) Current Agreement Amount
 - d) Amount Paid to CONSULTANT during Month
 - e) Amount Paid to CONSULTANT from Inception to Date
 - f) DBE Contract Goal
 - g) Total Dollar Amount of DBE Commitment

- h) DBE Commitment as Percentage of Current Agreement Amount
2. Listed and Proposed CONSULTANT/Subconsultant Information – For All DBE participation being claimed either race-neutrally or race-consciously, regardless of tier:
- a) DBE Firm Name, Address, Phone Number, DBE Capacity Type, Certification Type and Certification Number.
 - b) DBE Firm Contract Value Information:
Original Contract Amount, running total of change order amount, Current Contract Amount, Amount Paid to CONSULTANT or Subconsultant(s) During Month and Amount Paid to CONSULTANT or Subconsultant(s) to date.

CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT'S DBE attainment until the amount being claimed has been paid to the DBE.

3. CONSULTANT Assurance of Full Compliance with Prompt Payment Provisions

CONSULTANT must sign the prompt payment assurance statement of compliance contained within the Monthly Form 103, providing assurance that timely payments have been issued to all Subconsultants in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

4. CONSULTANT Payment Verification Summary

CONSULTANT is to further maintain and submit a Verification of Payment Summary inclusive of a detailed running tally of related invoices submitted by DBE(s) and non-DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payment made. The Verification of Payment Summary must also include:

DBE(s) and non DBE(s) invoice number, invoice amount, invoice date, CONSULTANT'S invoice number that incorporated the corresponding DBE and non-DBE invoice(s) for billing purposes, date of invoice submission to AUTHORITY, date and amount AUTHORITY paid on CONSULTANT'S Invoice. The report must reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBEs and non-DBEs.

CONSULTANT to submit a Verification of Payment Summary with the Monthly Form 103 submission for each DBE firm in which CONSULTANT has reflected a value paid

within the reporting period. Verification of Payment Summary must be signed by the applicable DBE and submitted with Form 103 to authenticate reported payments.

B. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, CONSULTANT must submit documentation on the "Monthly DBE Trucking Verification," Form to AUTHORITY showing the amount paid to DBE trucking companies. CONSULTANT must also obtain and submit documentation to AUTHORITY showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, CONSULTANT may count only the fee or commission the DBE receives as a result of the lease arrangement.

CONSULTANT must also obtain and submit documentation to AUTHORITY showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

C. DBE Subcontract Agreements

CONSULTANT must submit to AUTHORITY copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONSULTANT must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

D. Semi-Annual Subconsultant Paid Report Summary

AUTHORITY will require CONSULTANT (inclusive of DBE primes) to report payment data to lower-tiers on a semi-annual basis each year, using the "Semi-Annual Subconsultant Paid Report Summary." These reports will capture payments to CONSULTANT and payments to non-DBEs within the respective reporting period. Reported payments to lower-tiers must include a signed payment verification form.

CONSULTANT will adhere to the following submittal schedule:

- April 10th Report, reporting period: October 1st through March 31st
- October 10th Report, reporting period: April 1st through September 30th

E. Final Report-Utilization of Disadvantaged Business Enterprises (DBE)

Upon completion of the project, CONSULTANT must complete and submit a "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), Subconsultants," certified correct by CONSULTANT or the CONSULTANT'S authorized representative, to

facilitate reporting and capturing DBE attainments at conclusion of the project. The form must be furnished to AUTHORITY within thirty (30) days from the date of the project. The amount of ten-thousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

F. Disadvantaged Business Enterprises (DBE) Certification Status Change

If a DBE Subconsultant is decertified during the life of the project, the decertified Subconsultant must notify the CONSULTANT in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the project, the Subconsultant must notify CONSULTANT in writing with the date of certification (Attach DBE certification/decertification letter). CONSULTANT must furnish the written documentation to AUTHORITY within ten (10) days of receipt. Upon completion of the project, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the CONSULTANT indicating the DBEs' existing certification status. If there are no changes, indicate "No Changes." The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project acceptance.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONSULTANT to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONSULTANT'S agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of AUTHORITY. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by implementing the following method(s):

- a) Posting CONSULTANT payment data to a website, database, or other place accessible to Subconsultants to assist them in determining when they should expect to receive payment.
- b) Requiring CONSULTANT to use an automated reporting system, inclusive of, but not limited to, real time entry of payments made and received by CONSULTANT and their lower-tiers.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of bid/proposal submission:

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program (“CUCP”) at the time of bid submission. A listing of DBEs certified by the CUCP is available at the following source:

The CUCP web site, which can be accessed at <http://www.dot.ca.gov/hq/bep>.

2. A DBE may participate as a prime CONSULTANT, Subconsultant, joint venture partner, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own work forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
4. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONSULTANT is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
 1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONSULTANT’S DBE attainment.
 2. CONSULTANT is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
 - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies

- required under the Agreement obtained from a regular dealer; or
- b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.
3. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward CONSULTANT'S DBE attainment, provided that the fee or commission is reasonable and not excessive, as compared with fees or commissions customarily allowed for similar work including:
 - a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Agreement;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves), when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Agreement.
 4. CONSULTANT may count the participation of DBE trucking companies toward DBE attainment, as follows:
 - a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by the DBE-owned trucks or leased trucks with DBE drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.
 - f) The DBE may lease trucks without drivers from a non-DBE truck leasing

company and if the DBE uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. If the CONSULTANT listed a non-certified, 1st tier Subconsultant to perform work on this Agreement, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the Agreement. If a DBE CONSULTANT performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
6. CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT'S DBE attainment until the amount being claimed has been paid to the DBE.

VII. DBE Substitution, Termination and On-Going Good Faith Efforts

AUTHORITY requires that CONSULTANT not terminate a DBE without AUTHORITY's prior written consent. This includes, but is not limited to, instances in which CONSULTANT seeks to perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, or with another DBE firm.

AUTHORITY will provide such written consent only if it agrees, for reasons stated in the concurrence document, that CONSULTANT has good cause to terminate the DBE firm. For purposes of this section, good cause includes the following circumstances:

- A. The listed DBE subconsultant fails or refuses to execute a written contract;
- B. The listed DBE subconsultant fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE Subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of CONSULTANT;
- C. The listed DBE subconsultant fails or refuses to meet CONSULTANT'S reasonable, nondiscriminatory bond requirements;
- D. The listed DBE subconsultant becomes bankrupt, insolvent, or exhibits credit unworthiness;

- E. The listed DBE subconsultant is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 108, 215 and 1,200 or applicable state law;
- F. CONSULTANT has determined that the listed DBE subconsultant is not a responsible CONSULTANT;
- G. The listed DBE subconsultant voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- H. The listed DBE is ineligible to receive DBE credit for the type of work required;
- I. A DBE owner dies or becomes disabled with the result that the listed DBE CONSULTANT is unable to complete its work on the contract;
- J. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if CONSULTANT seeks to terminate a DBE it relied upon to obtain the Agreement so that CONSULTANT can self-perform the work for which the DBE CONSULTANT was engaged or so that CONSULTANT can substitute another DBE or non-DBE CONSULTANT after Agreement award.

Before transmitting to AUTHORITY its request to terminate and/or substitute a DBE subconsultant, CONSULTANT must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to request to terminate and/or substitute, and the reason for the request.

CONSULTANT must give the DBE five (5) days to respond to CONSULTANT'S notice and advise AUTHORITY and CONSULTANT of the reasons, if any, why it objects to the proposed termination of its subcontract or purchase order and why AUTHORITY should not approve CONSULTANT'S action. If required in a particular case as a matter of public necessity (e.g. safety), CONSULTANT may provide a response period shorter than five (5) days.

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONSULTANT within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONSULTANT.

The substitute DBE must be certified as a DBE at the time of request for substitution. CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and is approved by AUTHORITY.

Should CONSULTANT elect to submit a good faith effort documentation in lieu of proposing

additional DBE participation, AUTHORITY will review the documentation and provide a written determination to CONSULTANT stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed and required subcontracts, supplies, trucking commitments, or other services have been approved by AUTHORITY.

VIII. Additional DBE SubCONSULTANTS

In the event CONSULTANT identifies additional DBE Subconsultants or suppliers not previously identified by CONSULTANT for DBE participation under the Agreement, CONSULTANT must notify AUTHORITY by submitting "Request for Additional DBE Firm," to enable AUTHORITY to verify the firm's eligibility, capacity, CUF and ensure there is not a scope conflict with another listed firm. Proposed firms cannot be applied towards CONSULTANT'S DBE participation until approved by AUTHORITY.

CONSULTANT must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY'S U.S. DOT-assisted contracts. CONSULTANT is cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Dispute Resolution

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONSULTANTs violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONSULTANT shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONSULTANT and subconsultant agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions

between the parties involved.

CONSULTANT and subconsultant further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. **INFORMAL MEETINGS:**

AUTHORITY is available to assist CONSULTANT with coordination of informal meeting requests to assist in the resolution of disputes between CONSULTANT and subconsultant. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONSULTANT and subconsultant for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. **Mediation**

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONSULTANT and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONSULTANT and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

XI. Administrative Remedies and Enforcement

CONSULTANT must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs," and ensure that all subconsultants, regardless of tier, are also fully compliant. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which may include, but is not limited to:

Withholding monthly progress payments;

Assessing sanctions;

Liquidated damages; and/or

Disqualifying CONSULTANT from future bidding/proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONSULTANT identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONSULTANT must be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied with supporting documentation; and/or (2) Request a hearing with AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONSULTANT'S right to appeal. If CONSULTANT files an appeal, AUTHORITY, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If after review of CONSULTANT'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONSULTANT, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1. Project Management			
1.1. Project Management and Control			
	The Project is divided into two overlapping phases: The Implementation Phase (from Effective Date until BOS Acceptance) and the Operations and Maintenance Phase (after commencement of CSC Operations through the end of the Agreement).		
1	The Contractor shall provide all management, supervisory, financial and operations staff, including qualified management, professional, technical and clerical personnel, to professionally design and implement the BOS and operate and administer the Authority's operations in a manner that meets all required performance criteria. The Contractor shall put in place the organizational structure and staffing required to meet these Requirements.		
2	The Contractor shall perform and provide all services in accordance with all applicable laws, rules, regulations, ordinances and in compliance with all applicable Authority policies. All Plans and procedures prepared by the Contractor shall be Approved by the Authority, as set forth in these Requirements.		
1.2. Project Management Plan (PMP)			
	The Contractor shall develop and employ a Project Management Plan (PMP) in accordance with Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) latest edition that is sufficiently detailed to enable the Authority to review and confirm that the Contractor has the necessary management, staff and controls in place to meet the Agreement Requirements.		
	The PMP describes how the Contractor shall deliver, implement and manage the Project, including staffing, scheduling and communication procedures for controlling all correspondence, Submittals and other communications between the Contractor and the Authority, as well as communications with other third-party entities. The PMP shall be in accordance with system engineering methodology wherever applicable.		
	The PMP shall include, but is not limited to:		
	· Project scope and key Deliverables, tracked using a numbered Contract Deliverables Requirements List (CDRL);		
	· a description of the staff management and organization of the Project; an organization chart; identification of Key Team Personnel and their associated responsibilities, and identification of the resources to be used in fulfilling the Requirements;		
	· a description of Project planning, documenting and reporting methods to be utilized, both for use within the Contractor's staff and externally with the Authority;		
	· approach to issue management, including communication, escalation and resolution of Project issues with the Authority;		
	· approach to communication management, including meeting schedules and team meetings;		
	· the format of the Implementation Phase monthly progress report;		
	· inclusion of the Approved Baseline Implementation Schedule;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
3	· a description of the process for reporting and tracking the Approved Baseline Implementation Schedule and Project performance;		
	· approach to change control management, consistent with Agreement Requirements, including a description of the process for documenting and submitting change requests, the Approval process and how the change control management approach will be integrated into day-to-day Project management;		
	· process for resolution if a change request scope and cost proposal is rejected by the Authority;		
	· approach to document control, including utilizing the Contractor-provided Electronic Document Management System (EDMS) that is accessible to the Project team by username and password (the Authority shall have the capability to download documents using this Software);		
	· approach to risk management, including communication, escalation and resolution of Project risks with the Authority;		
	· approach to Quality Assurance and Quality Control;		
	· approach to Subcontractor management, including how issues with Subcontractors will be resolved in a timely manner;		
	· approach to procurement management which adheres to the Authority's policies;		
	· approach to operational readiness including a Go-Live check list;		
	· documenting the invoice submission; invoice backup information; verification, and Approval process;		
	· a section with all Approved Project forms;		
	· approach to Project closeout and · an emergency contact list.		
4	The Contractor shall provide as a part of the PMP and then maintain both a Contractor and Authority contact list. The contact list shall include all Implementation Phase Key Team Personnel and backups, personnel title and areas of Project participation. The list will be superseded by Operations and Maintenance Phase documentation and processes.		
5	The Contractor shall develop and submit the PMP to the Authority within thirty (30) Calendar Days of the Agreement's Effective Date for review and Approval.		
6	The Contractor shall identify the tools and products used to manage the Project and the internal controls instituted by the Contractor to guarantee successful delivery of the Project.		
	The Contractor shall develop and submit communications procedures to the Authority for review and Approval that address the following, including but not limited to:		
	· Correspondence – all correspondence shall be identified as to originator and designated receiver and contain the Agreement name and number;		
	· Document control – tracking of document versions and changes;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
7	Invoices – all invoices shall be submitted with accompanying backup information as required by the Agreement and consistent with the Authority process and invoicing and auditing policies. The Contractor shall work with the Authority to develop the appropriate invoice and back-up materials as a part of the PMP development. Contractor shall address costs that are netted out from the Contactor's toll revenue payment to the Authority, for example credit card fees and collections fees and		
	Submittals – all Submittals shall be delivered as an enclosure to the Contractor's submittal letter. Each Submittal letter shall be limited to a single subject or item. The Contractor's letter shall identify the Agreement number, Agreement name and subject of the Submittal, CDRL name if applicable, and the version number.		
1.3. Coordination			
1.3.1. Coordination with ETTM System Contractor			
	The Contractor shall work with the ETTM System Contractor in the design, implementation and operations of the BOS as well as the management and operation of the CSC. The ETTM System Contractor is responsible for around-the-clock monitoring of the ETTM System and support of operations and operational staff with respect to the ETTM System. The Contractor shall nonetheless be responsible for the timely reporting of any issues or failures it has identified related to the ETTM System to both the ETTM System Contractor and the Authority, and for cooperating with the ETTM System Contractor to resolve the issues as expeditiously as possible.		
8	The Contractor shall report any observed ETTM System anomalies and errors to the ETTM System Contractor via Cases; the Contractor shall track these issues through to timely resolution in coordination with the ETTM System Contractor.		
9	The Contractor shall select the appropriate priority level or level of urgency when reporting ETTM System errors to the ETTM System Contractor based on the levels identified in the Operations Plan. The Contractor shall make best efforts to ensure that critical and high-priority items are quickly and effectively communicated to the ETTM System Contractor within a time period agreed-to in the Operations Plan.		
10	The Contractor shall notify the Authority of all issues and errors identified in the Operations Plan as requiring simultaneous notification to the Authority.		
11	The Contractor shall participate in Coordination and Status meetings with the Authority and the ETTM System Contractor.		
12	The Contractor shall participate in other meetings with the Authority and the ETTM System Contractor.		
1.3.2. Cooperation with Other Contractors and Providers			
13	The Contractor shall cooperate to the fullest extent with other contractors, the Authority, and Third-Party Service Providers to ensure the BOS Implementation and Operations and Maintenance Phase activities do not conflict with, have any detrimental effect, or cause any interruption in capability or service or safety issues to the traveling public, customers, the Authority, other OCTA BOS and CSC Operations or existing OCTA operations.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
14	The Contractor shall cooperate to the fullest extent with external parties in accordance with the terms and conditions of the Agreement, including but not limited to:		
	· employees of the Authority;		
	· designated representatives of the Authority;		
	· Authority legal counsel;		
	· other Interoperable Agencies, states and parties, as directed by the Authority;		
	· all entities that directly access the BOS;		
	· all entities that use or require output from the BOS;		
	· law enforcement;		
15	· auditors and		
	· All Third-Party Service Providers.		
15 The Contractor shall cooperate with and immediately notify the Authority (via Authority -provided distribution list) regarding any issues with or customer complaints related to the BOS or ETTM System that come to Contractor's attention during the course of the Implementation Phase, testing or during the Operations and Maintenance Phase.			
1.4. Project Meetings			
	The Contractor is required to facilitate (plan, lead, coordinate, and report on) or participate in both regularly scheduled and ad-hoc meetings during the course of the Project.		
16	The Contractor shall set up, facilitate and participate in meetings during the Implementation Phase, including but not limited to:		
	· Project reporting and progress meeting (monthly);		
	· Change Control Board meetings (as required, but no less than every two weeks or per the Project Management Plan);		
	· installation coordination meetings (weekly during specific Implementation Phase timeframe) and		
	· Various workshops, comment review and BOS design meetings as required.		
17	The Contractor shall set up, facilitate and participate in meetings during the Operations and Maintenance Phase, including but not limited to:		
	· Weekly project status meetings;		
	· Ad-hoc meetings (as needed);		
	· Change Control Board meetings (as needed);		
	· CSC Operations performance review and operational status meetings (to include review of performance relative to the Performance Measures, Customer Satisfaction Surveys, training schedule, identified BOS issues and other relevant findings);		
	· BOS performance review and operational status meetings (to include review of performance relative to the Performance Measures, training schedule, Upgrades and Enhancements list, bug list and general status updates) and		
	· Operations and Maintenance Phase meetings shall be structured and scheduled per the Approved Maintenance Plan.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
18	The Contractor shall provide and maintain a schedule for all meetings which it leads.		
19	All meeting locations shall be designated by the Authority.		
20	No less than three (3) Business Days prior to meetings which it leads, the Contractor shall provide a meeting agenda that the Authority can comment on and the Contractor shall then update.		
21	No more than three (3) Business Days after meetings it leads, the Contractor shall submit draft meeting minutes for the Authority's review, which capture the summary of the discussions. No more than two (2) Business Days after receiving the Authority's comments to the meeting minutes, the Contractor shall submit updated meeting minutes for the Authority's review. This process shall continue until the meeting minutes are Approved.		
1.4.1. Project Reporting and Progress Meetings During Implementation Phase			
	Bi-weekly Project reports and progress meetings shall enable the Authority and the Contractor to monitor the status, progress and quality of the Work performed on the Project and to take proactive steps to ensure successful delivery of the Project.		
22	The calendar for meeting days shall be scheduled by the Contractor following the Agreement's Effective Date.		
23	With the meeting agenda submission, the Contractor shall submit a progress report to the Authority. The Authority may review and comment on the progress report prior to the meeting and the Contractor shall update accordingly.		
24	The format of the progress report shall be agreed upon as one of the initial Project tasks upon the Agreement's Effective Date and shall be incorporated by the Contractor into the PMP.		
25	The Contractor shall manage, facilitate and conduct the meetings in accordance with the agreed to format.		
26	The progress report includes but is not limited to:		
	· a summary, outlining progress, status and percentage of Work performed for each task, as compared to planned activities in the Approved Baseline Implementation Schedule. Comments shall be included where appropriate. The summary should be a dashboard-style report and shall identify status of key milestones;		
	· an analysis of all critical path tasks, potential risks associated with the tasks and proposed contingency/work around plans to circumvent or mitigate delays to the Project;		
	· identification of any Approved changes to Approved milestone dates and Approved Baseline Implementation Schedule, clearly noting the details and identifying the Agreement Change;		
	· a discussion of schedule compliance and an updated Baseline Implementation Schedule showing current status against the baseline Approved Baseline Implementation Schedule;		
	· a risk log that tracks the status of all outstanding risks that need decision/resolution;		
	· an updated action items list that tracks the status of all outstanding Deliverables, activities and issues that need decision/resolution;		
· open invoices, if applicable;			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> a list of Approved and pending change requests (Contractor and Authority -initiated) and their status; the previous meeting final minutes and a six (6) week look-ahead schedule. 		
1.5. Quality Assurance Program			
	The Contractor shall establish an effective Quality Assurance (QA) program to ensure compliance with the Agreement. This QA program shall detail the process and procedures instituted by the Contractor to ensure the QA program is in place.		
27	The Contractor shall establish an effective QA program that ensures adequate quality throughout all areas of Agreement performance.		
28	All systems and services under this Agreement, whether performed within the Contractor's facilities or at any other source, shall be managed by the Contractor at all points necessary to ensure conformance to the Requirements of the Agreement.		
29	The QA program shall provide for the prevention and early detection of discrepancies and for timely and positive corrective action.		
30	The QA program shall include effective Quality Control of purchased services and materials and subcontracted Work.		
31	The Contractor shall make evidence of quality conformance readily available to the Authority, and the Authority shall have the right to review and verify the Contractor's compliance to the process. For the Implementation Phase, evidence includes documentation of adherence to testing procedures and achieving expected test results and for the Operations and Maintenance Phase, evidence includes the Monthly Operations Report, results of quality audits and system reports.		
32	The Contractor's Quality Assurance Manager shall lead the team of Contractor's staff to meet all the Requirements related to quality and to assure the Authority that the Work of the Contractor is in accordance with the Quality Plan as defined in Section 4.2.1.		
1.5.1. Control of Purchase			
33	The Contractor shall be responsible for ensuring all systems, supplies, components, developmental tools, assemblies, subassemblies and services procured from Subcontractors, Third-Party Service Providers conform to the Requirements and the Agreement.		
34	The Contractor shall establish procedures for the selection of Third-Party Service Providers in accordance with the Agreement. The Contractor shall ensure the Subcontractors, Third-Party Service Providers control the quality of the supplies and services provided.		
35	The Contractor shall provide all procurement documents to the Authority upon request.		
1.5.2. Visits to Contractor's Facilities			
36	The Authority reserves the right to both unannounced and scheduled visits to all Contractor's facilities and all areas of those facilities where Software development/support and services related to the BOS and CSC Operations are performed.		
1.6. Baseline Implementation Schedule and Contract Deliverables Requirements List (CDRL)			

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Approved Baseline Implementation Schedule (also referred to as “the Schedule” below) is a comprehensive list of Project milestones, activities and Deliverables, with planned start and finish dates, including a detailed Work Breakdown Structure (WBS) that identifies Project tasks down to the Work package level and the activities required to complete the Work package Deliverables. The Contract Deliverables Requirement List (CDRL) (Section 10) is used with the schedule to track the Project Deliverables.		
37	The Contractor shall provide and maintain a detailed Baseline Implementation Schedule in Microsoft Project format (Project 2016 or above and include backward compatibility with earlier versions as required by the Authority) that lists all Project activities, tasks and sub-tasks, and sub-phases including but not limited to:		
	· staffing;		
	· key intersection points/dependencies with the ETTM System Contractor;		
	· document development;		
	· any required improvements to CSC and WIC Sites;		
	· fit-out/installation (including communications infrastructure installation) at CSC and WIC facilities;		
	· training;		
	· mobilization;		
· BOS and operations Go-Live and			
· all ongoing Project activities throughout the Implementation Phase, such as scheduled meetings and their frequency/periodicity.			
38	The Schedule shall include the milestone dates shown in RFP Exhibit C as modified and Approved per the Agreement.		
39	The Schedule shall also include coordination activities with the Authority, other contractors, and all Third-Party Service Providers and shall clearly document all coordination tasks.		
40	Upon Approval of the Baseline Implementation Schedule by the Authority, the schedule shall become the Approved Baseline Implementation Schedule.		
41	The Schedule shall identify all milestones and tasks, starting with the Agreement’s Effective Date through the BOS Acceptance.		
42	The Schedule shall be resource loaded, shall include all draft submissions and review cycles and shall include all tasks required of the Authority. All Authority tasks and durations shall be clearly highlighted and differentiated from Contractor tasks.		
43	The Schedule shall identify all critical path tasks and shall be used to manage the Project.		
44	Once the Baseline Implementation Schedule is Approved, the Contractor shall update progress against the Approved Baseline Implementation Schedule on a monthly basis, showing percent complete for all Project tasks and identifying actual start and finish dates against the Approved Baseline Implementation Schedule.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
45	The Contractor shall use the Approved Baseline Implementation Schedule throughout the duration of the Project and shall notify the Authority of any anticipated schedule changes along with a plan for mitigating them, if applicable.		
46	The Contractor shall obtain Approval from the Authority for all changes to the Approved Baseline Implementation Schedule. No revisions shall be considered Approved or accepted without this Approval in writing.		
47	In parallel and concurrent with the Schedule, the Contractor shall report and track the status of all Contractor Deliverables via a separate CDRL that lists delivery dates (planned and actual), review cycles, workshops (if applicable), comment review meetings and Approval dates.		
2. Staffing and Key Team Personnel			
	The Contractor is responsible for maintaining and assigning a sufficient number of competent and qualified professionals to meet the Requirements of the Agreement in accordance with the Approved Baseline Implementation Schedule.		
2.1. General Staffing Requirements			
48	The Contractor shall provide staff at all times sufficient to meet the Project Requirements.		
49	The Contractor shall provide all staff and services to professionally operate the CSC and provide professional customer service in accordance with the procedures and policies documented in the Operations Plan, SOPs, and the Requirements. Staff shall include all management, supervisory, financial, technical, and operations personnel.		
50	The Contractor shall ensure Key Team Personnel are readily accessible to the Authority during the Implementation and Operations and Maintenance Phases.		
51	The Contractor shall submit replacement requests for Key Team Personnel to the Authority for review and Approval prior to replacement of an individual. Key Team Personnel shall not be replaced without the prior Approval of the Authority as to the replacement.		
52	The Authority shall have the right to request replacement of any Contractor personnel in accordance with the terms and conditions of the Agreement.		
53	The Contractor shall replace Key Team Personnel immediately with an acting replacement after the position is empty. Failure to promptly replace open Key Team Personnel positions with a full-time replacement shall result in penalties as described within the Agreement and/or Performance Measures.		
54	The Contractor shall provide a staffing plan for the Operations and Maintenance Phase ninety (90) days before Go-Live.		
55	The Contractor shall ensure all personnel are trained and conduct themselves in a professional manner that is based upon the best practices of customer service. The Contractor's employee code of conduct shall be included in the Operations Plan.		
56	The Contractor shall provide, update and maintain a complete organizational chart during both the Implementation Phase and Operations and Maintenance Phases and provide to the Authority upon request.		
2.2. Key Team Personnel			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
57	The Contractor shall provide the following Key Team Personnel for this Project, shown Table 2-1: Key Team Personnel, subject to the Approval of the Authority. The list in Table 2-1 is not an exhaustive list of key personnel, but the minimum required Key Team Personnel to be included in the Contractor's organizational structure.		
58	The Contractor shall attempt to fill Key Team Personnel positions with the minimum experience provided in Table 2-1: Key Team Personnel. The Authority will use the experience levels provided in assessing and Approving Key Team Personnel.		
2.3. Other Required Personnel			
	In addition to the Key Team Personnel list in Section 2.2, the Contractor must provide adequate staff to perform the Requirements. This includes, but is not limited to, the following dedicated staff:		
	· Human Resources Manager;		
	· Training Manager;		
	· Desktop Support Personnel and		
	· Data Analytics Specialist.		
59	The Contractor shall provide a Human Resources Manager, with at least five (5) years' experience as a Human Resource Manager on projects of a similar scope to this Project, responsible for all Project personnel. Responsible for human resources management during the Operations and Maintenance Phase.		
60	The Contractor shall provide a Training Manager, with at least five (5) years' experience in customer service, responsible for providing assessments, planning, developing, delivering and evaluating employee training.		
61	The Contractor shall provide On-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.		
62	The Contractor shall provide a Data Analytics Specialist for the duration of the Agreement to assist the Authority in formatting queries and running analytics reports on its behalf.		
2.4. Staff Selection Requirements			
	The Contractor shall screen all candidates for potential employment at the CSC. Screening and the subsequent decision to hire shall be based upon fair, equitable and job-related criteria. Additional screening may be required for the Contractor's operation's staff prior to promotion or transfer to job roles with increased access to sensitive or critical information.		
	The level of background investigation required shall be dependent upon job function (for example, a receptionist who has limited access to customer and financial information shall require a lower level of investigation than a clerk in the finance department who may have access to customer and financial information).		
	All Contractor employees shall undergo screening, including but is not limited to:		
	· business/personal references;		
	· illegal substance screening;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
63	· past employment history;		
	· education verification;		
	· financial credit history;		
	· professional license and certification verification;		
	· military service verification;		
	· criminal records including misdemeanor and felony convictions and		
	· I-9 immigration status.		
64	The Contractor shall comply with all applicable laws and regulations related to operating and staffing the CSC, including but not limited to:		
	· Americans with Disabilities Act (ADA);		
	· Occupational Safety and Health Act (OSHA);		
	· Equal Employment Opportunity Commission (EEOC);		
	· Federal Fair Credit Reporting Act (FCRA);		
	· Drivers Privacy Protection Act - 18 US Code, Section 2721 (DPPA);		
	· California State statute regarding protection of Personal Identifying Information (PII) and Security Standards.		
65	The Contractor, when conducting background investigations, shall consider and take into account the following:		
	· name search - married name, previous names, aliases and		
	· investigations must be completed and reviewed by the Contractor prior to the employee beginning work.		
66	The Contractor shall maintain hardcopy and electronic, as applicable, backup documentation on-site for all background checks.		
67	The Contractor shall maintain records of adjudication and hiring decisions on each candidate interviewed or considered for a position.		
68	All staff shall understand, read, write and speak English fluently and shall be U.S. citizens or otherwise legally permitted to work in the U.S.		
69	The Contractor shall provide for bilingual (Spanish) customer service staff to support Spanish-speaking customers who call or visit during all business hours.		
3. System Development and Design Requirements			
3.1. System Development Meetings and Workshops			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	To ensure the design Requirements for the BOS are fully understood by the Authority and the Contractor, a series of Requirements and design review steps are specified following a sequential design process. The Conformed Statement of Work Requirements Document (CSWRD) is developed in coordination with the Authority and the Contractor, upon selection of the Contractor. The CSWRD shall be the basis for the Contractor to develop a Requirements Traceability Matrix (RTM). The RTM details the Requirements in tabular format with columns that allow for verification that each of the Requirements in the CSWRD have been addressed in the design and documented in the System Detailed Design Document (SDDD) and the Master Test Plan (MTP) and its test procedures. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.		
	The ETTM System Contractor shall attend meetings and workshops as required and at the Authority's discretion based on the meeting content.		
70	The Contractor shall establish and maintain a Software design and development program to ensure compliance with the BOS Requirements.		
71	The Contractor shall employ appropriate techniques and methodologies to develop the BOS Requirements and ensure compliance with the Business Rules for the Project.		
72	The Contractor shall, for all Phase II and optional (if applicable) functionality, follow the design, development and test process that mimics the Approved Implementation Phase Software design, development and testing process.		
73	Prior to conducting any workshops, Requirements reviews, focus group meetings or design reviews, the Contractor shall develop all necessary documentation for the Authority to review and shall submit the documentation for review no less than ten (10) Business Days prior to such meetings.		
3.2. Business Rules Workshops			
	The Contractor shall conduct a series of Business Rules workshops with the Authority to develop a complete set of Business Rules.		
74	The Contractor shall manage, facilitate and conduct Business Rules review workshops with the Authority to develop the Business Rules for the BOS and CSC Operations.		
75	The Business Rules review workshops shall include Contractor and Authority staff.		
76	The Contractor shall facilitate and conduct a minimum of five (5) Business Rules workshops.		
77	The workshops shall continue until the Business Rules are developed to the satisfaction of both the Contractor and the Authority.		
3.3. Software Walkthroughs			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The intent of the Software walkthrough is to provide transparency into the planning process for the Contractor's Software development to ensure the Contractor is on track to deliver the Project on schedule and to obtain the Authority's feedback on the direction of the development prior to the full rollout of the Software. Lastly it allows the Authority to observe the BOS in operation. Unlike Software detailed design reviews, these walkthroughs shall demonstrate actual transactions/trips in a test environment. As part of the walkthrough process, the Contractor shall validate all Requirements and ensure Contractor's understanding of the Requirements.		
78	The Contractor shall manage, facilitate and conduct the walkthroughs.		
79	The Contractor shall conduct a series of Software walkthroughs including product demonstrations and/or planned functionality to solicit input from the Authority during the development of the BOS Software. The Contractor will segment each meeting by functional area and schedule each walkthrough meeting to align with the participants' availability.		
80	Prior to the Software walkthrough the Contractor shall provide a listing of the functionality that will be covered, high-level use cases do be demonstrated and identify all Requirements that need clarification and discussion.		
81	During the Software walkthroughs, the Contractor shall outline and demonstrate how the BOS Requirements will be met. The outcome of these meetings shall be documented in a revised RTM document.		
82	Prior to the Software walkthrough, the Contractor shall develop and submit high-level use cases that shall be demonstrated to the Authority for review and Approval.		
83	To the extent possible, the product shall be demonstrated in an environment that allows data to flow as it will in the final integrated BOS.		
84	The Software walkthrough shall demonstrate to the Authority that the Software design meets the technical and functional Requirements.		
85	Comments and feedback provided during the Software walkthrough shall be documented and resolved by the Contractor and the resolution shall be Approved by the Authority.		
86	The Contractor shall be responsible for identifying and correcting any Software issues or defects in its design or product that impact the Contractor's ability to deliver a BOS that meets the Requirements. This shall apply to issues or defects found during or after Software walkthrough or in the subsequent testing and implementation. Any such changes to address these issues shall be Approved by the Authority in writing.		
3.4.	Reports Design Workshops		
	The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the BOS reports required by the Authority.		
87	The Contractor shall manage, facilitate and conduct a minimum of three (3) reports design workshops.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
88	The reports design process shall be iterative, and the Contractor shall conduct multiple workshops with the Authority's stakeholders sufficient to obtain the Authority's informed input. The Contractor shall bring its subject matter experts (SMEs) to the workshops, including as example, BOS, operations, Maintenance and finance/accounting staff, as appropriate for the report type(s) being reviewed during the meeting.		
89	SMEs must provide a means for fully explaining each report, its intended purpose, columns, fields and components and its connection with other reconciling and validating reports.		
90	The Contractor shall trace the reports to the Requirements and demonstrate that all Requirements are satisfied.		
91	Upon receiving feedback from the Authority, the Contractor shall develop/modify the reports and submit the updated reports for review.		
92	The iterative series of workshops and demonstrations shall continue until the purpose, layout and content of all reports are Approved by the Authority.		
3.5. Performance Measures Reporting Workshops			
	The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the Performance Measures reports.		
93	Within the first three (3) months after the Agreement's Effective Date or at another date Approved by the Authority, subject to reasonable advance notice, the Contractor shall conduct a series of Performance Measures reporting workshops with the Authority. This will allow the Contractor and the Authority to understand how the Performance Measures-related data will be captured and reported once the Operations and Maintenance Phase has commenced. During these workshops, the Contractor and the Authority shall discuss the Performance Measures and the associated reporting. These workshops shall allow the Contractor to specify and gain initial Approval (subject to formal testing) on how the Performance Measures-related data will be captured and to accurately reported during the Operations and Maintenance Phase.		
3.6. System Detailed Design Review Meetings and Workshops			
	Based on the RTM, Operations Plan, SOPs and Business Rules documents, the Contractor shall design the BOS and submit a preliminary design document for the Authority to review and provide comments. The Contractor shall then conduct a series of design meetings, walk-throughs and workshops with the Authority to address the comments and to create the SDDD, defining how the design shall meet the BOS Requirements. Upon the submittal of an updated SDDD another review cycle shall take place.		
94	The Business Rules document, Operations Plan, SOPs, and the RTM shall be used to develop the System design and the SDDD.		
95	The Contractor shall schedule design meetings with the Authority to review and fully understand the design Requirements.		
96	The Contractor shall manage, facilitate and conduct the workshops and meetings.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
97	The Contractor shall demonstrate pre-production working products (such as beta versions) during the design review process, and stakeholders shall be walked through the workflow, utilizing screens and data flow diagrams.		
98	The Contractor shall explain how the BOS design meets the RTM, the Business Rules and the Agreement Requirements.		
99	The Contractor shall conduct as many meetings, workshops, and submission review cycles as deemed necessary by the Authority to address all design issues to the Authority's satisfaction.		
3.7. Use Cases Workshops			
	The Contractor shall conduct a series of use-case workshops with the Authority to develop use cases. The outcome of these meetings shall be a series of use-case documents that shall be used in conjunction with the Business Rules and test procedures to validate the Requirements.		
100	The Contractor shall manage, facilitate and conduct a minimum of three (3) use-case workshops with the Authority to develop the use cases that shall be used in conjunction with test procedures to validate that all BOS Requirements have been met.		
101	The use-cases (and associated test-cases) shall be traced against the Requirements within the RTM.		
102	The iterative series of workshops and demonstrations shall continue until the above use-case Requirements are satisfied and the use cases are Approved by the Authority.		
4. Documentation			
	The Contractor is required to provide various documents to support the BOS development and ongoing operations and Maintenance. All documentation provided under this Agreement shall meet the Requirements described below.		
	An online Contractor-provided Electronic Document Management System (EDMS) will be provided for the Authority's use. The EDMS will control the saving, versioning and storage of all Project-related documents, including the Contractor's Deliverables and other operations support documentation provided by the Contractor that must be available to the Project team. The Contractor shall save all Contractor Deliverables and other support documentation to the EDMS.		
4.1. Contractor-Developed Documentation Requirements			
103	The Contractor shall utilize a Contractor-provided EDMS that is accessible to the Project team by username and password, to control all Project-related documents from first submission to Approval.		
104	All Project documents submitted under this Agreement shall be available to all authorized Project team members using the EDMS during both the Implementation and Operations and Maintenance Phases.		
105	Each document shall be properly titled, date updated, numbered by revision, revision history, and version and shall incorporate signature blocks for authorship and Approvals. The Contractor shall provide a logical indexing system for ease of access for the Authority's Approval to be used to locate documents in the EDMS.		
106	The Contractor shall utilize acceptable standards agreed upon by the Contractor and the Authority when updating documents and submitting revisions.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
107	All documentation submitted by the Contractor under this Agreement shall be accurate and comply with Agreement Requirements.		
108	A table of contents, for all documentation that includes multiple pages and/or multiple sections, shall be submitted by the Contractor to the Authority for review and comment prior to the submission of the preliminary draft as part of the Deliverables Expectation Document. The Authority will review and provide comment on table of contents Submittals within five (5) Business Days.		
109	The Deliverables Expectation Document shall include all subsections and a summary narrative for each section describing the assumptions and approach.		
110	The Contractor shall submit preliminary draft and final draft documents to the Authority for review and comment, followed by 100 percent complete documents that incorporate all the Authority's review comments.		
111	The Authority shall have the right to require additional interim drafts from the Contractor at no additional cost should the documentation submitted not be of adequate quality, have missing or incorrect information or if it does not satisfactorily address the Authority's review comments.		
112	The Authority shall review and Approve all documents submitted. For documents containing less than 100 pages, the Authority will review and provide comment on preliminary draft documents within fifteen (15) Business Days. For documents containing at least 100 pages, the Authority will review and provide comment on preliminary draft documents within twenty-five (25) Business Days. The Authority shall review and provide comment on all final draft and final documents within ten (10) Business Days. When multiple documents are submitted to the Authority simultaneously, or within one week of each other, the number of Business Days required for review shall be doubled.		
113	The Contractor shall provide a Customer Review Form (CRF) with each submitted document. The Authority shall populate the CRF and provide the Contractor with written comments on all submitted documents. The Contractor shall respond in writing to all comments through the CRF. The Contractor may schedule and conduct meetings to clarify and resolve any remaining questions and issues concerning the comments and responses provided. The Contractor shall then prepare a revised version of the document for Approval by the Authority.		
114	The Contractor shall submit a hard copy and the electronic version of all Contractor developed documentation for Authority review and Approval unless otherwise directed by the Authority. Acceptable electronic formats are Microsoft Word 2016 (or higher), unsecured and indexed Portable Document Format (PDF), Excel (as appropriate) and professional CAD applications for Contractor-prepared documentation.		
115	The Contractor shall update documentation as changes occur through the Implementation Phase and the Operations and Maintenance Phase. All changes shall be submitted to the Authority for Approval. The Contractor shall maintain a document Submittals list on the EDMS identifying all versions of documents, the date submitted, the nature of changes and identify what the changes are within the documentation.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
116	All documentation submitted by the Contractor under this Agreement shall be the property of the Authority and shall not be marked with "Proprietary" unless agreed to by the Authority.		
4.2. Documents			
4.2.1. Quality Plan			
	The Quality Plan will include details about how the Contractor will plan and implement the QA program, how to address errors (quality-related events) and how to make improvements before an error occurs (continuous quality improvement). The Quality Plan will address all phases and Work.		
117	The Contractor shall develop a CSC Operations Quality Plan that details the Contractor's QA program in a concise manner customized to this Project.		
118	The Quality Plan shall include the Contractor's QA approach related to overall project management and controls, including but not limited to:		
	· quality management and organizational structure;		
	· project management;		
	· project controls;		
	· project documentation and updates and · project scheduling.		
119	The Quality Plan shall include the Contractor's QA approach related to BOS design and development, operation, Software Maintenance and BOS administration, including but not limited to:		
	· overall design;		
	· Software development, initial and on-going;		
	· Software development standards and documentation;		
	· testing;		
	· adherence to Security Standards;		
	· installation;		
	· quality management of all BOS created customer communications and Notifications;		
	· adherence to Performance Measures;		
	· configuration management; · change management;		
· monitoring and administration and · BOS installation and operational mobilization.			
120	The Quality Plan shall include the Contractor's QA approach related to CSC Operations, including but not limited to:		
	· quality management of every CSC Operations function;		
	· ongoing Customer Satisfaction Surveying and how the tool and information will be used;		
	· customer service quality improvements;		
	· adherence to Security Standards; · quality management and organizational structure; · quality management documentation;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> Contractor's audits; all State and Federal audits per the Agreement; all required and Authority led audits; quality review and verification; adherence to Performance Measures and CSC initial and on-going staffing. 		
4.2.2. Software Development Plan			
121	The Contractor shall develop and submit a Software Development Plan (SDP) that includes but is not limited to:		
	<ul style="list-style-type: none"> documentation of the Software development approach to the application structure, behavior, architecture, business processes and data structures; 		
	<ul style="list-style-type: none"> Software development organizational chart, including resources and responsibilities, such as Software developers (by area of development), system engineers, test engineers, Quality Assurance and Quality Control personnel, configuration management administrator, documentation specialists and management staff; 		
	<ul style="list-style-type: none"> Software development languages, development platforms and standards; 		
	<ul style="list-style-type: none"> Software development methodology, such as use cases, modeling and other development tools; 		
	<ul style="list-style-type: none"> management and control of Software versioning and major releases; 		
	<ul style="list-style-type: none"> description of the Software development life-cycle and Maintenance; 		
	<ul style="list-style-type: none"> location and approach to segregation of development and testing environments; 		
	<ul style="list-style-type: none"> development problem reporting and defect tracking; 		
	<ul style="list-style-type: none"> code reviews; 		
	<ul style="list-style-type: none"> internal testing methodology; 		
	<ul style="list-style-type: none"> regression testing; 		
	<ul style="list-style-type: none"> Software development language strategy related to both development and Software Maintenance; 		
	<ul style="list-style-type: none"> development and integration approach for the major functional Modules; 		
	<ul style="list-style-type: none"> detailed Software Quality Control processes; 		
<ul style="list-style-type: none"> Software documentation, standardization, review and usability; 			
<ul style="list-style-type: none"> samples of detailed Software documentation for both external and in-line documentation; 			
<ul style="list-style-type: none"> Software configuration and change management approach and standards and 			
<ul style="list-style-type: none"> Software deployment approach, release notes and validation. 			
4.2.3. Requirements Traceability Matrix			
	The RTM provides traceability between Requirements and BOS functionality in a matrix format. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.		
122	Upon completion of the BOS Requirements review process the Contractor shall deliver a RTM that details all the technical and functional Requirements for the BOS.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
123	The Contractor shall develop and submit an RTM that identifies each Requirement and where it is addressed in the design documents, use cases and test cases, including but not limited to:		
	· listing and multiple levels of categorization (e.g., functional, Interfaces, Modules, etc.) of all Requirements;		
	· identification of the source of all Requirements;		
	· identification of the design section of the SDDD that addresses the Requirement;		
	· identification of the test procedures that address the Requirement;		
	· Identification of the test method to validate the Requirement (e.g., via inspection, demonstration, analysis, test) and		
	· identification of the Business Rules associated with each Requirement.		
124	The RTM shall build on the specifications documented in the CSWRD and shall capture all user needs identified during the Requirements review process.		
125	During the design and development of the BOS, the Contractor shall update the RTM to reflect any changes to the Requirements and Requirements tracing that have been Approved by the Authority through the Project's change control management process.		
126	During design and testing, the RTM shall be used to verify the compliance to the Requirements, use cases and test cases.		
127	Upon Approval of the RTM, it shall be the basis for functional verification of design, development and testing.		
4.2.4. System Detailed Design Document (SDDD)			
128	The Contractor shall develop and submit an SDDD that describes the design specifications of all Hardware and Software provided as part of the BOS to meet the Approved Agreement Requirements. The SDDD shall demonstrate that the Contractor understands the functional, technical and Performance Measures of the BOS and has the processes, system and Software design in place to provide a high-quality and reliable product that meets the Requirements.		
129	The SDDD shall be written in accordance with the Quality Plan as defined in Section 4.2.1.		
130	The SDDD shall comply with data retention Requirements set forth in the Security Standards and Section 4.2.17 Records.		
131	The SDDD shall include the use of diagrams, figures and tables, and it shall apply to all required environments, Contractor-provided systems, and Software to be used by the Contractor, all Interfaces and all Third-Party Service Providers.		
132	The Contractor shall work with the Authority's marketing department in developing the Self-Service Website navigation and look and feel.		
	The SDDD shall include but not be limited to:		
	· logical BOS diagrams for all environments that identify all subsystems, components, connections and Interfaces;		
	· physical BOS architecture diagrams for all environments that identify all sites, Equipment and network layout diagrams;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
133	· telephony, IVR and ACD system flow diagrams, including call routing options;		
	· high system availability design for all BOS components, including servers, storage, network, database and application;		
	· detailed desktop computer Hardware, Software and peripheral configurations;		
	· access/identity security methodology;		
	· network sizing and design details including IP scheme;		
	· complete bill of materials, including Hardware, Software and support/Maintenance agreements;		
	· specification sheets for all Equipment including space and power requirements;		
	· Disaster Recovery and Business Continuity design, including network impacts;		
	· detailed database design, schema and entity relationship modeling, including transaction and file sizing and processing calculations;		
	· detailed database data dictionary;		
	· detailed data management design and processes, including summarizations, archiving and purging;		
	· all documentation required under PCI and PII and to document conformance with the Security Standards;		
	· Interface Control Documents (ICDs) for all external Interfaces and file upload functionality documenting both sides of the Interface;		
	· detailed Software architecture, internal software component interfaces, logic and process flows;		
	· detailed transactional and Violation processing logic and flow;		
	· detailed financial processing logic and flow, including interface and mapping to the Authority's financial applications;		
	· Self-Service Mobile Application (Phase II and optional) flow diagram;		
	· Self-Service Website site map;		
· application performance monitoring design;			
· all GUIs (including reports and screen formats);			
· format of all correspondence for all channels and			
· account management design and account types.			
4.2.5. Master Test Plan (MTP)			
	The Contractor shall develop and submit a comprehensive testing plan that describes the different test phases, the Contractor's testing concepts and approach and the administration of each test. The Master Test Plan (MTP) outlines the scope and testing concepts to be used to validate the BOS compliance to the Requirements, including integration to the ETTM System, external entities and Interoperable Agencies, and compliance to all Business Rules and Security Standards.		
134	The Contractor shall provide an MTP for the Authority's Approval that details the testing methodology utilized by the Contractor to demonstrate the BOS satisfies all Requirements.		
	The MTP shall cover all aspects of the BOS testing and shall describe all test phases, scope and procedures to validate the BOS compliance to the Requirements, including but not limited to:		
	· overall approach to testing, including tools and automation;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
135	· approach to using use cases and test cases to validate all Requirements;		
	· approach to entry and exit criteria;		
	· approach/methodology to pass/fail criteria;		
	· approach to the severity and priority descriptions and levels for each test;		
	· approach to defect tracking; reported; resolution, and regression testing, including tools used to document defects;		
	· approach for each test phase including purpose, scope, system environment, duration location, and resources;		
	· methodology for testing the Requirements and sample size for each phase of testing;		
	· approach for how data sets for each test are created including data needed to simulate logical days and cycles;		
	· approach to validating BOS Requirements through the testing methodology;		
	· approach to validating Performance Measures;		
	· approach to validating all reporting Requirements;		
	· approach to end-to-end testing, validation and reconciliation;		
	· approach to validating BOS monitoring, logging, access, Performance Management and Monitoring System (PMMS) Requirements;		
	· approach to testing, compliance to standards, correction of defects and Software release;		
	· end-to-end testing to ensure processes, transactions/trips and their interaction are tested through their final stages or disposition;		
	· Interface testing to ETTM System, Interoperable Agencies and Third-Party Service Providers;		
	· Security Standards;		
	· financial activity and reconciliation;		
· redundancy/failover aspects;			
· DR aspects and			
· cross-channel testing to ensure testing is not only performed for each Interface (such as, Self-Service Website, Self-Service Mobile Application (Phase II and optional), and IVR) individually, but also that testing is performed across each Interface to ensure consistent presentation and processing.			
4.2.6. Individual Test Plan and Test Procedures			
	The Contractor shall develop and submit individual test plans that describe the required test phases, the Contractor's testing concepts and approach for the administration of each test defined later in these Requirements. The individual test plans will provide detailed documentation of the individual testing plan and procedures.		
136	The Contractor shall provide a separate detailed test plan for the Authority's Approval for each testing phase outlined in the Requirements and MTP, including:		
	· Unit Test Plan;		
	· System Integration Test Plan;		
	· User Acceptance Test Plan;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> On-site Installation and Commissioning Test Plan and Operational and Acceptance Test Plan. 		
137	The Contractor shall provide a detailed test plan, including but not limited to:		
	<ul style="list-style-type: none"> test agenda including location, dates, meetings, testers, observers and attendees; 		
	<ul style="list-style-type: none"> test scripts for manual and automated tests; 		
	<ul style="list-style-type: none"> detailed use cases and test cases mapped to the RTM for all testing; 		
	<ul style="list-style-type: none"> test entry and exit criteria; 		
	<ul style="list-style-type: none"> test preparation; 		
	<ul style="list-style-type: none"> description of process for ensuring quality of testing and documentation; 		
	<ul style="list-style-type: none"> test data creation process and description of the environment used and Software versioning. 		
138	The Contractor shall provide use cases and test cases for Authority Approval for each testing phase outlined in the RTM, including but not limited to:		
	<ul style="list-style-type: none"> use case/test case ID; 		
	<ul style="list-style-type: none"> use case/test case description; 		
	<ul style="list-style-type: none"> mapped Requirements and Business Rules; 		
	<ul style="list-style-type: none"> assumptions: 		
	<ul style="list-style-type: none"> test data (variables and their values); 		
	<ul style="list-style-type: none"> steps to be executed; 		
	<ul style="list-style-type: none"> expected results; 		
	<ul style="list-style-type: none"> pass/fail criteria; 		
	<ul style="list-style-type: none"> space to document actual results and space for comments. 		
4.2.7. Implementation Plan and Related Documentation			
	The Contractor shall develop and submit an Implementation Plan and related documentation that identifies its approach that covers the major elements of the implementation, including coordination with the Authority's ETTM System Contractor, Third-Party Service Providers and others.		
139	The Contractor shall develop and submit the Implementation Plan that documents all implementation related activities for the Project for Authority's review in accordance with the Approved Baseline Implementation Schedule.		
140	The Implementation Plan shall define all elements of implementation, including but not limited to:		
	<ul style="list-style-type: none"> the detailed implementation schedule, detailing all activities for the implementation of the BOS, including coordination with ETTM System Contractor, Third-Party Service Providers and others as required. Once the implementation schedule is Approved by the Authority, the Contractor shall submit to the Authority updates during the implementation period(s) identifying any proposed implementation schedule changes and Work progress in the form of percentage completions; 		
	<ul style="list-style-type: none"> resource allocation Requirements for all implementation period(s); procurement and installation of the communications network; 		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> Quality Control, Quality Assurance, inspection and testing processes; special or unique implementation Requirements; an organization chart with contact information, roles and responsibilities and includes ETTM System Contractor, Third-Party Service Providers and others as required and Go-Live checklist. 		
141	The Contractor shall develop and submit to the Authority a full size (24" by 36") set of drawings with installation notes, providing sufficient and accurate detail of all systems and network layouts at all facilities that have BOS Equipment.		
4.2.8. Disaster Recovery Plan			
	The Disaster Recovery Plan (DRP) is a comprehensive, documented statement of actions to be taken before, during and after a disaster to protect and recover the information technology data, assets and facilities of the BOS.		
142	The Contractor shall develop, test, and submit a Disaster Recovery Plan (DRP) and subsequent Disaster Recovery procedures that describe the approach, as well as procedures to take place in the event of a disaster for the BOS.		
143	The DRP shall document the Contractor's approach to and planning for recovering from a disaster, including but not limited to:		
	<ul style="list-style-type: none"> define what constitutes disaster, associated risks and severity levels and timeframes to address (e.g., earthquake, flood, electrical outage, general loss of access to building, etc.); 		
	<ul style="list-style-type: none"> mitigation of disaster risks; 		
	<ul style="list-style-type: none"> preparations in the event of a disaster; 		
	<ul style="list-style-type: none"> organization chart illustrating Disaster Recovery team members, roles and responsibilities; 		
	<ul style="list-style-type: none"> notification contact list, including contact information; 		
	<ul style="list-style-type: none"> notification protocol; 		
	<ul style="list-style-type: none"> sites and Equipment for Disaster Recovery, presented in a diagram format; 		
	<ul style="list-style-type: none"> Disaster Recovery process initiation and completion checklist; 		
	<ul style="list-style-type: none"> coordination with the ETTM System Contractor and all Third-Party Service Providers; 		
<ul style="list-style-type: none"> Software, system and data replication processes; 			
<ul style="list-style-type: none"> detailed logistical processes for activation of Disaster Recovery site and systems; 			
<ul style="list-style-type: none"> detailed technical processes for activation of Disaster Recovery site and systems; 			
<ul style="list-style-type: none"> detailed operational functions for activation of Disaster Recovery site and 			
<ul style="list-style-type: none"> detailed technical processes for reactivation of primary site (or moving to a new primary site if the original primary site is destroyed) for systems and coordination with Authority's operations. 			
144	The DR shall include the following BOS information, including but not be limited to:		
	<ul style="list-style-type: none"> Recovery Point Objective (RPO): maximum acceptable amount of data loss for all critical BOS services after an unplanned data-loss incident; 		
	<ul style="list-style-type: none"> Recovery Time Objective (RTO): maximum acceptable amount of time for restoring a critical BOS services and regaining access to data after an unplanned disruption; 		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> Level of Service (LOS): the combination of throughput and functionality required to sustain BOS business operations and detailed description of how site and BOS security shall be maintained to ensure continued compliance with the Security Standards. 		
145	The DRP shall be tested and updated by the Contractor annually.		
4.2.9. Business Continuity Plan			
	The Business Continuity Plan (BCP) is a comprehensive, documented statement of strategy, as well as the planning, actions and processes that allows the Authority to continue BOS and CSC Operations after experiencing a disruptive event.		
146	The Contractor shall develop, test, and submit a Business Continuity Plan (BCP) that details the Contractor's approach to accommodating the staffing capabilities, furnishings, Equipment, systems, network, applications and data components required to ensure the continuity and resumption and continuity of critical BOS processes.		
147	The Contractor shall be responsible for providing a high-level plan for restoring CSC Operations in the event that facilities become unavailable; however, the plan shall not result in any costs to the Authority for pre-staging of Equipment and personnel.		
148	The Contractor shall be responsible for providing a detailed plan for restoring CSC Operations in the event that all or part of the CSC staff are directed by the Contractor or the Authority to work-at-home. For example, during an event similar to the COVID-19 outbreak.		
149	Changes to the operations BCP shall be reflected in the BCP within thirty (30) Calendar Days of Approval. The Contractor shall distribute, train and educate the operations staff on the BCP.		
4.2.10. BOS Installation Plan			
	The BOS Installation Plan will be used by the Contractor to successfully install and prepare the BOS for testing and eventual Go-Live.		
150	The Contractor shall coordinate with the Authority, Third-Party Service Providers, and the ETTM System Contractor to develop and provide a detailed BOS Installation Plan, subject to Approval by the Authority that identifies all aspects of BOS installation and start-up of all activities and systems associated with the testing and implementation of the BOS in accordance with the Security Standards.		
151	The BOS Installation Plan shall incorporate all aspects of the BOS installation, start-up and Go-Live, including but not limited to:		
	<ul style="list-style-type: none"> approach to installing the BOS, including network Equipment; CSC Equipment and Desktop Environments; 		
	<ul style="list-style-type: none"> communication procedures; 		
	<ul style="list-style-type: none"> BOS licensing; 		
	<ul style="list-style-type: none"> website static content; 		
	<ul style="list-style-type: none"> phone numbers; 		
	<ul style="list-style-type: none"> BOS access control; 		
	<ul style="list-style-type: none"> network addresses; 		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· mapping of all start-up activities;		
	· approach to compliance with Security Standards during installation and testing;		
	· coordination and Interface testing and start-up activities required with the ETTM System Contractor, and Third Party Service Providers;		
	· approach to achieving commencement of Ramp-up/Customer Services;		
	· acquisition and implementation of domain names and URLs;		
	· installation team organizational structure, roles and responsibilities and		
	· other activities required for the Go-Live from a system standpoint.		
152	The BOS Installation Plan shall describe the approach to testing support, including but not limited to:		
	· approach to the iterative and repetitive testing phases;		
	· within each testing phase the approach to resetting account balances, advancing aging and other system administration activities necessary to support repetitive testing and		
	· within each testing phase the approach to establishing required Interfaces.		
4.2.11. CSC Operations and Facility Mobilization Plan			
	The CSC Operations and Facility Mobilization Plan shall be developed by the Contractor and shall include an explanation of how the Contractor will manage CSC and CSC facility mobilization.		
153	The Contractor shall coordinate with the Authority to develop a detailed CSC Operations and Facility Mobilization Plan that identifies and plans for all activities, data and Authority-owned materials associated with the mobilization of the CSC, as well as all aspects of design and coordination of the CSC and WIC facility.		
154	The CSC Operations and Facility Mobilization Plan shall include how the Contractor will stage new operations for testing and Go-Live.		
155	The CSC Operations and Facility Mobilization Plan shall address how and where the Contractor will train the staff without disrupting current operations.		
156	The CSC Operations and Facility Mobilization Plan shall incorporate all aspects of the CSC Mobilization, including but not limited to:		
	· pre-Go-Live account creation and transponder delivery;		
	· transponder inventory;		
	· Violation work;		
	· all printed customer collateral;		
	· hardcopy documentation;		
	· softcopy information owned by the Authority;		
	· mobilization of CSC facilities;		
	· post office boxes;		
	· Postage meters;		
	· phone numbers;		
	· staffing for testing;		
	· staffing for Ramp-up/Customer Services period;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> · staffing for initial Go-Live; · security personnel as required by Contractor; · administration of CCTV surveillance and physical security systems; · service contracts; · training and · Go-Live activities. 		
157	The CSC Operations and Facility Mobilization Plan shall include a mobilization and facility mobilization and occupancy schedule.		
158	The CSC Operations and Facility Mobilization Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.		
4.2.12. End of Agreement Transition Plan			
	The End of Agreement Transition Plan shall address how the Contractor will support the Authority and the Contractor's successor to facilitate a seamless transition upon termination or expiration of the Agreement.		
159	The Contractor shall develop a detailed End of Agreement Transition Plan that identifies the transition of all activities and Authority -owned materials and data associated with the Operation of the CSC at the end of the Agreement.		
160	The End of Agreement Transition Plan shall incorporate all aspects of the transition, including but not limited to:		
	· customer service, billing and violation work in progress;		
	· accounts and violations in collections;		
	· Merchant Service Provider activities;		
	· transponder inventory;		
	· all printed customer collateral;		
	· all supplies and consumables on hand;		
	· hardcopy documentation;		
	· softcopy information owned by the Authority;		
	· CSCs;		
· staffing;			
· training and			
· Contractor orderly shutdown of non-transitioned items, facilities and services.			
161	The End of Agreement Transition Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.		
162	The End of Agreement Transition Plan shall be updated and submitted for Approval by the Authority every two (2) years over the term of the Agreement.		
4.2.13. Operations Plan			
	The Operations Plan is a comprehensive source of information about how the CSC will be managed and operated.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
163	The Contractor shall develop and maintain a comprehensive Operations Plan that details all aspects of the operation of the CSC, including but not limited to:		
	· a description of each department/functional area and providing sufficient detail for the Authority to understand the functions and responsibilities of each department and how it will be staffed, managed and operated;		
	· all the Authority's Business Rules and policies related to the CSC Operations;		
	· account terms and conditions;		
	· detailed SOPs required to operate the CSC;		
	· customer data privacy policy;		
	· data and physical security including periodic access audit and reporting;		
	· human resources and staffing policies and procedures;		
	· background check processes;		
	· employee code of conduct;		
	· Authority's Holidays and hours of operation, including the CSC and other CSC facilities, if applicable;		
	· detailed scripts for common customer interactions;		
	· copies of each form, spreadsheet, manual tracking sheet, report, letter, email copy, and text copy (BOS and non-BOS generated) which the Contractor will utilize in the operation of the CSC;		
	· Quality Control and verification procedures to ensure operations meet the Performance Measures;		
	· operations monitoring to ensure compliance with Requirements;		
· a description of how the Contractor will communicate with the Authority pertaining to day-to-day operations and general issues and problems, including but not limited to: Case management, correspondence management, escalation procedures, document control, and Submittals procedures;			
· a description of how the Contractor will communicate with the Authority and Interoperable Agencies in handling customer disputes, dismissals, payments and reconciliation;			
· detailed structure and schedule for monthly Maintenance and operations meetings with the ETTM System Contractor and the Authority (separate meetings or combined at Authority's discretion);			
· emergency response management procedures, including a detailed description of how the Contractor will communicate and respond to emergency conditions and			
· processes and procedures instituted to ensure high customer satisfaction including the details of the Customer Satisfaction Survey Provider Subcontractor and program that will be used to monitor customer satisfaction with the CSC.			
164	The Contractor shall provide updates and changes to the Authority no less than annually for Approval and incorporation into the Operations Plan. The Operations Plan shall be a living document and as such, shall be updated and reviewed/Approved by the Authority whenever changes are made to any element of the operations covered in the Operations Plan.		
165	The Contractor shall publish a full revision of the Operations Plan no less than annually.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
166	The Operations Plan shall be submitted for Approval by the Authority in accordance with the Approved Baseline Implementation Schedule.		
4.2.14. Standard Operations Procedures (SOPs)			
167	The Contractor shall develop and maintain the SOPs. The SOPs shall use detailed narratives and process flow diagrams in providing step-by-step procedures for every task the Contractor performs. The SOPs shall detail both manual and BOS-aided steps and procedures.		
168	Approved, new policies, procedures and changes to existing policies and procedures shall be updated in the SOPs quarterly. The Contractor shall distribute, train and educate the operations staff and the Authority in accordance with the SOPs.		
169	The SOPs shall be submitted for Approval by the Authority as a part of the Operations Plan.		
4.2.15. Staffing and Human Resources Management Plan			
	The Staffing and Human Resources Management Plan defines the required human resources needed to meet all of the Requirements for the CSC. It details the selection and assignment of an operations team. It describes how the staff will be recruited, vetted, trained, compensated, evaluated, disciplined, and terminated. The Staffing and Human Resources Management Plan shall identify the appropriate skill sets and labor to manage the Work and to perform the tasks that produce the specified Deliverables, customer service and performance. It also shall provide for any additional non-labor resources such as tools, Equipment, or processes used by the operations team.		
170	The Contractor shall develop a Staffing and Human Resources Management Plan that includes details of the Contractor's staffing program.		
171	The Staffing and Human Resources Management Plan shall include a hiring/assignment schedule for anticipated resource Requirements for the duration of the Project.		
172	The Contractor shall develop and provide an organizational approach for staffing in the Staffing and Human Resources Management Plan designed to meet the Requirements. This includes but is not limited to:		
	· organizational chart with all staff positions (including Subcontractors), head count and reporting relationships;		
	· job descriptions for all staff positions by position type;		
	· identification of functions which have been subcontracted, the name and responsibilities of the Subcontractor, and name(s) and contact information for Subcontractor's key personnel;		
	· description of the process used for determining the appropriate staffing levels for each position;		
	· a schedule describing the daily and weekly staff shifts and a description of how the Contractor will adjust staffing to accommodate seasonal and dynamic changes in work volume;		
	· recruitment process;		
	· background investigation approach;		
· pre-employment testing;			
· training, testing and re-training policies and procedures including refresher and remedial training for both remote and local staff;			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> employee retention and career development program; employee monitoring, performance evaluation and coaching; employee disciplinary process and employee termination process. 		
173	The Staffing and Human Resources Management Plan shall also include the location of all personnel required to meet Project Requirements (on-site or remote), as well as the Contractor's approach to providing on-site training and support for remote staff.		
174	This Staffing and Human Resources Management Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.		
4.2.16. Reporting and Reconciliation Plan			
	The Reporting and Reconciliation Plan shall include a comprehensive, detailed description of actions to be taken and information to be provided to the Authority related to reporting and reconciliation. This document will identify each report and its associated delivery schedule and provide an explanation of the report and its underlying data and how it is used.		
175	The Contractor shall develop and submit to the Authority for Approval, a Reporting and Reconciliation Plan that details the Contractor's reporting and reconciliation process.		
176	The Reporting and Reconciliation Plan identifies the procedures that the Contractor will use to perform, manage and reconcile all aspects of the CSC. This includes both transactional and financial reconciliation, including allocation of all Contractor's cost and Third-Party Service Provider associated revenue and/or costs.		
177	Each reconciliation shall have a separate section which identifies the reports used for the reconciliation, whether or not the report is generated from the BOS, received from a Third-Party Service Provider or (e.g., banks, Collection Agency, Lockbox Service Provider, etc.) or developed manually by the Contractor.		
178	The Reporting and Reconciliation Plan shall describe each provided report or report set and the schedule for providing it along with a sample of each report set. This includes but is not limited to:		
	· daily reconciliation report;		
	· monthly reconciliation report;		
	· quarterly reconciliation report;		
	· annual reconciliation report;		
	· description of Contractor's process for entering, printing and sending refund checks and entering the resulting financial transactions into the Authority's financial accounting systems, including all accounts and processes required to facilitate this entire process;		
	· description of financial and cash/check handling controls for the CSCs and		
	· other operations and financial reports as needed to fully reconcile and meet the operations Requirements.		
4.2.17. Records			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
179	The Contractor shall meet all data retention Requirements, including durations for retention, as set forth in the Security Standards. The Contractor shall make every effort, within practical business and cost constraints, to purge the personal account information of an account that is closed or terminated. In no case shall the Contractor maintain personal information more than four years and six months after the date an account is closed or terminated. The Contractor shall periodically audit the BOS to verify that it is in conformance with the retention policy.		
180	If specific documents or data retention Requirements are not covered in the Security Standards, or the retention Requirement is greater in other applicable Requirements, the Contractor shall maintain records, for the duration of the Agreement period, in compliance with the longer retention period Requirement. Other applicable Requirements include but are not limited to:		
	· recordings of customer phone calls shall be on-line and readily available for a minimum of two years after the date of recording;		
	· GAAP;		
	· record retention policies for the Authority;		
	· IRS Requirements;		
	· The California State Archives Data Retention Schedule;		
181	Requirements and standards for records management and retention may change over the term of the Agreement. The Authority will provide any updates to its internal policies and procedures that may impact the CSC records and retention Requirements; however, it is the Contractor's responsibility to ensure it is aware of any changes to relevant standards, statues, and/or rules beyond those of the Authority, and to incorporate such changes in accordance with the provisions of the Agreement.		
182	The Contractor shall be responsible for data retention and purging of all paper records, in accordance with the Authority's retention policy and all of the Requirements related to records retention. In the event of a conflict between Requirements, the Contractor shall immediately notify the Authority.		
183	The Contractor shall maintain records and data essential to providing objective evidence of quality, and these records shall be made available to the Authority upon request.		
184	Quality-related records and data shall include but not be limited to:		
	· inspection and test results;		
	· records of Subcontractor quality programs;		
	· change request documentation;		
	· Customer Satisfaction Survey results;		
185	operational reviews and walk-throughs and		
	results of internal and Contractor audits.		
4.2.18. Management Reporting			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
186	The Contractor shall prepare and submit to the Authority a Monthly Operations Report in an Approved format, on an agreed-upon day each month. This report shall provide the information required for the Authority to verify the Contractor performance as reported by the Contractor, including but not limited to:		
	· Project Oversight Report;		
	· Contractor Performance Report (including performance against the Performance Measures);		
	· monthly operations invoices for the corresponding period;		
	· three-month and one-year look forward for budgeted staffing based on estimated volumes;		
	· other agreed-to CSC Operations reports;		
	· updates to documents and plans which have occurred in the previous month and updated action item list and Approved meeting minutes from the previous month.		
187	The Monthly Operations Report package shall detail the Contractor's performance against the Performance Measures (Contractor Performance Report) in tabular and graphical formats. The Contractor shall use reports and other data from operations as Approved, to conduct an analysis of the data and summarize the results. The basis for the data must be the BOS reports and all data must be reconciled against the appropriate BOS report(s).		
188	The data shall be presented in a graphical and tabular format showing the Contractor's comparative monthly performance over time.		
189	The presentation of the information shall be clear, concise, and professionally organized and formatted.		
190	Any failures to meet the Performance Measures shall be identified and details submitted, including the Contractor's plan to correct such occurrences. The associated non-compliance performance adjustment for such failures shall be summarized and tabulated with the total non-compliance performance adjustment provided.		
	At a minimum, the Contractor's Monthly Operations Report shall include the reports listed below; however, the final list of documents to be included shall be developed and Approved as a part of the Operations Plan.		
	· Project Oversight Report: This report summarizes the Contractor's Project activities for the reporting period, including major accomplishments, issues and summary reporting. The Project Oversight Report also shall include an updated action items list that tracks all open items to be resolved by the Contractor. The list shall include task description, date created, owner, status, priority, impact/justification, completion due date and notes pertaining to the completion of each task. A status of operational changes shall be included in the Report. The Contractor shall provide status on all existing and new BOS issues that affect operations. The Contractor also shall make recommendations for innovations, processes and BOS improvements and other suggested changes, which will improve customer service or increase operational efficiency.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
191	· Operations Reports: This suite of reports shall provide the details required to support the Project Oversight Report, including but not limited to: customer contacts, mail handling and Notification response; Case handling; transponder Fulfillment; payments processed; customer disbursements processed; the Authority's and Interoperable Agencies' settlements processed; returned payments processed; chargebacks processed; inventory item Fulfillment and balancing, and reconciliation. Reports related to ongoing Customer Satisfaction Surveys and QA activities and translation services shall also be provided.		
	· Refund account reconciliation and request for replenishment: Contractor shall be responsible for issuing customer and violator refunds. Contractor will provide documentation of refunds that were issued. The Contractor shall provide related account and Violation reconciliation reporting to the Authority at least monthly and in accordance with the Operations Plan.		
	· Contractor Performance Report: The Contractor shall be fully responsible for the CSC Operations meeting or exceeding required performance. Failure to do so may result in the assessment of non-compliance performance adjustments as set forth in Volume IV Performance Measures. The Contractor shall use the Approved tracking and reporting methods to prove its monthly performance against the Performance Measures.		
	· Monthly Operations Invoices: The Authority shall receive a Contractor's invoice for the period corresponding to the Monthly Operations Report. The invoice shall detail the specific amounts due from the Authority. Contractor shall address costs that are netted out from the Contractor's toll revenue payment to the Authority, for example credit card fees and collections fees. Any associated Liquidated Damages shall be separately netted out with detailed supporting documentation. The Authority will not pay operation invoices that are not accompanied by the complete and accurate Approved Monthly Operations Report package.		
192	Any performance deficiency the Contractor proposes to have excluded from the non-compliance performance adjustment calculation shall be documented on the Approved Waiver Form and explained in detail, with supporting documentation sufficient for the Authority to make a determination as to the acceptability of the exclusion. If the Authority needs additional information to make a determination the Contractor shall provide such information expeditiously. Adjustments will not be considered until full required documentation is provided by the Contractor.		
193	The Waiver Form must be submitted within thirty (30) Calendar Days of the affected invoice in order to be considered by the Authority.		
4.2.19. Training Plan			
	The Contractor shall provide a training program to educate Contractor staff, the Authority and others on the BOS and CSC Operations, as described in Section 5 Training. The Contractor is responsible for providing a Training Plan that describes the approach to training activities.		
194	The Contractor shall develop and maintain a Training Plan, subject to Approval by the Authority, in accordance with the Approved Baseline Implementation Schedule.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
195	The Training Plan shall describe the plan for training CSC Operations staff and Authority-designated individuals and shall outline the required operational/Maintenance and BOS knowledge for each position to be gained from the training. For each BOS position/user type, the plan shall include a training instructor guide, training manual and other materials to be used in training.		
196	The Training Plan shall include a schedule for regular staff training, follow-up training and continuing education for staff.		
197	The Training Plan shall describe the approach to training administrators, end users at different levels, Maintenance and support personnel, including but not limited to:		
	· overall description of the training program;		
	· training techniques;		
	· training delivery schedule;		
	· how training will occur with staff working on live operation;		
	· recurring training through life of the Agreement;		
	· names and descriptions of each training class;		
	· purpose of each training class;		
	· who should attend the class;		
	· qualification Requirements for trainer;		
	· minimum qualifications for personnel attending the class;		
	· duration of the class;		
	· training materials, including syllabus, schedule, training goals, manuals, guides, other support materials and techniques to be used;		
· data preparation, such as test accounts and test transactions/trips;			
· required Equipment and			
· facility Requirements.			
4.2.20. Maintenance Plans			
	The Contractor shall develop and submit the Maintenance Plans listed below that describe how the Contractor plans to perform the Maintenance of the BOS and all Hardware, Software and systems at the BOS facilities and CSC throughout the Operations and Maintenance Phase. The Contractor shall have appropriate BOS documentation available to all Maintenance and Software support personnel, as required to perform their respective duties.		
4.2.20.1. System Maintenance Plan			
	The Contractor shall develop and submit the System Maintenance Plan that defines the approach to services, staffing and resources to fulfill the BOS Maintenance Requirements. The Contractor shall identify the Contractor's Maintenance responsibilities and shall include but not be limited to:		
	· organizational structure, organizational chart and job descriptions and responsibilities;		
	· staffing plan;		
	· approach to training;		
	· detailed BOS monitoring Requirements;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
198	· staff schedule and locations;		
	· third-party system support agreements overview;		
	· location of offsite data storage;		
	· schedule of all System Maintenance activities, including anticipated Upgrades/Enhancement releases;		
	· description of all System Maintenance related communication methods;		
	· Maintenance procedures, communication protocols and Approval processes for BOS Upgrades, Software deployments, scheduled Maintenance activities, change management and scheduled downtime;		
	· Maintenance procedures and communications protocols for unscheduled downtime;		
	· communication protocol for coordination with Interoperable Agencies and Third-Party Service Providers and WICs;		
	· communication protocol for coordination with the Authority's other toll system vendors;		
	· trouble reporting processes, notification protocols for issues and failures, and Maintenance reporting processes;		
	· prioritization, response, escalation, and repair processes;		
	· spares levels, Equipment and third-party Software warranty tracking and return material processes;		
	· monitoring Maintenance performance for compliance with Performance Measures;		
	· sample Maintenance reports and reporting processes;		
	· processes for supporting internal and external audits;		
	· Security Standards compliance monitoring, Upgrades and safeguards;		
	· system intrusion monitoring and safeguards;		
· Equipment replacement/refresh schedule;			
· Upgrades to third-party Software and tools and			
· processes in place to meet Performance Measures.			
4.2.20.2. Software Maintenance Plan			
	The Contractor shall develop and submit a Software Maintenance Plan that defines the approach to services, staffing and resources to fulfill the Software Maintenance Requirements and warranty provisions as set forth in the Agreement, including but not be limited to the following elements:		
	· organizational structure, organizational chart with job descriptions and responsibilities;		
	· staffing plan;		
	· approach to staffing and training;		
	· approach to receiving and prioritizing Software defects (bugs);		
	· reporting, categorization, prioritization and disposition of Software defects;		
	· coverage and personnel locations;		
	· all Software Maintenance related communication methods;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
199	· Maintenance procedures, communication protocols and Approval processes for Software Upgrades, scheduled Maintenance activities, change management and scheduled downtime;		
	· documented change control procedures;		
	· Maintenance procedures and communications protocols for unscheduled downtime;		
	· trouble reporting processes;		
	· escalation processes;		
	· sample Maintenance reports;		
	· Software updates to comply with Interoperable Agencies' specification changes and Third-Party Service Providers Interface changes;		
	· Software updates to be compliant with Security Standards and processes in place to meet Performance Measures.		
4.2.21. Third-Party Documentation			
	Third-Party documentation includes standard commercial documentation for third-party provided Hardware, Software, services and materials.		
200	The Contractor shall provide and maintain standard, commercially available, updated documentation for third-party provided Hardware, Software, services and materials provided under this Agreement. This set of third-party documentation shall be available upon request.		
201	An electronic copy of all third-party Commercial Off-the-Shelf (COTS) Hardware and Software installation and user manuals, with updates, shall be provided to the Authority.		
4.2.22. Manual Requirements			
	Various manuals shall be provided to educate and guide BOS administration staff and allow the Authority to understand the operations of the BOS.		
202	Whenever possible, all data shall be printed on 8-1/2" x 11" sheets; foldouts shall be 11" x 17".		
203	Each manual shall include, but not be limited to:		
	· a title sheet;		
	· revision history;		
	· Table of Contents;		
	· list of illustrations (if applicable);		
	· list of reference drawings and exhibits (if applicable) and a parts list (if applicable).		
204	All manuals shall have a consistent look and feel and shall be professionally written and presented in clear and organized fashion.		
205	All manuals prepared for the Authority under this Agreement shall be produced, or editable, using Microsoft Office 2016 Suite (or higher if Approved by the Authority). In addition, electronic copies of manuals shall be provided in unsecured Portable Document Format (PDF), if requested by the Authority.		
206	Any special Software required to produce scalable typefaces or other graphs shall be provided by the Contractor as part of the documentation for the manuals.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
207	All manuals shall be submitted and Approved as a condition of Go-Live.		
4.2.22.1. Manual Submissions and Quantities			
208	The Contractor shall submit one (1) hard copy of each of the manuals listed below.		
209	The Contractor shall submit electronic copies of all manuals listed below.		
210	All manuals shall be maintained in electronic format in the Contractor-provided EDMS.		
211	The Contractor shall be responsible for producing an additional quantity of the manuals for the Contractor's use, sufficient to fulfill the Contractor's Requirements.		
212	The Contractor shall submit the draft and final manuals described below for the Authority's review and comment, in accordance with the Approved Baseline Implementation Schedule. All final versions of manuals shall be provided and Approved before system Go-Live.		
4.2.22.2. Manuals to be Submitted			
4.2.22.2.1. BOS User Manuals			
213	The Contractor shall develop and submit BOS User Manuals to be used by CSC Operations staff to operate the BOS and for training purposes.		
214	The Contractor shall develop manuals logically to cover job categories and functions. The manuals shall detail all of the processes, procedures and policies developed by the Contractor that are required to fulfill the Requirements for each of these categories and functions. An example of a functional area is finance, which should include all basic financial responsibilities and functions, including the entire reconciliation process.		
215	Each BOS User Manual shall include but not be limited to:		
	· screen images detailing the step-by-step activities needed to fulfill a specific functionality;		
	· flowcharts to provide the CSC Operations staff a clear understanding of the workflow;		
	· all screens, reports and data fields, clearly explained using sample formats applicable to the BOS and		
	· samples of all reports, included in the manual or as an attachment to the manual, with any specific instructions that may apply to a given report.		
4.2.22.2.2. BOS Finance and Financial Controls Manual			
216	The Contractor shall develop and submit the BOS Finance and Financial Controls Manual, which shall include but not be limited to:		
	· detailed descriptions of all procedures to balance and reconcile the BOS;		
	· detailed descriptions of Financial Account Posting, reporting and reconciliation to the Authority's Bank Accounts;		
	· detailed descriptions of reconciliation of transactions/trips and revenue within the BOS with each of the Interoperable Agencies and for payments made to the Authority and Interoperable Agencies;		
	· processes and reports used to reconcile third-party payments processed and money deposited in the Authority's bank;		
	· detailed descriptions of reconciliation of all collections activity and all exceptions processing;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> detailed descriptions of the screens, reports and functions that allow Contractor or the Authority's finance personnel or independent auditors to access, understand and work with all financial aspects of the BOS; 		
	<ul style="list-style-type: none"> complete descriptions of all reconciliation procedures and a non-technical description of the screens, reports and functions; 		
	<ul style="list-style-type: none"> illustrations and pictorial diagrams to demonstrate the step-by-step operations required for performing the balance and reconciliation functions and 		
	<ul style="list-style-type: none"> included as an attachment to the manual, samples of all relevant reports, with any specific instructions that may be applicable to a given report. 		
217	Reports included in the BOS Finance and Financial Controls Manual shall have correct and accurate data.		
218	The BOS Finance and Financial Controls Manual shall be used to train the CSC finance personnel and the Authority's finance personnel.		
4.2.22.2.3. BOS Administrator Manual			
219	The Contractor shall provide a BOS Administrator Manual that serves as a guide to the overall management and administration of the BOS, and it shall include but not be limited to:		
	<ul style="list-style-type: none"> detailed Hardware Maintenance activities and schedule; 		
	<ul style="list-style-type: none"> detailed database Maintenance activities and schedule; 		
	<ul style="list-style-type: none"> detailed Software monitoring activities and schedule; 		
	<ul style="list-style-type: none"> detailed monitoring procedures for file transfers and exception handling; 		
	<ul style="list-style-type: none"> detailed procedures and processes for all Maintenance activities; 		
	<ul style="list-style-type: none"> detailed procedures for backup, archiving and purging data; 		
	<ul style="list-style-type: none"> detailed procedures for testing and executing Disaster Recovery and Business Continuity; 		
	<ul style="list-style-type: none"> detailed schedule for all preventative Maintenance activities; 		
	<ul style="list-style-type: none"> scheduled time and maximum run time for all BOS jobs and/or processes; 		
	<ul style="list-style-type: none"> technical contact lists for all third-party technical contacts; 		
	<ul style="list-style-type: none"> technical contact lists for Hardware, Software providers and third-party support agreements; 		
	<ul style="list-style-type: none"> details and copies of all third-party system support agreements; 		
<ul style="list-style-type: none"> general information, such as Maintenance shifts, code of conduct and other human resource aspects and 			
<ul style="list-style-type: none"> details of the security access system configuration, user access privileges and controls and user tracking processes utilized to ensure system security and to maintain data integrity. 			
4.2.23. As-Built Documentation			
	Prior to the Authority's BOS Final Acceptance of the Implementation Phase, as-built documentation shall be provided that documents the final BOS design and implementation.		
4.2.23.1. As-Built System Detailed Design Document			
220	After the Approval of the operational test, and prior to the Authority's BOS Final Acceptance of the Implementation Phase, the Contractor shall submit the As-Built SDDD that includes all Software and Hardware changes made during the system development, implementation and testing phases.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
221	The Contractor shall submit one (1) hard copy in addition to an electronic version of the As-Built SDDD. Acceptable electronic formats are unsecured Portable Document Format (PDF), Microsoft Office 2016 Suite (or higher if Approved by the Authority) and professional CAD applications.		
4.2.23.2. As-Built Drawings			
222	The Contractor shall provide the Authority with a complete set of As-Built Drawings, which shall be delivered as one (1) hard copy of the complete sets of drawings. The same shall be delivered in electronic format for all Equipment, network and Hardware installed and furnished as part of the BOS. As material changes are made to the system by the Contractor shall update the As-Built Drawings to reflect the current status.		
223	The As-Built Drawing sets shall include but not be limited to:		
	· all schematics;		
	· logic diagrams;		
	· Hardware layouts;		
	· wiring diagrams;		
	· interconnection diagrams;		
	· installation diagrams;		
	· cable schedule;		
	· Interface details;		
224	The Contractor shall update the latest drawings with red lines as changes are incorporated during the installation process. At the completion of the installation, the Contractor shall gather all red line drawings.		
	The red line drawings shall be verified and incorporated into a final As-Built Drawing package. This final as-built package shall include all updated installation drawings, shop drawings and sketches, plans and other drawing types that were used to install the BOS.		
5. Training			
226	The Contractor shall provide comprehensive training for all aspects of the BOS and CSC Operations including training, operational procedures, policies and guidelines, and rules of conduct, including customer Interface. Training shall be delivered to the Authority's personnel and Contractor's personnel. Training shall be ongoing throughout the Implementation and Operations and Maintenance Phases.		
	The Contractor shall be solely responsible for supplying the BOS and all materials necessary to complete the delivery of the training program.		
	The Contractor's program shall include but not be limited to computer instruction, training aids and manuals as required.		
	Contractor's training shall be hands on and use actual BOS Software in the training environment.		
	The Contractor shall produce all training materials, documents and manuals in hard copies.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
230	When changes or new functionality is provided in the BOS, the Contractor shall update the training materials and train staff on such changes/new functionality.		
231	All Authority training shall include a review and description of each of the appropriate Authority's processes and procedures with actual BOS Software.		
232	The Authority shall have the right to attend any training sessions.		
233	The Contractor shall provide comprehensive training related to all aspects of the BOS administration, BOS functionally and CSC Operations.		
234	The Contractor shall employ a training manager to lead all training courses and subsequent ongoing training activities.		
235	The Contractor shall train Authority's staff to view all real-time aspects of BOS processes/queues and CSC Operations statistics/queues, as well as research and report on all aspects of the BOS.		
236	The Contractor shall cross-train staff from other areas of operations or management for peak period, emergency or temporary assignments to provide for staff redundancy.		
237	The Contractor's training manager shall identify the training needs, plan, design, and develop all the training curriculum and materials for the implementation and management of the CSC's on-going training program. The types of training include, but are not limited to:		
	· customer service and integrity skills ("soft skills") training;		
	· Authority's FasTrak, Violation and payment processing Business Rules and facility specific information ("content training");		
	· different operational and facility characteristics of Interoperable facilities;		
	· use of the BOS, including all customer contact systems and any other applicable systems;		
	· CSC Operations SOPs and · PII, PCI, data and physical security.		
238	The Contractor's training program shall include training at different times and for different reasons during the course of the Operations and Maintenance Phase, including but not limited to:		
	· new hire – this training provides the new employee a thorough, in-depth training covering all of the skills and information required to fully understand and perform their job;		
	· refresher – this training provides additional training focused on topics on which the attendees have been previously trained but which the training manager or other Authority management staff identified as requiring additional training for a group of employees;		
	· remedial – this training is individually focused on the needs of a particular employee(s) based on customer satisfaction feedback, management observation or employee request;		
	· new job/promotion – this training is required when an employee changes jobs or gains additional responsibilities and		
	· new content/program – this training is required when the Authority introduce a new program or makes a significant change to the SOPs or the BOS.		
239	Contractor training shall cover all functional areas depending on the specifics of each individual user role and job functions.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
5.1. Training Courses			
5.1.1. System Operation Overview Course			
240	The Contractor shall provide a system operation overview training course for the Authority personnel who require a general understanding of all aspects of the BOS and CSC Operations.		
241	The Contractor shall ensure class sizes and the number of training hours provided are sufficient to provide a general understanding of all aspects of the operation.		
5.1.2. Customer Service Representative Course			
	This course is for customer service personnel who need to understand all aspects of the direct customer service.		
242	The Contractor shall provide a customer service course for staff that need to understand all aspects of the direct customer service functionality, with focus on contact management, account management, Violations processes, payments, Business Rules, Express Lanes facility characteristics, external facing website, etc.		
243	The Contractor shall provide an appropriate number of training sessions for the customer service course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to customer service.		
5.1.3. BOS Finance and Financial Controls Course			
	This course is for financial management and auditing personnel who need to understand all aspects of the Operation, particularly those related to financial accounting, reconciliation, audit, and management.		
244	The Contractor shall provide a BOS finance and audit training course for financial management and auditing staff that need to understand all aspects of the operation, with focus on financial accounting, reconciliation, audit and management.		
245	The Contractor shall provide an appropriate number of training sessions for the BOS finance and financial controls course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to financial accounting, reconciliation, audit and management.		
5.1.4. Operations Management Course			
	This course is for CSC Operations personnel providing hands-on training on the BOS including performance reporting, including all operational performance monitoring (for example, call queues, call statistics, image review queues, etc.); all BOS monitoring (for example, mail queues, status and quantity of all Notifications pending and sent, transponder Fulfillments, status of Interfaces and file exchanges), and call center and IVR configuration.		
246	The Contractor shall provide an Operations Management Course for all personnel who require a detailed understanding of the BOS reporting and monitoring. This course also covers configuration of the telephony system.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
247	The Contractor shall provide an appropriate number of training sessions for the Operations Management Course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the BOS.		
5.1.5. BOS Users Course			
248	The Contractor shall provide a BOS Authorized Users training course for all personnel who require a detailed understanding of the operations of the System and how to access information and reports from the BOS on items such as status, alarms, performance, transactions and revenue.		
249	The Contractor shall provide an appropriate number of training sessions for the BOS Authorized Users course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the system.		
5.2. Training Materials			
250	All training materials should comply with applicable PCI and PII standards.		
251	Draft copies of all training materials shall be submitted by the Contractor to the Authority for review, comment and Approval prior to final printing of quantities required for training.		
252	The Authority shall have the right to require the Contractor to provide additional interim drafts at no additional cost should draft training materials submitted not be of adequate quality or have missing or incorrect information.		
253	Contractor shall provide regular updates to training materials to incorporate any changes to the BOS or operational processes.		
254	For each training course, the Contractor shall provide the materials listed in the following sections.		
5.2.1. Instructor Guides			
255	The Contractor shall provide an instructor guide for each training course, including but not limited to:		
	· course agenda;		
	· course objective;		
	· procedures for managing a training session;		
	· resources and facilities required, including Desktop Environments, power and communications Requirements;		
	· detailed lesson plans;		
	· a description of training aids and items to aid in on-the-job performance (such as where applicable, pocket guides or reference sheets);		
	· tests to be administered to assure satisfactory completion and		
· instructions for using any audio-visual support Equipment or materials.			
5.2.2. Training Aids			
256	The Contractor shall provide all training aids necessary to successfully complete the course agenda and meet the course objective.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
257	The Contractor shall provide a way for all trained personnel to access training documents, aids and tips in an online, electronic format for ongoing reference.		
5.2.3. Student Workbook			
258	For each course, the Contractor shall provide a student workbook, including but not limited to:		
	· course agenda;		
	· course objectives;		
	· schedule of sessions;		
	· copies of all overheads and visuals and · lesson outlines and summaries.		
259	The Contractor shall supplement the material provided in the student workbook with additional material (as necessary), such as operations and user manuals. If such material is used, appropriate cross-references shall be included in the student workbook to identify the complete set of training materials provided to the student.		
5.3. Scheduling and Preparation for Training			
260	The Contractor shall provide a minimum two (2) weeks notice to the Authority and work with the Authority on the timing for each training session. The Authority will identify a list of participants the Contractor shall notify to schedule their participation in the training.		
261	The Contractor shall perform all scheduling.		
6. Mobilization Requirements			
	The mobilization of the BOS and CSC Operations is a major undertaking that will require careful preparation, planning and coordination in multiple functional areas and on many levels to ensure a smooth beginning to operations. The Contractor is responsible for the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan. Close coordination will be required between the ETTM System Contractor, the Authority and the Contractor.		
6.1. Operations Mobilization and Facility Coordination			
	The operations mobilization and facility coordination include all activities necessary to establish and operate the I-405 CSC and WIC in accordance with the Agreement and to coordinate the design of the Authority provided facility. These activities include comprehensive coordination with the Authority, the Authority's design and construction contractors, and other Authority contractors housed at the facility with regards to CSC and WIC design, scheduling of facility occupancy and installation, staff recruitment and training, ordering of supplies, establishment of all necessary services and developing all SOPs for the entire operation. The Contractor shall coordinate with the ETTM System Contractor on applicable portions of the Approved Baseline Implementation Schedule.		
	The CSC Operations Manager and the Mobilization and Facility Coordination Manager shall lead the Contractor's staff in planning and implementing the activities required for operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:		
	· obtain a thorough understanding of the functions and capabilities of the BOS;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
262	· produce all required plans and documentation;		
	· recruit CSC staff;		
	· coordinate with Third Party Service Providers;		
	· make any required Approved modifications to the facilities (those required beyond the new facility design inputs provided by the Contractor);		
	· plan and conduct training;		
	· assist with the selection and implementation of survey solution, IVR, system recordings, Self-Service Website, and Self-Service Mobile Application (Phase II and optional) and		
	· meet regularly and coordinate with the Authority, the ETTM System Contractor to perform the Work.		
263	The Mobilization and Facility Coordination Manager shall lead the Contractor's staff in planning and implementing the activities related to the new CSC and WIC facility operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:		
	· meet regularly with the Authority, the Authority's design and construction contractors, and other Authority contractors that will be housed at the facility to plan, provide design input to the new CSC and WIC facility layout, space planning, network, cabling, power, furnishings, physical security, and surveillance CCTV etc.;		
	· review and provide comments to all types of CSC plans;		
	· coordinate with other contractors and provide a detailed schedule for facility occupancy and facility mobilization and		
	· coordinate the procurement and installation of all BOS and CSC Operations network and communications lines with the communications providers.		
264	The Contractor shall develop and conduct an Operational Readiness Demonstration and conduct walk-throughs for each facility with the Authority.		
265	As an outcome of the Operational Readiness Demonstration and walk-throughs, a punch list shall be developed and resolution of each item Approved by the Authority.		
266	The Contractor shall track, status and resolve all pre-mobilization punch list items (as designated and Approved by the Authority) prior to mobilization and track, status and resolve all post-mobilization punch list items (as designated and Approved by the Authority) during the Operations and Maintenance Phase. Until resolved, the status of post-mobilization punch list items shall be provided in all Contractor performance reports and meetings.		
6.2. Schedule, Installation and Mobilization			
267	The Contractor shall mobilize CSC Operations in accordance with the CSC Operations and Facility Mobilization Plan and the Approved Baseline Implementation Schedule.		
268	The Contractor shall install the BOS in accordance with the BOS Installation Plan and the Approved Baseline Implementation Schedule.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
269	The Contractor's schedule shall be sufficiently flexible to accommodate modifications or changes, such as early completions or delays in start or completion of dependent work by the Authority and/or the ETTM System Contractor.		
6.3. Mobilization of the BOS and CSC Operations			
	BOS and CSC Operations mobilization includes all activities necessary to begin CSC Operations. The Contractor's Mobilization Manager shall lead the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and must coordinate with the ETTM System Contractor and Authority to ensure that the mobilization meets the Approved Baseline Implementation Schedule.		
270	The Contractor shall manage and conduct mobilization in conformance with BOS Installation Plan and CSC Operations and Facility Mobilization Plan and Approved Baseline Implementation Schedule.		
271	The mobilization activities shall be coordinated with the Authority, the ETTM System Contractor, and Third-Party Service Providers, and shall be Approved by the Authority.		
272	The Contractor shall prepare internal and external communication procedures, as part of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan, to effectively and professionally manage communications of potential impacts during the mobilization.		
6.4. Acceptance of Operational Readiness			
	Prior to Go-Live the Contractor shall demonstrate to the Authority that the successful CSC and facility mobilization is complete, and that the Contractor is ready to commence complete operation of the CSC and performance of all of the Work.		
273	The Contractor shall demonstrate that the CSC Operation has achieved operational readiness in accordance with the Approved Baseline Implementation Schedule.		
274	Procedures for demonstrating for the Operational Readiness Demonstration shall be provided by the Contractor to the Authority for review and Approval at least three (3) months prior to the scheduled demonstration date.		
275	The Contractor shall have completed all of the predecessor tasks and milestones in the schedule in order to achieve Acceptance of operational readiness, including but not limited to:		
	· development and Approval of all required documentation;		
	· recruitment, hiring and training of all staff in accordance with the Operations Plan and sub-plans;		
	· implementation of all applicable aspects of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and all operations mobilization activities and · completion of Operational Readiness Demonstration using the BOS, facilities and Contractor staff.		
6.5. End of Agreement Transition			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Contractor acknowledges the services it provides under the terms of the Agreement are vital to the successful operation of the BOS and said services shall be continued without interruption. Upon expiration or termination of the Agreement, a successor may be responsible for providing these services. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.		
	As part of the End of Agreement Transition, the Authority may wish to operate and maintain BOS, requiring the transfer of Equipment, leases and license from the Contractor to the Authority.		
276	The Contractor shall cooperate with any future transition of the BOS to a future BOS Contractor, as required by the Authority.		
277	The Contractor shall develop with the successor, an End of Agreement Transition Plan describing the nature and extent of transition services required as well as the operational Requirements necessary for the migration of operation from the Contractor to the new contractor.		
278	The Contractor shall update the End of Agreement Transition Plan no more than six (6) months prior to the transition date.		
279	The Contractor shall provide sufficient experienced personnel in each division/element of Work during the entire transition period to ensure the quality of services is maintained at the levels required.		
280	The Contractor shall provide sufficient staff to help the successor maintain the continuity and consistency of the services required.		
281	The Contractor shall provide the necessary Software and BOS support services to assist the successor in setting up the systems, transferring of appropriate licenses and third-party Software and transitioning all BOS data (including third party data) required to sustain uninterrupted service in areas in which the Contractor is responsible for the Work. For example, accounts and violations in collections.		
282	The Contractor shall support the Authority during the procurement process by updating all system documentation and providing new documentation as required that details the current system.		
283	Within the End of Agreement Transition Plan, the Contractor shall provide descriptions of the Equipment, leases and licenses that are available for purchase and transfer to the Authority as part of the End of Agreement Transition.		
284	The Contractor shall not prevent the successor from conducting interviews with Contractor employees outside of normal business hours in a manner that will not disrupt current operations.		
285	The Contractor shall not prevent employees from changing their employment to the successor if the employees wish to do so.		
286	The Contractor shall provide for the orderly transition of the facilities, Equipment, materials, documents, inventory and work in progress to the successor.		
7.	Testing Requirements		
7.1.	General		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Contractor shall provide the full range of test planning, testing design and services required to ensure the BOS adheres to the Requirements. The BOS testing regimen shall take place during the implementation period identified in the Approved Baseline Implementation Schedule and shall follow the Master Test Plan and Individual Test Plan.		
	The Authority requires that configuration changes be treated as equivalent to Software development changes within the testing process. Wherever possible, the Authority requires that the Contractor implement testing processes which are automated and efficient.		
	The Requirements described in this section detail the labor, materials, facility and support services necessary to test the BOS for functionality and performance, its integration to all Third-Party Service Provider.		
287	The Contractor shall prepare and conduct the various tests in conformance with the Master Test Plan and applicable individual test plans.		
288	The Contractor shall prepare and conduct the various tests (outlined for reference immediately below and with detailed Requirements in subsequent sections), including but not limited to:		
	· Unit Testing;		
	· System Integration Testing;		
	· User Acceptance Testing;		
	· On-site Installation and Commissioning Testing and · Operational and Acceptance Testing.		
289	The Contractor shall develop test scripts for Authority approval and use specialized automated testing Software, wherever possible, to, including but not limited to:		
	· create test scripts;		
	· create use cases with pre-defined input and output;		
	· control the automated testing;		
	· exercise all conditions, configurations and scenarios;		
	· conduct performance testing;		
	· conduct security and PCI testing;		
	· conduct regression testing;		
	· compare actual test outcomes to expected outcomes;		
	· test reporting;		
	· conduct load testing;		
· conduct user Interface testing and · conduct sustained operational testing.			
290	The Contractor shall make the BOS available for use by the Authority in testing the readiness of the CSC Operations staff during operating hours and as necessary during the testing period.		
291	The Contractor shall provide all necessary resources and facilities to conduct all tests.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
292	During the Implementation Phase, the Contractor shall provide an "online commercial Software" defect tracking system, accessible by the Authority via browser-based internet, to document and track all defects identified as part of BOS testing and any subsequent actions taken to correct those defects.		
293	The Authority's Approval of any aspect of testing shall not relieve the Contractor of its responsibility to meet all Requirements.		
294	The defect tracking system shall be capable of the following, including but not limited to:		
	· rating (severity) defects;		
	· categorizing defects;		
	· prioritizing defects;		
	· logging the date/time the defect was reported;		
	· the user who reported the defect;		
	· the erroneous behavior;		
	· the details on how to reproduce the defect;		
	· the developers who worked on the defect;		
7.1.1. Testing Sequence and Logistics			
295	The Contractor shall obtain Approval from the Authority and shall have met the entry conditions prior to start of each test, including but not limited to:		
	· Approval of all predecessor tests;		
	· Approved test procedures for each individual test;		
	· Approved test schedule;		
	· Approved inventory of test cases and scripts;		
	· successful closeout of all outstanding pre-test issues;		
	· successful dry run testing with results provided to the Authority;		
	· test data set is created and loaded into test environment;		
	· submittal of the latest Approved version of the RTM showing test validation against the Requirements and site and BOS are ready to test.		
296	After the completion of each test, the Contractor shall submit for the Authority's review and Approval a test report that documents the results of the test.		
297	The test report shall include the results of the test; any anomalies and issues identified; comments provided by the Authority; the test data and the corrective action/resolution of each item, and the results of any re-tests necessary to successfully complete each testing phase.		
298	The Contractor shall facilitate and support the Authority's participation in the testing and witness each test. The Contractor shall provide the Authority with full access to the test data and results of the test.		
299	Testing shall not be considered complete by the Authority until all anomalies and "punch-list" items are closed-out, and the final test report is Approved by the Authority.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
7.2. Required Tests			
7.2.1. Unit Testing			
	Unit Testing is defined as a Software testing method by which individual units of source code, sets of one or more computer program Modules together with associated control data, usage procedures, and operating procedures, are tested to determine whether they are fit for use. A unit could be an entire Module, but it is more commonly an individual function or procedure. Unit Testing is the first level of testing and is performed prior to System Integration Testing.		
300	The Contractor shall conduct Unit Testing, including but not limited to:		
	· to the extent possible in a Unit Testing configuration, testing for all functional elements of the BOS for conformance with the Requirements, Approved design and Business Rules;		
	· testing of 100% of all BOS components and negative testing (to the extent possible in a Unit Testing configuration) for controlled systems features;		
	· testing using actual data generated by the ETTM System Contractor and simulated data as needed;		
	· testing with Third Party Service Provider and Interoperable Agencies test environment;		
	· testing each Module of the BOS application Software for compliance to coding standards related to screen validations, web navigation, configuration changes, PMMS including all errors, exceptions and failures, backend programs and processes (using simulated data);		
	· testing the desktop computer Interfaces and all peripherals;		
	· testing of user roles and security elements;		
	· all necessary Hardware and Software for the test;		
	· all necessary personnel for the test and		
· updated RTM, SDDD, Operations Plan and Business Rules so functionality can be reconciled to the documentation.			
7.2.2. System Integration Testing (SIT)			
	System Integration Testing (SIT), or end-to-end testing, is defined as a type of Software testing that seeks to validate the Interfaces between individual components and the completely integrated BOS meets its Requirements. The Contractor shall conduct SIT, compressing logical days to accommodate process escalation and transaction/trip and Violation aging. Multiple testing cycles may be executed depending on defects found and their severity. The Contractor shall also conduct load/performance testing as part of the SIT.		
301	The Contractor shall be responsible for creating test data as an entry criteria for the SIT. It is anticipated that significant test data will be required and will be defined in the test plan.		
302	The Contractor shall conduct SIT which shall include end-to-end Integration Testing, Interface testing, security testing, performance/load testing.		
303	In the event Third-Party Service Providers and Interoperable Agency test environment systems are not available, the Contractor shall test using simulated Interfaces and data to validate the data exchange.		
304	The Contractor shall use the most newly provided, developed or updated ICDs for all Interfaces and portals.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
305	The Contractor shall conduct SIT, including but not limited to:		
	· testing all functional elements of the BOS using the procedures for Software integration testing, including the end-to-end testing from receipt of transactions/trips through Posting to the accounts and Violation processing;		
	· reports testing using created data, simulated and keyed-in data;		
	· verification and validation that the various BOS environments are operating per the Requirements;		
	· load/performance testing of the entire BOS in terms of user access, including internal and external users on all channels (for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR);		
	· load/performance testing of the entire BOS in terms of transaction/trip processing;		
	· full Disaster Recovery failover testing;		
	· full Disaster Recovery failover recovery (back to primary BOS) testing;		
	· validation of all Performance Measures;		
	· adherence to the Security Standards;		
	· archiving and purging process testing;		
	· comprehensive PMMS testing;		
	· testing using actual data, generated real-time (as if in a real, live production environment) by the ETTM System Contractor;		
	· all Interface test scripts and documentation required to confirm that the Interfaces are operating properly;		
	· testing, as directed by the Authority, connecting to test environment systems provided by the Authority, Third-Party Service Providers and Interoperable Agencies (if available);		
· exception testing;			
· testing the desktop computer Interfaces and all peripherals and			
· sustained operations test.			
7.2.3. User Acceptance Testing			
	User Acceptance Testing (UAT) is defined as the testing phase where actual BOS users test the system to validate the operation of the BOS in, according to Requirement, designs, and specifications.		
306	The Contractor shall provide all needed support for UAT to include providing environments, provisioning/aging system, running batch jobs, and developing test scripts using use cases.		
307	The Contractor shall provide a UAT environment that is production like and separate from other test environments.		
308	Ten (10) Business Days prior to the commencement of UAT, the Contractor shall train staff from the Authority and the CSC Operations test team selected to perform UAT.		
309	The Contractor shall provide all UAT testers with access to BOS test scripts.		
310	The Contractor shall provide test data for UAT that is an extraction and sub-set of production data.		
311	During UAT, the Contractor shall develop and retest necessary revisions identified by users during the testing process.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
312	The Contractor shall provide technical personnel to support UAT.		
7.2.4. Regression Testing			
	Regression testing is defined as a type of Software testing that verifies that Software previously developed and tested still performs correctly even after it was changed or Interfaced with other Software.		
313	The Contractor shall conduct regression testing is to ensure that software changes have not introduced new faults and to determine whether a change in one part of the Software affects other parts of the Software.		
314	The Contractor shall conduct regression testing in a Contractor-provided test environment prior to each Software release.		
7.2.5. On-site Installation and Commissioning Testing, Mobilization and Go-Live			
	Onsite Installation and Commissioning Testing is defined as a series of checks and tests to verify Equipment installation and function; BOS operation; and inter-systems operation.		
315	The Contractor shall conduct Onsite Installation and Commissioning Testing using the BOS production environment including but not limited to:		
	· testing that demonstrates the BOS is completely installed and operational in the production environment and the Disaster Recovery location;		
	· Software and test data are loaded;		
	· PCI application vulnerability testing, certification of elements not available/tested during previous testing;		
	· all necessary Hardware and Software for the test;		
	· testing PMMS configuration and setup;		
	· testing all user roles;		
	· testing of internet connectivity and speed;		
	· testing the speed of the BOS while performing various functions;		
	· testing of cutover to generator in the event of power failure;		
· testing of phone system including IVR;			
· testing of Self-Service Website and Self-Service Mobile Application (Phase II and optional);			
· all necessary personnel for the test and			
· updated RTM, SDDD and Business Rules so functionality can be reconciled to the documentation.			
316	The Contractor shall provide evidence of readiness to conduct mobilization and Go-Live at the BOS production environment, including but not limited to:		
	· The Contractor shall utilize the PCI Security Standards Council's Prioritized Approach method to indicate how each PCI Requirement is being addressed. This approach shall be submitted to the Authority along with substantiating evidence for review and Approval;		
	· the transfer of certain historical data to the BOS that may remain in the BOS and		
	· a checklist to verify that mobilization is completed in accordance with the BOS Installation Plan and CSC Operations Mobilization Plan.		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
317	Upon Approval of the Onsite Installation and Commissioning Testing including evidence of readiness the Contractor shall begin mobilization.		
318	Upon verification and Approval of the Operational Readiness Demonstration and all testing the Contractor shall Go Live.		
7.2.6. Commencement of Ramp-up/Customer Services			
	Upon Notice to Proceed for Ramp-up/Customer Services, the Contractor is notified of the Authority's intent to Go-Live in approximately 120 days.		
319	The BOS shall have achieved commencement of Ramp-up/Customer Services within thirty (30) Calendar Days of the notice to proceed for Ramp-up/Customer Services.		
320	The Contractor shall have completed the following tasks to achieve Commencement of Ramp-up/Customer Services:		
	· the Self-Service Website is available to facilitate full account creation and transponder ordering (actual shipping of transponders will take place closer to road opening);		
	· the Contractor has conducted and successfully completed testing of the Self-Service Website and other functional elements required to facilitate account creation and transponder ordering;		
	· the Contractor has gained approval of all BOS design documents;		
	· the Contractor has gained approval for all CSC Operations, CSC Facility, mobilization and BOS system installation plans and is on schedule in executing the Approved Plans per the Approved Baseline Implementation Schedule;		
	· system support is operational and monitoring the operational components of the BOS and · Software support is operational and available to support the operational components of the BOS.		
7.2.7. Operational and Acceptance Testing			
	Operational and Acceptance Testing is defined as a test focused on the readiness of the BOS to be supported, and/or to become part of the production environment.		
321	Following Go-Live, the Contractor shall conduct Operational and Acceptance Testing on the BOS production environment in live operations that provides the following, including but not limited to:		
	· verification that the Contractor (including the BOS) is compliant with Commencement of Ramp-up/Customer Services;		
	· verification that the BOS is in conformance with the Requirements for a period of sixty (60) consecutive days, onsite in the BOS production environment;		
	· successful access of images from the ETTM System and receipt of the trip/transactions;		
	· reconciliation of all BOS data, transactional and Financial Transactions for a period of sixty (60) consecutive days to verify all data and accounts are being properly processed, reported on and reconciled;		
	· reconciliation of all transaction/trip and image workflows and filters to verify all transactions/trips and images are being properly processed through the BOS;		
	· reconciliation of all electronic Interfaces and portals, including Third-Party Service Providers and Interoperable Agencies;		

Volume I Project Management and Controls

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> · reconciliation of all account Postings, Financial Transactions, events, etc., to account history entries; · reconciliation of all Financial Accounts in the BOS for two (2) monthly financial periods; · archiving and purging process testing; · disaster recovery testing; · verification of PMMS operations; · adherence to required financial audit and reconciliation Requirements and · adherence to required BOS Performance Measures and reporting. 		
322	The Contractor shall identify all anomalies and categorize by severity and priority, and all anomalies shall be addressed to the satisfaction of the Authority.		
323	If anomalies are identified that are a high severity and high priority during the testing period, the Operational and Acceptance Testing for those functions and any other impacted functions or test areas shall be restarted and shall continue for sixty (60) consecutive days from the day the test was restarted.		
324	The Operational and Acceptance Testing shall continue until all the Requirements have been verified and validated in accordance with the MTP and detailed test procedures are completed and Approved by the Authority.		
7.3. BOS Acceptance			
325	Upon the successful completion and Approval of the Operational and Acceptance Testing, the closure of all punch-list items and completion and submission and Approval of all items required for phase closeout, as set forth in in the Agreement, the Contractor shall be given the Acceptance for the BOS Implementation Phase.		
8. Installation Requirements			
	This section details the Requirements for the installation or enablement of the BOS at the primary and Disaster Recovery/Business Continuity sites as Approved by the Authority.		
8.1. Installation Program			
	The Contractor shall develop and provide an installation program or provide service documentation that addresses all aspects of the installation or use of the BOS, including all installation design, submissions and coordination for a COTS based solution or service agreements for cloud-based approaches.		
326	The Contractor shall be responsible for the design, procurement; installation; cabling; configuration; checklist walk-through, and testing of all Hardware, Software, Equipment, Interfaces and communications provided as part of the BOS, if required.		
327	The Contractor shall install or enable the BOS at the primary site and CSC locations which meets the specifications outlined in the Requirements and the Approved BOS Installation Plan.		
328	The Contractor shall install or provide the Disaster Recovery BOS and Business Continuity at a location which meets the specifications outlined in the Requirements.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
329	The Contractor shall provide, install or enable and secure all communication lines required for the primary BOS facility, the Disaster Recovery and Business Continuity facilities and Authority's CSC locations.		
330	The Contractor shall provide, install or enable and secure connection points to the BOS as required to accommodate access and communication with Interoperable Agencies and Third-Party Service Providers.		
8.2. Compliance to Standards			
331	The Contractor shall adhere to all implementation standards, applicable laws, ordinances and codes as required, including but not limited to:		
	· the Security Standards;		
	· those from the original Equipment manufacturer;		
	· the National Electric Code (NEC);		
	· the Institute of Electrical and Electronics Engineers (IEEE);		
	· the Occupational Safety and Health Administration (OSHA);		
	· county and city codes, as applicable and		
	· the State of California, for areas including but not limited to electrical codes, seismic considerations, calibration, configuration and environmental.		
8.3. Equipment Installation Requirements			
	The Contractor shall be responsible for installation of the BOS, including at the CSC and WICs, as described in these Requirements.		
332	The Equipment installation design and implementation for the BOS and CSC Operations shall include but not be limited to:		
	· all Contractor provided Equipment, including desktop computer environments and phone systems for two (2) permanent Authority personnel, and desktop computer environments and phone systems for an additional three (3) oversight personnel during the mobilization of the facility through Operational and Acceptance Testing;		
	· Interface with and electronically monitor via the PMMS any Authority or Contractor provided emergency power generation at the I-405 CSC and WIC;		
	· furnishing, installing and testing the Interfaces and connectivity between the CSC facility and the BOS;		
	· furnishing, installing and testing the Interfaces and connectivity to the ETTM System;		
	· validating the connectivity to all Interoperable Agencies as described in these Requirements and		
	· validating the connectivity to all external Interfaces to Third-Party Service Providers as described in these Requirements.		
8.4. Implementation Checklist Review and Check-off			
	The Contractor shall complete all implementation activities and Approved Contract Deliverables Requirements prior to the Go-Live date established by the Authority.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
333	The Contractor shall develop a checklist that tracks the progress and completion of all implementation activities for the BOS, CSC Operations and Disaster Recovery.		
334	The checklist shall detail those items required to complete the implementation process for all Hardware, Software, Equipment, Interfaces and communications provided as part of the BOS, including terminations and connections.		
335	The checklist shall be used to identify all discrepancies and exceptions, and the Contractor shall be responsible for all corrections.		
336	The checklist shall be used to document all changes identified, and all such changes shall be Approved by the Authority.		
337	A representative(s) from the Authority shall have the right to observe and Approve the implementation.		
338	The Authority shall have the right to perform independent inspections, and the Contractor shall be responsible for the correction of all discrepancies and deficiencies identified during the inspection.		
339	A copy of the checklist, signed and Approved by the Contractor, attesting to the completeness of the implementation, shall be provided to the Authority upon the completion of the implementation activities.		
9. General Maintenance and Software Support Services Requirements			
9.1. Operations and Maintenance Meetings			
9.1.1. Monthly Performance Review Meetings and Reporting			
	The Contractor shall conduct Monthly BOS Performance Review Meetings with the Authority. These meetings shall provide the Authority with a detailed understanding and review of the Contractor's and the BOS's performance for purposes of receiving guidance from the Authority, Authority oversight, work planning and invoicing.		
340	The Contractor shall manage, facilitate and conduct Monthly BOS Performance Review Meetings with the Authority throughout the Operations and Maintenance Phase. At a minimum, the Project Manager (Implementation Phase), Project Manager (Operations and Maintenance Phase), Software Development Manager and a Contractor's CSC Operations Manager (in-person) shall attend these meetings.		
341	The Contractor shall schedule and conduct the Monthly BOS Performance Review Meeting with the Authority to occur no more than one (1) week after the submission of a Monthly BOS Report package by the Contractor.		
342	Performance reviews, including the provision of all required performance reporting, shall be provided by the Contractor to the Authority beginning one (1) month after Go-Live for the previous month. Any trip volume fee adjustments associated with non-performance shall not be assessed until the fourth month following Go-Live, for the previous (third) month's performance; however, this does not relieve the Contractor of required performance prior to the third month and shall not constitute a waiver of any Authority rights or remedies under the Agreement in this regard.		
343	The Contractor shall ensure all issues are addressed and resolved or are placed on the action item list and scheduled for resolution.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
344	In addition to other invoicing and payment Requirements, the Contractor shall provide the required monthly performance reports to the Authority, including all required information demonstrating actual performance relative to the Requirements, before an invoice shall be considered for payment. The monthly performance reports structure shall be identified in the Maintenance Plan.		
9.1.2. Monthly BOS and Operations Coordination Meetings			
	During the Operations and Maintenance Phase, the Contractor shall conduct bi-weekly meetings to coordinate the ongoing operation of the CSC. The Contractor shall be responsible for scheduling these meetings and topics for the meeting shall come from the Contractor; the Authority may provide additional topics. The Authority may attend these meetings at its discretion.		
345	The Contractor shall manage, facilitate and conduct the Monthly BOS and Operations Coordination Meetings with the Authority during the Operations and Maintenance Phase in order to understand and prepare for supporting the resolution of BOS-related and Toll Facility related issues and other activities which will affect the CSC Operations.		
346	During the Monthly BOS and Operations Coordination Meetings, the Contractor shall address BOS and operational topics for which input is needed from the Authority, including but not limited to reviewing the Contractor's defect tracking report and prioritizing fixes; coordinating Upgrades and Enhancements Approved by the Change Control Board (CCB); reviewing Security Standards and compliance; coordination of scheduled BOS downtime; resolving issues related to personnel and reviewing the Contractor's CSC and WIC support.		
347	The Contractor shall identify all known BOS and operational issues and required discussion topics and provide them to the Authority in advance of the meeting and update the agenda again just prior to the meeting.		
9.1.3. Weekly Coordination and Status Meeting with the ETTM System Contractor			
	During the Operations and Maintenance Phase, there will be a series of working meetings between the Contractor and the ETTM System Contractor to provide details on new and open issues and work through possible solutions. The Contractor shall be responsible for coordinating and scheduling these meetings and topics for the meeting shall come from the Contractor, the ETTM System Contractor and the Authority.		
348	The Contractor shall manage, facilitate and conduct the Weekly Coordination and Status Meeting with the ETTM System Contractor. These meetings shall be for the purpose of coordination on all new and ongoing issues. The Authority shall be invited to attend these meetings.		
349	During the Weekly Coordination and Status Meetings, the ETTM System Contractor shall review the accuracy and sufficiency of reports, review any discrepancies, and to coordinate any changes to the BOS or ETTM System (such as, bug fixes, Upgrades and Enhancement).		
350	The Contractor shall identify all known BOS, ETTM System and operational issues and required discussion topics and provide them to all attendees and the Authority in advance of the meeting and update the agenda again just prior to the meeting.		
9.1.4. Change Control Board Meetings			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	During the Operations and Maintenance Phase, the Contractor shall conduct the CCB Meetings. The Contractor shall be responsible for conducting and scheduling these meetings in accordance with the Authority developed change control process.		
351	The Contractor shall manage, facilitate and conduct CCB Meetings with the Authority (meeting may be combined with the ETTM System Contractor CCB meeting at the Authority's discretion) on an as-needed basis. These meetings shall be for the purpose of providing status, reviewing, Approving and prioritizing BOS changes (such as, Software enhancements, Software Upgrades, Hardware Upgrades, major bug fixes) and operations changes (such as, policies, Business Rules, operational procedures, phone scripts, and staffing).		
352	The Contractor shall solicit and identify all known statuses and input from the Authority regarding the CCB and provide them to all attendees and the Authority in advance of the meeting and in accordance with the Authority's change control process.		
9.2. Safety			
353	The Contractor shall adhere to all applicable safety standards and guidelines for working on or around energized equipment, including but not limited to the following:		
	· The Authority's safety procedures and guidelines;		
	· local code;		
	· State of California, code, standards, safety procedures and guidelines;		
	· Occupational Safety and Health Administration (OSHA);		
	· National Electrical Manufacturers Association (NEMA) and · National Electrical Code (NEC).		
10. Contract Deliverables Requirements List			
	The following table identifies the Deliverables/Submittals which shall be required for this Project. This table is provided for convenience only; it is the Contractor's responsibility to meet all Requirements.		

Volume II BOS Technology and Functionality

No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1.	Statement of Work and Requirements						
	The following subsections describe the Statement of Work and the Requirements for the Back Office System (BOS). These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and required database fields. The intent of these "including but not limited to" lists is to indicate to the proposer the intent and scope of the Requirement. During design, the naming and number of items and fields will vary; however, all items and fields shall be addresses by the BOS unless the Contractor is formally relieved of the Requirement by the Authority.						
1.1.	Global System Requirements						
	The global System Requirements define the overarching Requirements for the Hardware, Software and system comprising the production and non-production environments of the BOS.						
	The Contractor is encouraged to provide innovative solutions that simplify Maintenance, security and the implementation of Upgrades and Enhancements. The Contractor is permitted to use cloud-based and/or premise-based solutions. During the Operations and Maintenance Phase, the entire technical solution and all Third-Party Service Providers must reside and perform the services within the continental United States.						
	The Contractor will be responsible for acquiring and maintaining the applicable Payment Card Industry (PCI) Standards Security Council Level based on the quantity and value of Credit Card transactions processed. The global System Requirements include Requirements for securing PII in accordance with California statutes, the Authority's privacy policy and National Institute of Standards and Technology (NIST) best practices for general information security.						
	Connecting the BOS to the Electronic Toll and Traffic Management (ETTM) System, Interoperable Agencies inside and outside California and to Third-Party Service Providers requires a wide variety of external Interfaces. Providing for these Interfaces will require the Contractor to use existing Interface Control Documents (ICD) when applicable and develop new/more modern Interfaces at the Authority's direction.						
	Although the initial implementation of the BOS will directly support OCTA's I-405 Toll Facility, the BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily Configured to support these potential additional Toll Facilities.						
	A BOS-provided Performance Management and Monitoring System (PMMS) shall monitor the performance of the BOS and provide incident and work order management capabilities and data points for measuring the Contractor's Operations and Maintenance Phase performance as further detailed in the Maintenance and Software Support Services section of these Requirements.						
1.1.1.	Environments						
	The BOS shall include multiple environments as required to complete the design, development, integration, testing, delivery and Acceptance of the BOS and properly operate during the Operations and Maintenance Phase. It is the Contractor's responsibility to provide additional Authority-Approved environments should the ones listed herein be insufficient for the Contractor to deliver the appropriate solution.						
	The operating environment of the BOS shall include, but not be limited to: · the primary BOS;						

Volume II BOS Technology and Functionality

No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1	· a secondary instance of the BOS to be used for Disaster Recovery (DR) and to support Business Continuity;						
	· telephony system;						
	· the Interactive Voice Response (IVR);						
	· Automatic Call Distribution (ACD);						
	· systems for all servicing all channels of customer communication;						
	· Desktop Environments installed at the I-405 CSC and WIC Facility;						
	· all necessary and required office Equipment (for example, printers, copiers and postage machines);						
	· Desktop Environments and telephony systems for two (2) permanent Authority offices throughout the Term of the Agreement. The telephony systems and Desktop Environments shall include full BOS access and supervisory/manager capabilities related to all customer service communication channels and CSR monitoring applications, and one (1) shared private printer for Authority use;						
	· Desktop Environments and telephony systems for three (3) additional temporary Authority offices/cubicles during mobilization of the Facility and throughout Operational and Acceptance Testing. The telephony systems and Desktop Environments shall include full BOS access and one (1) Desktop Environment and phone system shall include supervisory/manager capabilities related to all customer service communication channels and CSR monitoring applications (in addition to the two (2) permanent Authority offices Desktop Environments and telephony systems);						
	· initial setup, security, and Interface of the I-405 BOS application on desktop computers and peripherals at the OCTA Store WIC (desktop computers and peripherals at the OCTA Store WIC are provided by the Authority);						
· all network and communications elements;							
· all required Interfaces and							
· a data warehouse (Phase II and optional).							
2	The primary BOS server environment shall be located at one or a combination of the following locations:						
	· hosted at a Tier 3 data center facility and						
	· hosted on a well-established cloud service provider.						
3	The primary BOS server environment shall have a dedicated infrastructure such that while hosted at a Tier 3 data center facility or by a well-established cloud service provider, the Authority's dedicated BOS application shall run on dedicated virtual machines and/or containers such that only upgrades to the data center/cloud infrastructure and the Authority's BOS application would potentially affect the uptime of the BOS and there is no possibility of functional or infrastructure upgrades required to service other toll customer's applications would cause any downtime or affect the BOS in any way.						
4	The Contractor shall ensure the BOS is fully operational in accordance with the Performance Measures described in these Requirements, for the Implementation and Operations and Maintenance Phases.						
5	The Contractor shall provide all computing environments required to achieve Commencement of Ramp-up/ Customer Services, including but not limited to:						
	· a production environment located within the continental United States and						
	· a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent;						
	The Contractor shall provide all computing environments required to sustain the day-to-day operations of the BOS by the Go-Live date, including but not limited to:						

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No.	Requirements	Required Inputs					Comments
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
6	<ul style="list-style-type: none"> · a production environment located within the continental United States; · a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent; · a training environment located at the CSC location; · a test environment and · a development environment. 						
7	During both the Implementation Phase and the Operations and Maintenance Phase, the Contractor shall not allow any Authority data or customer PII outside of the U.S. Individuals and entities outside of the U.S. shall only have access to the development environment and shall not have access to customer PII.						
8	The Authority shall have logon access to all BOS environments.						
9	The Contractor shall keep all BOS environments current with all major releases of operating systems, databases, Software and firmware. Releases shall not be more than one (1) release behind the manufacturer's latest major release unless Approved by the Authority. The Contractor shall also make the necessary Software changes required to ensure compatibility with the evolving IT environment.						
10	With the exception of the development and test environments, which may change as part of testing and development cycles, the Contractor shall keep operating systems, databases, Software and firmware consistent across all environments, including, but not limited to configuration and patch level. At least one development and one test environment shall mirror the current production environment at all times during the Operations and Maintenance Phase.						
11	The test environment shall be sufficiently sized to successfully test Software changes and their effect on the production environment, including load and stress testing.						
1.1.1.1. Operating and Computing Environments – Production							
	The Contractor is expected to provide a BOS solution that is a dedicated, hosted and/or cloud-based system and as such should provide for the following operating and computing environment Requirements for production.						
12	The BOS production environment shall use new Hardware and Equipment for any Equipment installed on-premise at Authority's facilities or at a hosting facility.						
13	The BOS production environment shall be a high availability fault-tolerant design configuration of servers, storage, databases and backup systems and connected using high-speed inter-system storage and networking fabric, including any ancillary Equipment necessary to provide a complete production system which meets the Requirements.						
14	In the event of a complete failure of one or more of the components or sub-systems in the BOS production environment, affected components or sub-systems shall failover to the secondary BOS at the DR site. Performance and availability Requirements for the individual components and sub-systems of the BOS shall not be affected.						
15	The design and implementation of the BOS production environment shall ensure no single-point-of-failure exists within the configuration and the BOS shall continue to operate without data loss in the event any single component of the configuration fails.						
16	The operating system used for all servers shall be a multi-user and multi-tasking operating system from a manufacturer that is widely recognized and used in the United States for complex, high-volume database operations.						

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17	The operating system shall be compatible with all Hardware, Software and other BOS components for the duration of the Operations and Maintenance Phase, including but not limited to: · the Relational Database Management System (RDBMS); · the Contractor's application Software; · the Contractor's proposed network and communications topology and · all Desktop Environments and peripherals defined in these Requirements.						
18	The operating system shall fully utilize the high availability BOS server architecture.						
19	The operating system shall be the latest stable version at the time of implementation (unless otherwise Approved by the Authority), field-proven and have a clearly documented Upgrade path and be supported by the manufacturer.						
20	The Contractor shall provide a highly reliable and secure RDBMS for the storage of images, user accounts, transaction/trip data, Violation data and all other data.						
21	The RDBMS shall be the latest version at the time of implementation (unless otherwise Approved by the Authority and field-proven to operate in a complex, high-volume transaction environment.						
22	The RDBMS shall be certified with the operating system, appropriate application Software and shall fully utilize the high availability BOS server architecture.						
23	The RDBMS shall support Upgrades to the operating system, applications, memory, processors and other components.						
24	The RDBMS shall have a clearly documented Upgrade path and be supported by the manufacturer.						
1.1.1.2. Operating and Computing Environments – Disaster Recovery (DR)							
25	For DR purposes the Contractor shall provide a DR computing environment of equivalent size and capabilities to the primary BOS, at a secondary location within the continental United States and in a different time zone from the primary BOS.						
26	The DR environment configuration shall continuously mimic the BOS production environment in terms of configuration and data and shall be capable of performing all functions of the production environment, at the same performance and availability levels described in these Requirements for the primary BOS.						
27	When put into production, the bandwidth provided to the DR site shall provide for the same performance and reduction of latency as the production BOS for both customers and CSC Operations staff.						
28	The DR environment at the DR site shall be capable of being brought on-line and made fully operational in accordance with the Performance Measures.						
29	In the event of a catastrophic failure of the primary BOS, the secondary BOS at the DR site shall be capable of sustaining BOS operations indefinitely, or until such time as the primary BOS can be brought back on-line or a new primary site is identified and made fully operational.						
30	The Contractor shall provide validation that the DR procedures and environment is capable of providing Business Continuity in the event of a catastrophic failure of the primary BOS. This testing shall be coordinated with the Authority and all the results shall be immediately provided to the Authority.						
31	The DR server environment shall be located at one or a combination of the following locations: · a Tier 2 data center facility and · a well-established cloud service provider.						
1.1.1.3. Operating and Computing Environments – Data Warehouse (Phase II and Optional)							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O- Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	The data warehouse provides for the running of data analytics (Business Intelligence) reporting. It also allows the Authority to either directly or upon request to the Contractor, query data and run reports without having to compete for production reporting resources. The data warehouse environment stores all required data (to be defined during the Implementation Phase) from the BOS.						
32	The Contractor shall provide, as part of the production environment, a separate data warehouse environment for business intelligence and analytics reporting.						
33	The data warehouse shall be dedicated, and the required general reporting shall not depend on the data warehouse in any way.						
34	The Contractor shall be responsible for the design and testing of the extract, transform and load (ETL) process from the BOS during the Implementation Phase and the transfer of data after Go-Live throughout the Operations and Maintenance Phase.						
35	The Contractor shall provide validation that all data transferred to the data warehouse is complete and accurate.						
36	The data warehouse environment shall be updated from production in near-real time.						
37	The data warehouse environment shall be capable of being updated via an ETL process from the production System via a one-way replication.						
38	Because the data warehouse is Phase II functionality, if the option is executed, at start-up of the data warehouse the Contractor shall extract all applicable historical data from the BOS. The design of the data warehouse database schema, ETL process and the data analytics application shall be part of a post Go-Live, Phase II task.						
1.1.1.4. Operating and Computing Environments – Training							
39	The Contractor shall provide a non-production training environment, independent from the production and DR environments, to support the initial and ongoing training of the CSC Operations and Authority's personnel.						
40	The training workstation environments shall be located at the CSC site unless the Contractor can submit and gain Authority's Approval of an alternative location.						
41	The training desktop environment shall replicate the production Desktop Environments, including all peripherals as dictated by the position being trained.						
42	The number of training stations shall be determined by the Contractor to meet the training needs in accordance with the CSC Operations and Facility Mobilization Plan and on-going remedial and new training of personnel.						
43	The Contractor shall provide the capability to restore training environment databases and to periodically refresh the training environment data from the production BOS, using data cleansing procedures Approved by the Authority.						
1.1.1.5. Operating and Computing Environments – Test							
44	The Contractor shall maintain a BOS test environment that matches the BOS production environment configuration for the purpose of testing and verifying software Enhancements and Upgrades prior to being put into production.						
45	At the Authority's request, the Contractor shall provide access to the test environment for independent testing and verification to software Enhancements and Upgrades prior to being put into production.						
46	To the extent possible, the test environment shall interface directly to Third-Party Service Providers and Interoperable Agency test and/or production systems. For example, the DMV and ROV Interfaces.						
1.1.1.6. Email, Chat, Fax and Text Messaging							

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47	The Contractor shall provide the capability for manual, scheduled and system triggered outbound/inbound email (including email attachments) and texting that meets the outbound/inbound correspondence Requirements.						
48	The Contractor shall provide the capability for outbound/inbound fax that meets the outbound/inbound correspondence Requirements.						
49	The Contractor shall provide the capability for chat sessions that meets the Requirements.						
50	The Contractor shall provide the capability for multiple outbound domain name emails to avoid spam blocks or may provide an alternative solution.						
51	The Contractor shall provide the capability for Authorized Users to view system-generated status information for electronic messages (such as, email, texting or fax) that are sent from within the BOS application. For example, an Authorized User (e.g., customer service representative) verifies that email messages have been successfully sent from the BOS.						
1.1.1.7. Hardware, Software and Other Equipment							
52	The Contractor shall provide completely new Desktop Environments for all CSC Operations personnel.						
53	The Contractor shall integrate with the BOS all Authority provided or procured 6c transponder readers/programmers for use in the CSC.						
54	The Contractor, with the Approval and assistance of the Authority, shall procure any 6c readers/programmers required for the CSC on a cost pass-through basis.						
55	All Hardware and Software shall be new, commercially available products currently in production, of the latest design/version at the time of purchase (unless otherwise Approved by the Authority) and field-proven in high-volume revenue operations, including but not limited to: · Hardware; · Software; · firmware and · other supplies, Equipment or components.						
56	All Hardware and Software shall be obtainable from multiple sources readily available to the Authority, unless otherwise Approved by the Authority. An exception to this may be the Contractor's custom-developed Software.						
57	The Contractor shall provide a dated invoice for all materials procured under this Agreement. Shipping bills shall be retained and copies furnished to the Authority along with the invoice on which they appear.						
58	All commercial Software provided as part of the BOS shall be enterprise class. Enterprise class applications are designed to be robust and scalable across a large organization and are customizable to meet the specific needs of the BOS. Note: Do not construe this to require enterprise level software licenses. It is the Contractor's responsibility to provide the proper level of software licensing.						
59	The solution furnished and installed shall be appropriately sized for capacity, as required to support growth in traffic volumes. It also shall be scalable, allowing for additional transactions/trips, images and Toll Facilities to be added for all BOS functions while continuing to meet the Performance Measures.						
60	The Contractor shall use field-proven Hardware, Software and Equipment configurations that support future Upgrades to processors, memory, storage, operating system, database and other system components.						

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61	Licenses and Software media (or online access for downloading media) shall be provided to the Authority for all Hardware, third-party Software and firmware procured, furnished and installed as part of the BOS.						
62	The Contractor shall retain authorized copies (backups) for all Software media as required for use in periodic BOS Maintenance, Upgrades or system restores for a minimum of one year.						
63	All Hardware and Equipment provided to support BOS and CSC Operations shall be networked and fully integrated with the functional BOS (including PMMS) and the Desktop Environments.						
64	The Contractor provided standard Point of Sale devices shall support Europay, MasterCard and Visa (EMV) chip integrated circuit card and contactless Near Field Communication (NFC) devices. The Contractor shall ensure compliance with EMV chip guidelines for chip card transactions and International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 18092 specifications for contactless NFC transactions.						
65	The Contractor provided check scanners (for remote deposit capture) shall include, but not be limited to:						
	· high accuracy Magnetic Ink Character Recognition (MICR) rate;						
	· compliance with "The Check Clearing Act for the 21st Century" (Check 21);						
	· check defacement features and						
	· alphanumeric Optical Character Recognition (OCR) A & B font recognition.						
1.1.1.8. Network, Communications, Telephony, Security and Surveillance							
66	The Contractor shall provide all required network Equipment and communications lines (including all installation and recurring costs throughout the Term of the Agreement) to connect the CSC and BOS to all required users and systems with sufficient bandwidth to meet all Requirements at no additional cost to the Authority, including:						
	· secure dedicated and redundant Interface connections for all BOS to CSC personnel communications;						
	· remote Contractor personnel;						
	· work-at-home Contractor personnel (under certain Business Continuity procedures);						
	· secure dedicated and redundant Interface connections for all Contractor designated Third-Party Service Providers;						
	· all Contractor provided BOS environments;						
	· secure dedicated and redundant Interface connections for customers accessing the BOS or CSC via telephony, IVR, Self-Service Website, Self-Service Mobile Application (Phase II and optional) and all other channels;						
	· secure dedicated and redundant Interface connection to ETTM System at 4301 W. MacArthur Blvd, Santa Ana, CA 92794;						
· secure dedicated and redundant Interface connections for the OCTA Store WIC location at 600 S Main St, Orange, CA 92868 via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary Equipment at the OCTA Store WIC location;							
· secure dedicated and redundant Interface connections for Authority's staff locations from various locations via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary Equipment at the Authority staff locations and							

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	secure dedicated and redundant Interface connections for all Authority designated Third-Party Service Providers via secure public VPN (or other Authority Approved Interface). OCTA or others will provide all necessary Equipment at the Third-Party Service Providers locations.						
67	The Contractor shall provide the telephony systems for all CSC Operations personnel at the CSC and the collocated WIC. Note: The telephony system at the OCTA Store WIC at 600 S Main St, Orange, CA 92868 will continue to be provided by OCTA.						
68	As part of the Implementation Phase, the Contractor shall provide and install all network Equipment and communications as required to meet the Requirements.						
69	The Contractor will assume Maintenance, administration and Upgrade of all network Equipment and communications to service the BOS and CSC throughout the Operations and Maintenance Phase.						
70	The network connection to the ETTM System shall be of sufficient bandwidth to support the transfer of images, transactions/trips, Transponder Status Lists and other required files.						
71	The Contractor shall increase throughput and bandwidth as needed to eliminate system latency and meet the Requirements.						
72	The Contractor shall provide network monitoring Software to monitor all Contractor provided and Authority provided infrastructure, network Equipment and communications related to the BOS and CSC. All network notifications and alarms shall be reported to the PMMS.						
73	The Contractor shall provide the capability for time synchronization to one or more certified time server(s). The Contractor shall provide for redundant certified time sources should the primary source be unavailable.						
74	The Contractor shall ensure exact synchronization with the ETTM System.						
75	The Contractor shall provide secure remote access to the full capabilities of the BOS for Authority Authorized Users working remotely.						
76	The Contractor shall be responsible for ensuring that all BOS networks and communications are compliant with the Security Standards.						
1.1.2. BOS Functionality							
	The BOS functionality Requirements begin with the design of a GUI to the BOS. Through the GUI, Authorized Users (from within the CSC) and customers (accessing via the Self-Service Website, and Self-Service Mobile Application (Phase II and optional)) will access a user account and other information within the BOS. This section of the global Requirements also includes Requirements for establishing and controlling user access to the BOS, logging and security controls and maintaining efficient databases through regular purging and archiving of stale records in accordance with the Security Standards.						
1.1.2.1. Graphical User Interface (GUI)							
	The GUI design must include accepted computer industry design standards for ease of readability, understanding and appropriate use of menu-driven operations, user customization and intuitive operation. The GUI should allow for efficient action by CSR or customer minimizing screens and clicks to modify.						
77	The Contractor shall provide a secure, browser-based GUI for the BOS application, Self-Service Website, and all external Interfaces.						
78	The Contractor shall provide for secure communications with the BOS application, all customer portals and all external Interfaces, such as Hypertext Transfer Protocol Secure (HTTPS) or similar.						

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79	The GUI shall adhere to accepted development standards and specifications, including but not limited to World Wide Web Consortium (W3C) and HyperText Markup Language (HTML) Version 5 or current standard.						
80	The Contractor shall follow Payment Card Industry Data Security Standard (PCI DSS) and standard security practices in the design of the GUI for the BOS application, all customer portals and all external Interfaces.						
81	The GUI design and development shall incorporate human factors and usability engineering and be optimized for speed, as well as provide the following controls, including but not limited to:						
	· menus (such as pull down, popup, cascading, leveling, etc.);						
	· allowing for multiple windows within the application, such as to navigate back without having to re-enter a user account;						
	· informational messages;						
	· positive feedback;						
	· exception handling and error dialogs, including logging the error (in the PMMS);						
	· control icons, links and action buttons;						
	· data entry fields, combo boxes, check boxes;						
82	display (read-only) fields and						
	· general and context-specific help menus.						
82	Data entry screens shall have Configurable mandatory fields that require data entry prior to continuing through the process.						
83	The Contractor shall provide field-level validation and format verification upon existing data fields applicable to pre defined formats or standards, including but not limited to:						
	· alpha-numeric;						
	· date;						
	· time;						
	· special characters;						
	· length;						
	· license plate number (based on individual issuing Jurisdiction rules) fields;						
	· transponder numbers;						
	· telephone number;						
	· email address;						
84	· ZIP or postal codes and						
	· check-digit, checksum, Modulus-10 or other verification algorithms for fields such as Credit Card number.						
	The Contractor shall provide field-level "tooltips" or other interactive help, Configurable by the system administrator, that provide specific guidance on any field presented, including but not limited to:						
	· alpha-numeric fields;						
	· date fields;						
	· time fields;						
	· special characters;						
	· username and password;						
· length restrictions;							
	· license plate number (based on individual issuing Jurisdiction rules) fields;						

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	<ul style="list-style-type: none"> · transponder fields; · telephone number fields; · email address fields; · ZIP or postal code fields and · Credit Card number fields. 						
85	<p>The Contractor shall provide the capability for Authorized Users to maintain drop-down lists, including but not limited to:</p> <ul style="list-style-type: none"> · add items; · deactivate items; · set effective activate and deactivate times; · modify items; · toggle item visibility on/off; · set the display order; · change the display order; · set the default value and · change the default value. 						
1.1.2.2. BOS Application Requirements							
86	The Contractor shall provide navigation optimized for speed and with identical screen presentation and user experience, regardless of the browser used. The BOS application shall detect and advise if the browser being used is out-of-date or not supported, as well as instruct where updates can be obtained.						
87	Help menu/dialogue box shall be provided for each screen, each editable field and each selectable option within each screen.						
88	The Contractor shall provide workflow and application help menus that integrate seamlessly into the user interface.						
89	The Contractor shall provide help menus that provide clear descriptions and walk-through procedures for all standard tasks.						
1.1.2.3. User Accounts, User-Roles, User-Role Management and Controls							
	User account management and role management is an important component to the overall security of the solution. Authorized Users are Approved users that have role-based credentials to access the BOS as an employee of the Contractor, employee of the Authority, Third Party Service Provider, or contractor of the Authority.						
90	Authorized Users shall access the BOS using an authenticated, role-based login and be uniquely identified and authenticated using a strong password policy.						
91	The Contractor shall provide the capability for only privileged accounts to use tools with administrative capabilities conforming to the concept of least privilege.						
92	Allow for full integration with Microsoft Active Directory (AD) or similar access system Approved by the Authority so users are not required to enter separate passwords for system access (the BOS shall prompt users for their credentials and not allow pass-through authentication), and that all rules for password security (for example, characters or rotations) are enforced and passed between the network and the application.						
93	The Contractor shall provide the capability to create (Configurable) BOS user accounts.						
94	The Contractor shall provide the capability to create a new user account having the same role/rights as an existing user account.						

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95	The Contractor shall provide the capability to allow first name, middle name and/or last name to be changed without having to create a new user account, such as to correct an error or make a change because of marriage or divorce.						
96	The Contractor shall provide the capability to search for Authorized Users using Configurable criteria.						
97	The Contractor shall provide the capability to track user accounts created dates and disabled dates information, since user accounts may be enabled and disabled repeatedly over a period of time (because of leaves of absence, etc.).						
98	The Contractor shall provide the capability to search and view all information about a user account on a particular date and time.						
99	The Contractor shall provide the capability to control all access rights within the BOS through the assignment of user-roles.						
100	The BOS shall prevent the direct assignment of rights to an Authorized User, and all rights must flow from a user-role.						
101	The Contractor shall provide the following user-role capabilities, including but not be limited to:						
	· allow Authorized Users to belong to multiple user-roles;						
	· allow the deactivation of a user-role, provided no active Authorized Users are assigned to that role;						
	· ensure modifications to roles are immediately propagated through the BOS and to all Authorized Users currently assigned to the role;						
	· prevent BOS access to users who are not assigned to a user-role and						
102	· provide a built-in "read-only" capability that can be added to any user-role, allowing user accounts assigned to that role to view information on the screen and print reports (but not make changes).						
	The Contractor shall provide the capability for an Authorized User to view the summary of permissions of a user created with multiple user-roles.						
103	The Contractor shall provide the capability for Authorized Users to manage user-roles, including but not limited to:						
	· create new user-roles;						
	· change access rights;						
	· assign and un-assign user-roles to user accounts;						
	· assign and un-assign user accounts to user-roles;						
104	· adjust user-roles and						
	· deactivate user-roles.						
	The Contractor shall provide the capability for Authorized Users to manage multiple levels of access control based on user-roles, including but not limited to:						
104	· broad functional level, for example, user-role X is denied access to the user account management functionality;						
	· detailed functional level, for example, user-role Y is allowed access to the user account management functionality but denied access to close user accounts function and						
	· field level, for example, user-role Z is allowed access to the user account management functionality but denied access to the tax-exempt checkbox.						
	The Contractor shall provide the capability for Authorized Users to deny/allow access or allow read-only access, based on user-roles, including but not be limited to:						
	· specific menus;						
	· specific items on a drop-down list;						

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105	· specific individual screens;						
	· specific functions on a screen;						
	· specific fields within a specific screen;						
	· specific types of transactions/trips;						
	· specific processes;						
	· specific reports;						
	· specific activities based on account status;						
	· specific search capabilities;						
	· specific transaction/trip approval privileges;						
	· specific workstation location access;						
	· specific workstation time restrictions and · specific time restrictions.						
106	The Contractor shall provide the capability to configure Flags as part of a user role definition, so they can be viewed based on user-roles.						
107	The Contractor shall provide the capability to send Alerts to the PMMS for logging and notification based on the assignment/removal of a specific user-role (Configurable as new user-roles are created).						
108	The Contractor shall provide the capability to search for all Authorized Users with a specific role and all user accounts with a specific access right.						
109	The Contractor shall provide the capability to search and report on user-roles for a particular date, distinguishing between an active user account (able to access information according to its roles) an inactive user account (temporarily unable to access information because of a locked password or expired from lack of use) and a disabled user account (a user account no longer able to access information because of the intervention of an Authorized User).						
110	The BOS shall keep a full history of all user-role details with effective dates so the exact rights for a particular user-role can be viewed by Authorized Users at any point in time.						
1.1.2.4. Logging Mechanisms							
	These mechanisms provide chronological recording of system events and user account activities. They also document the sequence of activities that have been affected at any time during a specific operation, procedure or event.						
111	The Contractor shall provide comprehensive, system-wide logging capabilities ensuring every change to a BOS record of any type is logged with a date/time stamp, including the Authorized User (and IP address) that made the change.						
112	The Contractor shall ensure that system clocks are synchronized. For example, Desktop Environments, Equipment, servers, physical security systems and CSC Surveillance CCTV systems.						
113	The Contractor shall provide the capability to log all changes to user accounts.						
114	The Contractor shall provide the capability to log all changes to the Processing Exception List.						
115	The Contractor shall provide BOS reports, including but not limited to:						
	· reports of logged activity by activity type and · reports of logged activity by user accounts.						
116	The Contractor shall create a log when a user-role is assigned, changed or removed from a user account.						
117	The Contractor shall provide screens so Authorized Users can view all log files.						
118	The Contractor shall provide the capability to log and track all user activities and user accounts viewed by specific user account with date, time stamp, and workstation location.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
119	The Contractor shall provide Configurable Alerts to the PMMS for all functions of the BOS which are logged.						
120	The Contractor shall provide logging that includes actions taken within a user account with date and time stamp.						
121	The Contractor shall provide logging of all changes (view, add, delete, modify) to Credit Card information.						
122	The Contractor shall provide logging of all user login attempts, including but not limited to:						
	· username;						
	· originating Internet Protocol (IP) address;						
	· date;						
	· time and · success/failure.						
123	The Contractor shall provide logging of all customer login attempts, including but not limited to:						
	· Uniform Resource Locator (URL);						
	· user account;						
	· browser/platform including version number;						
	· originating IP address;						
	· date; · time and · success/failure.						
124	The Contractor shall provide audit logging capabilities that provides the ability for view access by CSR and/or by account to have the review of users that have accessed the account or Case even if no changes have been logged.						
125	The Contractor shall create a log of all changes to system configurations or settings and record the user name, date, time and IP address from which the change was made.						
126	The Contractor shall be in compliance with all PCI DSS logging requirements while preventing any logging of Credit Card numbers or card verification value data, including debugging and error logs.						
127	The Contractor shall be in compliance with all PII logging requirements while preventing any logging of PII data, including in debugging and error logs.						
128	The Contractor shall provide the capability to generate an Alert to the PMMS when debugging logs are turned on within the production environment.						
129	The Contractor shall prevent tampering with log file data.						
130	The Contractor shall provide the capability to log and track changes to applications, databases and operating systems.						
1.1.2.5. BOS Security Standards, PCI-DSS, PII and Best Practices							
	The Contractor shall provide security and access controls in accordance with the Security Standards. These Security Standards will evolve as standards, best practices and California statutes evolve over the Term of the Agreement.						
	The Contractor's approach to BOS and user security shall continually provide adherence to the latest specifications, publications, policies and standards, including but not be limited to:						
	· compliance with PCI DSS;						
	· protecting the confidentiality of PII in accordance with the Authority's privacy policy;						

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131	protecting the confidentiality of PII in accordance with Section 31490 of the Streets and Highways Code and other applicable California statutes;						
	protecting the confidentiality of PII in accordance with the recommendations in publication 800-122 from the National Institute of Standards and Technology (NIST) or subsequent versions;						
	protecting the confidentiality of PII in accordance with California Consumer Privacy Act (CCPA);						
	protecting the confidentiality of PII in accordance with California Online Privacy Protection Act (CalOPPA);						
	encryption of data in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices;						
	protecting the confidentiality of PII in accordance with the California Civil Code Section 1747.08.;						
	account for information security management risk as described by NIST Cybersecurity Framework special publication 800-39;						
	conformance to applicable best practices for information security management as described by the ISO/IEC 27000 standards;						
	the security Requirements and all California and out-of-state DMV security requirements and standards.						
132	The Contractor shall Design the System to anticipate that during the Implementation and/or Maintenance Phases the System will become subject to more restrictive digital privacy laws and regulations (for example, similar to European Union General Data Protection Regulation (GDPR)). During Design within the Implementation Phase, the Contractor shall provide documentation (within applicable deliverables) and demonstrate (during testing) the System's preparedness to anticipate more restrictive privacy Requirements.						
133	The Contractor shall establish and maintain a formal, documented, mandated, BOS and CSC Operations information security policy that shall be communicated to all Contractor and Subcontractors personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all Security Standards, applicable laws and regulations, and to address new threats and risks.						
134	The information security policy shall address all removable media except in the context of Contractor's routine back-ups or as otherwise specifically Approved by the Authority, Contractor shall institute strict physical and logical security controls to prevent transfer of BOS data via removable media.						
135	The Contractor shall provide strong end-to-end encryption for all sensitive information, including PCI and PII) stored within databases (at rest) or being transmitted (in-motion).						
136	The Contractor shall use strong encryption methods such as AES FIPS-179 (128 bits and higher) or RSA (2048 bits and higher), or an equivalent if Approved by the Authority.						
137	The Contractor shall provide encryption keys that are considered sensitive information and stored on appropriately secured servers.						
138	The Contractor shall prevent any unauthorized user, system or database administrator from viewing encrypted information in unencrypted form, while providing the capability for Authorized Users to view encrypted information in unencrypted form to perform tasks based on a defined role.						
139	The Contractor shall ensure that no cardholder data, such as Credit Card numbers or card verification value data, is in any BOS environments.						
140	The Contractor shall ensure that no PII data is in the BOS environments other than production, DR and test.						

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141	The Contractor shall provide comprehensive user credential controls that are compliant with PCI standards, including but not limited to: · prevent the creation of 'generic' user accounts – all user accounts shall be associated to a specific person. For example, use the unique employee ID as a required field for each user account. Duplicate IDs would be rejected and · prevent a user (role-based) from logging in at two different machines at the same time, while allowing a single user on a single machine to have multiple sessions open at the same time.						
142	The Contractor shall provide the capability to configure different user credential controls for different types of users, including but not limited to: · Authorized Users who will access the BOS; · Third-Party Service Providers that access the BOS via external Interfaces and · customers who will access the BOS via the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and the IVR.						
143	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to out-of-date security software and patch versions.						
144	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to all attempted intrusions, virus attacks, ransomware attacks, spamming, denial of service and attempted/successful unauthorized access.						
145	For any Hardware removed from the BOS, the Contractor shall provide a notarized statement, detailing the removal or destruction method used, the data sets involved, the date of destruction, and the company or individual who performed the destruction. The statement shall be sent to the Authority within fifteen (15) Calendar Days of removal of the Hardware. The destruction or erasure of data or information pursuant to this section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization)						
146	The Contractor shall provide a report of all security incidents. The Authority or its third-party designee may, but is not obligated to, perform audits, security tests and intrusion tests of BOS environments that may also include, but are not limited to, interviews of relevant personnel, review of documentation, and/or technical inspection of systems.						
147	The Contractor shall provide for Authority's review any original security reports related to security assessments that the Contractor has undertaken to assess BOS and shall notify the Authority of all security assessments.						
1.1.2.6. Archival and Purge Control Mechanisms							
	The Authority is public and, therefore, are subject to the law governing the retention and disposition of information considered as public record. The Requirements for archiving and purging include Requirements for automating these activities in a way that maintains compliance with the Contractor retention schedule that is provided as part of the Contractor's Maintenance documentation, while providing the Authority a method to Approve the disposition of records before they are deleted.						
148	The Contractors archival and purge processes shall be in compliance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.						
149	The Contractor shall provide the capability for fully automated and Configurable storage of historical data (archival) and the permanent deletion of inactive or obsolete data (purging).						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
150	The Contractor shall provide the capability to store 100 percent of the BOS electronic information in accordance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.						
151	The Contractor shall provide the capability to store 100 percent of the BOS electronic historical information indefinitely if they have enduring significance to the Authority's activity (i.e., permanent, evidentiary, and/or historical value) in accordance with the retention schedule. All information, other than that prohibited within the Requirements, will be retained for the duration of the Agreement and archived or moved to long-term storage as deemed appropriate during the Implementation Phase to meet all customer and Authority needs for reporting and data access.						
152	Archival and purge routines shall be Configurable for each impacted data element, including but not limited to:						
	· transactional data;						
	· all formats of customer PII data;						
	· Images (Violations-related and I-Toll-related);						
	· documents;						
	· Notifications;						
	· BOS logs and · third-party provided files.						
153	The Contractor shall provide the capability to archive data on a monthly interval.						
154	The Contractor shall provide the capability to purge archived data on a periodic basis.						
155	Authorized Users shall have the capability to request retrieval of archived data through the Contractor's ticketing system included in the PMMS.						
156	All archived data shall be stored on permanent, long-term storage media and shall be maintained at a secure Authority Approved third-party commercial data storage facility.						
157	Servers shall retain transaction/trip and summarized data, all images and BOS logs online for a specified period of time and then archive that data.						
158	Data shall be purged in accordance with the data retention schedule.						
159	The Contractor shall provide the capability to notify the BOS Maintenance personnel via the PMMS a Configurable number of days in advance and require Authorized User approval for when archival and purging jobs are to be executed, including but not limited to data elements impacted, date range applied and data size impact.						
160	After successful archival of data and confirmation via the PMMS, the deletion of online data shall be automatic, without user intervention and shall generate a message to be transmitted according to the PMMS rules. Absolutely no transactions/trips shall be deleted unless confirmed to be successfully archived.						
161	The BOS servers shall be sized to accommodate for the restoration of selected archived data (one -year minimum).						
162	Authorized Users shall be able to generate queries from the restored data.						
1.1.3. Interfaces							
	The Contractor is responsible for working with the Authority, Interoperable Agencies/California Toll Operators Committee (CTOC) and Third-party Service Providers in designing, developing, documenting, testing and implementing all required Interfaces and portals.						
1.1.3.1. General Requirements for External Interfaces							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	Electronic Interfaces are required to provide BOS connectivity. The technical specifications for these Interfaces are documented in ICDs that have either already been developed by the Authority or shall be developed by the Contractor. The ICDs include Requirements for data format and transmission, criteria for acknowledgement and validation of transmitted data and procedures for recording and reconciliation as appropriate for each Interface.						
163	The Contractor shall develop new or comply with existing electronic Interfaces at the direction of the Authority.						
164	The Contractor shall provide for guaranteed transmission of data for all Interfaces and portals.						
165	The Contractor shall provide for 100 percent reconciliation of the transmitted and received data and files.						
166	The Contractor shall provide the capability for Authorized Users to access and view the contents of files, including compressed or encrypted files, which are received by the BOS and transmitted by the BOS in a readable format. Authorized Users shall have the capability to save the contents of such files.						
167	The Contractor shall provide the capability for sending real-time Alerts to the PMMS for Interface and data transmission failures, including but not limited to:						
	· real-time dashboard for managing and monitoring Interfaces;						
	· workflow user Interface for managing and monitoring steps within each Interface;						
	· status and history of executions;						
	· comprehensive scheduling of file transmissions;						
	· tools for viewing data and/or contents of files received via Interfaces and portals (compressed or encrypted);						
	· comprehensive reporting for transmitted and received data and files;						
	· tight integration with the PMMS and notification of failed transmissions and · capability to manually execute a failed transmission.						
168	When using File Transmission Protocol (FTP), the Contractor shall utilize Secure File Transmission Protocols (SFTP) for the transfer of data and/or files via Interfaces and portals.						
169	The Contractor shall provide the capability to transmit and receive multiple files during each scheduled batch.						
170	The Contractor shall provide the capability to transmit and receive multiple full and incremental files in a day.						
171	The Contractor shall utilize file naming conventions that prevent the over-write of data and/or files. For example, include the date and time of transmission.						
172	The Contractor shall provide file handling and processing methods that provide for a complete log of the data and/or file transfer process.						
173	The Contractor shall validate records and identify errors in the received data and/or files, including but not limited to:						
	· mandatory fields;						
	· data formats;						
	· data validity (for example, user account number not found in the BOS);						
	· duplicate records;						
	· unexpected response;						
	· checksum/record count verification and · incorrect status.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
174	The Contractor shall provide the capability to correct and re-transmit data and/or files (the process shall be automated to the extent possible).						
175	The Contractor shall provide the capability to process re-transmitted data and/or files.						
176	The Contractor shall provide the capability to transmit the error details to the transmitting entity, as well as record it in the PMMS.						
177	The Contractor shall provide the ability to identify missing records/transactions/images and request the transmission of such missing records/transactions/images.						
178	The Contractor shall reconcile the transmitted records to the records received and accepted by the receiving entity.						
179	The Contractor shall provide the means to identify Interface issues by validating the file transmission process, including but not limited to:						
	· creation and transmission of data and/or a file at the scheduled time, even if there are no records to transmit;						
	· determination if the data and/or a file was transmitted or received at the scheduled time;						
	· creation of Alerts to the PMMS if data and/or a file was not created or received at the scheduled time;						
	· creation of Alerts to the PMMS if received data and/or a file was not acknowledged;						
	· creation of Alerts to the PMMS if records in the received data and/or file had errors when processed;						
	· provide details in real-time to the PMMS of each failed record and						
· creation of Alerts to the PMMS when a response has not been received for individual records within the expected duration.							
180	The Contractor shall provide data and/or file transmission and reconciliation reports as described in these Requirements.						
181	All responses received from third-party Interfaces and all actions required of the third-party to a file transmitted by the BOS shall be associated with the original transaction, including but not limited to:						
	· Violation data and images;						
	· images of check copies for a payment;						
	· Notifications to customers transmitted by the Collection Agency;						
	· comments and dispositions transmitted in the response file and						
· emails received from the customer related to a specific transaction/trip or Violation.							
182	The Contractor shall provide the capability for Authorized Users to obtain the history of updates to a transaction/trip.						
183	The Contractor shall provide a dashboard that tracks the progress of data and/or file transmissions through each stage and their acknowledgements by the receiving entity, including but not limited to:						
	· transactions/trips eligible for transmission;						
	· file and/or data created with file name;						
	· file and/or data transmitted;						
	· file and/or data received;						
	· file and/or data accepted;						
	· file and /or data rejected;						
	· file and/or data re-transmitted;						
· number of records in the file and/or data set;							

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	<ul style="list-style-type: none"> number of unique user accounts and number of failed records. 						
184	The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to file and/or data transmission for each Interface. For example, scheduling the time-of-day that a specific file is transmitted.						
185	The Contractor shall monitor the disk capacity where files and/or data are deposited and send an Alert to the PMMS and third-party entities (if applicable) if folders are near capacity (Configurable) or full.						
186	The Contractor shall provide the capability to automatically archive successfully processed data and/or files after a number of days (Configurable).						
187	The Contractor shall provide the data to reconcile file transmissions.						
188	The Contractor shall conform to any existing ICDs, including any updates required at the time of design and develop all new ICDs that are required to be developed. It is the Contractor's responsibility to ensure all ICDs (including existing) are accurate, updated and meet the Requirements of the BOS before developing the Interfaces. Standards-based Interfaces shall be used when available and all Interfaces shall be Approved by the Authority.						
189	Where the Third-party Service Provider currently supports or is willing to develop a more modern and current interface, the Contractor shall be responsible for developing the ICD or using the ICD to develop the new Interface as directed by the Authority.						
190	The Contractor shall implement required updates to Interfaces at the direction of the Agencies at no additional cost to the Agencies.						
1.1.3.2. Interface to the ETTM System							
	This interface connects the BOS with the ETTM System for transmitting transactions/trips, images, toll rate information, transponder files, license plate files and other data to the BOS for processing and for transmitting various data back to the ETTM System.						
191	It is anticipated that the BOS shall receive, process and store an average of four (4) transactions per trip, including both Toll Collection Enforcement Site (TCES) and Toll Transponder Read Site (TTRS) transactions.						
192	If the BOS implementation requires an update to the ETTM System ICDs, the Contractor shall develop the new ICD and coordinate all design, development and testing with the ETTM System Contractor.						
	The ETTM System ICDs may include many data fields, including but not limited to:						
	<ul style="list-style-type: none"> trip transaction ID; trip ID; timestamp for when the trip started; amount of time that was being allotted for travel from the pricing sign to the Toll Zone; Occupancy Setting applied for the overall trip; Clean Air Vehicle identifier for overall trip; motorcycle identifier for overall trip; image-based or a tag-based trip identifier; total toll rate assigned for the trip; total toll rate that was in effect at the time of the trip; primary transponder ID for the overall trip; license plate number for the overall trip; Jurisdiction of the license plate for the overall trip; 						

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193	· license Plate Type for the overall trip;						
	· segment identifier;						
	· lane identifier;						
	· lane mode identifier;						
	· Straddle – This is a yes/no type identifier for whether the vehicle was straddling the lane line when it went through the Toll Zone;						
	· timestamp for when the transaction occurred;						
	· transponder items below shall be enumerated for each transponder read at the Toll Zone, with all of the subsections being listed for each transponder;						
	· transponder ID;						
	· timestamp when the transponder was read;						
	· transponder status;						
	· transponder type;						
	· transponder Occupancy Setting;						
	· primary transponder identifier;						
	· buffered transponder read identifier;						
	· spurious transponder read identifier;						
	· license plate number selected for the transaction based on confidence values;						
	· Jurisdiction of the license plate selected for the transaction based on confidence values;						
	· license Plate Type selected for the transaction based on confidence values;						
	· OCR confidence;						
	· Occupancy Detection System occupancy assigned (if applicable);						
	· occupancy assigned;						
	· Clean Air Vehicle identifier;						
	· motorcycle identifier;						
	· vehicle classification;						
	· Image items below shall be enumerated for each image captured at the Toll Zone, with all of the subsections being listed for each image;						
	· file name for the image;						
	· camera that took the image;						
	· timestamp for when the image was captured;						
	· license plate number reported by the OCR/image review system for the individual image;						
	· Jurisdiction of the license plate reported by the OCR/image review system for the individual image;						
· license Plate Type reported by the OCR/image review system for the individual image;							
· OCR confidence value for the license plate assigned by the OCR/image review system for the individual image and							
· payment type identifies whether the individual transaction registered as an Image-Based or a Transponder-Based Transaction.							
194	The Contractor shall interface to the ETTM System to obtain and acknowledge 100 percent of all transactions/trips, associated transaction and Violation images in accordance with the ICDs to be developed during Project design.						
	The ETTM System interface shall be capable of the following Configurable functionality, including but not limited to:						

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195	· sending the comprehensive and incremental Authority Tag Status Files and License Plate Status Files (for both the CTOC Agencies' and Interoperable Agencies') in real-time and at scheduled intervals (e.g., every 10 minutes). The BOS shall support sending the Tag Status File and Plate Status File as single file or as separate files;						
	· sending Interoperable Agency transponder statuses periodically (incremental and comprehensive) multiple times per day (e.g., every 10 minutes);						
	· sending rental car files (incremental and comprehensive) multiple times per day (e.g., every 10 minutes);						
	· sending Plate Correction List from customer disputes and audit checks no less than every hour;						
	· sending Processing Exception List maintained at the BOS no less than every hour;						
	· receiving Transponder-Based Transactions/Trips;						
	· receiving Image-Based Transactions/Trips (including license plate number, Jurisdiction, and type, if required) and · receiving other files (such as toll rate schedules and variable pricing information).						
196	The Contractor shall provide the capability to positively acknowledge (ACK) message receipt, negatively acknowledge or reject a message (NACK) and reconcile data transmissions from the ETTM System.						
197	The Contractor shall receive and store color and black and white images for each transaction that comprises the trip, from the ETTM System including:						
	· ROI image(s) – average of approximately 8KB per image;						
	· full rear image(s) – average of approximately 450KB per image;						
	· full rear straddle image(s) – average of approximately 450KB per image and · overview image(s) – average of approximately 450KB per image.						
1.1.3.3. Interface to the Interoperable Agencies							
	This Interface connects the BOS with the Interoperable Agencies for data exchange.						
198	The Contractor shall provide the Interface to WRTO/CTOC Interoperable Agencies and Regional and National Hubs, for the functionality described within these Requirements and in accordance with latest and future WRTO/CTOC ICDs. The Contractor shall support Interoperable agencies that will be on different versions of the WRTO/CTOC ICD throughout the Term of the Agreement.						
199	The Contractor shall provide the capability to obtain and acknowledge 100 percent of all transactions/trips and images from Interoperable Agencies.						
200	The Contractor shall provide the capability to transmit 100 percent of all Interoperable Agency customer transactions/trips and images to their respective Interoperable Agencies.						
201	The Contractor shall provide the capability (Configurable) to transmit the Authority's plaza update (including addition of new plaza facilities) information to Interoperable Agencies.						
202	The Contractor shall provide the capability (Configurable) to receive Interoperable Agencies' plaza update (including addition of new plaza facilities) information.						
203	The Contractor shall provide the capability (Configurable) to transmit the Authority's Transponder Status Lists (TSLs) to Interoperable Agencies.						
204	The Contractor shall provide the capability (Configurable) to receive Interoperable Agency TSLs from Interoperable Agencies.						
205	The Contractor shall provide the capability (Configurable) to transmit BOS customer license plate numbers to Interoperable Agencies.						

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206	The Contractor shall provide the capability (Configurable) to receive license plate numbers from Interoperable Agencies.						
1.1.3.4. Interface to California and Arizona DMV							
	This Interface connects to the California, Arizona, Oregon and Nevada DMVs to obtain information (such as name, address, vehicle make/model, CAV designation, VIN) about vehicles which fail to properly pay the toll amount.						
207	The Contractor shall provide and administer a direct DMV Interfaces for the purpose of obtaining for vehicles travelling in the Express Lanes Facility and the placement and release of vehicle Registration Holds, including.						
	· California DMV;						
	· California Temporary License Plate DMV database;						
	· Arizona DMV (including Temporary License Plate DMV database if applicable);						
	· Oregon DMV (including Temporary License Plate DMV database if applicable) and · Nevada DMV (including Temporary License Plate DMV database if applicable).						
208	Whenever available, the Contractor shall use the on-line DMV Interface allowing for real time look ups and updates. If multiple DMV Interfaces are available to provide the same information, during the Implementation Phase the Authority shall direct the Contractor as to which Interface to implement.						
209	The Contractor shall obtain approval from all DMVs to be a processor for the Authority.						
210	The Contractor shall maintain all security requirements required by all DMVs.						
1.1.3.5. Interface to Rental Car Service Providers							
	This Interface connects to Rental Car Service Providers to exchange transactions/trips, vehicle, renter information, rental agreements and payment information with the BOS, for rental cars that incur tolls on the Authority's Toll Facilities.						
211	The Contractor shall provide the capability to transmit and receive vehicle information from all rental car companies using a Rental Car Service Providers.						
212	The Contractor shall provide the Interfaces to Rental Car Service Providers for the functionality described within these Requirements and in accordance with ICDs to be developed during Project design.						
213	The Contractor shall provide the capability to schedule and automatically send periodic (Configurable) detailed rental car account toll transaction/trip files to Rental Car Service Providers.						
1.1.3.6. Interface to Transportation Corridor Agencies (TCA) for the Disposition of Rental Car Trips							
	The Transportation Corridor Agencies (TCA) intends to host rental car plates and transponders and collect tolls on behalf of other CTOC agencies.						
214	The Contractor shall provide the capability to transmit and receive vehicle information from TCA in a separate TSL and License Plate Status File IOP file.						
215	The Contractor shall provide the capability to provide TCA with toll amounts due for the plates and transponders in the rental file and process payments from TCA.						
1.1.3.7. Interface to the Authority's BOS Bank							
	This Interface is to the Authority -provided bank to retrieve all required banking information.						
216	The Contractor shall provide an Interface to the Authority Bank to retrieve, process and store all information required to support the all-electronic BOS bank reconciliation process.						
217	The Interface shall support the use of Positive Pay to deter check fraud.						

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No.	Requirements	Required Inputs					
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1.1.3.8. Interface to California Franchise Tax Board (FTB) Tax Intercept Program							
	This Interface is to the California FTB Tax Intercept Program to provide and receive all required Tax Intercept information.						
218	The Contractor shall provide an Interface to the California FTB to retrieve, process and store all information required to support the Tax Intercept process.						
1.1.3.9. Interfaces to Authority's Financial Accounting Systems							
219	The Contractor shall provide an Interface to the Authority's financial accounting system for the purpose of issuing accounts payable checks.						
220	The Contractor shall provide an Interface to the Authority's financial accounting system for the purpose of recording financial activity to the general ledger.						
1.1.3.10. Interface/Connectivity to Contractor-Provided Services							
	The Contractor shall provide connectivity to service providers for which the Contractor is responsible. The Requirements are not prescriptive as to the Interface type or method.						
221	The Contractor shall provide connectivity to Contractor selected Third-party Service Providers as required to meet the Requirements, including but not limited to:						
	· Collection Agency 1 (Direct Access to BOS is Phase II Functionality);						
	· Collection Agency 2 (Direct Access to BOS is Phase II Functionality);						
	· Customer Satisfaction Survey Provider Subcontractor;						
	· Lockbox Service Provider (optional);						
	· Merchant Service Provider 1;						
	· Merchant Service Provider 2;						
	· 3rd Party ROV Lookup for all 50 states (excluding direct connect DMVs), District of Columbia, U.S. Government and · Print/Mail House Service Provider (optional).						
1.1.4. Performance Management and Monitoring System							
	The Performance Management and Monitoring System (PMMS) supports BOS Maintenance Requirements for all Hardware, Software and other BOS components by monitoring BOS processes, Equipment, jobs and Interfaces in real-time to identify degradations in performance or availability before they impact end users. The PMMS generates Alerts and creates actionable trouble tickets that can be tracked to resolution.						
222	The Contractor shall provide a PMMS that supports BOS Maintenance Requirements for all Hardware, Software and other BOS components, in accordance with these Requirements.						
223	The Contractor shall provide a PMMS that monitors, Alerts and generates trouble tickets in real-time for all BOS processes, Equipment, jobs and Interfaces, including but not limited to:						
	· communications issues;						
	· electrical power issues;						
	· temperature issues;						
	· Hardware issues;						
	· Software issues or failures;						
	· database issues;						
	· anomalies to the system design;						
· issues with customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional));							

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No.	Requirements	Required Inputs					
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	<ul style="list-style-type: none"> · file systems and file system issues; · issues with jobs, processes or data flows; · BOS health – overall and by component; · BOS and application performance; · BOS utilization – disk space, disk IOs, CPU, memory, throughput (Configurable thresholds); · security events; · Logs; · access controls; · CSC CCTV Surveillance System and · CSC physical security systems. 						
224	<p>The PMMS shall provide comprehensive recording capabilities, including but not limited to:</p> <ul style="list-style-type: none"> · log aggregation (from disparate systems or Modules); · event correlation (cause and effect association); · log shipping and · log management functions. 						
225	<p>The PMMS shall have the ability to receive success or failure information regarding data management activities, including but not limited to:</p> <ul style="list-style-type: none"> · backup; · DR data transfer and synchronization status; · data archival and · data restores. 						
226	<p>The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity triggered by users and systems, including but not limited to:</p> <ul style="list-style-type: none"> · multiple one-time replenishments coupled with closing of customer accounts; · repeated opening and closing of customer accounts; · refunds over a dollar amount (Configurable) and · multiple deposits and refunds on the same customer account. 						
227	<p>The PMMS shall monitor that all BOS components have current and up-to-date virus, firewall and spam protection and other security Software that prevent single point of vulnerability from external threats, virus attacks, ransomware, spam protection and unauthorized access.</p>						
228	<p>The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity, including but not limited to:</p> <ul style="list-style-type: none"> · attempted network or system intrusions; · attempted malicious attacks and · Unexpected changes to security settings on firewalls and other security systems. 						
	<p>The PMMS shall include, but not be limited to the following capabilities:</p> <ul style="list-style-type: none"> · receiving and monitoring status messages for all BOS Hardware and Software; · grouping, sorting and filtering by message type, time, Equipment, subsystem, etc.; · local trouble ticket manual entry or email entry by users; · automatic work order generation; · storing data in a relational database to allow for data recovery and flexibility in reporting the raw data (including dashboards and ad-hoc reporting); · generating (automatically) monthly performance reports; 						

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229	· tracking service requests;						
	· assigning priorities and actions to events;						
	· notifying (automatically) Maintenance personnel via reports, text and email;						
	· assigning trouble tickets to Maintenance personnel;						
	· reassigning (manually) trouble tickets to other Maintenance personnel;						
	· escalating (automatically) trouble tickets to other Maintenance personnel;						
	· recording time of acknowledgement by Maintenance personnel;						
	· recording time of acknowledgement by all subsequently assigned Maintenance personnel;						
	· recording time of repair;						
	· recording time of Equipment recovery;						
	· recording completion of service calls;						
	· attachment of common document type, such as Microsoft Word, Portable Document Format (PDF), email and screen capture images;						
	· providing automatic Alerts for trouble tickets not closed in a specified time;						
	· maintaining and tracking repair Maintenance activity;						
	· calculating response times, repair times and down time from the data entered by the Maintenance staff and automatically generated by the BOS;						
	· accepting and updating trouble tickets from mobile hand-held devices and smart phone entries;						
· role-based security;							
· automatic system exception reporting for all processes that are not running;							
· automatic system workflow exception reporting for all items that are not processing correctly or are hung up in the BOS and							
· providing hard copy reports on issues, failures and trouble resolution status.							
230	The PMMS shall record all configuration data in a configuration management database, which shall be updated after each system component change, including application of BOS patches.						
231	The PMMS shall provide system Maintenance personnel with screens, dashboards and reports within the PMMS that allows for the verification and monitoring of all processes, programs and scheduled tasks. Failures shall be visible in a PMMS screen accessible to Maintenance personnel. Event and error logs shall be provided to assist Maintenance personnel with investigating problems.						
232	All PMMS screens, dashboards and reports shall be available to Authorized Users from the Authority.						
233	The PMMS shall provide Authorized Users with operational, management and performance reports from the PMMS that include but are not limited to:						
	· summarized and detailed alarm history;						
	· Maintenance paging and response history;						
	· work order status and tracking;						
	· Equipment inventory and life cycle tracking;						
	· Equipment availability;						
	· preventive and predictive Maintenance;						
	· corrective Maintenance;						
	· response and repair times for each of the priorities;						
	· Equipment use history;						
	· Equipment repair history;						
· total System availability;							

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No.	Requirements	Required Inputs					
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> sub-System availability for components of the BOS, IVR System, Self-Service Website and Self-Service Mobile Application (Phase II and optional); Equipment versions, Software versions, firmware versions and serial numbers for all Equipment installed under these Requirements; incident logs and lost revenue estimates; performance reports detailing compliance to the Performance Measures; a detailed list of parts replaced as a result of Maintenance actions; status of removed parts and Equipment with an aging status for parts under repair or replacement (serial numbers, being repaired in Maintenance shop, purchase replacement part); performance reports; an exceptions report summarizing all unusual or significant occurrences during the period and trend analysis for repetitive failure. 						
234	The PMMS shall support the management of preventive/predictive Maintenance schedules.						
235	The PMMS shall provide the capability to automatically generate work orders for preventive/predictive Maintenance tasks.						
236	The Contractor shall provide a PMMS that supports asset management, including but not limited to:						
	· tracking all System Hardware and Software items;						
	· tracking all System Hardware and Software locations;						
	· tracking all System Hardware and Software versions;						
	· tracking all Maintenance and service agreements;						
	· maintaining a list of vendors from which products were procured;						
	· associating the original purchase order number to the individual item;						
	· associating the original vendor to the individual item;						
· associating all warranty information to the individual item and							
· providing an Alert prior to warranty, license, and certification expiration.							
1.2. BOS Maintenance and Support Requirements							
	The Requirements described in this section detail the Contractor's responsibility for providing Maintenance and Software Support Services for the BOS, and associated communications and support to operations, including but not limited to:						
	· Hardware Maintenance (servers, storage, network switches, firewalls, routers, etc.) if required;						
	· network administration;						
	· system administration;						
	· administration of CSC Facility physical security systems;						
	· administration of CSC Surveillance CCTV systems at CSC Facility;						
	· database administration;						
	· Maintenance and Software Support Services;						
	· monitoring services;						
	· on-site desktop and application support services within the I-405 CSC and WIC;						
	· on-site desktop and I-405 BOS application support services at the OCTA Store WIC (OCTA provided Equipment);						
	· support of work at home CSRs and operations during Business Continuity;						
	· application support for the Authority's staff and						
	· BOS security.						

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No.	Requirements	Required Inputs					Comments
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	In delivering the Maintenance and Software Support Services, the Contractor is expected to provide the following services, including but not limited to:						
	· well documented Maintenance schedules and processes;						
	· change and configuration management;						
	· on-site support of the BOS;						
	· complete around-the-clock Maintenance of the BOS;						
	· significant participation with the Authority's staff, meetings and processes and						
	· ample spare parts inventory and support agreements.						
237	The Contractor shall be responsible for performing all Maintenance activities and fully supporting and maintaining the BOS from Go-Live throughout the Operations and Maintenance Phase.						
238	The Contractor shall provide Maintenance, including but not limited to all Equipment, Hardware, Software, cloud-based systems, and systems provided under this Agreement, including Maintenance associated with the compliance with the terms of the Software warranty.						
239	The Contractor shall provide Maintenance and Software Support Services, including but not limited to: monitoring; preventive; predictive; corrective, and emergency Maintenance and Software Support Services, as well as any required and planned Upgrades and Enhancements to be performed on any and all BOS elements.						
240	To ensure BOS performance is optimized, all system administrative functions, if not otherwise automated, shall be performed at regular, scheduled intervals as part of the preventive Maintenance and Software Support Services in accordance with the Maintenance Plan.						
241	The Contractor shall administer, maintain (as required in conjunction with Authority paid Maintenance agreement) and be the point of contact for all Authority provided and paid for Equipment, systems and Maintenance agreements, including uninterruptable power Equipment, power generators, CCTV Surveillance and physical security systems at the I-405 CSC and WIC Facility.						
242	The Contractor shall provide on-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.						
243	The Contractor shall provide support for work-at-home CSRs and operations and in accordance with the Approved Disaster Recovery and Business Continuity Plans. For example, during an event similar to the COVID-19 outbreak.						
244	Continuous monitoring of BOS operations shall be performed to verify its functional, processes are being executed as scheduled and that the BOS is operating per Performance Measures. Continuous monitoring shall include but not be limited to:						
	· verifying system alarms and Alerts;						
	· verifying processes/programs/job have successfully completed as scheduled;						
	· evaluating sample transactions data and aggregate data trends for exceptions;						
	· confirming trip/transaction and image transmission to and from the ETTM System;						
	· performing routine diagnostics;						
	· reviewing comparative reports to identify potential system degradation;						
	· confirming successful data transfer, such as the TSL;						
	· confirming data transmission to and from external Interfaces;						
· correcting identified performance issues;							
· confirming primary and DR systems are synchronized;							

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No.	Requirements	Required Inputs					
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O- Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> · monitoring backups; · database administration and monitoring; · general System health; · evaluating storage Requirements and · reviewing error logs and Alerts. 						
245	The Contractor shall validate that all BOS components obtain virus protection and security updates as soon as they are available.						
246	The Contractor shall provide advance Notice and obtain Approval when purging jobs that permanently delete data from the system are to be executed, including but not limited to: data elements impacted, date range applied and data size impact.						
247	The Contractor shall re-establish or re-install system files, programs and parameters, as required, following a failure or damage to the system and return the BOS to a fully- operational condition.						
248	The Contractor shall maintain and test up-to-date Software backups (all system Software and data) in accordance with the Maintenance Plan that is secure and protects the integrity of the data.						
249	The Contractor shall provide backups performed on physically separate Hardware and Software from the data being backed up.						
250	The Contractor shall maintain accurate Equipment inventory status and update status.						
1.2.1. BOS Hardware Maintenance							
251	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade all BOS environments to maintain a high-level of performance, reliability and provide for the implementation of the manufacturer's current system and security firmware/Software. These Upgrades shall be accounted for in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.						
252	During the Operations and Maintenance Phase, the Contractor shall Upgrade the Desktop Environments and office Equipment no less than every three (3) years to maintain a high-level of performance and reliability. These Upgrades shall be accounted for in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.						
253	BOS Hardware Maintenance shall include but are not limited to:						
	· BOS servers, storage devices, backup devices and network Equipment at the primary BOS site, including all production and non-production BOS environments as required;						
	· BOS servers, storage devices, backup devices and network Equipment at the BOS DR site;						
	· all Contractor-provided desktop Hardware and peripherals;						
	· all Hardware and peripherals that interact with the BOS to the extent that the Contractor-installed Software or applications are negatively affecting the operation of the peripheral;						
	· all CSC office Equipment. For example, copiers and printers and						
	· IVR, ACD and telephony systems.						
1.2.2. BOS Network System Maintenance							
254	Any Maintenance and/or replacement costs shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement unless explicitly noted.						

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No.	Requirements	Required Inputs					
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
255	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade the network Hardware to maintain a high-level of BOS reliability and provide for the implementation of the manufacturer's current system and security firmware/Software. These Upgrades shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.						
256	The Contractor shall maintain and monitor the BOS network, including connection of the primary and DR BOS locations.						
257	The Contractor shall proactively monitor the WAN network, its connections and its components to respond to any fault or problem.						
258	The Contractor shall monitor all communications with interfacing systems and Third-Party Service Providers.						
259	The Contractor shall monitor all network Alerts and alarms, as well as detect intrusion attempts and prevent intrusions.						
260	The Contractor shall perform the necessary support services required of the Interoperable Agencies in order to keep day to day operations and transfers current, such as operating system Upgrades.						
261	The Contractor shall Upgrade and Update the network security and provide the required Software and monitoring tools to ensure the BOS is always in compliance with the Security Standards.						
1.2.3. BOS Administration and Software Support Services							
262	The Contractor shall include in their Price Proposal all administration, system Maintenance and Software Maintenance costs. The Authority shall only pay for items that are explicitly identified as being paid for by the Authority. Software modifications required to maintain and support the BOS as a part of the normal course of business shall not be considered Upgrades or Enhancements paid for by the Authority. These modifications include but are not limited to:						
	· Updates the System to keep up with and support new mobile devices, mobile browsers, desktop browsers and operating systems, mobile and desktop customer experience trends, mobile payments, trends in mobile device and desktop navigation techniques, as well as updated look and feel for the Self-Service Website and Self-Service Mobile Application (Phase II and optional);						
	· version changes;						
	· configuration or parameter changes;						
	· all changes to interoperable or CTOC ICDs and related reports;						
	· all changes to ICDs and Interfaces to Contractor-selected Third-Party Service Providers;						
	· minor changes to reports, Software or code;						
· Software modifications required to ensure BOS is compliant to existing Security Standards and changes for the Contractor's benefit that improve the Contractor's ability to maintain and support the BOS and to meet the Performance Measures.							
263	The Contractor shall provide Maintenance and Software Support Services for all elements of the BOS, including but not limited to:						
	· operating systems;						
	· databases;						
	· BOS application Software;						
	· third-party Software;						
	· Software change management;						
· Software configuration management and							

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	· Software version control.						
264	The Contractor shall maintain all secure website certificates for all websites, including the website serving the Authority managed content, if required.						
265	The Contractor shall provide Maintenance and Software Support Services that include monitoring, preventive, predictive and corrective action to ensure BOS performance is in accordance with Requirements. This shall include but is not limited to:						
	· any daily, weekly or periodic Maintenance required to maintain the BOS at required performance levels (such as, indexing and tuning databases and archiving and purging);						
	· third-party Software or firmware patches, updates and Upgrades, as required and to be compliant with Security Standards, including but not limited to: performing security Software Upgrades, database Upgrades and operating system Upgrades;						
	· Approved adjustments and updates to the BOS data based on a criteria and conditions Approved by the Authority to correct failures and issues;						
	· monitoring of error logs and system logs;						
	· Maintenance of back-ups and backup Software;						
	· Maintenance of all BOS environments;						
	· installation of new Software and confirmation of successful installation;						
	· verify data replication to DR site is occurring as configured and replication is not drifting beyond an acceptable threshold;						
	· verify time synchronization is occurring as configured, and system clocks are not drifting or otherwise incorrect;						
	· modifications to IVR call flow needed to correct routing and call flow problems identified during normal operations;						
	· creation of ad-hoc reports requested by the Authority;						
	· generation of queries as requested by the Authority;						
· analysis of data as requested by the Authority and							
· modifications to the Self-Service Website and Self-Service Mobile Application (Phase II and optional) to keep up-to-date with the Authority's policies and general information.							
266	Software support services shall include monitoring and corrective action to ensure BOS performance is in accordance with Requirements, to include database management and operation. This shall include but is not limited to:						
	· investigation and analysis of errors and exceptions and taking corrective action, including correcting the problem and reprocessing the data;						
	· monitoring notifications and initiating corrective actions on application programs to meet Requirements;						
	· updates to the BOS to support Upgrades to Hardware or third-party Software and						
· updates to the BOS to support all changes to Business Rules and BOS Configurable parameters and deploy changes in production.							
267	The Contractor shall monitor, Upgrade and Update the BOS is always in compliance with the Security Standards.						
268	The Contractor shall ensure Maintenance does not conflict with or cause interruption in service or cause substandard service to the Authority or its customers.						
1.2.4.	Payment Card Industry (PCI) Security Standards and Compliance						

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	The PCI Security Standards Council is responsible for the development, management, education and awareness of the PCI Security Standards, including the PCI DSS, Payment Application Data Security Standard (PA-DSS). The PCI Security Standards provide guidance for merchants, vendors and security consulting companies to mitigate data breaches and prevent payment cardholder data fraud.						
	The Contractor is responsible for ensuring that PCI compliance is fully achieved prior to the Go-Live date. The Contractor is further required to ensure that the BOS continues to be PCI compliant as outlined in the Maintenance and Operations Phase Requirements.						
269	The Contractor and the BOS shall be in compliance with the appropriate PCI DSS merchant level as defined by the PCI Security Standards Council in place at the time of BOS Go-Live.						
270	The Contractor shall ensure that the BOS is in compliance with any individual additions to the PCI Security Standards since the last major version or the current version published by the PCI Security Standards Council and all future versions.						
271	The Contractor shall utilize the PCI Security Standards Council's Prioritized Approach method to indicate how each PCI Requirement is being addressed prior to Go-Live. The Prioritized Approach shall be submitted to the Authority along with substantiating evidence for review and Approval.						
272	The Contractor shall ensure the BOS is in compliance with PCI-DSS for any Commercial Off-the-Shelf (COTS) Software that will be used in payment applications.						
273	The Contractor shall provide, prior to the BOS Go-Live:						
	· PCI Attestation of compliance by either a qualified ISA or an independent QSA, or as required by PCI DSS;						
	· vulnerability scan by an Approved scanning vendor and · internal and external penetration testing results.						
274	No more than three (3) months after Go-Live the Contractor shall provide a complete Report of Compliance (ROC), including details about the BOS environment and the assessment methodology, as well as documentation regarding the BOS's compliance status for each PCI DSS Requirement. The ROC shall be provided which outlines a clear plan and schedule (in writing) to achieve full PCI compliance no more than six (6) months after Go-Live.						
275	The Contractor shall be responsible for providing a ROC prior to BOS Acceptance.						
1.2.5. Interoperability Requirements							
	The Authority currently has Interoperability agreements with CTOC Agencies and, in the future, it is anticipated that regional and national Interoperable agreements will be established. These Requirements apply to all existing and future Interoperability.						
	Interoperability includes exchanging and processing transactions/trips, customer, transponder, payment, corrections, vehicle data, invoices and reconciliations between the BOS and the Interoperable Agencies. The BOS shall process transactions/trips from Interoperable Agencies for the Authority's customers who have used Interoperable Agency roads, as well as transactions/trips for Interoperable Agencies' customers on the Authority's facility. The Interface supports the transmission and receipt of all files identified in the respective ICDs.						
	At the Authority's direction, the Contractor shall support direct connection and/or connection through a CTOC Agency intermediary to nationally (non-CTOC) Interoperable Agencies.						

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	The BOS and Interoperable Agencies perform validation checks to confirm the transactions/trips are in compliance with the Interoperable Agency ICD and reject any transactions/trips that are not. Validated transactions/trips shall be Posted to a user account in accordance with the Interoperable Agency agreements.						
	The BOS must be prepared to work with other ICDs to send and receive transactions/trips and transaction data and other data files.						
276	The Contractor shall support all Interoperable Agency activities as required by the Authority, including but not limited to:						
	· attend technical meetings;						
	· review and provide comments on documents;						
	· support Interoperable Agency testing as requested;						
	· support modifications to Interoperable specifications and · be compliant with the latest published Interoperable specifications.						
277	The Contractor shall support the addition of Regional and National Interoperability either directly or through a CTOC designated intermediary.						
1.2.6. Preventive and Corrective Maintenance Requirements							
1.2.6.1. Preventive Maintenance							
278	The Contractor shall provide preventive Maintenance on the BOS Hardware, servers, communications network and Software as required.						
279	No less than quarterly the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA).						
280	Separate from the quarterly vulnerability scan, the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA) in conjunction with any network or security changes.						
281	The Contractor shall in accordance with the Approved preventive Maintenance schedule, periodically inspect all Equipment, both major components and support components (such as fans, cabinets, environmental control units, filters, storage units) that constitute the BOS and shall make repairs, cleaning, adjustments and replacements of components as necessary to maintain the Equipment in normal operating condition.						
282	Servers and storage devices shall be periodically checked to verify that storage space is not reaching maximum thresholds; disks are not fragmented or damaged; Software is of the latest version per the configuration management database, and data is being processed and transferred in an appropriate manner. These checks should be performed automatically whenever possible, but must be checked manually if the task cannot be automated.						
283	The BOS shall be monitored to ensure performance is optimal and meets the Performance Measures, including but not limited to:						
	· report generation times;						
	· BOS access times;						
	· IVR statistics;						
	· Self-Service Website access times and · Self-Service Mobile Application (Phase II and optional) access times.						

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284	All Equipment and systems shall be included as part of preventive Maintenance, in accordance with the original Equipment manufacturer's guidelines. Any variations or exceptions shall be noted by the Contractor and Approved in advance by the Authority.						
285	Scheduled Maintenance shall be communicated to the Authority a minimum of seven (7) Calendar Days in advance for approval by the Authority and shall be scheduled for times when the CSC is not operating.						
286	Preventive Maintenance shall be scheduled to be performed by BOS administration staff between 12 AM and 3 AM PST weekdays or in coordination with other roadway closures and Approved by the Authority. Any preventive Maintenance tasks that need to be performed during normal BOS operating hours that is not part of the Approved Preventive Maintenance Schedule shall be Approved in advance by the Authority.						
287	The diagnostic aids, tools and Equipment required to perform preventive Maintenance Equipment analysis shall be provided by the Contractor to the Authority, as necessary to meet the Authority's Maintenance responsibilities.						
288	When preventive Maintenance requires a BOS Service to be made unavailable to the customer, a Notice shall be Posted 24 hours in advance of the outage on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and through the IVR so customers are aware of the impending outage.						
1.2.6.2. Corrective Maintenance							
289	All Work performed by the Contractor to correct incidents, problems and failures to meet the Requirements shall be considered corrective Maintenance. Such problems include but are not limited to:						
	· failure of BOS functions;						
	· failure of processes and programs;						
	· report failures and issues;						
	· application failures;						
	· data and revenue reconciliation failures;						
	· failures in transmitting and receiving files from the various third-party interfaces;						
	· errors and exceptions when processing data received from the ETTM System, Interoperable Agencies and third party entities;						
	· network failures and issues;						
	· BOS or component performance issues;						
· data loss or inaccessibility and							
· non-conforming availability levels.							
290	When a BOS Service becomes unavailable to the customer due to an unplanned outage or emergency a Notice shall be Posted on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR as soon as possible so customers are aware of the outage.						
1.2.6.3. 24x7 Maintenance Coverage							
291	The Contractor shall provide continuous (24x7) coverage for all monitoring, system administration services and Maintenance-related activities sufficient to meet the Performance Measures.						
1.2.6.4. Recording of Maintenance Activities							

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292	The Contractor shall be responsible for logging all reported Maintenance activities. The Contractor also shall be responsible for documenting in detail all information and issues related to a failure condition, providing a corrective action report within one (1) week including all actions taken to complete the correction and a root cause analysis.						
1.2.6.5. Maintenance Priorities, Response and Repair Times							
293	Response and repair time is defined as the time from failure to repair/correction with the BOS being returned to normal operations. The Contractor shall respond to calls and repair times noted in the Performance Measures according to the following priority levels:						
	· Priority 1: Any malfunction or fault that impacts the BOS and CSC Operations ability to serve customers (for example, Self-Service Website functionality unavailable or not operating properly; BOS functionality unavailable or not operating properly for CSRs servicing customers; phone system not taking calls or not taking all calls; IVR unavailable or not operating properly; notifications or customer communication not being sent immediately when eligible through all channels), results in the loss of revenue, compromises security, causes a hazard to personnel, causes the loss or potential loss of any BOS data, causes loss of redundancy within the BOS components.						
	· Priority 2: Any malfunction or fault that degrades performance but not the BOS or CSC Operation's ability to serve customers. It includes examples such as inaccurate reporting, inability to reconcile revenue, loss of BOS functionality that does not impact customer access to data or service, and/or loss of functionality that impacts the Authority's operational efficiency.						
	· Priority 3: Any malfunction or fault that has the potential to result in a degrading of the BOS or CSC Operations' performance but has not yet and is not anticipated to immediately impact performance.						
294	Any downtime that is a part of scheduled and approved preventive Maintenance, including scheduled new Software releases not associated with a Maintenance event shall not affect the Performance Measures calculation. However, in this event the Contractor does not make the BOS available and/or fully restore CSC Operations within the approved schedule window, the resulting downtime shall be included in the Performance Measure calculations.						
295	Response and repair times for every BOS Maintenance event shall be recorded and reported by the Contractor, and such reports shall be provided to the Authority.						
296	No incident shall be closed by a technician before the Equipment or Software service has logged a recovery. For example, if a service is degraded because of a loss of a redundant component, the incident cannot be closed until the redundant component has been replaced and service has returned to normal.						
1.2.7. Certification of PCI DSS Compliance							
The Contractor is responsible for providing certification of PCI DSS Compliance.							
297	The Contractor shall complete a PCI DSS assessment by either a qualified Internal Security Assessor (ISA) or an independent Qualified Security Assessor (QSA), or as required by PCI DSS, at the interval required for PCI DSS compliance, including a complete ROC. The Contractor shall be responsible for providing the ISA or QSA at no additional cost to the Authority. The Contractor shall fully cooperate with the Authority at no cost to the Authority in responding to the assessor's requests and implement remedies if any issues are identified.						
298	The Contractor shall complete a full penetration vulnerability and exploitation testing, the results of which shall be provided to the Authority, at the interval required for PCI DSS compliance throughout the Implementation and Operations and Maintenance Phases.						

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299	The Contractor shall be responsible for providing a ROC on an annual basis, no later than the original date thereafter.						
300	The Contractor shall provide all documentation required under PCI, including but not limited to network diagrams and detailed policies and procedures, available to the Authority.						
301	To evaluate the security risk to the BOS and identify potential vulnerabilities, the Contractor shall perform penetration and vulnerability tests in accordance with PCI requirements.						
302	The Contractor shall document and immediately report to the Authority any PCI DSS issues/vulnerabilities found during monthly penetration and vulnerability tests or upon new Software release.						
303	The Contractor is responsible for correcting all deficiencies at the Contractor's cost and ensuring the BOS is PCI DSS compliant and ensuring security risks are handled appropriately.						
304	The Contractor shall furnish copies of all PCI assessment, testing, scanning and compliance documentation including the ROC to the Authority, upon completion of quarterly and annual assessment activities throughout the Implementation and Operations and Maintenance Phases.						
305	The Contractor shall complete a SOC 2 Type 2 assessment by either a qualified Internal Security Assessor (ISA) or an independent Qualified Security Assessor (QSA), or as required by PCI DSS, at the interval required for PCI DSS compliance, including a complete ROC. The Contractor shall be responsible for providing the ISA or QSA at no additional cost to the Authority. The Contractor shall fully cooperate with the Authority at no cost to the Authority in responding to the assessor's requests and implement remedies if any issues are identified.						
1.2.8. Emergency Response Management							
	The Contractor shall be responsible for emergency response management throughout the Operations and Maintenance Phase.						
306	The Contractor shall immediately respond to any emergency situation that has already impacted the BOS or could potentially damage the BOS. The Contractor shall be prepared to put forth all necessary resources to divert or correct an emergency condition.						
307	Such emergency conditions shall be handled in accordance with policies and procedures developed by the Contractor and Approved by the Authority in the Disaster Recovery and Business Continuity Plans. The following are a few examples of emergency conditions:						
	· weather related;						
	· public safety related;						
	· health related. For example, in response to a COVID-19 or similar outbreak;						
	· conditions that invoke the Disaster Recovery and/or Business Continuity Plans;						
	· BOS outages;						
	· third-party power outage or communication failure and						
	· security breaches.						
1.2.9. Disaster Recovery and Business Continuity							
	The Contractor shall be responsible for Disaster Recovery Procedures and testing throughout the Implementation and Operations and Maintenance Phases.						
308	The Contractor shall perform Disaster Recovery procedures in accordance with the Disaster Recovery Plan (DRP) in the event of a disaster and return the BOS to a fully operational condition.						

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309	The Contractor shall test the Disaster Recovery and Business Continuity procedures on an annual basis to validate that they are functioning per the design. The Authority shall witness the test and the Contractor shall provide a report outlining the test, test results and any anomalies encountered for the Authority's review and approval.						
310	The BOS shall meet the Recovery Point Objective (RPO), Recovery Time Objective (RTO) and level of service (LOS) levels provided in the Performance Measures.						
311	The Contractor shall address any issues encountered from the annual Disaster Recovery and Business Continuity testing.						
312	The Contractor shall support the ETTM System Contractor's Disaster Recovery and Business Continuity annual testing.						
1.2.10. Incident and Revenue Loss Reporting							
313	The Contractor shall work with the Authority to develop a communications protocol for incident and revenue loss reporting (e.g., communications procedures based on incident and priority level).						
314	The Contractor shall immediately notify the Authority of any incident or event where the loss of revenue or data or security breach has occurred or potentially has occurred or could occur. The Contractor shall take immediate action to rectify the condition and return the BOS to normal operations.						
315	In the event of a loss or potential loss of revenue or data or security breach, an incident report shall be provided to the Authority within five (5) Business Days of the incident. The report shall identify the issue and provide a detailed account of the incident; its cause; duration; resolution or planned resolution, and a quantification of actual or potential lost revenue or data or security breach. Regular updates shall be provided until the issue has been fully resolved and closed. The incident and its impacts shall also be further detailed in the subsequent monthly report. The Contractor shall be held responsible for all lost revenue and data and customer impacts, including remediation, in accordance with the terms of the Agreement.						
1.3. Future Functionality							
	The BOS shall be designed to anticipate certain future functionality and Interfaces. The introduction of future functionality, of the type noted in this section, shall be anticipated and not require changes to the Software or System architecture or significant changes to the database structure. However, the accommodations made by the Contractor in anticipation of this potential future functionality shall not negatively impact the development of the BOS or increase the Offeror's Price Proposal.						
316	The introduction of future functionality shall not require changes to the Software or BOS architecture, or significant changes to the database structure including the capability to easily add fields and report on them without affecting the database schema.						
317	The accommodations made by the Contractor in anticipation of potential future functionality shall not negatively impact the development of the BOS or increase the Offeror's Price Proposal.						
318	The Contractor shall provide the capability to Interface with entities providing for national Interoperability in accordance with ICDs to be designated by the Authority and/or developed during Project design. The Contractor shall accommodate new Interfaces (via either a national hub, regional hubs or larger peer-to-peer exchanges) without significant changes to the Software or database structure.						

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319	The BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily Configured to support these potential additional Toll Facilities. For example, Configurable settings shall be capable of different settings for different Toll Facilities. The design shall not add repetitive and/or additional clicks in order to navigate screens, search data or configure reports while the BOS is supporting only the I-405 Toll Facility. For example, the user shall not have to select "OCTA" or "I-405" until such time as an agency or Toll Facility differentiation is required.						
320	The Contractor shall provide the capability to Interface to new CTOC agencies and national Interoperability without significant changes to the Software or database structure.						
321	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with a Money Service Provider. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with a Money Services Provider for the purpose of providing enhanced access and services for cash paying customers including, obtaining transponders and making payment towards Violation Notices and account balances.						
322	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with an Occupancy Detection System (ODS) that would be integrated into the ETTM System. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with and accept images from an ODS for the purpose of reducing occupancy-based Violations.						
323	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the potential introduction of customer invoicing prior to the Violation process described herein. During the Operations and Maintenance Phase, the Authority may direct the Contractor to implement customer invoicing.						
1.4. Account Management							
	There are two account types Registered and Unregistered. Registered account is established when customer opens a pre-paid account with the Express Lanes. An Unregistered account is established by the BOS using the DMV, a ROV Lookup Provider or Affidavit of Non-liability for Violation transactions/trips. Establishment and management of accounts shall be performed per Business Rules.						
	Customers can establish new Registered accounts or convert an Unregistered account to a Registered account. To establish a Registered account, customers must provide customer contact information including name, address, telephone number and email address and vehicle information including license plate number, type and Jurisdiction and vehicle make, model and color. Most accounts will be prepaid and as such customers also must establish a replenishment method to be used to replenish prepaid tolls when the account reaches the Insufficient Balance Threshold. Credit Card replenishment is strongly encouraged, but customers can also select cash or check replenishment. The Authority may elect to allow certain accounts to be postpaid and receive a monthly invoice for tolls due.						
	The types of accounts are provided in the following tables:						
	Unregistered accounts are established by the BOS for Violation transactions/trips using the DMV or ROV Lookup Provider. Unregistered accounts may be converted to Registered accounts based on fulfilling all of the required Business Rules for establishing these accounts.						
1.4.1. General Account Management							

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	The Authority's customers have many options for account establishment and Maintenance and to obtain transponders, in the manner they prefer.						
324	The Contractor shall provide an efficient series of input fields to collect the information necessary to open a FasTrak account. The fields should require little "clicking" or advancement through multiple pages to reduce the time needed to input the account establishment data.						
325	Support comprehensive account management that allows for the setup and Maintenance of all account types in accordance with Business Rules.						
326	The Contractor shall provide the capability to establish accounts via methods, including but not limited to:						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· mail;						
	· telephone;						
	· fax;						
	· walk-in;						
	· automatically using information provided by rental car companies and · automatically using information provided by the ROV Lookup.						
327	The Contractor shall provide the capability to maintain accounts via methods, including but not limited to:						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· IVR;						
	· mail;						
	· telephone;						
	· email;						
	· chat;						
	· text;						
	· fax and · walk-in.						
328	The Contractor shall provide the capability for transponders to be requested via methods including but not limited to:						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· mail;						
	· telephone;						
	· IVR;						
	· fax, and · walk-in.						
	The Contractor shall provide the capability for the Maintenance of account types designated as, including but not limited to:						
	· Private (prepaid) – an account established in an individual name;						
	· Business (prepaid) – an account established in a business name;						

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329	· Non-revenue (no payment) - an account established at the Authority's direction for vehicles entitled to toll-free travel;						
	· Invoice (postpaid) – an account established to allow the customer to receive an invoice periodically (Configurable) for toll usage. The customer may elect to provide Credit Card or ACH information to be charged automatically to pay the invoice;						
	· Rental car (prepaid) – for Rental Car Service Providers;						
	· Private Registered Video (prepaid) – an account for individuals who do not want or cannot use transponders;						
	· Business Registered Video (prepaid) – an account for companies and business that do not want or cannot use transponders and						
	· Unregistered/Violator (postpaid) – an account created using the information provided by the DMV or ROV Lookup Provider. May include more than one vehicle if the ROV Lookup information is an exact match. These may also be referred to as violator accounts.						
330	The Contractor shall provide the capability to apply Business Rules and account Requirements for each valid account type, including but not limited to:						
	· whether prepayment is required;						
	· payment options;						
	· whether a transponder is required;						
	· transponder sale price (by transponder type);						
	· replenishment amounts;						
	· contact method (mail, email, text, etc.);						
	· Insufficient Balance Thresholds (by Credit Card or cash/check payments) and · account balance.						
331	The Contractor shall provide a Registered account creation process that logically leads an Authorized User through the necessary steps to create an account.						
332	The Contractor shall provide the capability to convert an Unregistered account to a Registered account while maintaining the same account number and all account history.						
333	The Contractor shall provide the capability to change from one account type and Account Plan to another while maintaining the same account number and all account history.						
334	The Contractor shall provide on-screen guidance during the account creation process regarding missing or improperly formatted information. The Authorized User shall not be able to move to the next step until the required information is provided in the appropriate format.						
335	The Contractor shall provide the capability, when opening a new account, to automatically identify other account(s) associated with that account name, address or vehicle.						
336	The Contractor shall provide the capability to require the account agreement and privacy policy be acknowledged and a record of that acknowledgment saved in the BOS prior to establishing a Registered account or when converting to a Registered account.						
337	The Contractor shall provide the capability for the auto-creation of an Unregistered account (should one not already exist for that license plate number) based on an Image-Based Transaction/Trip being eligible for Violation processing and information provided by ROV Lookup.						
338	The Contractor shall provide the capability to merge and unmerge accounts. This process shall logically lead the Authorized User through all necessary steps to merge one account into another.						

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339	The Contractor shall provide the capability for customers to have multiple mail addresses, email addresses, phone numbers and authorized contact information on the account.						
340	The Contractor shall provide the capability to identify the source of the information for both Unregistered and Registered accounts.						
341	The Contractor shall provide address adjustment logic to all addresses including those received from DMVs and ROV Look-up Service Providers, Skip Trace Service Providers and customers that includes but is not limited to:						
	· the capability, when adding contact information, to assist the Authorized User by requiring zip code be entered first, then providing a pre-populated city and state;						
	· verification, to ensure the address exists;						
	· standardization, to normalize US addresses, such as "Drive" becomes "Dr." and selection from all potential address results.						
342	The Contractor shall provide the capability to accept or reject the recommended changes provided during address validation or normalization.						
343	The Contractor shall provide for a real-time address standardization options when entering addresses, including but not limited to:						
	· addresses entered via a customer portal (Self-Service Website and Self-Service Mobile Application (Phase II and optional)) and						
	· addresses entered by an Authorized User.						
344	The Contractor shall provide the capability for multiple active addresses and apply them to their designated use, including all prior addresses for all account types, including but not limited to:						
	· shipping and						
	· billing.						
345	The Contractor shall provide the capability to store address history and make all addresses accessible in the account.						
346	The Contractor shall provide the capability to acquire and store multiple addresses, including all prior addresses for all account types, including but not limited to:						
	· Customer provided via the Affidavit of Non-Liability						
	· ROV Lookup provided;						
	· Skip Tracing;						
	· National Change of Address (NCOA) and Collection Agency provided.						
347	The Contractor shall provide the capability to add international addresses.						
348	The Contractor shall provide the capability to automatically populate (or provide multiple options for selection) the city and state upon entry of the ZIP code (including Canada and Mexico).						
349	The Contractor shall provide periodic updates, at least quarterly, to the ZIP code/city/state list, at a minimum, as additional information becomes available.						
350	The Contractor shall provide the capability to prevent the account holder's name from being changed unless Approved by an Authorized User.						
351	The Contractor shall provide the capability for email address confirmation by the customer by comparing a re-keyed email address. The addition of unmatched entries shall not be allowed.						

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352	The Contractor shall provide the capability when email addresses are added to an account (both Registered and Unregistered), to perform the email address confirmation process prior to finalizing the entry on the account. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the email account. A message shall be displayed indicating the email address will not be added until the confirmation process is complete.						
353	The Contractor shall provide the capability to enter and categorize comments on accounts.						
354	The Contractor shall provide the capability to insert BOS-generated comments on actions initiated by the BOS.						
355	The Contractor shall provide the capability to force Authorized Users to enter comments or have the BOS automatically enter comments on actions processed on an account, including but not limited to:						
	· disputes;						
	· dismissals;						
	· transfer transactions/trips to another account;						
	· payment of Violation Notices through the account;						
	· reversals of payments and dismissals;						
	· waivers;						
356	The Contractor shall provide the capability to set the default PIN as the last 4 digits of the primary phone number, which can be updated in the BOS and IVR.						
357	The Contractor shall provide the capability to validate a PIN used for identifying an authorized contact. The PIN shall be masked (not visible to CSRs) such that the CSR will ask the customer for the PIN and the customer will provide the PIN and the CSR will enter that number into the system and the system will validate the PIN. This way the CSR cannot give the customer any hints.						
358	The Contractor shall provide the capability to securely email the PIN to the valid primary email address or text message on the account and require that the PIN be subsequently changed.						
359	The Contractor shall provide the capability to establish and configure security questions and validate customer response prior to the release of the PIN to the customer. The security questions related to the PIN shall be the same as those used by the customer via the Self-Service Website or CSR assisted password reset.						
360	The Contractor shall provide the capability for all account types to have multiple communication channels, including but not limited to:						
	· Phone (day/night);						
	· cell phone;						
	· additional phone numbers;						
	· email;						
	· additional email addresses;						
	· fax;						
361	The Contractor shall provide the capability to select a preferred communication channel for specific customer communications.						

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362	The Contractor shall provide the capability to capture opt-in/opt-out preferences and record and store the customer's election for certain items, including but not limited to: · e-blast; · text messages; · statements and · marketing / newsletters.						
363	The Contractor shall provide an account summary (an account overview including name, address, vehicles, license plates, email, phone, payment method, etc.) in a printer-friendly format to be used for, including but not limited to: · handing to walk-in customers; · inserting with mail transponder Fulfillment; · mailing to customers and · sending to customers via secure email.						
364	The Contractor shall provide the capability to log all account changes and provide the capability to view details, including but not limited to: · prior value; · the new value; · user ID; · date/time and · user information, such as BOS, Authorized User or customer-originated.						
1.4.2. Vehicles, License Plates and Transponders							
	The BOS shall support comprehensive license plate, vehicle information and transponder management functionality.						
365	The Contractor shall provide the capability to manage a drop-down list of vehicle attributes, including but not limited to: · vehicle manufacturer; · vehicle make; · vehicle model; · vehicle year; · vehicle color; · Clean Air decal number (not a drop-down) and · transponder exception specifying that the make and model requires an externally mounted transponder or special mounting locations for windshield transponders.						
366	The Contractor shall provide the capability to add multiple license plates and associated vehicle information to an account.						
367	The Contractor shall Update and maintain the BOS's list of vehicle manufacturers and models as necessary to keep the list current.						
368	The Contractor shall provide the capability to track the time period that a license plate is active on an account. This includes the start date and time and the end date and time. This is called the "Active Period". In most circumstances the customer would add the vehicle to their account with no end date but if it was a rental car it would have an end date/time.						
369	The Contractor shall provide the capability to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be Configurable.						

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370	The Contractor shall provide the capability when adding a new license plate number to an account to automatically identify other account(s) associated with that license plate.						
371	The Contractor shall provide the capability to identify that the vehicle(s) will be only on the account temporarily based on information provided by the customer, for example, a rental car, loaner from the car dealer or an out of town guest, and to prompt the user to enter a start date and time and an end date and time.						
372	The Contractor shall provide the capability for vehicles identified as temporary to be added to the account even if the license plate number is already on a rental car account.						
373	The Contractor shall provide the capability to associate information with a license plate, including but not limited to:						
	· license Plate Type;						
	· license plate Jurisdiction;						
	· vehicle is a Clean Air Vehicle (CAV);						
	· vehicles CAV eligibility has expired;						
	· Clean Air Vehicle decal number;						
	· vehicle has a Disabled Persons license plate;						
	· vehicle has a Disable Veterans license plate'						
	· vehicle make;						
	· vehicle model;						
	· vehicle year;						
	· vehicle color;						
	· transponder;						
	· transponder type;						
· transponder friendly name (chosen by the customer);							
· ROV;							
· ROV address;							
· ROV Lookup date and							
· indication the license plate is a temporary license plate.							
374	The Contractor shall provide the capability to require or not require a one-to-one relationship between sticker transponders and vehicle in accordance with Business Rules.						
375	The Contractor shall provide the ability to make the one-to-one correlation between the sticker transponder and vehicle after a Configurable number of transactions/trips with the same transponder and vehicle.						
376	The Contractor shall provide the capability, if the one-to-one relationship is required, allow for Authorized Users to override the Requirement as necessary, for example when a transponder is replaced.						
377	The Contractor shall provide the capability for a many-to-one relationship between transponder and vehicle based on transponder type, account type and in accordance with Business Rules.						
378	The Contractor shall provide the capability to record the history of ROV information associated with each license plate.						
379	The Contractor shall provide the capability to search for license plate history and effective date ranges across multiple accounts.						

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		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
380	The Contractor shall provide the capability to transfer vehicle(s) and associated license plate(s) between accounts while maintaining the associated vehicle transaction/trip history on the original account.						
381	The Contractor shall provide the capability to add license plates from all 50 states, DC, U.S. Government, Canada and Mexico.						
382	The Contractor shall provide the capability to record transponder delivery method, such as in person via the WIC or by mail.						
383	The Contractor shall provide the capability to record transponder issue date and time.						
384	The Contractor shall provide the capability to record and associate a payment for every transponder sold.						
385	The Contractor shall provide the capability to track customer transponder requests.						
386	The Contractor shall provide the capability to age Fulfillment requests and automatically send an Alert when a Fulfillment request has exceeded a Configurable amount of time.						
387	The Contractor shall provide the capability for the Authorized User to override the BOS selected transponder mount type, such as windshield or head lamp.						
388	The Contractor shall provide the capability for the Authorized User to override the customer selected transponder mount type, such as windshield or head lamp.						
389	The Contractor shall provide the capability to read a transponder number (using a barcode reader) and automatically associate it to an account instead of requiring the transponder number to be typed in.						
390	The Contractor shall provide the capability for Authorized Users to enter multiple vehicles in a tabular format.						
391	The Contractor shall provide the capability to upload a file with vehicle information for the entry of a large number of vehicles.						
392	The Contractor shall provide the capability for transferring transponders between accounts while maintaining the associated transponder transaction/trip history on the original account.						
393	The Contractor shall provide the capability to monitor for excessive image-based tolls at the account level and at the vehicle or license plate level.						
1.4.3. Account Plans							
	The Authority offers Account Plans which offer benefits to customers who meet the qualifying criteria. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it. These Account Plans are Configured in the BOS and the BOS shall have the flexibility to apply the relevant Account Plan(s) based on the Business Rules.						
	The Authority also allows for non-revenue passage for qualified vehicles. The Account Plan functionality shall be used to support this program by applying a Configurable percent discount to specific transactions/trips on specific facilities in accordance with the Business Rules.						
	The Account Plans currently offered by the Authority are listed below. The Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.						
	· Convenience Plan –a one-time lifetime fee (Configurable);						
	· Standard Plan – monthly fee and discount after a Configurable # of transactions/trips and up to a Configurable maximum per month;						
	· Special Access Plan – provides free or discounted toll rates for three or more riders per vehicle, motorcycles, eligible CAVs, vehicles with disabled veteran or disabled person license plate, and						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	· Non-revenue Plan – which provides a Configurable discount (up to 100 percent) one or more of the Authority's facilities.						
394	The Contractor shall provide the capability to assign Account Plans at the account level.						
395	The Contractor shall provide the capability to assign Account Plans at the transponder level.						
396	The Contractor shall provide the capability to assign Account Plans at the license plate level.						
397	Prevent the transfer of Account Plans when the transponder or the license plate is moved to another account in accordance with the Business Rules.						
398	The Contractor shall provide the capability to enroll customers in Account Plans.						
399	The Contractor shall provide the capability for configuring and offering various Account Plans with a combination of features, including but not limited to:						
	· percentage discount;						
	· dollar amount discount or transaction count discount with a maximum amount;						
	· time duration, such as an Account Plan may only be available for a limited time or may require renewal every year;						
	· method of calculating the discount, such as a transaction-level discount where members get a 50 percent discount on every qualifying toll transaction or a rebate credit on following month based on the frequency of trips within a period of time;						
	· monthly maximum discount based on total dollar amount or number of transactions/trips;						
	· use of Posting Date or Transaction Date to qualify transactions/trips for a rebate;						
	· specific criteria for qualification;						
· a cost to join the Account Plan and							
· proof of eligibility, such as a vehicle registration as proof of registration criteria with ability for customer to upload electronically.							
400	The Contractor shall provide the capability to track toll transactions/trips in frequency transponder-based discounts.						
401	The Contractor shall provide the capability to apply rebates or toll credits as lump-sum account level credits.						
402	The Contractor shall provide the capability to apply and reverse discounts to a range of toll transactions/trips on an account.						
403	The Contractor shall provide the capability to clearly indicate which discount was applied to any given transaction/trip.						
404	The Contractor shall provide the capability to configure a non-revenue plan (up to 100 percent discount) to a transponder or license plate on all or specific tolling locations for a specific Toll Facility.						
405	The Contractor shall provide the capability to associate discount eligibility documentation (such as, a utility bill as proof of residence) to a transponder or vehicle.						
1.4.3.1. Special Access Plans							
406	The Contractor shall provide multiple Special Access Plans providing free or discounted toll rates (subject to change at the Authority's discretion both during the Implementation Phase and Operations and Maintenance Phase), including but not limited to:						
	· always HOV eligible when in I-405 Express Lanes (designated carpool);						
	· motorcycles;						
	· eligible CAVs;						
· vehicles with disabled veteran license plate and							

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	· vehicles with disabled person license plate.						
	With the exception of the occupancy which is validated by the ETTM System and reflected in the discounted toll rate assigned to the transaction/trip by the ETTM System, the Contractor shall provide the capability to validate all vehicles to ensure they meet the requirements for a Special Access Plan, This validation shall include:						
407	· attach documentation provided by the customer as proof of meeting the requirements for a Special Access Plan and queue for manual verification;						
	· manually review the image of the flagged vehicle license plate noting the transponder used in the special access vehicle						
	· assign the respective code to the transponder to indicate the respective discount (clean air vehicle, motorcycle, etc);						
	· upon successfully matching the transponder to the license plate, charge the appropriate discount to all transactions/trips by that transponder including the first trip;						
	· if the transaction/trip including that license plate does not have an associated transponder read, the discounted rate will be charged but the customer will be contacted to rectify the transponder situation and						
	· for plates and transponders that are successfully matched include the appropriate code in the CTOC file.						
1.4.3.2. Promotions							
	The BOS shall be able to manage promotions, promotion codes and credits. Balances related to promotions are tracked individually by promotion and separately from the account balance. Only eligible transactions can be deducted from promotional balances. Promotional balances are not refunded and can only be applied to tolls on the Authority's Toll Facility.						
408	The Contractor shall provide the capability to offer a Configurable number of weeks-worth of free travel on the Authority's Toll Facility for new accounts.						
409	The Contractor shall provide the capability to account and track promotions balances individually (for example, by promotion code) separately from the account balance.						
410	The Contractor shall provide the capability to display the promotion balances and associated expiration date of the promotion balances so that the CSRs and customers can see the various promotion balances separately from the account's cash balance.						
411	The Contractor shall provide the capability (Configurable) to specify what types of transactions/trips are eligible to be deducted from promotional balances.						
412	The Contractor shall provide the capability to track multiple promotions within an account and correctly determine which account or promotion balance should be depleted first (for example, by type of promotion, by the earliest issue or expiration end date or maximum discount yielded).						
413	The Contractor shall provide the capability to prevent promotional balances from being refunded to customers in the event of account closure or specific customer request.						
414	The Contractor shall provide the capability to credit toll payments back to the promotion balance if toll transactions/trips are reversed or adjusted.						
415	The Contractor shall provide the capability to set an expiration date for promotions.						
	The Contractor shall provide the capability to offer promotions by Authority or Toll Facility with a combination of features and parameters, including but not limited to:						
	· assignment of a promotion code to a company or event;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> · at the Notification level and · at the transaction level. 						
423	<p>The Contractor shall provide the capability to define and charge account-related fees and penalties based on a set of Configurable parameters, including but not limited to:</p> <ul style="list-style-type: none"> · hub processing fee (the Authority acting as a hub for other entities); · roaming fee (the Authority acting as a hub for other entities); · account fee; · administrative fee; · Interoperable customer transaction fee; · returned payment fee – Insufficient Funds; · Credit Card decline fee; · ACH decline fee; · transponder purchase fee; · Excessive I-Toll (Image-Based Toll) fee; · invoicing fee; · statement fee, depending on method of delivery; · late fee; · delinquent account fee; · account re-activation fee; · Violation penalty; · delinquent Violation penalty; · collection fee; · account deactivation fee; · Account Plan membership fee; · Registration Hold fee and · balance below Insufficient Balance Threshold fee. 						
424	The Contractor shall provide the capability to maintain the parameters (Configurable) related to fees and penalties.						
425	The Contractor shall provide the capability to create new fees and penalties.						
426	The Contractor shall provide the capability to manually apply custom fees and penalties to accounts.						
427	The Contractor shall provide the capability for the assessment of fees based on account activities, for all accounts or specific account type(s).						
428	The Contractor shall provide the capability to notify the customer via the channel(s) defined within the Business Rules, Operations Plan and SOPs when a fee or penalty is assessed.						
429	The Contractor shall provide the capability to schedule a start and end date/time when a fee or penalty change will go into effect/conclude. For example, the statement fee is \$2.00 until July 31, 2024, after which it will increase to \$3.00.						
1.4.5.	Registered Account Replenishment						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	Registered accounts are established with a valid replenishment method for prepaid balances to be restored as toll and fee transactions deplete the prepaid balance. Account replenishment options are Credit Card, cash, check, ACH and money order. Replenishment by Credit Card can be set up to be automatic (auto-replenishment). For auto-replenishment, the BOS determines the replenishment timing and minimum amount based on parameters (Configurable). Replenishment by cash, check, ACH or money order requires the customer to replenish the account manually by mailing a check or visiting a WIC. Customers without an auto-replenishment method also may make a one-time payment by Credit Card or ACH.						
430	The Contractor shall provide the capability for one or more auto-replenishment methods within an account for all electronic payment methods.						
431	The Contractor shall provide separate replenishment parameters (Configurable) for all account types, including but not limited to:						
	· fixed replenishment amount;						
	· replenishment threshold based on a percentage of the replenishment amount;						
	· replenishment thresholds based on the number of transponders on the account;						
	· replenishment amount based on the number of transponders on the account;						
431	· replenishment amounts calculated based on average use for a period (Configurable) of time or a fixed amount, whichever is greater. For example, average use over the prior (3) month period as compared to \$30);						
	· number of replenishment failures before next method is attempted and						
	· number of declines before a replenishment method is suspended based on appropriate reject reasons.						
432	The Contractor shall provide the capability for Authorized Users to identify individual accounts that are not subjected to auto-replenishment recalculation.						
433	The Contractor shall provide the capability for account replenishment options based on Insufficient Balance Thresholds.						
434	The Contractor shall provide the capability for automatic account replenishments via Credit Card and ACH.						
435	The Contractor shall provide the capability for a hierarchical usage sequence for auto-replenishment methods for an account, such as primary method ACH and secondary method Visa Credit Card #1.						
436	The Contractor shall provide for a stepped approach to failed auto-replenishments where an attempt is made to collect from the primary replenishment method a number of times (Configurable), followed by the secondary method and continuing until attempts have been made to replenish from all replenishment methods.						
437	The Contractor shall provide the capability for automatically suspending an auto-replenishment method because of a number of declines (Configurable) and decline reason code. For example, if the reason for a decline is a closed account, the number of retries would be zero.						
438	The Contractor shall provide the capability for automatically removing the suspension of an auto-replenishment method when there is an update to the Credit Card number, expiration date or any other related information.						
439	The Contractor shall provide the ability to automatically update Credit Card expiration dates through the Merchant Service Provider.						

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440	The Contractor shall provide the capability to check if the Credit Card or ACH information is associated with another account when setting up an auto-replenishment method. The Contractor shall provide an Alert to the CSR of such condition and options to cancel or continue.						
441	The Contractor shall provide the capability for an Alert to be sent to the PMMS of a failed auto-replenishment event because of BOS or Interface errors.						
442	The Contractor shall provide the capability for the manual replenishing of accounts, regardless of payment method, on both a one-time and ongoing basis.						
443	The Contractor shall provide the capability to check account balances each time a transaction is Posted to an account, as well as automatically submit an auto-replenishment attempt using the primary valid replenishment method when replenishment criteria is met.						
1.4.6. Adjustments and Reversals							
	Adjustments and reversals are routinely processed in the BOS and are applied to any type of toll or Financial Transaction. Examples of such adjustments include correcting a toll rate, which would result in a change in toll, accepting a customer dispute for an incorrect charge, which would result in the reversal of the toll, or waiving or reducing a Violation penalty. Adjustments and reversals can be processed for single transactions, such as in the examples above, or in bulk. An example of a bulk adjustment is reversing all charges for a specific Toll Facility during a specific time period, as would be the case for an accident in the general-purpose lanes. Every adjustment and reversal requires the entry of a reason code identifying the reason for the adjustment or reversal. Adjustments and reversals must be associated with the original transaction, but must not change the original transaction. The original transaction must be preserved in the BOS once the transaction has been Posted to the account. Any adjustments to that transaction would be Posted to the current Revenue Day. The BOS shall have the capability to report on both the unadjusted transaction amount and the adjusted transaction amount based on transaction plaza and lane, hence the reason adjustments to transactions/trips shall be tied to but not change the original transaction.						
444	The Contractor shall provide the capability to make corrections, adjustments and reversals to transactions/trips while preserving the original transaction, including the original Transaction Date and amount. Any corrections, adjustments or reversals shall be tied to, but not change, the original transaction/trip.						
445	The Contractor shall provide the capability to properly disposition transactions/trips that are adjusted and/or reversed and are already in a Violation Notice stage.						
446	All corrections, adjustments and reversals shall be Posted to the current Revenue Date so as not to affect prior closed Revenue Dates.						
447	The Contractor shall provide the capability for full reversals of any type of transaction with a reason code (Configurable), preserving complete history.						
448	The Contractor shall provide the capability for partial reversals of any type of transaction with a reason code (Configurable), preserving complete history.						
449	The Contractor shall provide the capability to require that a reason code be entered for every adjustment and reversal.						
450	The Contractor shall provide the capability for multiple corrections, adjustments and/or reversals to be made on a single transaction/trip while preventing the sum of such corrections, adjustments and/or reversals to exceed the amount of the original transaction/trip.						

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451	The Contractor shall provide the capability to establish Courtesy Credit amounts (Configurable) by Courtesy Credit type. Courtesy Credits shall be used for toll charges only on the Authority's Toll Facility and are not refundable and are charged as an expense when issued to customers.						
452	The Contractor shall provide the capability to apply Courtesy Credits to accounts and require the entry of comments and reason assignment from allowable reason. The reason selected will determine how the expense is charged (transaction level or account level (50/50).						
453	The Contractor shall provide the capability to Authorized Users to configure all relevant parameters related to establishing role-based dollar amount thresholds for transactions that affect Authority's revenue, including but not limited to: · adjustments, · debits; · credits and · reversals.						
454	The Contractor shall provide the capability for Authorized Users to Post adjustments, credits and reversals up to their role-based threshold amount (Configurable).						
455	The Contractor shall provide the capability to establish a Case when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable) or not authorized for the particular action.						
456	The Contractor shall provide the capability to establish a Case for a higher-level of approval when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable). The Authorized User who Approved the transaction shall be recorded and associated with the transaction.						
457	The Contractor shall provide detailed tracking of individual adjustments, credits and/or reversals and categorize each separately.						
458	The Contractor shall provide a trip and/or transaction search and adjustment screen(s) where Authorized Users can enter the selection criteria, retrieve the transactions/trips and make bulk adjustments or reversals. This capability shall allow the selection of groups of transactions/trips to which the correction will apply and adjustment comments entered for the affected transactions/trips. The Authorized User shall be allowed to select/deselect specific transactions/trips within the group. For example, the Authority may require all trips/transactions that include a certain toll point between 2 a.m. and 5 a.m. on a specific date to be fully reversed or all transactions at that toll point to be charged \$1.00.						
459	The Contractor shall provide the capability to process adjustments and reversals that affect Interoperable Agency customers in accordance with the applicable Interoperable specifications and include these transactions/trips in the reconciliation reporting based on adjustment Posting Date (not original Transaction Date).						
460	The Contractor shall provide the capability to transfer transactions/trips (financial or tolls) to another account. For example, a check Posted incorrectly to an account gets reversed and re-Posted to the appropriate account.						
461	The Contractor shall provide the capability to adjust the eligibility for discounts and promotions when transactions are corrected, adjusted or reversed.						
462	The Contractor shall provide the capability to adjust discounts and promotions when transactions are adjusted, corrected or reversed.						

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1.4.7. Account Statuses							
	Account statuses determine how transactions/trips are processed and associated to accounts.						
463	The Contractor shall provide account statuses, including but not limited to:						
	· active (accounts in good standing);						
	· low balance (account below replenishment threshold – Credit Card has declined or cash account below threshold);						
	· delinquent (Registered accounts only – accounts that fall below the Insufficient Balance Threshold);						
	· collection (account information has been sent to the Collection Agencies);						
	· pending close (Registered accounts only – accounts scheduled to close remain in this status for a Configurable number of days to allow for final transactions/trips to clear) and · closed (closed accounts).						
464	The Contractor shall provide the capability to automatically, according to Business Rules, transition between account statuses.						
465	The Contractor shall provide the capability to set a different period of time (Configurable) before accounts automatically transition from pending close to closed based on the reason the account is to be closed.						
466	The Contractor shall provide capability for customer Notification (Configurable) when the account status changes.						
467	The Contractor shall provide the capability to use the account’s status in determining whether or not to Post a transaction/trip to the account. For example, only Post transactions to an account in active or pending close statuses.						
468	The Contractor shall provide the capability to automatically set an account to delinquent status once the account balance reaches below the Insufficient Balance Threshold or a Configurable number of days from the low balance notification.						
469	The Contractor shall provide the capability to automatically set accounts to pending close status upon a request to close the account and take automatic actions, including but not limited to:						
	· deactivate plates and vehicles on the account;						
	· deactivate transponders on the account and						
	· prorating of prepaid discount fees.						
470	The Contractor shall provide the capability to automatically age an account from pending close to closed status after a period of time (Configurable) and to take automatic actions, including but not limited to:						
	· removing payment methods on the account;						
	· assessing the appropriate fees;						
	· expiring promotion credits;						
	· processing the refund amount bringing the balance to zero and · processing the refund automatically based on criteria or approval.						
471	The Contractor shall provide the capability for capturing multiple levels of reason codes for an account closing at “pending close” time.						
472	The Contractor shall provide the capability for the reactivation (back to an active status) of an account in the pending close and closed statuses.						
473	The Contractor shall provide the capability to prevent transactions from Posting to closed accounts.						
474	The Contractor shall provide the capability for Authorized Users to add comments to closed accounts.						

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1.4.8. Account Flags							
	Account Flags are used to identify meaningful conditions and information about the account, its transactions/trips, vehicles, transponders and payment methods which are used to trigger a Notification or other actions and for reporting. During design, the Contractor shall describe the ways in which these types of information shall be identified to the customers and Authorized Users.						
475	The Contractor shall provide the capability to set and maintain Flags (Configurable) that can be displayed on accounts for issues related to the account, a license plate, or transponder on the account.						
476	The Contractor shall provide the capability to automatically set Flags on account based on conditions and events, including but not limited to:						
	· bad address;						
	· bad email address/no email address;						
	· bad phone number (for both calls and texts);						
	· account closed in Collections;						
	· account was not completely opened;						
	· account has debt which was written-off;						
	· account has debt which was written-off in Collections;						
	· account has an Investigative Review in process;						
	· account has an open refund request;						
	· no active vehicles;						
	· no active transponder (applicable only to FasTrak accounts);						
	· transponder in certain status, for example, lost or stolen (not applicable to Unregistered accounts);						
	· excessive toll at license plate level (not applicable to Unregistered accounts);						
	· temporary license plate;						
	· account is in pending to close status (not applicable to Unregistered accounts);						
	· account has an open Case;						
	· customer participates in a non-revenue Account Plan (not applicable to Unregistered accounts);						
	· customer enrolled in Account Plan (s) (not applicable to Unregistered accounts);						
	· Special Access Plan on the account or on a vehicle on the account (not applicable to Unregistered accounts);						
	· unresolved returned check;						
	· unresolved Credit Card decline on the account;						
	· at least one Credit Card marked by the BOS as bad (not applicable to Unregistered accounts);						
· at least one Credit Card is expired or is expiring within a number (Configurable) of days (not applicable to Unregistered accounts);							
· account has at least one suspended auto-replenishment method (not applicable to Unregistered accounts);							
· account has unpaid Violation(s) not applicable to Unregistered accounts);							
· account has debt in Collections;							
· one or more vehicles on the account has been placed on Registration Hold;							
· at least one license plate on the account has an unpaid Violation(s);							
· an Administrative Review has been scheduled for the account;							
· at least one Violation associated with the account has a Civil Judgement and							
· account was subject to Escheatment.							

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477	The Contractor shall provide the capability for Authorized Users to manually set account Flags, including but not limited to:						
	· high priority comment;						
	· bad phone number (for both calls and texts);						
	· bad address;						
	· do not accept checks for payment;						
	· inactive account;						
	· account needs to be referred to a supervisor;						
	· account holder is deceased and · CSC has been informed of account holder bankruptcy.						
478	The Contractor shall provide the capability to display all active Flags on an account upon accessing the account information.						
479	The Contractor shall provide the capability to automatically clear Flags based on criteria.						
480	The Contractor shall provide the capability for Authorized Users to manually clear Flags no longer applicable to an account.						
1.4.9. Transponders							
	There are different types of transponders, with each having a distinct purpose. The Authority may issue the types of transponders described below.						
	· Interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles.						
	· Breakable interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles because they are designed to break if removed after they have been applied to a surface.						
	· Three-position hard-case transponders (switchable) – are mounted on the inside of a vehicle’s windshield with mounting strips that allow a customer to switch between three Occupancy Setting modes.						
	· Exterior headlight transponders (non-switchable) – are clear stickers which are permanently affixed to the motorcycle’s or vehicle’s headlight.						
481	The Contractor shall provide for transponder statuses (Configurable), including but not limited to:						
	· inactive;						
	· valid and						
	· invalid.						
482	The Contractor shall provide the capability to manually change transponder statuses, such as when a customer calls to report a transponder has been stolen.						
483	The Contractor shall provide the capability to automatically change transponder statuses. For example, when a transponder that is in inventory with an inactive status is subsequently added to an account, the status changes to active.						
484	The Contractor shall provide the capability to track a transponder’s current status and status history.						
485	The Contractor shall provide the capability to automatically change the transponder status from valid to invalid for all transponders on an account when the account balance is equal to or below a balance (Configurable).						
486	The Contractor shall provide the capability to automatically change the transponder status from invalid to valid for all transponders on an account when the account balance is above a balance (Configurable).						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
487	The Contractor shall notify the customer when the transponder changes status.						
1.4.10. Incoming Customer Communication							
488	The Contractor shall provide the capability to track, store and electronically view all incoming customer contact-related information on all account types.						
489	The Contractor shall provide the capability to associate incoming customer communication with the account for all communication channels in accordance with the Security Standards, including but not limited to:						
	· phone;						
	· email (including attachments);						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· chat;						
	· text messaging;						
	· fax;						
490	mail and						
	in-person contact.						
490	The Contractor shall provide the capability to track and account for all incoming customer communication.						
491	The Contractor shall provide the capability for a CSR to upload a file and have it associated with an account, including but not limited to:						
	· an audio file from a recorded conversation;						
	· a PDF file, such as, an outbound email or mail piece and						
	· an image file, such as, a scanned document emailed by a customer.						
492	The Contractor shall provide the capability to view data files or play audio files associated with accounts.						
493	The Contractor shall provide the capability to scan incoming print communications and save the resulting image in the BOS. The Contractor's solution shall be robust, enterprise-level and integrated with the BOS and with capabilities including but not limited to:						
	· bulk scanning;						
	· indexing, sorting, collating;						
	· bulk demographic data entry and						
	· automatic assignment to accounts.						
	The Contractor shall provide the capability to categorize all incoming communication via drop-down menu options (Configurable), including but not limited to:						
	· application;						
	· account close request;						
	· account information change;						
	· administrative review request;						
	· Affidavit of Non-Liability;						
	· bankruptcy document;						
	· Clean Air Vehicle proof;						
	· complaint;						
	· contest notice;						

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494	· death certificate;						
	· dispute;						
	· divorce decree;						
	· financial hardship;						
	· general correspondence/inquiry;						
	· lease agreement;						
	· marriage license;						
	· other miscellaneous;						
	· payment;						
	· police report;						
	· proof that the vehicle was rental or leased vehicle;						
	· proof that the vehicle was sold/stolen;						
	· rental car agreement;						
	· returned mail – with forwarding address;						
· returned mail – without forwarding address;							
· sale documentation;							
· transponder request and							
· vehicle registration.							
495	The Contractor shall provide the capability to search for all incoming communication.						
496	The Contractor shall provide the capability to create a Case for each incoming communication piece scanned into the BOS. Each scanned communications piece will either initiate a new Case or be associated with an existing one, as determined by an Authorized User.						
497	Create a customer contact record for all automated customer contacts. For example, if the customer provides a new address and phone number, the BOS shall automatically create a contact record that says customer contacted the BOS via Self-Service Website to update address and cell phone number.						
498	The Contractor shall provide the capability to track contacts based on channel or contact reasons.						
499	The Contractor shall provide the capability to set and maintain customer contact attributes, including but not limited to:						
	· channels;						
	· date and time;						
	· actions;						
	· contact reasons;						
	· comments and · comment category.						
1.5. Image Transfer and Transaction/Trip Processing							
1.5.1. Transaction/Trip Transfer							
	The ETTM System captures transactions and images for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips and handles automatic and manual image review. The transaction/trip is created by the ETTM System. The ETTM System sends the full formed trip, associated transactions, image(s) and license plate data (if needed) to the BOS.						
500	The Contractor shall provide the capability to accept and store images related to transactions/trips, Violations, I-Tolls from the ETTM System in accordance with ICD.						

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501	The Contractor shall provide the capability for customers and Authorized Users to retrieve, view and print images related to transactions/trips, Violations and I-Tolls.						
502	The Contractor shall provide the capability to associate images with the related transaction/trip in the BOS based on information provided by the ETTM System.						
503	The Contractor shall provide the capability to transmit the status of image acquisition errors to the ETTM System Contractor and the PMMS.						
504	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.						
505	Reconcile and report transaction file discrepancies, errors and rejects by reason.						
506	The Contractor shall provide the capability to send and receive all data and files between the ETTM System and the BOS in compliance with the ETTM System Contractor's ICDs, and any updates made to them must meet the Requirements of the Statement of Work and Requirements.						
507	The Contractor shall provide the capability to support a list of ETTM Systems with which the BOS shall Interface to receive Transponder-Based and Image-Based Transactions. All received transactions/trips shall be verified against the list of ETTM Systems.						
508	The Contractor shall provide the capability to receive and maintain a listing of each Toll Facility's tolling points and lanes (including designation of direction) from which the BOS shall receive transactions/trips. All transactions/trips received shall be verified against the Toll Zone and lane (including designation of direction) listing for each Toll Facility.						
509	The Contractor shall provide the capability to receive and process Transponder-Based and Image-Based Transactions/Trips from each ETTM System.						
510	The Contractor shall provide the capability to validate the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the ETTM System meet the Requirements of the ICD.						
511	The Contractor shall provide the capability to validate the transactions/trips to ensure compliance to Interface Requirements and established parameters for each Toll Facility and identify errors and exceptions.						
512	The Contractor shall provide the capability to accept, but not Post to accounts or process further Transponder-Based and Image-Based Transactions/Trips that have failed the verifications and cannot be processed further as submitted for collecting tolls at the BOS. Such rejected transactions/trips include but are not limited to:						
	· transactions/trips are older than the established parameters;						
	· transactions/trips do not belong to Toll Facilities on the Toll Facilities list;						
	· transactions/trips do not belong to a Toll Zone on the Toll Facility list;						
	· internal transponder identification number is not valid;						
	· transaction/trip is a duplicate of a Posted Transponder-Based Transaction/Trip on the account;						
	· transaction/trip is a duplicate of a Posted I-Toll Transaction/Trip on the account;						
	· transaction/trip is a duplicate of a Violation transaction/trip on the account;						
	· transaction/trip was rejected by the Interoperable/CTOC Agency and						
· transaction/trip is not in compliance with the ICD.							
	The Contractor shall provide the capability to identify duplicate transaction/trip verification (Configurable) for each Toll Facility, based on various criteria, including but not limited to:						
	· Toll Facility;						
	· Toll Zone;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
513	<ul style="list-style-type: none"> · direction of travel; · lane; · transaction/trip time differential; · transaction/trip type; · account type; · license plate number and · transponder number. 						
514	The Contractor shall provide the capability to reconcile transmitted transaction/trip counts and errors by date sent to the BOS and Transaction/Trip Date and Time.						
515	The Contractor shall provide the capability to categorize failed transactions/trips into error codes and exception codes for reporting purposes.						
516	The Contractor shall provide the capability to accept and process corrected transactions/trips that have been previously rejected.						
1.5.2. Transmission Error Identification							
517	The Contractor shall provide the capability to send status of transaction/trip transmission and/or verification errors to the PMMS.						
518	The Contractor shall provide the capability to identify when the actual number of Transponder-Based Transactions/Trips and Image-Based Transactions/Trips received from an ETTM System is a percentage (Configurable) below the expected number for each Toll Zone and lane based on historical volumes and send an Operational Alert Notification to the PMMS.						
519	The Contractor shall provide the capability to identify when percentage (Configurable) of trips sent as image-based has increased compared to historical data and send an Operational Alert Notification to the PMMS.						
520	The Contractor shall provide the capability to identify when the actual number of images acquired is a percentage (Configurable) below the expected amount for each Toll Zone and lane and send an Operational Alert Notification to the PMMS.						
521	The Contractor shall provide the capability to create transmission failure Alerts based on parameters, including but not limited to missing plazas and delayed transactions by Toll Facility and transaction/trip type.						
522	The Contractor shall provide the capability to identify if there are missing images from a specific Toll Zone (Configurable number over a Configurable period of time) and send an Operational Alert Notification to the PMMS.						
523	The Contractor shall provide the capability (Configurable) to retry the acquisition of images for transactions/trips initially identified as not having images.						
524	The Contractor shall provide the capability to match the acquired image with its transaction/trip.						
525	The Contractor shall provide the capability to identify transactions/trips for which images were expected but are missing and generate an Operational Alert Notification to the PMMS if images are missing for more than a number of transactions/trips (Configurable) and after an amount (Configurable).						
526	The Contractor shall provide the capability to transmit the status of image acquisition errors to Authorized Users.						
527	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.						

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1.5.3. Interoperability							
	The Authority is already Interoperable with the other toll agencies in California. During the Implementation Phase and Operations and Maintenance Phase, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority intends to participate in regional and national Interoperability.						
	The BOS and the Interoperable/CTOC Agencies shall exchange files in accordance with the most current ICDs.						
528	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the latest WRTO/CTOC ICD. See Attachment A: WRTO and CTOC Technical Specification for Interagency Electronic Data Interchange for current ICD.						
529	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the Authority's Business Rules. The Contractor shall support Interoperable agencies that will be on different versions of the WRTO/CTOC ICD throughout the Term of the Agreement.						
1.5.3.1. OCTA Customers on Interoperable Agency Facilities							
	Customers who have an Active Registered account may use the Toll Facilities of Interoperable/CTOC Agencies. Transactions/trips generated on the Interoperable facilities will be transmitted to the BOS for processing and Posting to accounts. Interoperable/CTOC Agencies will receive disposition for each submitted transaction/trip in accordance with their individual Interoperable/CTOC Agency ICD. Images will not be provided by Interoperable Agencies. The BOS shall meet the following Requirements related to Transponder-Based Transactions/Trips and Image-Based Transactions/Trips submitted by Interoperable/CTOC Agencies.						
530	The Contractor shall provide the capability to create, transmit and exchange all data and files between the BOS and Interoperable/CTOC Agencies in compliance with the existing ICDs and any updates made to them to meet the Requirements of the Statement of Work.						
531	The Contractor shall provide the capability to receive and process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the Interoperable/CTOC Agencies.						
532	The Contractor shall provide the capability to validate that the Transponder-Based Transactions and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies meet the criteria for qualification, including but not limited to:						
	· Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies are Posted when the associated account and transponder were active;						
	· Transponder-Based Transactions/Trips and Image-Based Transactions/Trips meet the Requirements of the ICD and						
533	· Image-Based Transactions/Trips have a license plate number, Jurisdiction and Plate Type (if applicable), and the transaction occurred when the associated account and plate were active.						
	The Contractor shall provide transaction/trip disposition to Interoperable/CTOC Agencies for each submitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.						
1.5.3.2. Interoperable/CTOC Customers on Authority Toll Facility							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	Interoperable/CTOC Agency customers who have accounts at other Interoperable/CTOC Agencies may use the Authority's Toll Facility. These customers may create Transponder-Based Transactions/Trips and Image-Based Transactions/Trips. The BOS identifies such transactions as Interoperable/CTOC Transactions/Trips, validates such transactions/trips are in compliance with Interoperable/CTOC ICDs and transmits them to the Interoperable/CTOC Agency for processing and Posting to the appropriate accounts. The Authority may assess a Configurable 'roaming/hub processing fee' based on the transaction/trip type. Interoperable/CTOC Agencies will transmit the disposition for each submitted transaction/trip to the BOS in accordance with their individual Interoperable/CTOC ICD.						
	The BOS shall meet the following Requirements related to Interoperable/CTOC Transponder-Based Transactions/Trips and Image-Based Transactions/Trips.						
534	The Contractor shall provide the capability to receive and validate Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the ETTM System.						
535	The Contractor shall provide the capability to validate that the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips are in compliance with the Interoperable/CTOC ICDs.						
536	The Contractor shall provide the capability to, if configured, assess the appropriate 'roaming/hub processing fee' based on the transaction/trip type.						
537	The Contractor shall provide the capability to identify clean air vehicles and motorcycles for discounts from Interoperable/CTOC Agencies.						
538	The Contractor shall provide the capability to transmit Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to the appropriate Interoperable/CTOC Agency.						
539	The Contractor shall provide the capability to receive transaction/trip disposition from the Interoperable/CTOC Agencies for each transmitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.						
540	The Contractor shall provide the capability to invoice IOP, make payments to IOP and receive post payments from IOP, retain and aging of IOP receivables.						
1.5.4. Monitoring – Operations and System Performance							
	The Authority requires monitoring tools to effectively track and manage operations with the goals of optimizing efficiency, performance and customer service. The Authority requires clear visual and graphical representation of the workflow statuses and the provision of Alerts to identify backlogs and problems on a timely basis.						
541	The BOS shall provide pictorial representations (dashboard) of the BOS operations and performance, and Authorized Users performance and productivity at all stages of inbound customer contact points and operations process flow.						
542	The BOS shall provide Authorized Users the ability to customize and personalize their dashboard to display data elements selected by the user.						
543	The BOS shall provide user interface in real-time to review and be alerted to problems, exceptions, issues and variance from Performance Measures by means of conditional formatting.						
544	The BOS shall provide users with the capability to drill to the individual details and back-up information of any transaction/trip state, status or problem.						
545	The BOS shall provide user interface to establish various thresholds (Configurable) to monitor and assess BOS and operations performance in areas such as inbound calls, emails, chat, cases, transponder requests, etc.						

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546	The BOS shall generate automated notifications to the PMMS when specified deviations from established thresholds are detected within a user defined period of time (Configurable) and provide such notifications on the dashboard.						
1.5.5. Transaction/Trip Processing Lists							
1.5.5.1. Processing Exception List							
	The Processing Exception List is a list of license plates and transponders used to identify Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that require manual review and disposition prior to final processing due to known customer service and/or processing issues.						
547	The Contractor shall provide the capability to maintain a separate Processing Exception List of license plates and transponders for each Toll Facility.						
548	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Processing Exception List of license plates and transponders.						
549	All changes to the Processing Exception List shall require Authority Approval.						
550	The Contractor shall provide the capability for Authorized Users to enter effective start and end dates for each license plates and transponder.						
551	The Contractor shall provide the capability for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that are active on the Processing Exception List to not be processed by the BOS until manually reviewed and dispositioned.						
552	The Contractor shall provide the capability via a processing exception screen to review each transaction and image and either reintroduce the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for normal BOS processing or have them remain unprocessed.						
553	The Contractor shall provide the capability via a processing exception screen to review Transponder-Based Transactions/Trips and Image-Based Transactions/Trips multiple times before reintroducing them for BOS processing.						
554	The Contractor shall provide the capability for reintroduced Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to follow all of the applicable processing rules. For example, if the time process time threshold has been exceeded the normal dispositioning process would occur.						
555	All Transponder-Based Transactions/Trips and Image-Based Transactions/Trips subject to the processing exceptions shall be included in all applicable transactional and financial reporting.						
1.5.5.2. Plate Correction List							
	The Plate Correction List contains license plate numbers identified by the CSC Operations as being problematic based on customer disputes or QA processes and requiring analysis and correction by the ETTM System Contractor to prevent recurring issues.						
556	The Contractor shall provide the capability to provide a separate Plate Correction List for each Toll Facility.						
557	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Plate Correction List of license plates with all available plate information.						
558	The Contractor shall provide the capability for Authorized Users to electronically send the Plate Correction List to the ETTM System Contractor.						
559	The Contractor shall provide the capability to search for, retrieve and correct plates added to the Plate Correction List to avoid the same errors from occurring for transactions that are in process.						
1.5.6. Customer Validation and Transaction/Trip Posting							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	Upon the completion of the initial verifications and processing, the BOS shall attempt to Post the transactions/trips to accounts. The sequence in which the Posting occurs is determined during design.						
1.5.6.1. Transaction/Trip Posting - General							
	Generally, the toll rate assigned by the ETTM System is the rate that the customer is charged. On Express Lane facilities, the toll rate depends on the numbers of occupants in the vehicle. Some transponders have the ability to indicate the number of occupants in the vehicle depending on where the customer has set the switch. Account Plans, plate codes and transponder codes such as the Clean Air Vehicle or motorcycle may also affect the toll rate. During the Operations and Maintenance Phase, it is anticipated that the occupancy required to receive a discounted or \$0 toll rate will change (for example, from 2+ to 3+).						
560	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order and sequence in which transactions/trips are processed for Posting to the various account types.						
561	The Contractor shall use the Authority's Business Rules and existing hierarchy in developing the rules for Posting trips.						
562	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order in which the transactions/trips shall be processed and their final outcome, including but not limited to:						
	· type of the transaction/trip (Transponder-Based or Image-Based);						
	· the submitting Entity (Toll Facility, Authority or Interoperable/CTOC Agency);						
	· the presence of a transponder in the transaction/trip;						
	· account type;						
	· account status;						
	· the status of the transponder at the time of the transaction/trip and · the availability of an image.						
563	The Contractor shall provide the capability to store multiple transponders per transaction/trip and charge the transponder according to the rules.						
564	The Contractor shall provide the capability to transmit Interoperable Transponder-Based Transactions/Trips to Interoperable/CTOC Agencies to Post to the Interoperable/CTOC Agency accounts.						
565	The Contractor shall provide the capability to validate Transponder-Based Transactions/Trips and account type and support the processing order (Configurable) of transactions/trips with transponders, per Business Rules.						
566	The Contractor shall process the transaction as an Image-Based Transaction if a Transponder-Based Transaction/Trip cannot be Posted to an account, but it contains the license plate data, then depending on the reject reason. For example, if a Transponder-Based Transaction/Trip was rejected by an Interoperable/CTOC Agency due to insufficient funds on the account, then the transaction/trip can be processed as an Image-Based Transaction/Trip if an image is available.						
567	The Contractor shall provide the capability to reprocess transactions as Image-Based Transactions/Trips if Transponder-Based Transactions/Trips cannot be Posted to an account and are rejected by the BOS, in accordance with the processing order (Configurable) based on the reject reason.						
568	The Contractor shall provide the capability to validate the transaction/trip and account type and support the processing order (Configurable) of Image-Based Transactions/Trips per Business Rules.						

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569	The Contractor shall provide the capability to insert pauses, of durations (Configurable), in transaction processing within the transaction/trip processing sequence to allow for other interactions (for example, a grace period to allow customer to provide payment before a transaction is Posted to a rental car account or an Unregistered account).						
570	The Contractor shall provide the capability to configure whether payments are guaranteed for both Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for each Interoperable/CTOC Agency.						
571	The Contractor shall provide the capability to Post a Transponder-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.						
572	The Contractor shall provide the capability to Post an Image-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.						
573	The Contractor shall provide the capability to process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to an account based on date and time the transaction/trip was received by the BOS in First in First Out (FIFO) order.						
574	The Contractor shall provide the capability to attempt to Post a toll transaction/trip (OCTA or Interoperable/CTOC) that did not Post to the account initially at Configurable intervals for a Configurable amount of time.						
575	The Contractor shall provide the capability to Post tolls/trips based on the particular tolling location. For example, if the transponder has a non-revenue plan for a particular Toll Facility, then transactions/trips for that transponder are charged \$0.00 for transactions/trips on that Toll Facility.						
1.5.6.2. I-Toll Transaction/Trip Posting							
	Transponders sometimes fail to read when the customer uses the Toll Facilities. This results in the capture and processing of the customer license plate image by the ETTM System. An Image-Based Transaction/Trip along with the license plate image(s) and data is ultimately submitted to the BOS for processing. Accounts with a number of I-Tolls deemed excessive may be notified and those customers may be charged a fee.						
	The BOS identifies the license plate as belonging to the Authority or Interoperable/CTOC account and verifies that the Image-Based Transaction/Trip is eligible for Posting to the account as an I-Toll Transaction/Trip. An I-Toll shall be Posted to an account in accordance with Business Rules. For an Interoperable/CTOC account, an I-Toll shall be sent to the Interoperable Agency for processing only if the license plate is on the valid license plate file for the Transaction Date. Image(s) for I-Toll Transactions/Trips shall be retained by the BOS.						
576	The Contractor shall provide the capability to identify and Post I-Tolls belonging to the Authority or Interoperable/CTOC account based on a combination of factors, including but not limited to:						
	· the account status at the time of the transaction/trip;						
	· current account status;						
	· account open date;						
	· effective date and time range for the license plate on the account;						
	· Account Plans associated with the account, transponder or license plate;						
	· license plate number;						
	· license plate Jurisdiction;						
· license Plate Type;							
· license plate status;							

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	<ul style="list-style-type: none"> · license plate image; · whether the license plate was on the account at the time of the transaction/trip and · the account balance. 						
577	The Contractor shall store the image(s) associated with I-Toll Transactions/Trips.						
578	The Contractor shall provide the capability to check each time a license plate is added to a Registered account and when a license plate start date/time is changed and every day after until resolved to see if any Violations match that license plate and Post all applicable Violations to the account in accordance with Business Rules.						
579	The Contractor shall provide the capability to setup the parameters (Configurable) which trigger an Excessive I-Toll Notification.						
580	The Contractor shall provide the capability to set up the parameters (Configurable), which trigger the application of the Excessive I-Toll fee, including a grace period after a customer is notified.						
581	The Contractor shall provide the capability to apply the Excessive I-Toll fee in the future only when a percentage (Configurable) of monthly transactions are processed by plate.						
1.5.6.3. Toll and Discount Posted							
	The transactions/trips submitted by the ETTM System and the Interoperable/CTOC Agencies will contain multiple toll rates based on the Toll Facility or Interoperable/CTOC Agency, the type of facility and the transaction/trip type (listed below). Based on the Business Rules, the BOS shall apply the applicable discounts and charge the account the correct toll rate.						
582	The Contractor shall provide the capability to apply applicable discounts for Account Plans associated with the account, transponder or license plate to the Transponder-Based and Image-Based Transactions/Trips.						
583	The Contractor shall provide the capability to Post the appropriate toll and discounts to Transponder-Based Transactions/Trips and the Image-Based Transactions/Trips based on various conditions (Configurable), including but not limited to:						
	· type of transaction/trip received from the ETTM System, for example non-revenue;						
	· type of transaction/trip received from the Interoperable/CTOC Agencies;						
	· type of Toll Facility, for example Express Lanes;						
	· account balance;						
	· type of transaction/trip at the time of Posting (FasTrak, I-Toll or Violation);						
	· account type;						
· Flags on the account, for example Excessive I-Toll and							
· transponder and plate designators (CAV).							
1.5.6.4. Owner Identification							
	For those Image-Based Transactions/Trips that do not Post to an existing account or Interoperable/CTOC account, the registered owner name and address information for the vehicle (based on the license plate) needs to be obtained from DMV or ROV Lookup Provider sources.						
584	The Contractor shall establish a direct interface with the California Department of Motor Vehicles (DMV) to perform an ROV look up for each transaction with California license plates.						
585	The Contractor shall establish a direct interface with the Arizona, Oregon and Nevada Department of Motor Vehicles (DMV) to perform an ROV look up for any applicable trip.						

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586	The Contractor shall provide a ROV Lookup Service Provider to be used to perform an ROV Lookup for each transaction with license plates from all other States, the District of Columbia and the U.S. Government.						
587	The Contractor shall provide the capability to identify California temporary plates based on numbering sequence and other information provided by the DMV.						
588	The Contractor shall provide the capability to lookup temporary license plates issued by the California DMV utilizing a separate database for temporary plates.						
589	The Contractor shall provide the capability to obtain and store Vehicle Identification Number (VIN) for a temporary license plate and using the VIN, associate the temporary license plate to permanent plate to ensure only a single Unregistered account is created for the vehicle and that California DMV hold is placed on the permanent plate, if applicable.						
590	The Contractor shall provide the capability to manage addresses associated with Protected Plates agencies, which is the agency name returned from the DMV or ROV Lookup Provider for license plates of customers affiliated with federal, state or local agencies allowed to shield addresses. including but not limited to:						
	· allow Authorized Users to input, delete and update the addresses associated with Protected Plates agencies;						
	· electronically check against the Protected Plate data when a Protected Plate agency name is returned from the DMV or ROV Lookup Provider;						
	· automatically produce the Violation Notice with the Protected Plate agency address;						
	· allow the option for an Authorized User to review, edit and approve the Violation Notice prior to sending and						
591	· if there is no match for a Protected Plate agency, hold the Violation for a Configurable period of time and allow an Authorized User to manually enter an address when obtained and send.						
	The Contractor shall provide the capability to establish separate, ROV Lookup parameters (Configurable) to obtain the ROV, based on various criteria including but not limited to:						
	· whether the license plate is issue by a state which there is a direct DMV connection or through an ROV Lookup Service Provider;						
	· whether the license plate is a temporary plate (California only);						
592	· Flags on the account, for example if the account has a bad address Flag or ROV is stale, then ROV Lookup is performed at intervals (Configurable) until a new address is obtained and						
	· cost of ROV Lookup, for example if ROV Lookups are at no cost then perform lookup every time (possibly daily) when a Violation Notice is about to be issued for the license plate.						
592	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued because the Violation date is greater than the Configurable number of days old.						
593	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued based on Business Rules.						
594	The Contractor shall provide the capability to identify and manage Violations which have no match after ROV Lookup and allow for a Configurable number of days to attempt to obtain the ROV through other methods.						

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595	The Contractor shall provide the capability to view the transaction/trip and its associated image(s) and select the correct license plate registration information in the event there are multiple ROV matches returned by the ROV Lookup Service Provider for a particular license plate.						
596	The Contractor shall provide the capability to review the results and take appropriate action of partial ROV information matches and confirm the account that matches the ROV name and address.						
597	The Contractor shall provide the capability to automatically create an Unregistered account for the license plate using the ROV results if there is no match to an existing Registered or Unregistered account.						
598	The Contractor shall provide the capability to identify potential match to a Registered account based on name and address and notify the customer and add the plate and transactions.						
599	The Contractor shall provide the capability to review the transactions/trips where the registration information is not available. The BOS shall retrieve all images associated with the transactions/trips and make them available to the Authorized User for review. The Authorized User can take the following action on the transactions/trips, including but not limited to: · manually enter the ROV data and · correct the license plate data.						
600	The Contractor shall provide the capability to re-submit license plates for ROV Lookup a number of times (Configurable) and after a period of time (Configurable) if the license plate is returned from the ROV Lookup Service Provider with no match or an error. The configuration shall be based on the type of error and the status of the communications.						
601	The Contractor shall provide the capability, if there is no response for the ROV Lookup after the number of retries (Configurable), and license plate registration information cannot be obtained, to automatically set the transaction/trip to "Unknown DMV status".						
602	The Contractor shall provide the capability, if the ROV information cannot be obtained, Post the transaction to a Registered account if the transaction/trip also contained an OCTA transponder read.						
603	The Contractor shall provide the capability to automatically record, set and maintain the ROV Lookup source based on license plate Jurisdiction.						
604	The Contractor shall provide the capability to set the length of time (Configurable by Jurisdiction) before ROV information needs to be rechecked before the license plate registration information is considered stale and must be acquired again.						
605	The Contractor shall provide the capability to set the length of time (Configurable) before ROV information for temporary license plates needs to be rechecked individually to obtain the associated permanent license plate number.						
606	The Contractor shall provide the capability to retain all historical ROV Lookup information, including but not limited to: · source of license plate ROV data; · ROV data changes and · the date the data was obtained.						
1.5.6.5. Transfer of Responsibility							
	The California Vehicle Code provides for the registered owner of a vehicle to name another individual as the person responsible for toll evasion notices. In order to comply with this Requirement, the BOS will need to record the named responsible person and process applicable NTEV accordingly.						

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607	The Contractor shall provide the capability to transfer the responsibility to another party, including but not limited to:						
	· uploading supporting documentation;						
	· allowing for Authorized Users to enter the responsible party's name and address information for one or many Violation Notices;						
	· dismissing the Violation Notices (including applicable tolls and fees) for the original ROV;						
	· establishing an Unregistered account for the new ROV;						
	· issuing Violation Notice(s) as applicable to the new ROV and						
	· maintain history of the responsibility transfer activities.						
1.6. Registered and Unregistered Account Notifications							
1.6.1. Outgoing Notifications							
	The creation and sending of outgoing Notifications includes multiple distribution channels, such as electronic transmission (email, text), print and mail, and outbound phone calls. Notification management shall provide several methods of delivery and allow for configuring how each Notification item shall be delivered. All Notifications related to an account shall be associated with that account and Case, if applicable, in the BOS.						
	Alerts are normally Notifications that customers opt-in for so that they can be notified (usually by text or email) when their account needs attention or when activities occur on their account. Alerts can also be Notifications based on account events of which the Authority would like customers to be informed.						
	Notifications are sent using distribution channels, such as email, text, phone call and United States Postal Service (USPS) mail.						
	There are unique Notification items, for example, a Notice of Toll Evasion Violation, an insufficient balance letter or an email Notification that the customer's account has been replenished.						
	Each Notification item has criteria which triggers its generation. When an account meets specified criteria, the account qualifies for a specific Notification item. For example, an account qualifies for a Credit Card Expiring Notification one month before the Credit Card expiration date and an account qualifies for a Violation Notice after the ROV information has been obtained.						
608	The Contractor shall provide all outgoing Notifications with a standard look and feel and submit samples of all Notifications to the Authority for Approval, prior to distribution to customers.						
609	The Contractor shall provide a Notification management process regardless of the Notification item or the distribution channel used to send the Notification.						
610	The Contractor shall develop a communication matrix for configuring the Notifications and their allowable distribution channel. This matrix shall be Configurable and will change over the life of the Contract.						
611	The Contractor shall provide a process to automatically issue each Notification when the criteria in the Business Rules is met.						
612	The Contractor shall produce and deliver print Notifications to the USPS Monday – Friday.						
613	The Contractor or its Print/Mail House Service Provider (optional) shall produce and deliver the Notifications to the USPS within two (2) Business Days of the Notification meeting the Business Rules for generation.						
614	The Contractor shall produce and deliver all electronic or phone Notifications to the customer within one (1) Business Day of the Notification meeting the Business Rules for generation.						

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615	The Contractor is responsible for the quality and accuracy of the all Notification and shall review Notifications produced in-house or by its Print/Mail House Service Provider (optional), as the Contractor deems necessary to ensure accuracy of the notifications for complete addresses, correct information and Notification template/version and accurate dates.						
616	The Contractor shall provide the capability to automatically associate all outbound Notifications with the appropriate account and Case, if applicable.						
617	The Contractor shall provide the capability for customers to opt-in for Alerts and select the conditions that will result in the creation of Alerts. Customer shall have a choice of selecting the method in which they receive the Alert; a text or email.						
618	The Contractor shall provide the capability to automatically initiate customer Alert Notification based on account events, including but not limited to:						
	· an I-Toll was Posted to the account;						
	· Violation on license plate registered to customer's address on file;						
	· transponder order placed;						
	· transponder shipped;						
	· Credit Card expiry date within days (Configurable) of expiry;						
	· account balance an amount above Insufficient Balance Threshold (Configurable);						
	· daily account balance;						
	· payment Posted to account;						
	· returned check;						
· account auto-replenishment (Credit Card) failure/declined Credit Card;							
· an ACH transaction is rejected and							
· account changes (Configurable), such as the addition of a vehicle to the account or change of password.							
619	The Contractor shall provide the capability to automatically initiate customer communications and Notifications based on account events including but not limited to the following.						
	· account creation welcome letter/account profile;						
	· Excessive I-Toll threshold is exceeded;						
	· account auto-replenishment (Credit Card) failure/declined Credit Card;						
	· an ACH transaction is rejected;						
	· Credit Card update successful (from the Credit Card update service);						
	· Credit Card update failure (from the Credit Card update service);						
	· Credit Card is within a number of days (Configurable) from its expiration;						
	· Credit Card has expired;						
	· partial payment;						
	· temporary license plate expired;						
	· auto-replenishment suspended;						
	· auto-replenishment recalculation;						
	· returned check;						
	· account suspended;						
	· delinquent account second notice;						
· Warning of Registration Hold (Configurable to only send based on the amount of time since the delinquent Notification);							

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	<ul style="list-style-type: none"> · statement available; · postpaid invoice; · Notice of Toll Evasion Violation generated; · Notice of Delinquent Toll Evasion Violation generated; · Violation dispute accepted; · Violation dispute rejected by reason; · incomplete Affidavit of Non-Liability; · customer-initiated review-related Notification; · Administrative Hearing scheduled; · account balance level is below the Insufficient Balance Threshold; · account is flagged with a bankruptcy; · undeliverable mail; · undeliverable email; · bad phone (for both calls and text)/fax situation; · forgotten password, PIN or username and · account status changes (Configurable). 						
620	Distribute Notifications through distribution channels, including but not limited to: <ul style="list-style-type: none"> · mail; · email; · text messaging; · Self-Service Mobile Application push Notifications (Phase II and optional); · fax; · outbound CSR call by developing a list of calls to be made and · automated outbound call. 						
621	The Contractor shall provide the capability for electronic Notifications to be sent as the body of an email in a format (Configurable), including but not limited to text and HTML.						
622	The Contractor shall provide the capability for electronic Notifications to be sent as a link to the Self-Service Website in the body of an email.						
623	The Contractor shall provide the capability (Configurable) to define Notification type and size, for example, postcard or letter.						
624	The Contractor shall provide settings (Configurable) for distribution channel for each Notification item, including but not limited to: <ul style="list-style-type: none"> · Authority required distribution channel(s); · customer preference and · preferred address type for mailing, for example, home, business or ROV Lookup provided. 						
625	The Contractor shall provide the capability for a Notification item to be distributed using multiple distribution channels. For example, send the Notification to the customer's preferred distribution channel, which is email and by mail, based on the Authority's preference.						
626	The Contractor shall provide the capability to identify multiple Notifications that are generated for a customer and combine their mailing.						
627	The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest.						

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628	The Contractor shall provide the capability to validate the existing email address anytime a new email address is provided.						
629	The Contractor shall provide the capability to send manually-generated, bulk email Notifications.						
630	The Contractor shall provide the capability to send scheduled and ad-hoc, bulk text Notifications.						
631	The Contractor shall provide the capability to send scheduled and ad-hoc, bulk mail Notifications.						
632	The Contractor shall provide the capability to read, capture, and create the USPS Intelligent Mail Barcode on incoming and outbound mail.						
633	The Contractor shall provide the capability for Notifications to include images, graphics, and lists (for example, lists of license plates and/or transponders) as well as text.						
634	The Contractor shall provide standard templates for each Notification item.						
635	The Contractor shall provide the capability to add a barcode, scan line or Quick Response Code to each outgoing Notification piece (excluding text and email body copy Notifications) so the returned Notification can be scanned and automatically associated with the proper account and, if applicable, Case. The barcode shall be visible in the top of the envelope window so as not to interfere with the USPS but to be available to scan as returned mail without having to open the envelope.						
636	The Contractor shall provide the capability to add checksum digits to barcodes on Notices and other correspondence that will likely return to the BOS or Lockbox Service Provider (optional) or Collection Agency. Barcode readers shall be able to support such checksum on barcodes and the BOS shall validate it.						
637	The Contractor shall provide the capability to ensure historical Notifications associated with accounts do not change (maintain original form and content) regardless of any changes that are subsequently made to the template for that Notification item.						
638	The Contractor shall provide the capability to create and assign version numbers/dates to Notification templates.						
639	The Contractor shall provide the capability to manage/configure Notifications and their attributes according to Business Rules, including but not limited to:						
	· add new Notifications;						
	· deactivate Notifications;						
	· view and select for activation past versions of Notifications;						
	· criteria;						
	· frequency;						
	· escalation path;						
	· whether based on actual account balance or balance due (calculated);						
	· whether to send for third-party address look up;						
	· a variable due date based on the number of days (Configurable) until payment is due;						
	· a fixed date due (for example, monthly customer Anniversary Day);						
	· number of days until action must be taken;						
	· the number of days between the due date and escalation to the next Notification level;						
	· number of days between the creation date and issue date;						
· a fixed issue date (for example, monthly customer Anniversary Day);							
· the number of Business Days between the due date and escalation to the next Notification level;							
· number of Business Days between the creation date and issue date;							
· number of times to resend;							

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	<ul style="list-style-type: none"> · number of days before the Notification is resent; · whether or not to resend or reissue if a new address is received; · whether to escalate but not print if address is marked 'bad'; · allowable distribution channel(s); · distribution channel escalation; · number of days from the mailing of the dispute reject letter to extend the Violation Notice payment date; · eligible address type, for example, Notice of Toll Evasion Violation must be mailed to the ROV's address as provided by the ROV Lookup source; · address source priority, for example, mail to the ROV Lookup address and if that piece is returned with a forwarding address then use forwarding address; · Notification response address, for example, some Notifications may require that payment go to the Lockbox Service Provider (optional) while others require response be sent to the BOS; · Notification return address, for example, some Notifications may use the return address of the Collection Agency while others will use the mail house address; · Notification quality review sample size and · whether Notification quality review and approval is required. 						
640	The Contractor shall provide the capability for Notification to have a mailing date match the actual mail date of the USPS on the Notification. For example, if quality review activities and printing take two days, then the issue date would be two (2) days later than the date that the Notification was created.						
641	<p>The Contractor shall provide the capability for Authorized Users to view all versions of each Notification item (including those items that have been modified), including but not limited to:</p> <ul style="list-style-type: none"> · date modified; · version number; · Authorized User who made the modification(s) and · samples of the Notification as it looked in all previous versions. 						
642	<p>The Contractor shall provide the capability to select a Notification target audience, for either pre-developed or ad-hoc Notification, using criteria including but not limited to:</p> <ul style="list-style-type: none"> · use of a particular Toll Facility (overall or by direction); · use of a particular Toll Zone (overall or by direction); · use of a particular Toll Facility or Toll Zone during a specified period of time; · use of a particular payment method; · transactions/trips by time period; · transactions/trips by ZIP code; · transactions/trips by Vehicle Type; · transactions/trips by account type; · transactions/trips by Account Plan; · transactions/trips by transponder type; · recipients of Notice of Toll Evasion Violation issued for selectable Toll Facility use; · recipients of Notice of Toll Evasion Violation issued for selectable time periods and · recipients of Notice of Toll Evasion Violation issued for a combination of selectable Toll Facility use and selectable time period. 						

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643	The Contractor shall provide the capability to view and Approve Notifications prior to distribution to the customer.						
644	The Contractor shall provide the capability to email, send to the Print/Mail House Service Provider (optional) for printing and mailing or reprint at a local printer any Notification directly from the account, Case or Notification search screens. For example, the customer called about a Case and requests that the CSR resend the letter by email to the customer. The CSR is in the Case and clicks to resend the letter to the provided email address.						
645	The Contractor shall design the Notifications to meet all criteria for receiving the lowest postage rate.						
646	The Contractor shall employ bulk mail rates and other mailing economies, including, the capacity for pre-sorting mail by zip code and USPS Intelligent Mail Barcode to ensure the most cost-effective postage rates are obtained.						
647	The Contractor shall provide all postage meters and establish all post office boxes needed for customer communications.						
648	Outgoing mailed Notification materials shall use the following materials:						
	· all mailed Notifications - 24lb paper;						
	· all mailed Notifications up to 3 pages - #10 window envelope;						
	· all mailed Notifications 4- 9 pages – 6"x 9" envelope;						
	· all mailed Notifications 10 or more pages – 9"x 12";						
· the non- Authority provided flyer - a single 8.5" x 11" piece of paper and							
· all return envelopes - #9 window envelopes.							
649	All Notifications printed in color shall use two colors.						
1.6.1.1. Print/Mail House Service Provider (optional)							
	The use of a third-party Print/Mail House Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.						
650	If the Contractor elects to use a third-party Print/Mail House Service Provider (optional), the selected third-party Print/Mail House Service Provider shall be located in and mailing the Authority's Notifications from the State of California.						
651	The Contractor shall provide the capability to resend any files rejected or not received by the Print/Mail House Service Provider and update the Notifications with new mail and due dates as applicable.						
652	The Contractor shall provide the capability to transmit fully created Notification items for printing and distribution to the Print/Mail House Service Provider, if utilized, for example, in Adobe PDF or XML format.						
653	The Contractor shall provide the capability to transmit Notification items as a data file for printing and distribution to the Print/Mail House Service Provider, if utilized.						
1.6.1.2. Notification Tracking, Distribution and Returned Mail Processing							
654	The Contractor shall provide the capability to track the USPS Intelligent Mail Barcode Notification delivery response for each individual Notification.						
655	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS if reconciliation from the Print/Mail House Service Provider (optional) has not been received in a specified amount of time (Configurable).						
	The Contractor shall provide the capability to assign a status to each individual Notification, including but not limited to:						
	· qualified;						

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656	<ul style="list-style-type: none"> · in quality review; · sent to Print/Mail House Service Provider (optional); · acknowledged by the Print/Mail House Service Provider (optional); · distributed; · undeliverable and · reissued. 						
657	<p>The Contractor shall provide the capability to create a Notification record for each Notification generated, including but not limited to:</p> <ul style="list-style-type: none"> · distribution channel; · date the account qualified to have that Notification generated; · date the Notification was generated; · date the Notification was sent to the Print/Mail House Service Provider (optional); · due date (if applicable); · date the Notification was printed; · date the Notification was mailed; · date the Notification was identified as undeliverable and · date the Notification was reissued, for example, if a Notification is returned with a forwarding address, a new Notification is sent to the new address. 						
658	The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest based on the address selection hierarchy (Configurable) for the Notification item.						
659	The Contractor shall provide the capability to automatically associate and store a copy of the Notification with the account upon successful mailing of the Notification as verified and provided by the BOS or Print/Mail House Service Provider (optional).						
660	The Contractor shall provide the capability to process returned mail and enter a new address, if notified by the Print/Mail House Service Provider (optional) or the USPS.						
661	The Contractor shall provide the capability to process returned mail and mark the address as undeliverable if notified by the Print/Mail House Service Provider (optional) or the USPS.						
662	The Contractor shall provide the capability to process returned mail in bulk and mark the address as undeliverable if notified by the Print/Mail House Service Provider (optional) or the USPS without having to access each account and individual Notification in BOS. For example, by scanning the Notification barcode into a BOS form for an entire batch of returned mail.						
663	The Contractor shall provide the capability to Flag returned mail as undeliverable and Flag the address as bad.						
664	The Contractor shall provide the capability to prevent Notifications from being escalated and sent to addresses marked as undeliverable or to continue to escalate and generate such Notifications but not print them (Configurable).						
665	The Contractor shall provide the capability for an Authorized User to initiate a manual Skip Tracing process on an individual record.						
666	The Contractor shall provide the capability, when a mailing address is found to be bad, to automatically perform Skip Tracing and add the acquired mailing address or other contact information to the account and identify the source of the address as Skip Tracing.						

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667	The Contractor shall, if a new address was provided, automatically mark the returned Notification as returned and generate a new Notification with new dates as applicable. Escalation dates, if applicable, in the BOS shall be updated based on the new Notification dates.						
668	The Contractor shall provide the capability to manually select Notifications to be re-sent, for example, when a new address has been provided and manually entered.						
669	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable mail situation by using a different distribution channel (Configurable).						
670	The Contractor shall provide periodic checks for bad (bounced) emails and mark them as undeliverable after a number of failed delivery attempts (Configurable).						
671	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable email situation by using a different distribution channel (Configurable).						
672	The Contractor shall provide the capability to mark phone (for both calls and text) and fax numbers as bad after a number of failed contact attempts (Configurable).						
673	The Contractor shall provide the capability to send a Notification to a customer regarding a bad phone (for both calls and text)/fax number situation by using a different distribution channel (Configurable).						
1.6.2. Registered Account Statements, Postpaid Invoices and Violation Notices – General							
	Statements – statements are generated for customers with Registered accounts, which customers can choose to receive by mail or email, or they can access statements online or via a mobile device.						
	Postpaid Invoices – if the Authority elects to offer postpaid accounts, those customers will receive an invoice on their Anniversary Day listing each transaction/trip for the billing cycle. If a postpaid account has no new transactions or other financial activity for a billing cycle, the customer will not receive an invoice. Non-payment of the first invoice shall result in the generation of a late invoice with additional fees. Non-payment of the late invoice shall result in the account being flagged as delinquent. The postpaid account shall continue to receive invoices for subsequent transactions/trips and delinquent debt may be placed in Collections. At such time each unpaid transaction/trip identified by the users will be considered a Violation and the customer shall receive a Notice of Toll Evasion Violation with each unpaid transaction.						
	Violation Notices – issued in accordance with the California Vehicle Code (CVC) and Authority Business Rules.						
674	The Contractor shall provide the capability to determine the account Anniversary Day, based on account type, including but not limited to:						
	- account type;						
	- account creation date;						
	- date of first transaction and - date of initial invoice.						
675	The Contractor shall provide the capability to generate the statements on the Anniversary Day even if the account has no transactions/trips and other financial activity for the current statement cycle (Configurable).						
676	The Contractor shall provide the capability to generate the invoices on the Anniversary Day only if there are unpaid transactions/trips or other financial activity on the account that have not appeared on an invoice (Configurable).						

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677	The Contractor shall provide the capability to automatically change the Anniversary Day when a new invoice is issued in place of an old invoice that is canceled. For example, if an invoice is issued on 1/5 and then returned by the USPS on 1/10, then reissued 1/15, reset the Anniversary Day from 1/5 to 1/15 to give the customer enough time to pay the 1/15 invoice before sending the next one.						
678	The Contractor shall provide the capability to generate the appropriate type of correspondence (statement, invoice), based on the account type, and account balance on the Anniversary Day or during the billing cycle.						
679	The Contractor shall provide the capability (Configurable) to set and maintain statement, invoice and Violation Notice generation parameters, including but not limited to:						
	· type of correspondence based on account type, such as a Registered account receives a statement and Unregistered (violation) account a receives Violation Notice;						
	· whether to include multiple Violations on a single notice by number of days since first transaction or number of transactions;						
	· date when statement is generated, such as fixed end of the month for all accounts, any fixed date within a month or Anniversary Day;						
	· type of statement, invoice, such as monthly, quarterly, annual;						
	· delivery channel, such as electronic or mail;						
	· acceptable payment methods;						
	· acceptable payment channels;						
680	The Contractor shall provide the capability to generate each type of statement, invoice and Violation Notice based on, including but not limited to:						
	· rolling Anniversary Day;						
	· fixed day;						
	· number of days from transaction (Configurable);						
	· customer specified day of the month;						
	· dollar amount threshold;						
	· number of transactions/trips;						
	· fixed time period;						
681	The Contractor shall provide the capability for distributing statements, suppressing the delivery of statements and assessing statement fees (if applicable) based on the following, including but not limited to:						
	· account type;						
	· Flag on the account. For example, accounts with USPS Coding Accuracy Support System (CASS™) lookup failure or bad address shall not be mailed a statement;						
	· delivery channel and						
	· delivery status. For example, if a statement fails CASS™ for address lookup, the fee shall not be charged.						

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682	The Contractor shall provide the capability (Configurable) to utilize various addresses on the account for mailing statements, invoices and Violation Notices.						
683	The Contractor shall provide the capability to generate statements, invoices and Violation Notices manually, such as when specifically requested by the customer, in any format available for BOS-generated Notifications. Applicable fee(s) shall be charged for those statements.						
684	The Contractor shall provide the capability to balance the generation of statements, invoices and Violation Notices over a period of time, based on volume.						
685	The Contractor shall provide a numbering methodology for invoices, Violation Notices and accounts for the purposes of proper lifecycle documentation, reporting, adjudication and customer service.						
1.6.3. Customer Statements – Registered Accounts							
	Account statements for Registered accounts are generated monthly/quarterly as selected by the customer and as allowed by the Business Rules on the date Configured in the BOS.						
686	The Contractor shall provide the capability to generate Registered account statements that detail all account activity, including but not limited to:						
	· prior balances on the account;						
	· toll transaction/trip activity on the account (posting date, entry/exit location, date, and time, toll amount);						
	· payments on the account (replenishment and one-time payments);						
	· adjustments and credits;						
	· discounts and rebates;						
	· other financial activity on the account;						
	· addition of transponders and purchase of inventory items;						
	· account status;						
687	Registered account statements shall list individual transactions that Posted to the account, including but not limited to:						
	· Transponder-Based Transactions/Trips that Posted to the account by transponder and						
	· I-Toll Transactions/Trips that Posted to the account by license plate.						
688	The Contractor shall provide the capability to include customer communication inserts along with customer statements based on user selected criteria, for example zip code and account type.						
1.6.4. Customer Invoices – Postpaid Accounts							
	Most Authority customers are required to maintain a prepaid account balance in order to avoid Violations. In the future, the Authority may enter into postpaid agreements with customers which will permit the use of the Authority's Toll Facility without a prepaid balance. Under this circumstance, the BOS shall periodically bill customers for usage in accordance with the following Requirements.						
689	The Contractor shall provide the capability to support account-based invoicing on postpaid accounts, where the monthly invoice reflects the license plate and transponder transactions that Posted to the account during the billing cycle.						
690	The Contractor shall provide the capability to generate a late invoice which include applicable fees if the first invoice is not paid in full by the payment due date.						

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691	The Contractor shall provide the capability to Flag the postpaid account as delinquent and generate an Operational Alert Notification if the late invoice is not paid in full by the payment due date.						
692	The Contractor shall provide Authorized Users the capability to suspend a delinquent postpaid account at which time. all subsequent transactions/trips on the account are considered Violations.						
693	The Contractor shall provide the capability to initiate the delinquency process once the account is suspended on the unpaid transactions/trips which includes generation of Violation Notice and escalation of the delinquent balance on the account to Collections.						
694	The Contractor shall provide the capability to generate postpaid invoices that fully detail all activity, including but not limited to:						
	· prior balance;						
	· current charges;						
	· payments;						
	· adjustments;						
	· detailed listing of all transponder transactions/trips on the account;						
695	The Contractor shall provide the capability (Configurable) to set and maintain invoice generation and transaction aging parameters, including but not limited to:						
	· invoice generation and aging timeline, for example, generate the monthly invoice thirty-days from the Anniversary Day, and amount owed is considered past due and eligible for delinquency process if not paid within five-days of the due date;						
	· account suspension parameters, for example, if account is not suspended by a user within number of days (Configurable) of it being delinquent then BOS shall suspend the account;						
	· number of invoices to issue before account is considered delinquent;						
	· grace period for aging unpaid invoices on an account, for example, a five-day grace period is applied before a late invoice is generated for an unpaid invoice;						
	· eligibility criteria, for example, if customer has at least one (Configurable) un-invoiced toll transaction/trip or other Financial Transaction within the billing cycle then generate a monthly invoice;						
	· aging thresholds and values, for example, if the past due amount on the account is more than \$5.00 and is more than thirty days past due then late fee is assessed;						
	· payment thresholds based on underpayment amount for each status or workflow stage, for example, if invoice is underpaid by less than \$0.25, then the amount owed on the invoice is considered closed and						
696	The Contractor shall provide the capability at each status or workflow stage to perform the following actions, including but not limited to:						
	· identify the transactions/trips that are eligible for invoicing;						
	· add applicable fees;						
	· add applicable advisory language;						
	· generate next invoice for the time frame established and						
	· transmit the invoice to the customer.						

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697	The Contractor shall provide the capability to enter a forwarding address obtained from returned mail communicated via Interface from an external vendor or manually input, which will result in the re-issue of the monthly invoice and its associated transactions/trips into the transaction aging process. The re-issued invoice shall have a new issue date and a new due date.						
1.6.5. Violations Notification							
	Violators receive a Notice of Toll Evasion Violation when their Violations are eligible for Notification. A Notice of Toll Evasion Violation referred to as Violation Notice may have multiple Violations on the notice where each unpaid transactions/trip is assessed penalties or may only have one Violation per notice. Each Notice of Toll Evasion Violation will contain transaction(s)/trip(s), as well as a fee amount, a penalty, and other information as required by the California Vehicle Code.						
	Violation Noticing and escalation is divided into the following stages:						
	· Noticing – In this stage violators are notified of their Violation(s) when the unpaid transactions/trips escalate to Violations. The Notice of Toll Evasion Violation will list the Violation(s) that occurred during the Configurable time period with each Violation showing the toll amount, the fee amount and the penalty due. Failure to pay the Notice of Toll Evasion Violation within the timeline will result in the escalation of the Violation(s) and the generation of Notice of Delinquent Toll Evasion Violation. Each Violation may be assessed additional fees/penalties.						
	· Registration Hold – If the Violation(s) on the Notice of Delinquent Toll Evasion Violation remains unpaid past the payment due date, the Violation(s) are eligible for a Registration Hold. Currently Registration Holds are only placed for vehicles registered in California.						
	· Tax Intercept –Unpaid Violations may be sent to the California Franchise Board for collection through the Tax Intercept Program.						
	· Collections – Unpaid Violations may be sent to a third-party Collection Agency. The Contractor may be required to send a pre-collection letter using updated information from the Collections Agency.						
1.6.5.1. Violator Notifications							
698	The Contractor shall, based on the Violation Notice eligibility criteria, per the Business Rules, provide the capability to perform Violation Notice, including but not limited to:						
	· first level Notice or the Notice of Toll Evasion Violation;						
	· escalate to second level Notice or Notice of Delinquent Toll Evasion Violation, and						
	· Registration Hold warning and pre-collections Notice, if eligible.						
699	The Contractor shall provide the capability to process Image-Based Transactions/Trips through the Violation process, per the Business Rules, including but not limited to:						
	· verify that the Configurable time frame for making a payment has passed;						
	· convert the Image-Based Transactions/Trips to a Violation by assessing the applicable fees and penalties;						
	· verify that no Internal Review, Administrative Hearing or Superior Court Appeal has been requested;						
	· verify that there is no account hold (occurs when there is a Case that requires the CSR to investigate the violator account and all Violation workflow events are suspended) on the Violations;						
	· verify that there is no account hold on the Notice;						
	· verify that there is no account hold on the account;						
	· verify that license plate is not on an account that has account balance above the Insufficient Balance Threshold;						

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	<ul style="list-style-type: none"> · verify that the required number of Violations are open; · verify that the Notice is open; · verify that the payment due date has passed; · verify that the Configurable payment mailing/processing grace period has passed; · verify that the Violations are eligible for escalation to a Notice; · verify that the Notice is eligible for the next level of noticing; · escalate the Notice to the next level; · add applicable penalties and · notify the violator of the escalated Notice. 						
700	<p>The Contractor shall provide the capability for a CSR to manage all Notices on the account, including but not limited to:</p> <ul style="list-style-type: none"> · list all open Notices on the account; · view all open Notices on the account; · re-print any Notice; · view all open Notices by escalation level; · view selected Notices; · view all closed Notices; · view all closed Notices by escalation level; · process Notice payments; · process Violation payments; · dismiss an open Notice; · dismiss fees and/or penalty on a Violation but never the toll amount without the approval of an Authorized User with the authority to dismiss tolls; · dismiss Violations within an open Notice; · process Violations for Posting to a customer's transponder or Registered License Plate account; · process Violations for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list and · process other Flagged Violations on the license plate for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list. 						
701	<p>The Contractor shall provide the capability to establish a "sinner to saint" program where part or full amount of the fee and/or penalty is credited to the account as a toll credit. The "sinner to saint" program is offered to violator that meet certain criteria including but not limited to:</p> <ul style="list-style-type: none"> · first time violator and · less than a Configurable number of Violations. 						
702	<p>The Contractor shall provide the capability to offer violators an "early bird special" a Configurable percent reduction in fee and penalty amounts are made if the violator makes an early payment. The "early bird special" program shall be made available to all Violation payments or the first time the violator gets a Violation Notice (Configurable).</p>						
703	<p>The Contractor shall provide the capability to Configure the BOS to support Notice-based Violation escalation, for example if first level Notice is not resolved within the timeline established, then the first level Notice is escalated to the second level Notice that reflects only the outstanding balance on the first level Notice plus additional penalties per unpaid Violation, even though the account may have additional Violations.</p>						

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704	The Contractor shall provide the capability to dismiss selected individual Violations on a Notice and prevent their escalation, while allowing the remaining Violations/Notice to escalate.						
705	The Contractor shall provide the capability to place a Notice on account hold and enter the account hold reason at any escalation level. When an account hold is placed, the Violation aging process is suspended.						
706	The Contractor shall provide the capability to place selected individual Violations on hold at any escalation level, including Violations that are not on a Notice.						
707	The Contractor shall provide the capability to prevent the aging and escalation of Violations and Notices that are placed on account hold.						
708	The Contractor shall provide the capability to continue processing the Violations and Notices a Configurable number of Calendar Days after an account hold is released.						
709	The Contractor shall provide the capability to restart the Violation aging timeline a Configurable number of Calendar Days after the issuance of the dispute rejected Notification.						
710	The Contractor shall provide the Configurable capability to automatically initiate multiple escalations on a Notice at the same time based on the type of license plate, for example initiate a vehicle Registration Hold and escalate the Notice to Collections if the license plate was issued in a Jurisdiction that permits concurrent Registration Hold and Collections.						
711	The Contractor shall provide the capability to process Violations for the rental car license plate transactions/trips with the same license plate number and within the same renter's rental period, per the Configurable Business Rules.						
712	The Contractor shall provide the capability to identify Unregistered accounts that qualify as "repeat violators" on a Configurable basis based on Business Rules including but not limited to:						
	· number of open Violations on the account;						
	· no ROV information obtained;						
	· outstanding balance on the account and						
	· total number of Violations on the account for a given time period.						
713	The Contractor shall provide the capability to assess additional penalties on Violations/Notices on Unregistered accounts that are Flagged as repeat violator.						
714	The Contractor shall provide the capability to transmit the license plate data of repeat violator to the ETTM System at Configurable intervals to support manual enforcement of repeat violators.						
715	The Contractor shall provide the capability for Authorized Users to force selected Notices from one escalation level to another and by-pass the eligibility criteria.						
716	The Contractor shall provide the capability to configure and maintain Violation Notice parameters for each escalation level, including but not limited to:						
	· the minimum number of Violations over a Configurable period of time to initiate a Violation Notice;						
	· the aging timelines for escalation of Notices, for example the timeline for escalating from a first level Notice to a second level Notice if the Notice is not paid or dismissed;						
	· the penalties assessed on individual Image-Based Transaction/Trip;						
	· the individual Notice level penalties;						
	· maximum penalty that can be assessed on individual Image-Based Transaction/Trip and account;						
	· the Notice underpayment percentage thresholds to prevent escalation;						
	· the Notice underpayment amount thresholds to prevent escalation;						

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	<ul style="list-style-type: none"> the maximum Notice amount to be paid to by-pass an escalation level; the maximum number of Violations on the Notice to halt escalation; the maximum amount due on a Notice to halt escalation; allowable "sinner to saint" offers for violators who establish Registered accounts and allowable "early bird special" offers. 						
717	The Contractor shall provide the capability to automatically advance to the proper Notice processing screen when the Notice barcode is read via the barcode reader.						
718	The Contractor shall provide the capability to escalate or place on hold the Notices Flagged as 'bad address' as defined by the Business Rules.						
719	<p>The Contractor shall provide the Configurable capability to process Notices if a good address is subsequently found for a Notice or account that is Flagged as a 'bad address' based on the escalation level, including but not limited to:</p> <ul style="list-style-type: none"> retain the new address; reissue the Notice to the new address, for example if it is a second level Notice then the second level Notice is reissued to the new address with a new due date and reintroduce the Notice and its associated Violations into the Violation workflow at the appropriate place, per the Business Rules. 						
720	<p>The Contractor shall provide the capability to process Violation against a home account or Interoperable/CTOC Agency per the Business Rules, including but not limited to:</p> <ul style="list-style-type: none"> Post the Violation transactions/trips; Post the transaction/trips at the appropriate toll rate; dismiss part of the fees or the whole fee amount; dismiss part of the penalties or the whole penalty amount; pay the fees and pay the penalties. 						
721	<p>The Contractor shall provide the capability to identify and retrieve Violation related records into a search results grid, including but not limited to:</p> <ul style="list-style-type: none"> Violation ID number; Notice ID number; location of Violation; license plate number; license Plate Type; license plate Jurisdiction; customer name; customer address; transaction/trip date range; user ID; phone numbers; email addresses; Violation escalation status; account Flags (for example Notice on hold); address type; bad address; 						

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	<ul style="list-style-type: none"> Violation disposition reason; Violation disposition statuses (for example paid); payment receipt number; comments and Alerts. 						
722	The Contractor shall provide the capability to drill down from the final open or closed escalated Notice to the related previous Notices.						
723	The Contractor shall provide the capability to drill down from the current Notice that is open to the related Violations and images.						
724	The Contractor shall provide the capability to generate an on-demand Violation Notice and activity statement based on various, Configurable selection criteria that shows the history of Violations, including but not limited to:						
	<ul style="list-style-type: none"> all related Notice ID number(s); all individual Violations; payments made; adjustments made; related disputes and results; Violation dismissals; settlements that closed Violations; history of holds placed on Notice; current status of Notice and current status for each Violation. 						
725	The Contractor shall provide the capability to generate an on-demand summary violator account statement based on various, Configurable selection criteria that shows the history of the account, including but not limited to:						
	<ul style="list-style-type: none"> number of Notices on the account by escalation; all related Notice ID number(s) and current status; all individual Violations and current status; payments made; adjustments made; related disputes and results; Violation dismissals and reason; Notice dismissals and reason; settlements that closed Violations; history of holds placed on Notices; current status for each Notice and current status for each Violation. 						
726	The Contractor shall provide the capability to generate a detailed violator account statement based on various selection criteria that shows the history of the account, including but not limited to:						
	<ul style="list-style-type: none"> listing of all Notices on the account and their escalation status; listing of all disputes on the account that were accepted and rejected; payments made against the Notices; listing of all Violations closed due to dismissals; 						

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	· listing of all Violations closed due to settlements and · listing of all account holds or Flags on the account.						
727	The Contractor shall provide the capability to attach the generated Statement to the account and make it automatically available through the account history.						
1.6.5.2. Registered Account Violators							
	When a prepaid Registered account's balance reaches an Insufficient Balance Threshold and all replenishment attempts have failed or when a postpaid, Registered account's invoice is past due, future transactions are Violation transactions/trips and Unregistered accounts are established. Registered account holders usually resolve any account issues bringing the account balance back to good standing so an approach that easily resolves Violations in such situations must be provided along with a method to inform customer of outstanding Violations for plates on their account.						
728	The Contractor shall provide the capability to associate the Unregistered account(s) and Violations created for vehicles on a Registered account while maintaining the privacy of all account holders (both Registered and Unregistered).						
729	The Contractor shall provide the capability to inform Registered account holders of outstanding Violation on vehicles registered to their account while maintaining the privacy of all account holders (both Registered and Unregistered).						
1.7. Payment Processing							
1.7.1. Payment Processing – General Requirements							
730	The Contractor shall utilize the Authority's Bank Accounts in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement, in Section 1.14.3.						
731	The Contractor shall comply with the California Civil Code Section 1747.08 related to personal identification laws.						
732	The BOS shall initiate Credit Card payments with the Merchant Service Provider(s) that will process the electronic payments and deposit funds in the Bank Accounts provided by the Authority in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement, in Section 1.14.3.						
733	The Contractor shall comply with PCI and all applicable merchant card association agreements and other applicable regulations for the exchange of Credit Card payments.						
734	The BOS shall accept payments through all commercially-available payment methods, including but not limited to: cash, check, money order, certified check, cashier's check, ACH and Credit Card.						
735	Certain payment methods, such as cash, EMV chip integrated circuit card and mobile contactless NFC shall be accepted only at WICs.						
736	The BOS shall accept payments through its agreements with Lockbox Service Provider (optional) and Collection Agency.						
737	The Contractor shall implement appropriate controls to ensure the security of payment transactions, including controls over cash, checks and customer Credit Card information. These controls shall be PCI and GAAP compliant and meet the requirements for a Statement on Standards for Attestation Engagements (SSAE)-18 Type II Audit.						
738	Credit Card and ACH information shall be tokenized and the information shall be stored by a certified 3rd party processor. The 3rd party processor(s) may also be the Contractor-provided Merchant Service Provider and/or another Contractor-provided certified 3rd Party.						

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739	The Contractor shall process, deposit and record all customer payments the same day received from the customer, using the most efficient and cost-effective methods available in the industry (for example, by utilizing remote deposit/Check 21 as opposed to sending physical checks to the bank).						
740	The BOS shall provide the capability to process all payments accepted and apply them toward, including but not limited to:						
	· prepaid balance,						
	· specific toll transactions,						
	· specific account fees,						
	· purchase of inventory items (ex. transponders),						
	· invoice payments,						
741	The BOS shall handle all payment exceptions including but not limited to:						
	· partial payments,						
	· overpayments,						
	· return payment,						
	· chargebacks,						
	· errors in applying payments,						
742	· refunds and						
	· reversals.						
742	All successful payments made via Credit Card shall have a viewable, searchable authorization code for the transaction which shall be included on applicable reports.						
743	The Contractor shall provide the capability to process transactions, including but not limited to:						
	· sales;						
	· chargebacks, chargeback reversals and representments;						
	· returned payments (for example, returned checks);						
	· payment plan payments;						
	· adjustments;						
	· reversals;						
744	· voids and						
	· refunds (except for cash).						
	The Contractor shall provide for the processing of all payments and account replenishments, including but not limited to:						
	· account prepaid balance;						
	· tolls;						
	· fees;						
	· penalties;						
· invoices;							
744	· Notices;						
	· non-toll transactions;						
	· transponder sales (full price, warranty sale, no sale, promos and coupons);						
	· Account Plans and						
	· inventory purchases, including transponders.						

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745	The Contractor shall provide real-time, fully automated payment clearing and processing for all electronic payment methods.						
746	The Contractor shall interface with one or more Merchant Service Providers (no more than three) for the purpose of settling Credit Card transactions.						
747	The Contractor shall send replenishment requests to, and capture the results returned from, the Merchant Service Provider and update accounts accordingly.						
748	The Contractor shall provide the capability to process a payment for multiple, unrelated charges (bulk payments) and accommodate the reversal of such payment. For example, pay an invoice or Violation Notice (for one or multiple Violations) in one account and fund another account's prepaid balance or Post batch payments from rental processors for individual transactions/Violation Notices.						
749	The Contractor shall provide a proven and reliable method of communicating with the Merchant Service Provider(s).						
750	The Contractor shall provide the capability to identify and process overpayments, including but not limited to:						
	· re-assign to an alternate account;						
	· apply to unpaid transactions/trips;						
	· refund overpaid amounts and · apply overpaid amounts to account balance.						
751	The Contractor shall provide the capability to notify the customer about all partial and overpayments.						
752	The Contractor shall provide tracking of payment transactions by, including but not limited to:						
	· Transaction Date;						
	· Posting Date and · payment channel.						
753	The Contractor shall provide the capability to apply multiple payment methods for a single payment. For example, for a \$30.00 amount due, allow payment of \$20.00 from a Credit Card associated with the account and \$10.00 cash.						
754	The reversal of any payment shall result in the items paid being marked as unpaid, having the same effect as if those items had never been paid (for example, when a Violation payment is returned, escalation resumes at the point where it left off as opposed to restarting from the beginning of the escalation process).						
755	The Contractor shall provide the capability to use the available account balance as payment for all inventory items (for example, transponders) and show the detailed changes in account balance in the user Interface, to customers on the Self-Service Website and on customer statements.						
756	The Contractor shall engineer the payment process to prevent double-payments, for example, prevent an Authorized User or customer from making two identical payments by clicking the payment button twice.						
757	The Contractor shall engineer the payment process to prevent an Authorized User or customer from making payments in excess of a certain amount (Configurable).						
758	The Contractor shall display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to the Authorized User or customer being allowed to submit a payment.						
759	The Contractor shall provide audit trail and exception reporting that helps reconcile discrepancies between the BOS and the Merchant Service Provider.						

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760	The Contractor shall provide summary and detail data by payment type on the processing status of all transactions, including a description of all failures.						
761	The Contractor shall provide Authorized Users the detailed reasons for Credit Card declines, including but not limited to:						
	· invalid card number;						
	· name mismatch;						
	· card Security Code mismatch;						
762	· contact Credit Card company and · address mismatch.						
	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that Interface with the Bank.						
763	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that interface with the Merchant Service Provider or with the communications to the Merchant Service Provider.						
764	The Contractor shall provide the capability to notify customers of failures in the processes that interface with the Merchant Service Provider (for example, when there is a loss of communication between the BOS and the Merchant Service Provider).						
765	The Contractor shall provide the capability to notify customers about various auto-replenishment activities. For example, replenishment was successful with secondary payment method, or replenishment failed.						
766	The Contractor shall provide detailed tracking and reconciliation of payments.						
767	The Contractor shall provide the capability to accept payments to a Registered account resulting in the payment of all unpaid Violation Notices and Violations on the linked Unregistered accounts plus fees and/or penalty based upon escalation stage (Configurable).						
768	The Contractor shall provide the capability to set a payment hierarchy for Registered accounts (Configurable) that determines the order in which payments are applied, including but not limited to:						
	· in FIFO order;						
	· by Transaction Date;						
	· by Posting Date;						
769	· by payment item type (for example, tolls then fees) and · by combination of date and transaction/trip type.						
	The Contractor shall provide the capability to set a payment hierarchy Configurable for Unregistered accounts that determines the order in which payments are applied, including but not limited to:						
770	· in FIFO order;						
	· by Transaction Date;						
	· by Posting Date;						
	· by payment item type (for example, Violation Notices, penalties then fees) and · by combination of date and transaction/trip type.						
771	The Contractor shall provide the capability to accept payments for specific items as requested by the customer (and allowed under the Business Rules).						
772	The Contractor shall produce receipts for all payments in both real-time (on demand) and automatic (for auto replenishment).						
773	The Contractor shall transmit receipts to customers on customer request via any Notification channel.						

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773	The Contractor shall allow for reprinting of receipts for all payments in a PCI-compliant format. Reprinted receipts shall be exact copies of the original receipt and shall include the duplicative nature of the document and include the date of the reprint (for example, the reprinted receipt shall be marked "COPY" and indicate the date of the copy with the original receipt date also reflected on the document).						
774	The Contractor shall provide the capability to trace each payment to the transactions paid and each transaction paid or prepayment to a payment, including but not limited to:						
	· invoices;						
	· Violation Notices;						
	· tolls;						
	· prepaid tolls;						
775	· fees and						
	· penalties.						
775	The Contractor shall provide the capability to accept payments for transactions/trips associated with a license plate that has not yet been associated with an account.						
776	All receipts shall contain a payment reference number that is traceable through the entire payment clearing process. For example, a Credit Card payment's reference number as printed on the receipt will also appear on the customer's Credit Card statement and is a searchable field in the database, enabling a CSR to identify a payment applied to an account from only the details available on a customer's Credit Card statement.						
777	The Contractor shall provide the capability to convert an Unregistered account to a Registered account, taking one payment for the outstanding Violation amounts and the amount required to open a Registered account.						
778	The Contractor shall provide the capability to search for a payment by date, payment source, Credit Card # or Bank Account information.						
779	The Contractor shall provide the capability for Authorized Users to conduct research on un-allocated funds, including viewing images of original payment items (checks), correspondence, and data entered into the BOS at the time the check was Posted.						
780	The Contractor shall provide the capability for Authorized Users to Post payments from un-allocated funds to accounts while preserving the payment's audit trail (for example, once applied to the account, Authorized Users shall have the ability to determine when the payment was Posted to un-applied, any activity that occurred while it was in that status, and when it was Posted from un-applied to the account).						
781	The Contractor shall provide the capability to age un-applied payments, to report on such payments and to generate Alerts when un-applied payments have exceeded a specified age (Configurable).						
1.7.2. Payment Methods and Handling							
782	The Contractor shall provide the capability to accept payments, including but not limited to:						
	· in-person at WICs;						
	· over the phone with a CSR;						
	· over the phone via the IVR;						
	· automatic payments;						
	· via the Self-Service Website;						
	· via the Self-Service Mobile Application (Phase II and optional);						
· via mail and							

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	· via the Lockbox Service Provider (optional).						
783	The Contractor shall provide the capability to calculate the required payment during account creation based on, but not limited to: · the prepayment Requirements; · cost of inventory items (for example, transponders) and · any Account Plan fees.						
784	The Contractor shall provide the capability to store Credit Card information for one-time payments (for example, permit customers to enter Credit Card information once and then use that stored Credit Card to make one-time payments on their account without being required to rekey the Credit Card information).						
785	The Contractor shall provide the capability to accept payments, including but not limited to: · one-time payments; · recurring fixed amount payments; · recurring varying amount payments; · a combination of fixed and varying amounts (payment plan monthly payment plus recurring auto replenishment); · recurring maximum replenishment amount per payment method on the account (for example, if the replenishment amount is \$10,000 but maximum replenishment allowed for that Credit Card is \$1,000 there should be 10 \$1,000 replenishments); · recurring payments on a fixed day of the month; · recurring payments every "x" number of days (for example, every 28 days); · recurring payments for Postpaid accounts as, fixed number of days after the invoice is issued (Configurable) and · recurring payments triggered by account balance.						
786	The Contractor shall provide the capability to accept and Post in the BOS payments and adjustments transmitted from the Collection Agency.						
787	The Contractor shall provide the capability to process payments directly in the BOS for all accounts in any status with any balance.						
788	The Contractor shall provide the capability to accept the following types of payments made in-person or by mail at all Approved locations, including but not limited to: · cash (at in-person locations only); · check; · cashier's check; · certified check; · money order; · e-check (not available by mail); · Credit Card; · ACH; · EMV chip integrated circuit card (at in-person locations only) and · mobile contactless NFC (at in-person locations only).						
789	The Contractor shall provide the capability to accept Credit Card payments made via the IVR, via the Self-Service Website and via the Self-Service Mobile Application (Phase II and optional).						
	The Contractor shall provide the capability to accept all major Credit Cards, including:						

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790	<ul style="list-style-type: none"> · Visa; · MasterCard; · American Express and · Discover Card. 						
791	The Contractor shall provide the capability for accepting Credit Card, EMV and mobile contactless NFC payments via POS devices for payments made in-person.						
792	The Contractor shall provide the capability for accepting Credit Card payments by manually entering Credit Card information for payments made in-person.						
793	<p>The Contractor shall provide the capability to Post payment transaction(s) to the account when payment related actions occur, including but not limited to:</p> <ul style="list-style-type: none"> · successful payment processing, and · unsuccessful payment processing, for example recording a failed attempt. 						
794	The Contractor shall provide the capability to refund checks that have been Posted to the BOS but cannot be matched successfully to an account.						
795	The Contractor shall provide the capability to Flag that an account has had returned checks.						
796	The Contractor shall provide the capability to Flag that an account has had declined Credit Card charges.						
797	The Contractor shall provide the capability for an Authorized User to correct or reverse payments applied in error, including but not limited to payments applied to multiple transactions or accounts, via Cases.						
798	The Contractor shall provide the capability to require approvals for payment corrections via Cases.						
799	The Contractor shall provide the capability to prevent corrections to or reversals of payments that have already been refunded, for example, payments that have been reversed entirely cannot be reversed again or refunded.						
800	The Contractor shall ensure all adjustments to payments are shown on the account and are reconciled.						
801	The Contractor shall provide the capability to process multiple chargebacks on a payment if the previous chargebacks are reversed or represented.						
802	The Contractor shall provide detailed tracking of payments by payment categories, for example, payments, declines, reversals, returned payments, chargebacks, chargebacks reversals, chargeback representments, refunds, voided refunds and replenishment.						
803	The Contractor shall provide detailed tracking of payments by payment methods, for example, cash; check; Credit Card; ACH and mobile contactless NFC.						
804	The Contractor shall provide detailed tracking of payments by payment type, for example, Visa; MasterCard; American Express and Discover Card.						
805	The Contractor shall provide detailed tracking of payments by payment items, for example, invoices; Violation Notices; fees; penalties; tolls and prepaid tolls.						
806	The Contractor shall provide detailed tracking of payments by payment locations, for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), Lockbox Service Provider (optional) and Collection Agency.						
1.7.3.	Merchant Service Provider (MSP)						
	The MSPs shall process all Credit Card, Debit Card and ACH Services described in these Requirements.						

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807	The Contractor shall contract with two (2) separate MSPs for processing of BOS payments. The Contractor shall work with the Authority in determining the volumes and types of processing assigned to each MSP, which may result in shared processing or all processing being assigned to one (1) of the MSPs.						
808	The Contractor and MSPs shall provide Credit Card and Debit authorization for the BOS (card not present / internet and card present for the Walk-in Center) utilizing one or more merchant identification numbers.						
809	The Contractor and MSPs shall provide ACH clearing for the BOS.						
810	The Contractor and MSPs shall provide complete, flexible and timely online reporting services, including detailed transactions on chargebacks, card transactions, deposit totals and batch totals and summary information per merchant and for the Authority overall.						
811	The Contractor and MSPs shall provide all reporting online.						
812	The Contractor and MSPs shall provide a monthly analysis statement showing detailed charges for all account services for each merchant ID, including a combined statement analysis.						
813	The Authority shall be assigned dedicated MSP account representatives that can be contacted through a toll-free number and email.						
814	The MSPs shall provide customer support during business hours Monday through Friday 7:00 a.m. until 6:00 p.m. PST.						
815	The MSPs shall provide seven (7) days per week technical support utilizing a customer service phone number.						
816	The Contractor and MSPs shall cooperate with the Authority on assignment of accounts. The Authority will assign all bank accounts for the Authority's settlements and merchant activity. No merchant numbers or identifications shall be assigned to the Authority without written notice from the MSPs and Approved by the Authority.						
817	The Contractor and MSPs shall provide payment, settlement, and refunding services.						
818	The Contractor and MSPs shall provide daily settlement of merchant accounts.						
819	The Contractor and MSPs shall make next day deposits after settlement into the OCTA bank accounts.						
820	The Contractor and MSPs shall provide immediate online access to outstanding retrieval requests and chargebacks.						
821	The Contractor and MSPs shall provide a fully electronic online chargeback system that will accept electronic signatures and support files to satisfy outstanding retrieval requests and chargebacks.						
822	The Contractor and MSPs shall provide the ability to generate ad hoc reports with extracted information based on user-defined parameters.						
1.7.4.	Payment Processing and Lockbox (optional)						
	The use of a Lockbox Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.						
823	The Contractor shall process, Post to the appropriate accounts, and reconcile payments transmitted by the Lockbox Service Provider if the Contractor elects to utilize a Lockbox Service Provider.						
824	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that interface with the Lockbox Service Provider.						
825	The Contractor shall provide the capability to associate images of checks and stubs received at the Lockbox Service Provider to the proper account.						

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826	The Contractor shall provide the capability to receive and process Lockbox Exceptions and ensure payments are appropriately accounted for, including but not limited to: · correspondence items and customer comments associated with payments; · payments the Lockbox Service Provider is unable to associate to an account and · payments that the BOS is unable to Post to an account.						
827	The Contractor shall provide the capability for Authorized Users to research and determine the disposition of Lockbox Exceptions, including but not limited to: · Posting payment to the account; · refund payment to customer or · hold as un-allocated funds.						
828	The Contractor shall provide the capability to automatically create Cases for Lockbox Exceptions. For example, if a check was received without a payment coupon, it cannot be associated with an account and research must occur.						
829	The Contractor shall provide the capability to identify criteria which trigger specific Lockbox Exceptions (Configurable) which are flagged for further review, including but not limited to: · discrepancy above a threshold between amount on check and amount due; · payment made to accounts in particular statuses; · check dollar amount and · multiple payments for the same amount on the same account in the same batch or processing day.						
830	The Contractor shall provide the capability to electronically receive and process correspondence received at the Lockbox Service Provider, for example changes of address.						
831	The Contractor shall provide the capability for Authorized Users to view un-allocated funds (funds which have been Posted to the BOS but which have not been Posted to an account).						
832	The Lockbox Service Provider processing services shall take place within the State of California.						
1.7.5. Credit Card Processing							
	The most common payment method in the BOS is Credit Card. The BOS shall have a simple and intuitive Interface with the Merchant Service Provider. The most efficient and cost-effective means of accepting Credit Card payments shall be employed in the BOS by the Contractor.						
	The Contractor's solution shall provide Credit Card payment tokenization and hosted third party Credit Card storage (or equivalent solution). This method is designed to eliminate the need to store Credit Card numbers within the BOS database therefore reducing risks and efforts for PCI Compliance.						
833	The Contractor shall contract with an Authority approved Merchant Service Provider.						
834	The Contractor shall use a Payment Gateway or a Direct Connection between the BOS and the Merchant Service Provider.						
835	The Contractor shall process all Credit Card payment transactions via the Merchant Service Provider.						
836	The Contractor shall provide for Payment Tokenization and Hosted Third Party Credit Card storage (or equivalent solution) such that the Credit Card information is not stored in the BOS.						
837	The Contractor shall provide an automated credit card update service (including both expiration dates and newly issued cards).						
838	The Contractor shall provide the capability to issue refunds to Credit Cards.						
839	The Contractor shall provide the capability to track data related to Credit Card inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Credit Card charges are received.						

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840	The Contractor shall provide the capability for Credit Card chargebacks and permit investigation of the details as Cases.						
841	The Contractor shall provide the capability for Authorized Users to reverse Credit Card chargebacks and to allow for a number of chargeback representations (Configurable)						
842	The Contractor shall provide the capability to credit accounts immediately upon a successful Credit Card payment authorization.						
843	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for a transaction is not received within a Configurable amount of time.						
844	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for an account contains codes that indicate the need for the Authority to contact the Credit Card company, for example a "referral code".						
845	The Contractor shall provide the capability to update accounts with the results from the Merchant Service Provider, for example a Credit Card transaction failed to authorize or settle due to a mismatched address error.						
846	The Contractor shall provide the capability to identify potential fraudulent Credit Card transactions and send an Operational Alert Notification to the PMMS, for example, when there are multiple failed authorizations for a single card.						
847	The Contractor shall provide, for validation purposes, fields to capture and store within the BOS Credit Card information, including but not limited to:						
	· token;						
	· Credit Card expiration date;						
	· name on the card;						
	· ZIP code and · billing address associated with the card.						
848	The Contractor shall provide the capability to submit disputes to chargebacks.						
849	The Contractor shall provide the capability to receive updates to individual customer Credit Card expiration dates from the MSPs.						
1.7.6.	ACH Processing						
	The cost of processing ACH transactions is generally lower than the cost of processing a Credit Card transaction, which is one of the primary reasons for including Requirements for this payment method. Many commercial customers also prefer ACH to Credit Card replenishment. ACH carries its own set of risks and challenges, which the Contractor will need to address. For example, the Contractor will need to address the timing of crediting an account after an ACH transaction is initiated and how ACH rejections will be processed.						
	Like the Credit Card process, the Contractor's solution shall provide Credit Card payment tokenization and hosted third-party routing and account number storage (or equivalent solution).						
850	The BOS and CSC Operations shall remain current with industry standards and advancements in technology and security related to Credit Card and ACH payments.						
851	The Contractor shall provide an Interface to the Merchant Service Provider or bank for ACH payment.						
852	The Contractor shall provide for ACH tokenization and hosted third-party ACH storage (or equivalent solution) such that ACH information is not stored in the BOS.						
853	Process all ACH payment transactions via the third-party hosted services.						

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854	Provide capability to process both ACH debits and ACH credits with the Merchant Service Provider or bank.						
855	Provide a selection for "Checking" and "Savings" account designation when ACH is selected for replenishment and ensure transmission to the bank carries such information.						
856	Provide the capability to verify the customer Bank Account information and availability of funds with the Merchant Service Provider prior to initiating an ACH debit.						
857	Credit customer's account immediately upon initiating an ACH debit.						
858	Provide the capability to reverse an ACH payment if declined by the bank.						
859	Provide an Alert to the PMMS if an ACH response for a transaction is not received from the bank within a Configurable amount of time.						
860	Provide sufficient protections (and Alert to the PMMS) to prevent multiple (duplicate) ACH payments for the same Bank Account number within a Configurable period.						
1.7.7. Check/Money Order Processing							
	Checks received from customers shall be processed in the most efficient and cost-effective manner available in the payment processing industry.						
861	The Contractor shall provide the capability to accept checks (personal, cashier's or certified) as a form of payment.						
862	The Contractor shall provide the capability to accept money orders as a form of payment.						
863	The Contractor shall use Check 21 to electronically deposit checks and convert checks into ACH transactions.						
864	The Contractor shall Post to customer accounts and deposit into the Authority's bank account within one (1) Business Day of receipt.						
865	The Contractor shall provide scanning capability at the initial check or money order receiving and processing point. The resulting image shall be stored in the BOS, be available to Authorized Users and electronically transmitted to the bank for deposit.						
866	The Contractor shall provide the capability to mask Bank Account information, including the MICR line, for stored check images.						
867	The Contractor shall provide check scanning tools such that the resulting image can be optimized via image enhancing tools, including options for saving original and enhanced images.						
868	The Contractor shall provide the capability, when accepting check or money order payments, to automatically populate the check or money order number field via check scanner.						
869	The Contractor shall provide the capability to credit accounts immediately upon check or money order payment.						
870	The Contractor shall provide the capability to associate checks and stubs received at the BOS to the proper account.						
871	The Contractor shall provide the ability to receive batch payments from rental agencies to be applied to individual transactions.						
872	The Contractor shall provide the capability to batch process checks by scanning a payment coupon and check, automatically Post payments to customer accounts, automatically associate images with customer accounts and provide exception processing.						
873	The Contractor shall provide the capability to reverse all forms of check or money order payment if declined or returned by the bank, including the assessment of applicable fees.						

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874	The Contractor shall provide all armored services required for the physical transfer of cash or payment instruments.						
875	The Contractor shall provide live check verification at the WIC.						
876	The Contractor shall provide all reconciliations of funds received to BOS Posting and the Authority's bank account.						
1.7.8. Cash Processing							
877	The Contractor shall provide the capability to accept cash as a form of payment.						
878	The Contractor shall provide a cash change fund and cash change fund management functionality, including but not limited to: · beginning balance; · ending balance and · reconciliation.						
879	The Contractor shall provide the capability to credit the account immediately upon receipt of cash payment.						
880	The Contractor shall provide the capability to process cash payment reversals.						
881	The Contractor shall provide the capability to set threshold amounts and role-based limits for cash payment reversals (Configurable.)						
882	The Contractor shall provide the capability to require approval for cash payment reversals using Cases.						
1.7.9. Online Wallet Payment Processing							
	The BOS shall accept payments made via Online Wallet on all its online customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional)). The specific Online Wallet services (up to five) will be defined during the Implementation Phase.						
883	The Contractor shall provide the capability to accept payments by Online Wallet. The Authority will elect to implement up to five of the most prominent Online Wallet payments available in the market at the time of the Implementation Phase.						
884	Online Wallet payments shall generally mirror the Credit Card functionality in terms of payments, return payments, refunds, reversals and chargeback capabilities.						
885	The Contractor shall provide detailed tracking of payments made by Online Wallet.						
886	The Contractor shall provide the capability to issue refunds to an Online Wallet. If the Online Wallet provider does not support automatic refunds (many Online Wallet providers require a manual process for refunds), or the underlying Credit Card associated with Online Wallet has been closed or expired, the BOS shall be capable of allowing Authorized Users to reverse the payment in the BOS and issue refunds by check.						
887	The Contractor shall provide the capability to track data related to Online Wallet inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Online Wallet charges are received.						
888	The Contractor shall provide the capability to credit accounts immediately upon a successful Online Wallet payment authorization.						
889	The Contractor shall provide an Operational Alert Notification to the PMMS if a response from an Online Wallet provider for an account is not received within a specified amount of time (Configurable).						
1.7.10. BOS Bank Interface Requirements							
	The Contractor shall manage the Bank Accounts and the Interface from the BOS to the Authority's bank.						
890	The Contractor shall provide the interface for Check 21.						

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891	The Contractor shall provide the capability to upload checks issued to customers (refunds/disbursements) to the bank for the purpose of Positive Pay. The file shall include, but not be limited to:						
	· BOS Bank Account number;						
	· check number;						
	· check date;						
	· check amount and · payee name (may be truncated based on bank's requirements).						
892	The Contractor shall provide automated reconciliation with the Authority's Bank.						
1.7.11. Refunds and Disbursements							
	The Contractor will process and issue all refunds and disbursements to customers per the Business Rules and as determined by the Authority.						
893	The Contractor shall provide the capability to process refunds and disbursements for account closures, sales of transponder(s), overpayments, Violation disputes and other payments.						
894	The Contractor shall provide processes for refunds based on the original transaction and ensure such refunds are shown on the account history and are reconciled.						
895	The Contractor shall have the capability to restrict the method of refund to the original method of payment.						
896	The Contractor shall provide an automated approval process for Authority approval for all refunds over a Configurable amount						
897	The Contractor shall provide the capability to configure parameters related to refunds, including but not limited to:						
	· type of payments that are not eligible for refund;						
	· the criteria for refunds by payment methods (Credit Card, ACH, check, cash, money order etc.);						
	· the hold period for Credit Card refunds and check refunds;						
	· maximum (role-based) allowable refund payment by Payment Type. For example, a refund of more than \$250 might require manager approval; · minimum (role-based) allowable refund payment by Payment Type. For example, the Authority may elect not to issue a check refund for less than \$1.00 unless requested by the customer and · manual review of eligible refunds before processing the refunds.						
898	The Contractor shall provide the capability to determine eligibility and issue refunds automatically to customers based on various activities on the account, including but not limited to:						
	· closure of an account;						
	· unapplied checks/money order and · overpayment of an invoice or Violation Notice where no outstanding invoices, Violation Notices or unbilled tolls exist.						
899	The Contractor shall provide the capability to review and process all eligible refunds and initiate the refund process.						
900	The Contractor shall provide the capability to route a refund approval through Cases, to require multiple approvals of refunds and to accommodate the refund approval process.						
901	The Contractor shall provide the capability to issue refunds using the same method that the payment was received. For example, a check payment will be refunded by check and Credit Card to the same Credit Card.						

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902	The Contractor shall provide the capability to issue refunds by check after approval by an Authorized User when the Credit Card which was used for the original payment method has been deactivated or based on a customer request.						
903	The Contractor shall provide the capability for the automated processing of refunds (for example, for a successful account closure) and automatically create a Case for an Authorized User to issue the refund.						
904	The Contractor shall provide the capability to store all details regarding check refunds issued which shall be viewable by Authorized Users on the account, including but not limited to:						
	· check number;						
	· check amount;						
	· date check was issued;						
	· check payee details;						
	· the date the check cleared the bank;						
	· notes;						
904	· the reference number and						
	· reason for issuing the check.						
905	The Contractor shall provide the capability to void a refund or disbursement check, which shall restore the payable balance.						
906	The Contractor shall provide the capability to void and reissue a refund or disbursement check.						
907	The Contractor shall provide the capability for Authorized Users to manually override the refund payee information, for example, when a refund is due to a deceased customer's estate.						
908	The Contractor shall provide the capability for Authorized Users to initiate refunds from unapplied payments (for example when a payment that was made to the BOS in error is deposited but is not applied to an account and needs to be refunded).						
909	The Contractor shall provide the capability to record refund checks issued by the Authority in the BOS. For example, certain refund checks may be issued from the Authority's financial accounting systems; these checks shall then be recorded in the BOS against the customer's account and reported in financial reports as a check issued by the Authority.						
1.7.12. Bankruptcy							
	Generally, the bankruptcy process begins with an official notice of bankruptcy being issued by a court. This notice generally requires creditors to "stay" any escalation while the bankruptcy is processed through the courts. When the bankruptcy is finalized, the court sends an official notification which will indicate any reductions in amount due.						
910	The Contractor shall provide the capability to manage accounts for customers who have filed for bankruptcy.						
911	The Contractor shall provide the capability to record the effective date of a bankruptcy and bankruptcy type, which automatically flags the account for bankruptcy, holds all activity on outstanding debt which occurred prior to the filing date and issues a letter to the debtor or attorney on file.						
912	The Contractor shall provide the capability to enter the 'as of' (stay) date of bankruptcy and apply Business Rules to transactions occurring after that date (new tolls incurred after the bankruptcy date are billable).						
913	The Contractor shall provide the capability to record when a bankruptcy has been granted which will write off all outstanding penalties and generate a letter to the customer requesting payment of the tolls.						

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914	The Contractor shall provide the capability to cease escalation of any transactions that occurred on or before the "stay" date (typically the bankruptcy filing date).						
915	The Contractor shall provide the capability to continue processing transactions subsequent to the date and time of bankruptcy notification.						
916	The Contractor shall provide the ability to record a dismissed bankruptcy and restart the escalation and collection process.						
917	The Contractor shall provide the ability to record and store all bankruptcy filings required by the courts.						
1.7.13.	Shift Management						
	The Contractor shall reconcile the financial and asset activity of every person that works in the BOS at the end of each shift.						
918	The Contractor shall provide the capability for the BOS to automatically open a shift for an Authorized User at the time of first applicable transaction based upon user role.						
919	The Contractor shall provide the capability to prompt for beginning balance or Authorized User bank (including option to list denominations).						
920	The Contractor shall provide the capability to populate opening shift balance and assign a unique Authorized User ID, including location, for all transactions processed during the shift.						
921	The Contractor shall provide the capability to automatically prompt to close a shift at logout time if an open shift exists.						
922	The Contractor shall provide the capability to display and reconcile all transactions and activity in a shift.						
923	The Contractor shall provide the capability to separate transactions that affect the Authorized User's deposit, for example, cash, check, ACH, Credit Card or other payment, from transactions that affect the BOS balances, for example, waiving a fee for a customer.						
924	The Contractor shall provide the capability for reconciliation of transponders and other inventory items issued and payments.						
925	The Contractor shall provide the capability to create an Alert to the supervisor when a CSR's bank goes above a threshold (Configurable). For example, if CSR's bank goes above \$200 the supervisor may want the CSR to do a "bank drop."						
926	The Contractor shall provide feedback to Authorized User if the shift does not balance.						
927	The Contractor shall provide the capability for an Authorized User to attempt to balance the shift a number of times (Configurable).						
928	The Contractor shall provide the capability to escalate the shift to an Authorized User for research and closing after a number of unsuccessful attempts (Configurable) has been reached.						
929	The Contractor shall provide settings to either display or not display the shift variance dollar amount to the Authorized User during shift closing (Configurable).						
930	The Contractor shall provide settings to either display or not display the shift inventory (transponders and other inventory items) variance amount to the Authorized User during shift closing (Configurable).						
931	The Contractor shall provide the capability to configure all relevant parameters related to closing a shift, with a default value that can be overridden based on unique user ID, including but not limited to: · the number of times the Authorized User can attempt to balance the shift; · the amount of allowed variance by dollars and · the amount of allowed variance by percentage.						
932	The Contractor shall provide the capability to close a shift once it is balanced.						

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933	The Contractor shall provide the capability to record shift balancing discrepancies, for example overages and shortages.						
934	The Contractor shall provide the capability to force close an unbalanced shift based upon user roles; the BOS shall record unbalanced variances in a separate Financial Account which shall be included on financial reports.						
935	The Contractor shall provide the capability to escalate shifts that remain open at the end of the Business Day to the Authorized User based upon user roles.						
936	The Contractor shall provide Authorized Users with an accounting of all shift activity with detailed and summarized financial information.						
937	The Contractor shall provide Authorized Users with a status of all open shifts.						
1.8. Case Management							
	The BOS shall provide the capability to create, assign and manage requests made by customers or Authorized Users. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry. Once a Case has been opened it is assigned to the appropriate staff, and its progress is tracked and reported through completion by the BOS. The initial set of Case types will be defined during the Implementation Phase. Certain Case types will escalate automatically.						
1.8.1. Case Creation							
938	The Contractor shall provide the capability to initiate a Case any time a request cannot immediately be completed.						
939	The Contractor shall provide the capability to create, manage and support certain activities as Cases. Types of Cases shall include but not be limited to:						
	· initiating, tracking and resolving Registered account disputes;						
	· initiating, tracking and resolving Violation disputes (image(s) must be associated with the Case);						
	· initiating, tracking and resolving I-Toll disputes (image(s) must be associated with the Case);						
	· initiating, tracking and resolving toll rate disputes;						
	· initiating, tracking and resolving requests for Administrative Hearings;						
	· initiating, tracking and resolving requests for Investigative Reviews;						
	· initiating, tracking and resolving Civil Judgments;						
	· initiating and tracking payment plans;						
	· initiating, tracking and resolving customer and non-customer issues and requests via phone and in person, that cannot be resolved immediately;						
	· initiating, tracking and resolving customer issues and requests received through all communication channels;						
	· initiating, tracking and resolving research Cases created by the Collection Agency;						
	· initiating, tracking and researching undeliverable email/mail;						
· initiating, tracking and researching undeliverable addresses that have not been found using Skip Tracing Service Provider;							
· initiating, tracking and resolving subpoena requests for customer transactions, images, and Maintenance records from law enforcement;							
· initiating, tracking and resolving issues and requests from the Authority and							
· initiating, tracking and managing transponder Return Materials Authorization (RMA) shipments.							

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940	The Contractor shall provide the capability to track the Case attributes by one or more attributes, including but not limited to:						
	· communication channel;						
	· Case type;						
	· date and time of Case creation;						
	· response due date;						
	· identity of Authorized User (or BOS, if BOS-generated) initiating the Case;						
	· Case number;						
	· customer name;						
	· customer contact information;						
	· account number, if applicable;						
	· license plate and Jurisdiction, if applicable;						
	· Notification number, if applicable;						
	· priority;						
	· notes;						
	· Case status;						
	· outcome of Case when completed;						
	· if Case is Toll Facility-specific;						
· follow-up activities that took place;							
· identity of Authorized User(s) who performed the follow-up activities;							
· description (free-form) of follow-up action and							
· customer satisfaction feedback.							
941	The Contractor shall provide the capability for the customer to upload supporting documentation to a new or existing Case via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).						
942	The Contractor shall provide the capability to create Cases manually by Authorized Users.						
943	The Contractor shall provide the capability to create Cases automatically via the BOS.						
944	The Contractor shall provide the capability to create Cases because of a customer request, for example a customer requests a transponder or disputes a Violation Notice via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).						
945	The Contractor shall provide the capability to initiate a Case from within an account.						
946	The Contractor shall provide the capability for Authorized Users to associate a Case with an account after the Case has been created.						
947	The Contractor shall provide Case templates for each type of Case.						
948	The Contractor shall provide the capability for Authorized Users to create new types of Cases and associated workflows (Configurable).						
949	The Contractor shall provide the capability to set attributes by Case type related to Case management, including but not limited to:						
	· required fields;						
	· assignment rules;						
	· Case flow logic;						
	· Case queue display order, for example, by date opened or priority;						
· drop-down lists;							

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	<ul style="list-style-type: none"> all relevant parameters related to Case escalation (Configurable), for example, number of dormant days before escalation and number of days from Case creation to escalation; due date and Case templates (create and modify). 						
950	The Contractor shall provide the capability to access a Case through Case management or through the associated account or Violation Notice.						
951	The Contractor shall provide the capability to automatically document action(s) taken to resolve a Case in the Case.						
952	The Contractor shall provide the capability to associate all related customer communication with a single Case (in addition to associating it with the appropriate account), including but not limited to:						
	· call records;						
	· recorded calls;						
	· emails;						
	· faxes;						
	· Microsoft Office documents, images, and PDF files;						
	· chat;						
953	· text messages and						
	· scanned items.						
953	The Contractor shall provide the capability, when creating Cases, to automatically insert information from the Case source into the Case creation screen to expedite Case creation, for example, importing the name, address and contact information from the account, Violation Notice, invoice or Notification with which the Case is associated.						
954	The Contractor shall create a case for all incoming correspondence by scanning the correspondence. The Case management system should recognize barcodes, correspondence attributes, key words and categorize and assign cases automatically.						
955	The Contractor shall provide the capability to automatically record date and time of Case creation.						
956	The Contractor shall provide the capability to automatically record identity of Authorized User or BOS (if the Case is created automatically by the BOS) initiating the Case.						
957	The Contractor shall provide the capability to automatically assign a unique individual identification code (Case number).						
958	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating type of Case.						
959	The Contractor shall provide the capability that the Case type has the ability to be changed by Authorized Users.						
960	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating follow-up activities within the workflow.						
961	The Contractor shall provide the capability to place a Case on hold pending a specific occurrence, or to enter a date when the Case shall be presented again to be worked.						
962	Require Authorized Users to insert a minimum amount of data depending on the type of Case (Configurable) into a pre-defined number of fields before a Case can be closed. Each type of Case may have different minimum data requirements.						

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963	Require Authorized Users to insert a minimum amount of data depending on the type of Case into a pre-defined number of fields (Configurable) before a Case can be placed on hold. Each type of Case may have different minimum data requirements.						
964	The Contractor shall provide the capability for notes (free text narrative) to be provided at key points in the Case creation process enabling the Authorized User to elaborate on important points.						
965	Automatically initiate and send correspondence to the customer informing them of the creation of the Case, the Case number and other information depending on the type of Case (Configurable).						
966	The Contractor shall provide an automated correspondence capability whereby the customer can be kept informed of Case progress/status, from opening through closure, depending on the type of Case. Such capability shall be Configurable such that certain Case progress/status changes would not generate a customer communication.						
967	The Contractor shall provide the capability for multiple Authorized Users to access Cases at the same time with one Authorized User having the ability to modify the Case and others having read only access. The identity of the individual working the Case shall be presented to the Authorized Users with read-only access.						
968	The Contractor shall associate the completion of the activities required to resolve the Case to the Case such that BOS can automatically close the Case once the required activities have been completed. For example, if a customer disputes a Violation Notice because the vehicle was stolen, the Case would require a document (police report) and once the document was verified and the disputed accepted by the CSR, the BOS would record the successful dispute, close the Violation Notice with the appropriate transaction disposition codes and issue a Notification to the customer all based on the CSR's determination that the dispute was accepted.						
969	The Contractor shall provide the capability to automatically provide written responses (Notifications) to the customer based on the disposition code for each Case type.						
1.8.2. Case Assignment and Tracking							
	Depending on the Case type, the BOS shall assign the Case to the appropriate queue. The BOS shall use the default priority for the Case type and any user input that prioritizes the Case.						
970	Place open Cases in the appropriate Case type queue such that Authorized Users may access their assigned queue, review and take action on each Case.						
971	The Contractor shall provide the capability for the Case type queues to automatically display oldest Cases first for action.						
972	The Contractor shall provide the capability for the Case type queues to automatically display highest priority Cases first for action.						
973	The Contractor shall provide the capability for multiple sorting criteria for the Case type queues, for example sort first by oldest Cases and then sort by priority.						
974	The Contractor shall provide the capability for closed Cases to be re-opened when required.						
975	The Contractor shall provide the capability for a Case to be worked by the same Authorized User who opened the Case or by another Authorized User.						
976	The Contractor shall provide the capability to automatically assign Cases to Case work queues accessed by departments or workgroups.						
977	The Contractor shall provide the capability to manually re-assign open Cases.						
978	The Contractor shall provide the capability to automatically re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is deactivated from the BOS.						

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979	The Contractor shall provide the capability to automatically temporarily re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is temporarily not performing work (for example, the Authorized User is on vacation).						
980	Ensure at no time that an active Case does not remain in a queue with no Authorized User assigned to that queue.						
981	The Contractor shall provide the capability for Authorized Users to see all pending Cases with prioritization.						
982	The Contractor shall provide Configurable Case assignment rules, for example a Case related to financial issues would be assigned to the finance department.						
983	The Contractor shall provide the capability to include a snapshot of any customer information in the primary screen so Authorized Users need not navigate to other screens to find key information. The primary screen shall contain a link to the associated account should the Authorized User want to access the account.						
984	The Contractor shall provide the capability to merge Cases when two or more Cases cover the same customer need.						
985	The Contractor shall provide the capability to track historical action-type data (out of a predefined range), about each action taken to work the Case, including but not limited to:						
	· creation;						
	· closure;						
	· reopening;						
	· hand-off (from department or individual);						
	· placed on hold (establish a "work again date");						
	· awaiting action from the Authority;						
· awaiting customer action and							
· customer satisfaction.							
986	The Contractor shall provide the capability to trigger customer satisfaction processes.						
987	The Contractor shall provide the capability to link and track an unlimited number of Cases to a single account.						
988	The Contractor shall provide the capability to link and unlink Cases to/from accounts regardless of Case status.						
989	The Contractor shall provide the capability to associate a Case to one or multiple accounts.						
990	The Contractor shall provide the capability to view Cases based on required follow-up action.						
991	The Contractor shall provide the capability to track, record and review follow-up activity.						
992	The Contractor shall provide the capability for Authorized Users to review the workload (quantity and details of the Cases assigned) of an individual Authorized User.						
993	The Contractor shall provide the capability for an Authorized User to review the workload of an entire team or group of Authorized Users.						
994	The Contractor shall provide the capability to manually change the status of a Case based on progress made in servicing the Case.						
995	The Contractor shall provide the capability to automatically change the status of a Case based on progress made in servicing the Case.						
996	The Contractor shall provide the capability for Authorized Users to edit data within a Case, Configurable by Case type.						

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997	The Contractor shall provide the capability to temporarily group Cases and perform the same action(s) on the group of Cases.						
998	Prevent the creation of duplicate Cases when created automatically by the BOS.						
999	The Contractor shall provide the capability to notify Authorized Users when the number of assigned Cases for a particular resource is reached (Configurable).						
1000	The Contractor shall provide the capability to stop a transaction or group of transactions from progressing further in the status or workflow stages, for example while a dispute Case is being reviewed.						
1001	The Contractor shall provide a logical Case workflow via multiple Case screens, which are presented to Authorized Users based on their skill sets and BOS roles.						
1002	The Contractor shall provide Case workflow and routing (Configurable).						
1003	The Contractor shall provide the capability to assign Cases in multiple ways (Configurable), including but not limited to:						
	· manual assignment of a Case to a particular Authorized User;						
	· automatic assignment by customer or account criteria;						
	· automatic assignment by Case type;						
	· automatic assignment by status;						
	· automatic assignment by severity level;						
	· automatic assignment based on staff availability;						
	· automatic assignment by role and skills database for Authorized Users.						
1004	The Contractor shall provide the capability to suggest best Authorized User for a Case according to staff skills.						
1005	The Contractor shall provide the capability to send an Operational Alert Notification when a Case has met the reassignment threshold (Configurable).						
1006	The Contractor shall provide the capability to send an Operational Alert Notification when an Authorized User has met the specified number of open Cases (Configurable).						
1007	The Contractor shall provide the ability to manually re-assign any Case to a new workflow, at any point within that workflow, as new details emerge.						
1008	When changes in workflow are made, provide the ability to individually select, or select in bulk, whether current workflow transactions should follow the previous version of the workflow, or the new version of the workflow.						
1.8.3. Case Escalation							
1009	The Contractor shall provide the capability to send an Operational Alert Notification regarding specific Cases that meet criteria (Configurable), for example, Cases in "open" status that have not been worked on in a specified number of days (Configurable).						
1010	The Contractor shall provide the capability to automatically escalate overdue Cases based on rules (Configurable).						
1011	The Contractor shall provide the capability to define sets of activities or procedures for specified Case types.						
1012	The Contractor shall provide the capability for thresholds to be defined based on rules that initiate events when exceeded.						

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1013	The Contractor shall provide the capability to automatically escalate Cases defined as representing repeated complaints.						
1014	The Contractor shall provide the capability to define activities that require authorization from supervisors.						
1015	The Contractor shall provide the capability to notify appropriate operations staff on Cases manually or automatically based on criteria (Configurable).						
1.9. Collections and Registration Hold							
	Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to pre-collections, Collections and/or Registration Hold. Unpaid transactions/trips and fees on Registered accounts that are delinquent may also escalate to collections. The Authority may choose to have the CSC attempt to collect prior to the Violation escalating to collections.						
1016	The Contractor shall provide the capability for the CSC to attempt collection prior to a Collections Placement and the Contractor shall support this activity by, including but not limited to:						
	· electronically provide Skip Tracing information that is automatically linked to the Violation for use by the CSR;						
	· provide initial collections letter(s) that are automatically populated with the Violation information and Skip Trace address(s);						
	· allow for the CSR to review and approve letters before sending;						
	· provide capability for the CSR to add notes about the collection process;						
	· if not collected after a Configurable period of time, automatically and electronically attach all Skip Trace and collections notes information to the subsequent Collections Placement and						
	· separately account for CSC collections (as compared to Collections Placements) within the BOS in all applicable accounting, financial and operations reports and searches.						
1017	The Contractor shall provide, per the Business Rules, the capability to perform Registered account or Violation escalation, including but not limited to:						
	· warning of Registration Hold Notification;						
	· escalate to Tax Intercept;						
	· pre-collection Notification;						
	· escalate to Registration Hold and						
	· escalate to Collections.						
1018	The Contractor shall provide capability to configure and maintain escalation parameters for each escalation level, including but not limited to:						
	· the minimum number of delinquent Violations (Configurable) over a period of time to initiate collections activities (Configurable);						
	· prevent escalation to collections/Registration Hold when a certain (configurable) percentage of the Violation has been paid;						
	· prevent escalation to pre-collections, Collections and/orRegistration Hold when a certain (configurable) amount of the Violation has been paid;						
	· the account balance thresholds to prevent escalation;						
	· number of days payment on payment plan is delinquent and						
	· number of days from issuance of Investigative Review or Administrative Review Letter.						
1.9.1. Collection Agencies							

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	This process covers the assignment of past due amounts on delinquent accounts, and delinquent Violations to the Contractor-provided Collection Agencies. The Contractor shall provide two (2) separate, qualified Collection Agencies to perform debt collection services. These Collection Agencies shall be performing debt collection services and civil judgement processing on a non-exclusive basis. No assurance or guarantee is made to the selected Contractors regarding the number of accounts placed, the dollar amounts of those accounts, or the percentage of accounts placed.						
1019	The Contractor shall contract with two (2) separate Collection Agencies.						
1020	The Contractor-selected Collection Agencies shall have previous experience collecting toll debt.						
1021	The Contractor shall work with the Authority in determining the volumes and types of Collections Placements assigned to each Collection Agency, which may result in shared placements or all placements being assigned to one (1) of the Collection Agencies.						
1022	The Contractor shall select Collection Agencies whose compensation is based on a percentage of the amount collected.						
1023	The Contractor-selected Collection Agencies shall not dismiss the Authority's debt unless explicit approval has been provided by the Authority.						
1024	The Contractor-selected Collection Agencies shall allow the Authority to recall debt at no cost to the Authority.						
1025	The Contractor-selected Collection Agencies shall not charge any fees for allowing the Authority's debtors to pay using any payment method.						
1026	For uncollected debt, the Contractor-selected Collection Agencies shall process Civil Judgments on behalf of the Authority. The processing of Civil Judgments shall comply with all California statutes and legal processes and the Collections Agencies' attorneys shall be properly licensed. The processing of civil judgements by the Collections Agencies shall be at the discretion of the Authority. The Authority may choose not to use the Collections Agencies for processing of civil judgements.						
1027	The Contractor-selected Collection Agencies shall submit their reporting for approval by the Authority.						
1.9.2. Collection Placement and Management							
	The process of assigning unpaid tolls, fees and penalties to the Collection Agency is called a Collections Placement.						
1028	The Contractor shall provide a Collection Agency for Authority's approval and place eligible transactions in Collections based on Business Rules.						
1029	The Contractor shall provide the capability to identify accounts and delinquent Violations that are eligible for the collection process based upon criteria (Configurable), including but not limited to:						
	· age of debt at account level or individual transaction level;						
	· Flags on the account;						
	· hold status, for example, disputed;						
	· open Cases related debt;						
	· grace period;						
	· total amount owed;						
	· number of delinquent Violation Notices or transactions/trips;						
	· amount owed;						
	· whether customer is in-state or out-of-state;						
· account type and							
· account status.							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1030	The Contractor shall provide the capability to create a Collections Placement for accounts and delinquent Violations eligible for Collections.						
1031	The Contractor shall provide the capability to place a flag on an account that has met the criteria for Collection Placement but has not been placed and an account placed with one of the Collection Agencies.						
1032	The Contractor shall provide the capability to assess a collections fee (for example, add a fee to the balance due) for each Collections Placement eligible for Collections.						
1033	The Contractor shall provide the capability to transmit the Collections Placement to the Collection Agencies for those accounts and delinquent Violation Notice that are eligible and Approved for collection.						
1034	The Contractor shall provide the capability to utilize multiple Collections Agencies and to place eligible transactions in Collections based on Configurable criteria, including but not limited to:						
	· percentages based on both volume and dollar amount, for example, 60 percent to Collection Agency 1 and 40 percent to Collection Agency 2;						
	· past due amount on the account eligible for collection;						
	· prior placements (by customer name, account number, License Plate number and Jurisdiction);						
	· account type;						
	· specified frequency;						
	· ZIP code and · ROV Jurisdiction.						
1035	Provide the capability to automatically assign new transactions that reach the Collections status or workflow stage to the same Collection Agency that any previous transactions on that account have been assigned (for example, all transactions for a given account will always be assigned to the same Collection Agency).						
1036	The Contractor shall provide auditable functionality through the two-way electronic Interface for the Collection Agencies to transmit data to the BOS and for the BOS to transmit data to the Collection Agencies for accounts and Violation Notices assigned to the Collection Agencies, including but not limited to:						
	· updates to demographic information, such as address updates obtained through Skip Tracing;						
	· payments received by the BOS and each Collection Agency (full and partial) and adjustments and reversals of those payments;						
	· reversals and adjustments made on the Collections Placement;						
	· fees on the Collections Placement such as returned payment fee;						
	· suspension of Collections activities due to dispute or Administrative Review;						
	· various status changes due to Civil Judgments;						
	· suspension of Collections activities or cancellation of the Collections Placement due to bankruptcy;						
	· resolution of the Collections Placement at the transaction level;						
· cancellation of the Collections Placement due to recall by the Authority or expiry of the collection period for that Collections Placement and · Write offs and reason codes.							
1037	The Contractor shall provide the capability to recall a Collections Placement/individual Violation Notices/transactions based on Business Rules and request.						

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1038	The Contractor shall provide the capability to automatically display a Flag on account screens with the appropriate Collection Agency ID and date the Collections Placement was sent to the Collection Agency and remove the Flag when an account is no longer in collection.						
1039	The Contractor shall provide the capability to associate with the account all correspondence transmitted to the customer/violator from the Collection Agency.						
1040	The Contractor shall provide the capability to update the address source on accounts and Violation Notices when new address information is received from one of the Collection Agencies.						
1041	The Contractor shall provide the capability to automatically reassign delinquent Violations/transactions to Collections any time a payment used to pay delinquent Violations/transactions in Collections is reversed in the BOS or by one of the Collection Agencies (for example, when a customer makes a payment and that payment is returned by the bank, the receipt of the payment reversal in the BOS shall automatically reassign those delinquent Violations/transactions to the applicable Collection Agency).						
1042	The Contractor shall provide the capability to obtain status of all activities and venues pursued by each of the Collection Agencies to collect on the Authority's debt.						
1043	The Contractor shall provide the capability to receive payment reconciliation files at intervals (Configurable) from the Collection Agencies for all Collections Placement payments during the period. The reconciliation file shall provide detailed data that reconciles the payments and the Collections fee, if applicable.						
1044	The Contractor shall provide the capability to receive Collections Placement balance files, at intervals (Configurable), in order for the BOS to compare to account and Violation Notice balances for auditing purposes.						
1045	The Contractor shall provide the capability to generate an Operational Alert Notification when a Collections Placement balance file is received and the results of the processing of the balance file (for example, the file is in balance or it is out of balance).						
1046	The Contractor shall provide the capability to compare the balances from each of the Collection Agencies to the balances in the BOS and display the accounts and/or transactions that do not balance.						
1047	The Contractor shall provide an aging of all files on Collection Placement.						
1048	The Contractor shall provide a report showing the historical records for Collection Placement including but not limited to:						
	· number of files sent for Collection Placement (historically);						
	· details of accounts written off and the reason;						
	· details of amounts collected, stage collected and amount of reductions if any;						
	· details of accounts actively in Collection Placement and the current collection stage;						
	· details of accounts on payment plan;						
	· details of accounts with Civil Judgments;						
	· details of amounts collected and collection fees paid or due to the Collection Agencies, and the above historical information for each individual Collection Agency.						
1049	The Contractor shall provide the capability to receive Skip Tracing from the Collection Agencies for the Contractor to mail a pre-collection notice.						
1.9.3.	Collection Agency System Access (Phase II)						

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	In addition to the electronic Interface between the BOS and the Collection Agencies, the Contractor shall provide the Collection Agencies with role-based, secure access to the BOS to access information about debt which has been placed in Collections allowing them to research customer issues. The BOS shall allow for limited entries to be made such as managing a Case (initiating, updating or closing it) or updating with customer contact events such as phone calls and emails sent or received.						
1050	The Contractor shall provide a secure role-based access for the Collection Agencies to access the BOS to research customer issues as described within these Requirements.						
1051	The Contractor shall provide unique sign-on credentials for each Authorized User (Collection Agency Staff) and only allow them to access debts which have been placed with their Collection Agency.						
1052	The Contractor shall provide auditable functionality that allows each Authorized User (Collection Agency Staff) to view, enter and edit data in the BOS for accounts and Violations with debt placed with their Collection Agency, including but not limited to:						
	· viewing the account						
	· Viewing associated images;						
	· initiating a Case;						
	· reviewing the status of a Case;						
	· updating a Case;						
	· closing a Case (based on permissions) and						
	· updating customer contact history.						
1.9.4. License Plate Registration Hold and Hold Release							
	When delinquent Violation Notices are past due, a Registration Hold can be placed on the license plate if it meets the conditions for Registration Hold. When the past due amount is brought to a threshold or amount (Configurable) (for example, when the balance is paid or the delinquent Violations are reversed), the Registration Hold may be released. The California DMV supports an electronic interface for initiating Registration Holds and Registration Hold releases. In the event agreements are entered into with other Jurisdictions or responsible entities, the BOS shall support the Registration Hold/Registration Hold release process with these responsible entities.						
1053	The Contractor shall provide the capability to Interface with the Jurisdictions that support license plate Registration Holds/Registration Hold releases or vehicle registration suspension.						
1054	The Contractor shall provide the capability to apply and receive authorization from the DMV to act as OCTA's processor of record.						
1055	The Contractor shall provide the capability to set and maintain the eligibility parameters for the license plate Registration Hold process based upon criteria (Configurable), including but not limited to any combination of:						
	· plate Jurisdiction and Plate Type;						
	· account type;						
	· Flags on the account;						
	· escalation status;						
	· past due toll amount;						
	· past due fee amount;						
	· past due penalty amount;						
	· days past due;						
	· vehicle registration renewal date;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> · an open Investigative Review or Administrative Hearing; · payment plan status; · length of time since the last escalation was done (Configurable); · number of pre-existing vehicle Registration Holds on a license plate; · Plate Type (temporary plate, permanent plate) and · Vehicle Identification Number. 						
1056	The Contractor shall provide the capability to automatically request a Registration Hold if the eligibility criteria (Configurable) are met, for example, if license plate has one delinquent Violation that is past due.						
1057	The Contractor shall provide the capability to check the vehicle registration renewal date and update the existing ROV information in the BOS.						
1058	The Contractor shall provide the capability to place Registration Holds a number of days (Configurable) before or after the license plate renewal date. The BOS shall place the maximum number of Registration Holds per license plate if the license plate has delinquent Violations.						
1059	The Contractor shall provide the capability to round down the Violation amount owed to a whole dollar being sent to the DMV for each Violation for which a Registration Hold is being placed.						
1060	The Contractor shall provide the capability to automatically create and exchange Registration Hold and release files with the responsible entities.						
1061	The Contractor shall provide the capability in the event of a failure to re-try the Registration Hold and release request based on the type of error.						
1062	The Contractor shall provide the capability to automatically release the Registration Hold if resolved and/or paid.						
1063	The Contractor shall provide the capability to automatically re-request the Registration Hold if a payment that was received resulted in the release of Registration Hold and then the payment is subsequently reversed (for example, if a check is returned or if a chargeback is received).						
1064	The Contractor shall provide the capability to accept and process payments records for Violations from the DMV and waive partial amounts remaining on the Violation Notice(s).						
1065	The Contractor shall provide the capability to delay the Registration Hold release by a number of days past the payment date (Configurable) by payment type. For example, if the payment was made by check the BOS should delay the Release by seven days.						
1066	The Contractor shall provide the capability for Authorized Users to manually initiate the release of a Registration Hold without resolution of past due amounts.						
1067	The Contractor shall provide the capability to display Registration Hold and release status on the account including the date of request and status.						
1068	The Contractor shall provide the capability for Registration Hold statuses (statuses that Registration Holds go through), including but not limited to:						
	· Registration Hold pending;						
	· Registration Hold sent to DMV;						
	· Registration Hold Approved by DMV;						
	· Registration Hold rejected by DMV;						
	· Registration Hold not placed due to error;						
	· Registration Hold release pending;						
· Registration Hold released by DMV;							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	· Registration Hold released by BOS and · Registration Hold not released due to error.						
1069	The Contractor shall provide the capability to automatically display Flags on all account screens based upon current Registration Hold status.						
1070	The Contractor shall provide the capability, in the Registration Hold history, to accommodate multiple dates and reject reasons for multiple delinquent amounts and potentially multiple plate numbers.						
1071	The Contractor shall provide the capability for Authorized Users to manually place and release Registration Holds and automatically update the BOS with the proper status obtained from the DMV.						
1072	The Contractor shall provide the capability to add a DMV hold fee to each transaction successfully placed on hold						
1073	The Contractor shall provide the capability to create a payable to DMV for the fee owed to the DMV until the fee is paid through the reduction of the DMV payment file.						
1074	The Contractor shall provide the capability to establish a link between a temporary plate and the coordinating permanent plate to allow for hold to be placed on the temporary plate after the issuance of the permanent plate						
1075	The Contractor shall provide the capability to perform a review of all accounts prior to sending them for DMV hold.						
1076	The Contractor shall provide the capability to reconcile Violations marked as on hold in the BOS with the DMV report.						
1077	The Contractor shall provide the capability to prepare a written DMV abstract of hold release for the customer.						
1078	The Contractor shall provide the capability to Post the monthly DMV payment to the respective Violations-writing off any remaining cents, recording the source of payment as the DMV, and relieving the DMV Payable for the hold fee						
1079	The Contractor shall provide the capability to analyze DMV hold rejects and work with the DMV to resolve any issues to maximize the hold success rate.						
1.9.5. Customer-Initiated Reviews							
	Customers may contest a Violation(s) by initiating an Investigative Review of the Violation(s). If customer disagrees with the decision, the customer may seek an Administrative Review Hearing and ultimately appeal to Superior Court.						
1080	The Contractor shall provide the capability to receive Investigative Review requests, including documents uploaded from the Self-Service Website.						
1081	The Contractor shall provide the capability track Investigative Reviews through their completion						
1082	The Contractor shall provide agreed upon Investigative Review reduction or dismissal codes that are applied to each Violation contained in the review in an efficient manner.						
1083	The Contractor shall provide the capability for an Authorized User to select from a list of reduction or dismissal codes that has a corresponding trip/image processing and financial action, if applicable, generate the appropriate correspondence to the customer or violator stating the results of the review and issue any refunds that may be due (for example, if it is determined the license plate was misread and the Violation was issued to the wrong person, the CSR shall select a code "image error" which will automatically do the following: 1) dismiss the Violation assigned the person who requested the review 2) send the images back for image processing 3) generate a letter to the customer dismissing the Violation 4) refund any payments made).						

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1084	The Contractor shall provide the capability for an Authorized User to select from a list of codes for outcomes that do not result in the reduction or dismissal of the Violation(s) and automatically generates the appropriate correspondence to the customer stating the result of the Investigative Review, reason for non-dismissal, and processes the associated images and trip(s) accordingly.						
1085	The Contractor shall provide the capability to provide a written response to every Investigative Review which includes the reasoning behind the resulting decision. The response letters shall be tied to the Violation dismissal codes so they automatically generate when dismissal action is taken						
1086	The Contractor shall provide the capability to receive Administrative Review Hearing requests by mail, phone, in-person or online. If by phone, the account shall be marked for Administrative Review Hearing and a means for providing a written statement from the customer provided.						
1087	The Contractor shall provide the capability to determine, receive and process the required amount due prior for an Administrative Review Hearing as well as, calculating eligibility for financial hardship exceptions and reduced amounts.						
1088	The Contractor shall provide the capability to schedule the Administrative Review Hearings with the customer and Administrative Hearing Officer within the required timeframes and according to the Business Rules.						
1089	The Contractor shall provide an Administrative Hearing Officer who meets the requirements in the California Vehicle Code and Authority.						
1090	The Contractor shall provide a second review of all Violations for which an Administrative Review Hearing is requested to ensure the Investigative Review was performed accurately and correct any errors or work with the customer to resolve any extenuating circumstances.						
1091	The Contractor shall provide a summary of each Case where and Administrative Review Hearing is requested for Authority review within a week of the Administrative Review Hearing request. The Contractor will work the Authority to resolve Cases if needed.						
1092	The Contractor shall provide the Configurable capability to define the data set that goes into the Evidence Package, including but not limited to:						
	· summary sheet;						
	· BOS and manual notes recorded on the account;						
	· Cases created for the account;						
	· transponder status change history;						
	· each Violation Notice and other Notifications;						
	· customer correspondence;						
	· customer contacts;						
	· DMV or ROV source records or Rental Agreements;						
	· lane health check report from the ETTM System at the time of the transaction;						
· Registered account information if applicable;							
· history of non-payment;							
· images and							
· Recordings of phone calls or scripts of recorded phone calls.							
1093	The Contractor shall provide the capability to create the Evidence Package a number of days (Configurable) before the date of the Administrative Review Hearing and print or upload the package to the location specified.						

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1094	The Contractor shall provide the capability to track information related to the outcomes of Investigative Reviews and Administrative Review Hearings.						
1095	The Contractor shall provide the capability to offer, establish and manage payment plans for customers who cannot pay the balance due in full.						
1096	The Contractor shall provide the capability to provide Investigative Reviews by phone and chat for first contact resolution.						
1097	The Contractor shall provide the capability to provide historical data by specified time period for Investigative Reviews and Administrative Review Hearings including but not limited to:						
	· # requested;						
	· # closed;						
	· Resolution by type;						
	· # outstanding;						
	· age of outstanding and · scheduled hearings by date.						
1.9.6. System-Generated Evidence Package							
1098	The Contractor shall provide the capability to create an Evidence Package containing all information related to the applicable account, violator and Violation Notices, including but not limited to:						
	· detailed toll transaction data associated with Violation Notices;						
	· all Violation Notices and Notifications sent to violator;						
	· all correspondence received from violator;						
	· images related to Violations;						
	· all notes related to account, violator and/or Violation Notices and · any other related Unregistered account activity.						
1.10. Customer Satisfaction Survey							
	The Contractor shall select and provide a Customer Satisfaction Survey Provider Subcontractor to survey customers regarding their experience with the CSC. The BOS will provide the necessary information regarding all customer contacts to the Customer Satisfaction Survey Provider Subcontractor to enable them to survey customers using automated survey tools.						
	The Contractor shall survey customers through the Services of the Customer Satisfaction Survey Provider Subcontractor. Customer surveys shall be performed through electronic means such as email, through a phone survey, text, via the website or a combination thereof. A survey tool shall be provided which will allow for the creation and Maintenance of a variety of different survey templates. Different survey templates may be selected based on contact channel, individual CSR or account type.						
1099	The Contractor shall provide the capability to perform customer surveys through the Customer Satisfaction Survey Provider Subcontractor.						
1100	The Contractor shall offer the Survey opportunity to every customer each time they contact the CSC or as requested by the Authority.						
1101	The Contractor shall provide information to the Customer Satisfaction Service Provider Subcontractor, which includes but is not limited to:						
	· customer name;						
	· contact channel (such as email, phone or walk-in); · customer email address and						

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	· CSR name, in the case of customers calling in or chat. clarify for those interactions with CSRs (or other staff).						
1102	The Contractor shall provide the capability to track customer contact by contact channel, including but not limited to:						
	· phone (IVR only, e.g., the customer resolves their issue with the IVR);						
	· phone (IVR then CSR, e.g., customer contact which started in the IVR and after attempting action, the customer asked to speak with a CSR);						
	· phone (CSR only, e.g., the customer immediately requested to speak to a CSR);						
	· chat (CSR only);						
	· email;						
	· text;						
	· Self-Service Website;						
1103	The Contractor shall, on each survey, ask if the customer would like to be contacted regarding any unresolved concerns.						
	The Contractor shall provide customer survey capabilities with a combination of features, including but not limited to:						
1104	· real-time reporting of survey results to the Authority;						
	· real-time Configurable Alerts to the Authority on certain parameters, such as a low survey score (for example, send an Alert each time a customer provides a rating of two or below on any individual question or the survey as a whole) or key word (for example, each time a customer uses certain profane or threatening words);						
	· real-time dashboard-style feedback for Authorized Users (such as a Web interface for CSRs to view survey results for their own calls and scoring, in comparison with their peers) and						
	· survey scoring.						
1105	The Contractor shall provide reporting functionality for customer contact data to be provided to the Customer Satisfaction Survey Provider Subcontractor, including but not limited to:						
	· date;						
	· account type;						
	· CSR and · contact channel.						
1.11. Transponder Inventory							
	The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, manages the sale and return of transponders to customers, identifies and manages the transponder recall program, and tracks and manages transponder warranty. Inventory levels are required to be monitored regularly by the Contractor and communicated to the Authority to ensure no disruption in transponder availability.						
1.11.1. Inventory Definition and Tracking							
	The BOS shall keep track of transponders from initial order through final disposal or return to manufacturer.						

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1106	The Contractor shall provide the capability to validate transponder serial numbers when they are entered into inventory, against the ranges that already exist to ensure that there are no duplicates. This validation shall include the CTC-issued Facility Code IDs or any corresponding ranges in the future such as ISO 18000-6C and or national Interoperability.						
1107	The Contractor shall provide the capability to search the history of a specific transponder entered in the BOS and provide the history of the transponder including account assignment and transactions.						
1108	The Contractor shall support the performance of a quarterly physical inventory and monthly reconciliation of transponders.						
1109	The Contractor shall provide the capability for an Authorized User to program transponders (for example, reprogram a 2-axle vehicle transponder to a motorcycle transponder).						
1110	The Contractor shall provide the capability to manage any number of transponder types, including but not limited to:						
	· hard-case transponders;						
	· sticker transponders;						
	· 6c switchable transponders;						
	· headlight-mount transponder and bumper-mount transponders.						
1111	The Contractor shall provide the capability to enter global transponder inventory item attributes, including but not limited to:						
	· transponder description;						
	· transponder type;						
	· model number;						
	· manufacturer;						
	· lot, case and tray information;						
	· version of transponder chip technology;						
· transponder communication protocol (single or multi) and transponder style.							
1112	The Contractor shall provide the capability to enter individual transponder inventory item attributes, including but not limited to:						
	· model number;						
	· procurement cost;						
	· sales price (Configurable);						
	· purchase price (Configurable);						
	· manufacture date;						
	· date received;						
	· manifest number;						
	· inventory number;						
	· expiration;						
	· date assigned/purchased;						
	· date first used;						
	· location assigned to customer from;						
	· staff/BOS assigned by;						
	· recall date;						

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	· replacement;						
	· warranty start date;						
	· warranty period;						
	· swap out date;						
	· end of life date;						
	· purchase order number/statement or invoice number;						
	· agency/facility code;						
	· state code;						
	· transponder ID number;						
	· external barcode number;						
	· transponder manufacturer's number;						
	· transponder class;						
	· ID number;						
	· activation code;						
	· status and						
	· inventory location.						
1113	The Contractor shall provide the capability to enter new transponders into the BOS via several methods, including but not limited to:						
	· manually;						
	· file upload and						
	· barcode using a scanner.						
1114	The Contractor shall provide the capability to manually upload a file (manifest) with transponder inventory information using an intuitive and user-friendly process with support for multiple data formats. Functionality shall include but not be limited to:						
	· a mapping tool which shall enable inventory fields to be mapped to a file;						
	· a browse button to locate the file;						
	· validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented);						
	· validation of file contents including the transponder ID based on valid CTOC issued facility codes and						
	· feedback of successful processing by indicating the number of records updated and unsuccessful updates with reason codes.						
1115	The Contractor shall provide the capability to enter transponders in bulk by entering the starting and ending numbers in a range, for example upload inventory by scanning the first transponder's barcode and the last transponder's barcode.						
1116	The Contractor shall provide the capability to track multiple manufacturer warranties based on manufacturer, transponder type or purchase date.						
1117	The Contractor shall provide the capability to track customer warranties based on transponder type or purchase date.						
1118	The Contractor shall provide the capability to identify transponders to be sold and their sale price.						
	The Contractor shall provide the capability to track individual transponders by location at end of day, including but not limited to:						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1119	<ul style="list-style-type: none"> · WIC; · in transit between customer service locations; · at one of multiple individual CSRs; · assigned to an account; · shipping/receiving locations; · returned to manufacturer and · disposed. 						
1120	The Contractor shall ensure that individual transponders can only be assigned to a single location at any one time.						
1121	The Contractor shall provide the capability to restrict transitions among various inventory item locations, for example, transponders in the "assigned to CSR" location cannot go to the "return to manufacturer" location; it can only go to "inventory" location or "account" location.						
1122	The Contractor shall provide the capability to assign an inventory status to each individual transponder, including but not limited to:						
	· on order;						
	· received;						
	· tested and ready for issuance;						
	· active;						
	· inactive;						
	· deactivated;						
	· lost;						
	· stolen;						
	· returned;						
	· awaiting cleaning and testing for reissue;						
· disposal;							
· damaged;							
· defective and							
· end-of-life.							
1123	The Contractor shall provide the capability to change the status for an individual transponder either manually or automatically.						
1124	The Contractor shall provide the capability to set a separate restock threshold for all inventory locations.						
1125	The Contractor shall provide the capability to set and maintain the transponder reorder thresholds and ranges for all relevant parameters related to transponder quantity levels and lead-time requirements for replenishment by manufacturer.						
1126	The Contractor shall provide the capability to send an Operational Alert Notifications(s) before the transponder reorder (from the manufacturer) thresholds are reached. The Alert level can be a percent (Configurable) or number (Configurable) above the re-order threshold.						
1127	The Contractor shall provide the capability to audit the physical inventory at intervals (Configurable) and record the results of the audit.						
1128	The Contractor shall provide the capability to test transponders to ensure they are correctly programmed and that the external barcode is correctly correlated to the internal programming.						
1.11.2.	Transponder Ordering						

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	The Authority will place transponder orders directly with the transponder manufacturer or request that the Contractor place the order directly. Regardless of the method, the creation of the order shall happen within the BOS which allows the purchase order to be recorded, and the order to be tracked, received and loaded into inventory in a manner which reduces manual entry and potential errors. A hard copy document shall be generated and shall be part of an order receiving package to verify receipt and close out the purchase order that was generated by a separate system that is not part of this procurement.						
1129	The Contractor shall provide the capability to create transponder orders within the BOS, both for orders placed directly by the Contractor and orders placed directly by the Authority.						
1130	The Contractor shall provide the capability to change the status of the order and track the order once the associated purchase order has been placed.						
1131	The Contractor shall provide the capability to receive the inventory into the BOS.						
1132	The Contractor shall provide the capability to enter information when receiving transponders, including but not limited to:						
	· verification of delivery of each line item;						
	· verification of quantities for each line item;						
	· actual quantity received if it does not match quantity ordered;						
	· name of person receiving inventory;						
	· location received;						
1133	The Contractor shall provide the capability to generate a transponder receiving document, including but not limited to:						
	· items ordered;						
	· item received;						
	· quantities ordered;						
	· quantities received;						
	· manufacturer or supplier information;						
1134	The Contractor shall provide the capability to make adjustments if the shipment received does not match the original order and track backorders and partial shipments.						
	· received by name;						
	· location received and						
	· date received.						
1.11.3. Inventory Fulfillment							
	Transponders are assigned to customers via inventory Fulfillment. Orders can be fulfilled at the same time the order is placed in a WIC. When inventory is ordered online or by phone, the order is fulfilled in the order received.						
1135	The Contractor shall provide the capability to create transponder orders either at the time of account creation or when individual requests are initiated subsequent to account creation.						
1136	The Contractor shall provide the capability to fulfill transponder orders.						
1137	The Contractor shall provide the capability to present transponder Fulfillment requests for Fulfillment in the order received.						

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1138	The Contractor shall provide the capability to create a transponder sale transaction when inventory order is fulfilled including but not limited to: · full price sale; · warranty sale; · sale at no cost (replacement) and · discount sale (promos and coupons).						
1139	The Contractor shall provide the capability to assign multiple types of transponders to an account and associate the transponder numbers to the account.						
1140	The Contractor shall provide the capability to reassign inventory items from one account to another.						
1141	The Contractor shall provide the capability to replace an existing individual transponder on an account with a different transponder.						
1142	The Contractor shall provide the capability to issue individual transponders to customers via mail and at WICs.						
1143	The Contractor shall provide the capability to distinguish orders for first time customers separate from existing customers in case additional literature is to be included with the order for new or existing customers only (such as a welcome package).						
1144	The Contractor shall provide the capability for transponders delivered by USPS to be activated 24 hours after shipment.						
1145	The Contractor shall provide the capability to automatically recognize vehicles with metal oxide windshields by use of a list the Contractor maintains and automatically issue an exterior tag at time of account opening, vehicle addition or transponder request.						
1146	The Contractor shall provide the capability to automatically recognize motorcycles by their license plate configuration or information provided by the customer and issue them an exterior transponder at the time of account opening, vehicle addition or transponder request.						
1147	The Contractor shall issue a sticker tag (interior or exterior) for every plate listed on the account unless the customer identifies that the vehicle will only be used on a short-term basis, such as rental cars.						
1148	The Contractor shall provide the capability to track customer transponder orders as a single order regardless of the number of items requested. For example, if a customer wants one bumper-mount transponder and two switchable transponders, that order shall be a single customer transponder order.						
1149	The Contractor shall provide the capability for transponder orders to be searched, for order(s) that meet specified criteria, which can then be viewed, immediately fulfilled, modified or canceled.						
1150	The Contractor shall provide the capability to make modifications to the transponder orders prior to fulfilling them. For example, a CSR may need to change the transponder type because the customer's vehicle requires an externally mounted transponder (bumper mount), or add another transponder to the order based on a customer request.						
1151	The Contractor shall provide a single customer Fulfillment receipt detailing the entire order. This receipt shall show the vehicle license plate number(s), type, Jurisdiction, make, model, color, transponder(s) or other inventory item(s) quantities, backordered quantities, sale or lease amounts, payment amount and any associated Account Plan(s), if applicable, for each transponder included in that order.						
1152	The Contractor shall provide the capability to generate a mailing label or print directly on the mailing envelope when fulfilling inventory orders by mail.						
	The Contractor shall provide the capability to batch transponder distribution to improve the efficiency of the order Fulfillment process, including but not limited to:						

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1153	· identify open transponder orders and assign transponders to the accounts automatically;						
	· create batches by transponder type and order type (new, replacement or additional);						
	· transmit data to the mailing services to generate mailing labels by batch;						
	· print transponder receipts;						
	· track the mailing of transponders to customers and						
	· Batch by zip code for the purposes of receiving bulk mailing discounts.						
1154	The Contractor shall provide the capability to perform a quality check of the transponder mailing packages before they are mailed to the customers.						
1155	The Contractor shall provide the capability for transponder receipts to be provided to the customer when the Fulfillment takes place in person.						
1156	The Contractor shall provide the capability to notify the customer that a transponder(s) has been placed in the mail.						
1157	The Contractor shall provide the capability to activate transponders when they are assigned to the account or with a Configurable delay in days when mailed.						
1158	The Contractor shall provide the capability to return transponders to stock and update the order, if applicable while preserving full traceability. For example, if a transponder comes back in returned mail, the BOS shall retain the history of the account that the transponder was added to and that the transponder came back undeliverable.						
1159	The Contractor shall provide the capability to issue more than one transponder type per vehicle.						
1160	The Contractor shall provide the capability to ask the customer if they will need a switchable transponder for carpooling.						
1161	The Contractor shall provide the capability to provide the amount due for transponders and allow the customer to override the transponder order.						
1162	The Contractor shall provide the capability to guide the customer through the transponder type and quantity: sticker for every car, external for problem vehicles and motorcycles, switchable for carpoolers.						
1163	The Contractor shall provide the capability to flag a sticker transponder in an eligible CAV after Configurable # of reads of the vehicle with the authorized eligible CAV plate.						
1164	The Contractor shall provide the capability to flag a sticker transponder in a disabled plate vehicle after a number of Configurable reads in the vehicle with the authorized plate.						
1165	The Contractor shall provide the capability to provide replacement transponders and calculate the amount due, if any, and restart the vehicle to tag association for eligible CAV and other Special Access Plan vehicles according to the Business Rules.						
1.11.4.	Transponder Inventory Recycling						
	The Contractor will test returned transponders and return to usable inventory those that meet the Business Rules.						
1166	The Contractor shall provide the capability to process returned transponders back into the BOS for reissue when the transponders appears to be in good condition and has not reached the end of its useful life.						
1167	The Contractor shall receive and return to inventory and issue the customer a credit according to the Business Rules.						
1168	The Contractor shall provide the capability to assign returned transponders identified as being re-issuable to a box for tracking and reissue purposes.						
1.11.5.	Transponder Testing						

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	Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Equipment required for testing of transponder will be provided by the Authority.						
1169	The Contractor shall provide the capability to test transponders using the transponder reader/tester.						
1.11.6. Transponder Warranty Replacement for the Customer							
	Functionality will be required to support customer warranty returns and replacements.						
1170	The Contractor shall develop transponder replacement Business Rules based on the transponder type, account type and age of the transponder.						
1171	The Contractor shall provide the capability for a customer to request a replacement transponder by all communication channels and at the WIC.						
1172	The Contractor shall provide the capability to create a Case for each replacement request initiated by the customer.						
1173	The Contractor shall provide the capability for customers to return their old transponder to a WIC and receive a replacement transponder or credit to their account immediately according to Business Rules.						
1174	The Contractor shall provide the capability for customers to return transponders to the Authority and receive a refund of the purchase price if the transponder is defective or unused within a Configurable time period.						
1175	The Contractor shall provide the capability to send the customer a self-addressed return envelope to send the old transponder(s) back if the customer contacts the BOS via all communications channels to return a transponder(s).						
1176	The Contractor shall provide the capability to send a replacement transponder to the customer upon the receipt of a replacement request.						
1177	The Contractor shall provide the capability to track the return of the old transponder and update the account upon the successful receipt of the old transponder.						
1178	The Contractor shall provide the capability to generate Alerts if an account has more than a number (Configurable) of replacement claims.						
1.11.7. Inventory Warranty and Returns to Manufacturer							
1179	The Contractor shall provide the capability to enter, modify and delete transponder manufacturer information, including but not limited to:						
	· name;						
	· contact person;						
	· full address;						
	· phone numbers;						
	· rules for returns and · minimum number of transponders per return shipment.						
1180	The Contractor shall provide the capability to create a Return to Manufacturer (RMA) number and associated packing list by manufacturer for each RMA shipment.						
1181	The Contractor shall provide the capability for the opening, tracking and closing of RMA shipments by RMA number.						
1182	The Contractor shall provide the capability to add or remove specific items from an RMA shipment.						
1183	The Contractor shall provide the capability to track warranty payment or replacement transponders due from the manufacturer for returns under warranty.						

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1184	The Contractor shall provide the capability to pro-rate the warranty period of the returned transponder based on the warranty left on the transponder identified for warranty return.						
1185	The Contractor shall provide the capability to accept a spreadsheet that maps old transponders to the new transponders in order to identify the remaining warranty.						
1.12. Customer Portals							
	The Authority will be responsible for the Self-Service Website with exception of the "my account" section, which is the responsibility of the Contractor.						
	Customers can obtain access to their accounts via customer portals which include the Self-Service Website and the Self-Service Mobile Application (Phase II and optional). These customer portals provide access to real-time account data. The Self-Service Website allows customers to establish accounts, manage their accounts and manage Violations.						
1.12.1. Self-Service Website							
1186	The Contractor shall have experienced internal resources and/or partners with significant, demonstrable Self-Service Website development expertise in using the latest frameworks, tools, navigation and look and feel to optimize the customer experience.						
1187	The Self-Service Website shall have a sophisticated, standards-driven, front-end framework that is device and browser agnostic, and is completely responsive to all mobile devices.						
1188	The Contractor's solution shall facilitate the use of single code bases that can be delivered across platforms and devices and streamline the primary and Regression Testing required when deploying Software updates and Enhancements.						
1189	The Contractor shall be responsible for the "my account" portion of the Self-Service Website only. The Contractor shall be responsible for hosting the entire Self-Service Website including Authority controlled content.						
1190	The Contractor shall provide the capability for the Authority's designated users to access and update Authority provided content to static pages in accordance with Approved change management procedures.						
1191	The Contractor shall use the header/footer provided by the Authority and the Contractor shall be responsible for formatting header/footer in accordance to the Authority portion of the website, including all further updates. In addition, working with and taking input from the Authority's designated website developer, the Contractor shall design and provide the capability to support multiple use cases wherein all requested customer information is made available to the Authority managed portion of the website. The Contractor shall include this effort in all design documents and testing. The Contractor shall support the header/footer and sharing of customer data at no additional cost to the Authority during all updates, Upgrades and Enhancements to the application.						
1192	The Contractor shall provide a secure Self-Service Website in English and Spanish and all external Interface portals, that shall be compatible with the versions most utilized by the public and future version releases of the following browsers, including but not limited to:						
	· Microsoft Internet Explorer;						
	· Microsoft Edge Browser;						
	· Mozilla Firefox;						
	· Google Chrome;						
	· Apple Safari;						
	· any other browser reaching five percent market penetration, as Approved by the Authority and						

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	· smartphone/tablet/mobile browsers.						
1193	The Contractor shall provide the capability for customers to perform all actions or get information they might ask of a CSR on the Self-Service Website, with certain exceptions based on following a process requiring a specific user role, interaction with a CSR or due to security concerns.						
1194	The Contractor shall provide the capability for customers to view, export and print all statements.						
1195	The Contractor shall provide capability for a customer to search the website for key words or key phrases.						
1196	The Contractor shall provide quick links to most frequently used pages.						
1197	The Contractor shall provide Web navigation optimized for speed regardless of the Web browser used on the secure Self-Service Website.						
1198	The Contractor shall provide the capability to support the expiration of cookies.						
1199	Detect and advise users of the Self-Service Website if the browser used is old or not supported.						
1200	The Contractor shall provide a Self-Service Website accessible on a range of mobile devices, irrespective of differences in presentation capabilities and access mechanisms, including but not limited to smartphones and tablet computers.						
1201	The Contractor shall provide a Self-Service Website that paginates content in various ways corresponding to differences in viewing device characteristics. The navigation structure of the site, and its technical realization shall vary according to the device class being served.						
1202	The Contractor shall provide a Self-Service Website that supports the latest versions of mobile operating systems, including but not limited to:						
	· Apple iOS;						
	· Android Web operating system;						
	· Windows Phone operating system and · any other browser reaching five percent market penetration, as Approved by the Authority.						
1203	The Contractor shall provide a Self-Service Website that supports the latest versions of mobile browsers, including but not limited to:						
	· Safari;						
	· Google Chrome and · any other browser reaching five percent market penetration, as Approved by the Authority.						
1204	The Contractor shall provide Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools that supports all required browsers for the measurement, collection, analysis and reporting of internet data for purposes of understanding and monitoring performance, optimizing website usage, business and market research and to assess and improve the effectiveness of the Self-Service Website. The Web analytics tools shall track all usage on the Self-Service Website including but not limited to:						
	· number of individual hits by screen;						
	· number of specific activities performed;						
	· number of page views;						
	· number of repeat visitors versus new visitors;						
	· bounce rate;						
	· abandonment rate;						
· usage reports, for example click-through and navigation reports that monitor efficiency in navigation;							

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	<ul style="list-style-type: none"> continual monitoring of total time to load the website; continual monitoring of website page load times; continual monitoring of individual element load times; continual monitoring of login availability and continual monitoring of overall application availability. 						
1205	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools shall be integrated with the PMMS for notification of performance issues.						
1206	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) shall provide Configurable real-time reporting for all services monitored and data collected.						
1207	The Contractor shall provide a Self-Service Website that supports the addition of sponsored advertisements Approved by the Authority.						
1.12.1.1. Account Access and Security							
1208	The Contractor shall provide the capability to control the features and capabilities available to customers based on the account type.						
1209	The Contractor shall provide the capability for a customer to select a PIN upon account establishment.						
1210	The Contractor shall provide the capability for a customer to create a username and password upon account establishment.						
	<ul style="list-style-type: none"> The web server shall support username and password strength requirements as determined during the Implementation Phase and documented in the Business Rules and the web server shall support two-factor authentication and provide user configurability to enable or disable. 						
1211	The Contractor shall provide the capability for a user account session time out after a period of inactivity (Configurable).						
1212	The Contractor shall provide the capability for an Authorized User to set, based on user-role, the length of inactivity time before a session time out.						
1213	Prevent customers from accessing the BOS after a number of failed login attempts (Configurable) within an amount of time (Configurable) and send an Alert message to the PMMS.						
1214	The Contractor shall provide the capability for the BOS to automatically reset the customers' access to the BOS after a Configurable amount of time has elapsed since the last unsuccessful login attempt.						
1215	The Contractor shall provide the capability for Authorized Users to reset the customer's access to the BOS after the customer's access has been locked due to unsuccessful log on attempts.						
1216	The Contractor shall provide the secure capability, without Authorized User interaction, for customers to gain online access to their existing account(s) when they have forgotten their username and/or password. Data necessary to gain online access shall differ depending on account type.						
1217	The Contractor shall provide the capability to upon the first logon require the user to complete up to five (5) security challenge questions and answers for use in future account access.						
1218	The Contractor shall provide the capability to reset the PIN.						
1219	The Contractor shall provide the capability to reset the password with requirements for password strength and reuse of previous password restrictions.						
1220	The Contractor shall provide the capability to change username.						
1221	The Contractor shall provide the capability to manage (add/delete/modify) security questions.						
1.12.1.2. Account Establishment and Maintenance							

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1222	The Contractor shall provide an account creation process that logically leads a customer via the Self-Service Website through all of the necessary steps to create an account including, but not limited to:						
	· Account type;						
	· Account plan;						
	· Name (primary and secondary);						
	· Contact information (billing and shipping);						
	· Email address;						
	· Vehicle information;						
	· Transponder requests;						
	· Payment information;						
	· Statement and correspondence method of delivery;						
· Opt-in for various communications (texts, e-blasts, statements, marketing) and							
· Opt-in for customer survey.							
1223	The Contractor shall provide the capability for a customer with an Unregistered account to open a Registered account without having to enter the name, address or vehicle information including the vehicle effective date equal to the first Violation transactions. The customer shall be able to make a single payment for the Violation amount due and the account establishment amount.						
1224	The Contractor shall provide on-screen guidance to the customer via the Self-Service Website during the account creation process regarding missing or improperly formatted information. The customer shall not be able to move to the next step until the required information is provided in the appropriate format and the proper action shall be clearly identified.						
1225	The Contractor shall provide the capability when opening a new account to automatically identify other account(s) associated with that account name or address and create a Case to allow a CSR to determine whether or not the account is a duplicate.						
1226	The Contractor shall provide the capability for the selection of account type and account preferences during the establishment of an account based on anticipated usage and other requirements.						
1227	The Contractor shall provide the capability, when adding contact information, to assist the customer by requiring zip code be entered first, then providing a pre-populated city and stat. Upon entry of a street address, the BOS should populate options for selection in the USPS standardized address format.						
1228	Require that the Authority's terms and conditions and privacy policy are acknowledged and a record of that acknowledgment saved in the BOS prior to establishing an account.						
1229	The Contractor shall provide the capability for customers to set and modify preferred communication channels.						
1230	The Contractor shall provide the capability for the customer to update all information on their account.						
1231	The Contractor shall provide the capability to require a customer to accept revised account terms and conditions and privacy policy upon log in if a change is made to the account terms and conditions or privacy policy.						
1232	The Contractor shall provide the capability for electronic email address confirmation during the account creation process. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the account. Upon validation, the BOS shall allow for the account creation process to be completed.						

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1233	The Contractor shall provide the capability for any subsequent additional email addresses added, to perform the email address validation process prior to finalizing the entry on the account. A message shall be displayed indicating the email address shall not be added until the validation process is complete.						
1234	The Contractor shall provide the capability for sending an account summary/profile to the customer upon a successful account creation process. The account summary/profile shall also be provided in a printer-friendly format.						
1235	The Contractor shall provide the capability for customers to specify "how did you hear about us?" during the account creation process.						
1236	The Contractor shall provide the capability for customers to be asked a series of marketing questions (Configurable).						
1237	The Contractor shall provide customers with a running amount due (details and summary) as they proceed through the account set-up process including but not limited to:						
	· account fee at time of account establishment;						
	· prepaid balance amount;						
	· transponder cost amount and · Violation amounts.						
1238	The Contractor shall provide the capability for a customer to close his/her Registered account.						
1.12.1.3. Payment Processing							
	To provide a customer experience that is intuitive, efficient and meets the needs of a self-service oriented customer, the BOS must provide a well-designed and logical customer self-service payment setup and management process						
1239	The Contractor shall provide the capability to determine the payment methods available (Configurable) based on account type.						
1240	The Contractor shall provide the capability for the manual replenishment (via existing payment methods on the account) of Registered accounts.						
1241	The Contractor shall provide the capability for the customer to set up an automated recurring replenishment via Credit Card and ACH.						
1242	The Contractor shall provide the capability for violators to view the images (in compliance with PII requirements) associated with the Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation and make payments or initiate a dispute by entering the pertinent dispute information.						
1243	The Contractor shall provide the capability to automatically create a Case and populate it with all pertinent information when a violator disputes a Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation.						
1244	The Contractor shall provide the capability for the violator to upload file(s) supporting the dispute and automatically associate those files to the Case.						
1245	The Contractor shall provide the capability for violators to make a payment and have it applied towards a specific item on the account or the entire balance due, for example Violation Notices, penalties and fees.						
1246	The Contractor shall provide the capability to Configure whether or not to allow partial payments for Violation-related activity.						
1247	The Contractor shall provide the capability to allow for the payment of Violations and an account replenishment with one payment.						

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1248	The Contractor shall provide the capability for a customer to intuitively and efficiently add the violating license plate/vehicle to an account, for which they have login access, and have the BOS verify to the customer that the license plate has been added and the transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot Post to the account or the license plate cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.						
1249	The Contractor shall provide the capability, in accordance with the Business Rules, for a customer to intuitively and efficiently establish an account via a "sinner to saint" process offered to violators that meet certain criteria. The BOS shall verify that the account has been created, the license plate/vehicle has been added and transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot Post to the account or the license plate/vehicle cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.						
1250	The Contractor shall provide the capability that once a Violation transaction/trip is transferred to an account, all other eligible Violations automatically transfer to the account in Accordance with the Business Rules.						
1251	The Contractor shall provide the capability during the Violation payment process to notify Interoperable/CTOC Agency customers of the process and time constraints for updating their account to allow for the Posting of the transactions/trips to their account through the Interoperable/CTOC Agency.						
1252	The Contractor shall provide the capability to allow for a primary and secondary Credit Card and provide a processing sequence for when to process each or let the customer select via the website for a one-time payment.						
1253	The Contractor shall provide the capability for Violation transaction/trip payments using only the license plate number, Plate Type, Jurisdiction and/or other information (Configurable and based on Business Rules) for authentication.						
1254	The Contractor shall provide the capability to prevent customers from making payments in excess of a Configurable amount based on account type.						
1255	The Contractor shall provide the capability to configure whether or not customers are allowed to make payments to their accounts for amounts in Collections.						
1256	The Contractor shall provide the capability to display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to customer being allowed to submit a payment.						
1257	The Contractor shall provide a clear summary of charges to be processed and require customer confirmation prior to processing payment.						
1.12.1.4. Vehicles, License Plates and Transponders							
1258	The Contractor shall provide the capability for customers to request and pay (sale) for new transponders.						
1259	The Contractor shall provide the capability for the customer to request a replacement transponder indicating which transponder is being replaced and the BOS should automatically determine the age of the transponder to determine if there is a charge for the replacement according to the Business Rules.						

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1260	The Contractor shall provide the recommended number and types of transponders in accordance with the customer request and the Business Rules.						
1261	The Contractor shall provide the capability to identify vehicles which require an external transponder and Flag them for an external headlamp transponder.						
1262	The Contractor shall provide the capability for customers to deactivate a transponder.						
1263	The Contractor shall provide the capability to allow for the deactivation of a transponder and reactivation of a transponder.						
1264	The Contractor shall provide the capability for customers to add, delete and update a beginning and end date/time for a specific vehicle and license plate at the account level. For example, a customer may wish to add a vehicle on the account for a limited amount of time.						
1265	The Contractor shall provide the capability to identify temporary plates and include the expiration date for use in reminding the customer to provide the permanent plate. The temporary plate and permanent plate shall be properly linked with the vehicle and account to facilitate proper System processing and customer service.						
1266	The Contractor shall provide the capability for customers to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be Configurable. Upon back dating provide the customer with the amount due allowing for a one-time payment for the amount due or payment from the prepaid balance.						
1267	The Contractor shall provide the capability for customers to add, delete and manage vehicles.						
1268	The Contractor shall provide drop down lists of vehicle makes and models.						
1269	The Contractor shall provide the capability to inform the customer at the time of addition if a vehicle plate is active on another account and have them confirm that they want to continue with the addition.						
1270	The Contractor shall provide the capability to identify motorcycle vehicle plates using the DMV plate configuration and Flag them for an external headlamp transponder.						
1271	The Contractor shall provide the capability to allow the customer to indicate a disabled plate or disabled veteran plate and upload the required supporting documentation and flagging the account for approval by a CSR.						
1272	The Contractor shall provide the capability to identify qualified clean air vehicles through the DMV file or customer provided documentation through a document upload and Flag for Clean Air Vehicle validation.						
1273	The Contractor shall provide the capability (Configurable) for customers to upload a file with vehicles and associated information, using an intuitive and user-friendly process that supports multiple data formats, for example delimiter-separated data or Excel. Functionality shall include but not be limited to:						
	· a browse button to locate the file;						
	· validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented);						
	· on-screen feedback of successful processing by indicating the number of vehicles imported and send email Notification of successful import.						
1274	The Contractor shall provide a downloadable sample vehicle file and data definition document with instructions for each supported format.						
1275	The Contractor shall provide detailed instructions regarding the process to upload vehicle information.						
	The Contractor shall provide the capability to automatically identify account(s) associated with a license plate being added to an account, including but not limited to:						

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1276	<ul style="list-style-type: none"> · violator account with unresolved Violations; · accounts in bad standing; · accounts closed in bad standing; · accounts with debt in Collections; · accounts in bankruptcy and · accounts where the license plate is active on another account. 						
1277	The Contractor shall provide the capability to either (determined during design) automatically initiate a Case and direct the customer to call the CSC or get a warning and allow the customer to proceed when the license plate they are attempting to add to their account is active on another account, other than a rental car account.						
1.12.1.5. Notifications							
1278	The Contractor shall provide the capability for customers to log in, view and print the Notifications associated with their account.						
1279	The Contractor shall provide the capability for customers to view and print past account statements or invoices, or to generate an on-demand account statement or invoice (in both PDF or CSV formats), based on selection criteria for all account types.						
1280	The Contractor shall provide the capability for violators to view and print Violation Notices including all associated Violation images.						
1281	The Contractor shall provide the capability to access Violation Notices, citations and/or collection letters associated with Unregistered accounts and make payments. These documents can be accessed by the violator using the vehicle license plate number and Jurisdiction and the violator account number (or other information to be defined during the Implementation Phase).						
1282	The Contractor shall provide the capability upon logging into the account, provide the customer with customized special messages regarding their account such as credit card expired, payment declined, temp plate expired, pay by plates occurring on a specific vehicle.						
1283	<p>The Contractor shall provide the capability to display Notifications (Configurable), including but not limited to:</p> <ul style="list-style-type: none"> · allowable Flags related to the account; · transponder in certain status, for example, lost or stolen; · dispute status; · payments and · other information which the Authority wants presented to the customers and other website visitors. 						
1.12.1.6. Website – Other Functionality							
1284	The Contractor shall provide the capability to view transactions history and associated vehicle images for each Image-Based Transaction/Trip. The Contractor shall properly address PII compliance during design.						
1285	The Contractor shall provide the capability to initiate disputes.						
1286	The Contractor shall provide the capability for a customer to upload a file, including pdf, all Microsoft Excel and Word files, text files, all types of image files and csv files, and have it associated to the account and Case, if applicable. Such uploads shall be structured within a specific process where a category can be assigned and a Case opened for an Authorized User to verify, for example additional evidence for a dispute, or police report for a stolen vehicle.						

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1287	The Contractor shall provide the capability to limit the types of transactions, screens and activities customers can access via the Self-Service Website based on account type, including but not limited to:						
	· account Flags;						
	· account balance;						
	· account status;						
	· based on Security Standards and PII and · based on Business Rules.						
1288	The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the Self-Service Website.						
1289	The Contractor shall provide the capability for customers to enroll in various Account Plans.						
1290	The Contractor shall provide the capability for customers to enter promotion codes on their accounts.						
1291	The Contractor shall provide the capability for customers to set "opt in" and "opt out" options for certain Notification types, including but not limited to:						
	· statements;						
	· account -related Notifications;						
	· texts; · marketing/newsletters and · customer surveys.						
1292	The Contractor shall provide the capability for customers to enter requests or customer feedback and add a feedback category via drop-down menu options.						
1293	The Contractor shall provide the capability to open a Case.						
1294	The Contractor shall provide the capability to create Cases for customer requests including but not limited to:						
	· requests for new accounts;						
	· toll charges to their account;						
	· general customer requests via "contact us";						
	· inventory requests; · disputes and · request for call back.						
1295	The Contractor shall provide the capability to view Case(s) associated with the account.						
1296	The Contractor shall provide secure chat capabilities where account holders can exchange messages with an Authorized User.						
1297	The Contractor shall provide page(s) for information on hours of operation and locations for WICs.						
1298	The Contractor shall provide page(s) for information on hours of operation and phone numbers for the CSC.						
1299	The Contractor shall provide page(s) for general information about tolls and toll collection.						
1.12.2. Self-Service Mobile Application (Phase II and Optional)							
	The Contractor shall provide a Self-Service Mobile Application.						
1300	The Contractor shall provide a Self-Service Mobile Application specifically designed to operate with smartphones and tablets.						
1301	The Contractor shall provide the capability to access the native functionality of the mobile device to provide enhanced account management and payment functionality. For example, access to the camera or to mobile payment options.						

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1302	The Self-Service Mobile Application shall provide the same functionality and informational pages as the Self-Service Website, including but not limited to:						
	· all account update functions;						
	· all account transaction, payment and other history;						
	· all payment functionality;						
	· all notification functionality;						
	· all transponder management functionality;						
	· informational pages and other functionality determined during the Implementation Phase.						
1303	The Contractor shall provide native mobile application capabilities on the Self-Service Mobile Application, including but not limited to:						
	· push Notifications and location-based Services.						
1304	The Self-Service Mobile Application shall provide access to the top five (5) United States mobile payment applications, as Approved by the Authority's, that require access to device specific functions.						
1305	The Contractor shall provide the capability for processing of all potential payments as well as account replenishment via the implemented mobile payment applications.						
1306	The Contractor shall provide a Self-Service Mobile Application that supports the addition of sponsored ads Approved by the Authority.						
1.13. Customer Contact Systems							
1.13.1. Telephony Systems Requirements							
	The Contractor is required to provide, operate and maintain the telephony system at all CSC and WIC locations (with the exception of the OCTA Store WIC).						
1307	The Contractor shall provide a telephony system including an automated call distributor (ACD) that is fully integrated with the BOS for capable of simultaneously handling inbound/outbound customer calls, all CSC Operations calls and on-site BOS personnel internal calls. The telephony system shall be capable of meeting all current and future capacity Requirements.						
1308	The telephony system shall meet all future capacity requirements.						
1309	The Contractor shall provide a telephony system meeting the following, including but not limited to:						
	· fully integrated with the functional BOS;						
	· fully integrated into the Desktop Environment;						
	· fully integrated into all CSC Operations Facilities and supports all related functional Requirements contained herein.						
1310	The Contractor shall provide a telephony system which is designed to meet the Performance Measures and availability Requirements.						
1311	The Contractor shall provide sufficient Session Initiation Protocol (SIP), or equivalent, to support 200 percent of the anticipated call volumes.						
1312	The Contractor shall provide a real-time telephony dashboard that allows the Authority and CSC management to monitor the call handling performance.						
1313	The Contractor shall provide full integration between the telephony system and the BOS, including but not limited to:						
	· association of all customer inbound/outbound calls with the account;						

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	<ul style="list-style-type: none"> association of detail regarding the customer contact with the account, for example, wrap codes and ad-hoc Authorized User entered information and the availability, via the BOS application account screens, of all customer contact records. 						
1314	The Contractor shall provide the capability for the telephony system to be trained to identify key words/phrases and notify an Authorized Users in real-time or upon request.						
1315	The Contractor shall provide an integrated CSR quality review functionality such that the reviewer can listen to the call, watch the recorded screen movements and score the call against the Configured criteria.						
1316	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the call.						
1317	The Contractor shall provide the capability for Authorized Users to add/delete/modify survey questions for an after-call survey.						
1318	The Contractor shall provide the capability for the telephony system to provide a survey for the customers after the call.						
1319	The Contractor shall provide the capability for Authorized Users to obtain the results of the after-call survey.						
1320	The Contractor shall provide the capability to allow a supervisor to monitor or participate in real time the phone conversations between the CSR and the customer and view CSR screen navigations, including but not limited to: <ul style="list-style-type: none"> just listen; listen and talk only to CSR (coach) and participate in a three-way call with the customer. 						
1321	The Contractor shall provide the capability for the Authority to remotely and non-intrusively monitor live calls.						
1322	The Contractor shall provide the capability for the Authority to remotely review all recorded calls randomly of specifically categorized by, including but not limited to: <ul style="list-style-type: none"> CSR; call subject; specific customer account; call date/time; escalation and customer behavior. 						
1323	The Contractor shall provide the capability for English and Spanish language options.						
1324	The Contractor shall provide automated call routing based on customer selections. For example, if the customer selects the Spanish language option and then wishes to pay a Violation Notice, the call is sent to a Spanish-speaking CSR with the ability to accept payments.						
1325	The Contractor shall provide automated call distribution, including conditional routing to qualified Authorized Users.						
1326	The Contractor shall provide for call routing based on conditions, including but not limited to: <ul style="list-style-type: none"> time of day; day of week; Holiday schedule; planned outage; wait times (Configurable) and 						

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	· call volumes (Configurable).						
1327	The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to call handling, including but not limited to:						
	· service levels;						
	· skill levels;						
	· language selection;						
	· phone number and hours of operation for contact center;						
	· locations of WICs;						
	· remote/other call handling locations;						
	· conditional escalations;						
	· prioritization of queues;						
	· call routing rules;						
	· call recording rules;						
	· call wait-time rules;						
· music on hold selections and · message on hold selections.							
1328	The Contractor shall provide the capability to specify and manage service levels.						
1329	The Contractor shall provide the capability to notify Authorized Users regarding service level performance.						
1330	The Contractor shall provide the capability to automatically move contacts between service groups to meet service levels and key performance indicators.						
1331	The Contractor shall provide the capability to prioritize contacts.						
1332	The Contractor shall provide the capability to reprioritize contacts in queue.						
1333	The Contractor shall provide the capability to restrict outbound calling to only specific users.						
1334	The Contractor shall provide the capability to make outbound pre-recorded calls.						
1335	The Contractor shall provide the capability to manage outbound call campaigns.						
1336	The Contractor shall provide the capability to manually initiate automated outbound calls to accounts that meet specified criteria (for example, initial collections activities based on information provided by the Collections Agencies).						
1337	The Contractor shall provide the capability for Authorized Users to be designated for both outbound and inbound calling.						
1338	The Contractor shall provide the capability to record and activate new initial messages to be heard by all callers, for example Maintenance messages that the IVR is down or that the CSC is closing early.						
1339	The Contractor shall provide the capability for virtual queuing, which allows customers to hang up while still keeping their place in the queue and receive a call a back when it is their turn rather than waiting on hold.						
1340	The Contractor shall provide the capability to notify callers of the estimated wait time either on hold or for a call back.						
1341	The Contractor shall provide expected wait time messages during the time the customer is on hold.						
1342	The Contractor shall provide recorded audio while customers are on hold.						
1343	The Contractor shall provide the capability to record messages to be played to on-hold customers.						
1344	The Contractor shall provide for the interspersing of music for pre-recorded on-hold messages.						

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1345	The Contractor shall provide computer telephony integration to the BOS to display the user account, including but not limited to: · screen pop based on inbound caller ID; · screen pop based on caller-entered information and · screen pop notifying CSR that customer has successfully authenticated.						
1346	The Contractor shall provide the capability for all inbound and outbound calls to be recorded.						
1347	The Contractor shall provide the capability to prevent recording, transmitting, or storage of Credit Card information within or through the BOS or OCTA network, for example, for the purpose of tokenization, transfer the warm call to the Merchant Service Provider for payment and once payment is completed transfer back to CSR.						
1348	The Contractor shall provide workforce management tools, including but not limited to: · forecasting contact volume based upon historical trends; · managing key performance indicators; · dashboard monitoring of key performance indicators; · real-time reports for monitoring key performance indicators and · call recording on demand or automatically.						
1349	The Contractor shall provide supervisory management tools, including but not limited to: · manage call recording profile by Authorized User; · chat electronically with Authorized Users; · silently monitor calls; · initiate a three-way call; · remove the Authorized User from the call; · access real-time agent performance statistics and · access real-time group performance statistics.						
1350	The Contractor shall provide the capability for Authorized Users (for example Authority staff) to remotely access real-time and historical performance information, including but not limited to: · overall customer call queue information; · all wait time and call handling times; · specific call queue information, for example, information about only the Spanish queue or the dispute queue; · chat queue information; · key performance indicators and · active Authorized Users.						
1.13.2. IVR System							
	The IVR System allows allow customers to perform all actions that they might ask of a CSR with the exception of certain functions that are specific to the role of an Authorized User, for example adding certain Account Plans or changing the name on an account. The IVR must provide all required functions in both English and Spanish.						
1351	The Contractor shall provide sufficient IVR processing capacity to support 200 percent of the anticipated call volumes and shall have the capability to provide additional capacity on-demand.						
1352	The Contractor shall provide the capability to configure the IVR System, including but not limited to: · allowable number of failed authorization attempts; · allowable number of invalid responses and						

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	allowable idle time.						
1353	The Contractor shall provide the capability to view and configure the phone tree in graphical manner.						
1354	The Contractor shall allow for custom IVR messages to be immediately recorded and inserted as needed and requested.						
1355	The Contractor shall provide the capability for standard messages to be rotated in the IVR as needed or requested.						
1356	The Contractor shall provide the capability for an Authorized User to have role-based access to the system to make all types of common IVR changes.						
1357	The Contractor shall provide directed dialog natural language speech recognition for all IVR services, recognizing the customers voice for identity verification, option selections, navigation and customer-provided information such as account information, Violation number, plate number, etc., and for customer accessing of account and all other information provided by the IVR.						
1358	Support bi-lingual (English and Spanish) interaction, and the Contractor shall provide the Interface that supports bi-lingual options for customer interaction.						
1359	Support various modes of operation, including but not limited to:						
	· CSC open hours when the IVR and CSR options are available to service the customer;						
	· CSC off-hours when only the IVR is available to service the customer and conditions where the BOS is not functional, CSC is not open for operations, but the IVR System is operational.						
1360	The Contractor shall provide the capability to verify customer identity and authorization prior to transferring the customer to a CSR. The verification authorization process shall be automated to minimize any delays for the customer.						
1361	The Contractor shall provide the capability to pop-up the customer account or Violation information on the BOS screen so the CSR has all the pertinent information available prior to the call being received by the CSR.						
1362	The Contractor shall provide for the retention of account number, Violation Notice number or other entered information (excluding any Credit Card information) to be made available to the CSR who takes the call should the customer exit the IVR and wish to speak to a CSR.						
1363	The Contractor shall provide the capability for the caller to execute multiple options within the same call, for example return to previous menu and repeat prompt options.						
1364	The Contractor shall provide English and Spanish speaking customers the ability to respond to the IVR by pressing designated keypad buttons on their phone or saying a response.						
1365	The Contractor shall provide a single IVR recording voice talent per supported language and have consistency in voice volume and intonation throughout the Operations and Maintenance Phases.						
1366	The Contractor shall provide the capability to fully integrate with the Merchant Service Provider Credit Card information while maintaining compliance with tokenization and PCI DSS Requirements.						
1367	The Contractor shall provide the capability for customers to manage their account.						
1368	The Contractor shall provide the capability for customers to access the account using the PIN and one other piece of information, including but not limited to:						
	· caller ID (ANI);						
	· account number;						
	· license plate number;						
	· transponder number and						

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	· Violation Notice number.						
1369	The Contractor shall provide the capability to limit the types of transactions and activities customers can access via the IVR based on account types, including but not limited to:						
	· account Flags;						
	· account balance;						
	· account status;						
	· Account Plan;						
	· account type and · Business Rules.						
1370	The Contractor shall provide the capability for customers to add, edit and remove Credit Cards associated with the account.						
1371	The Contractor shall provide the capability for customers to make a one-time payment to the account.						
1372	The Contractor shall provide the capability for customers to enroll in auto replenishment and configure replenishment information.						
1373	The Contractor shall provide the capability for customers to make a payment using an existing payment method on the account without having to re-enter the payment method information.						
1374	The Contractor shall provide the capability to accept Credit Card payments via tokenized method.						
1375	The Contractor shall provide the capability to prevent customers from making payments in excess of an amount based on account type (Configurable).						
1376	The IVR shall not store any of the Credit Card information that is input, including in recordings and logs.						
1377	The Contractor shall provide detailed tracking of payments processed via the IVR.						
1378	The Contractor shall provide an audio summary for the customer, including payment method details (last specific number of digits on the Credit Card) and amount, and request confirmation prior to allowing the customer to submit a payment.						
1379	The Contractor shall provide the capability for customers to make a payment and have it applied toward the account balance or a specific item on the account.						
1380	The Contractor shall provide the capability for violators to make a payment and have it applied toward a specific item on the account.						
1381	The Contractor shall provide the capability for customers to obtain the last "x" number of toll transactions (Configurable).						
1382	The Contractor shall provide the capability for customers to obtain the last "x" number of Financial Transactions (Configurable).						
1383	The Contractor shall provide the capability for customers to obtain the balance on the account.						
1384	The Contractor shall provide the capability for customers to request statements with the option to select the delivery method.						
1385	The Contractor shall provide the capability for customers to add, edit and remove vehicles and license plates from the account.						
1386	The Contractor shall provide the capability for customers to order transponders and mounting strips.						
1387	The Contractor shall provide the capability for customers to report lost/stolen transponders.						
1388	The Contractor shall provide the capability for customers to update the PIN.						
1389	The Contractor shall provide the capability for customers to hear Notifications that have been sent.						
1390	The Contractor shall provide the capability for customers to receive a confirmation by preferred channel when account updates or payments are made via the IVR.						

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1391	The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the IVR.						
1392	The Contractor shall provide IVR System reports that help determine how the IVR is functioning and its effectiveness, including but not limited to:						
	· the number of calls routed to the IVR;						
	· abandon rate;						
	· account Maintenance activities performed;						
	· payments processed;						
	· transaction history accessed;						
	· customer support requests;						
	· general information obtained and						
· the number of calls transferred to a CSR from the IVR.							
1.13.3. Email							
1393	The Contractor shall provide the capability to service and manage inbound/outbound customer emails.						
1394	The Contractor shall acquire new email domains Approved by the Authority for use by the new BOS;						
1395	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the email.						
1396	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.						
1397	The Contractor shall provide the capability to estimate and/or program the response time to a customer's email.						
1398	The Contractor shall provide the capability to send e-blast emails to all customers with an email address.						
1399	The Contractor shall provide the capability for English and Spanish language options.						
1400	The Contractor shall provide automated email distribution, including conditional routing to qualified Authorized Users.						
1401	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in email communication.						
1402	The Contractor shall provide full integration between the email system and the BOS in association with the account such that emails are able to be viewed from the customer account in BOS.						
1403	The Contractor shall provide automated reporting of all email correspondence by subjects (wrap codes) and response times.						
1.13.4. Fax							
1404	The Contractor shall provide the capability to service and manage inbound/outbound customer faxes.						
1405	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the fax.						
1406	The Contractor shall provide full integration between the fax system and the BOS in association with the account such that faxes are able to be viewed from the customer account in BOS.						
1407	The Contractor shall provide automated reporting of all fax correspondence by subjects (wrap codes) and response times.						
1.13.5. Chat							
1408	The Contractor shall provide the capability to service and manage inbound customer chat sessions.						
1409	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the chat.						
1410	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.						

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1411	The Contractor shall provide the capability to estimate and/or program the response time to a customer's chat request.						
1412	The Contractor shall provide the capability to configure the ability to respond to multiple chat sessions concurrently.						
1413	The Contractor shall provide the capability to provide a survey for the customers after the chat.						
1414	The Contractor shall provide the capability for English and Spanish language options.						
1415	The Contractor shall provide the capability for the customer to have a full record of the entire chat session emailed to them.						
1416	The Contractor shall provide the capability to record the full chat session.						
1417	The Contractor shall provide automated chat request distribution, including conditional routing to qualified Authorized Users.						
1418	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in chat sessions.						
1419	The Contractor shall provide full integration between the chat system and the BOS in association with the account such that chats are able to be viewed from the customer account in BOS.						
1.13.6. Text							
1420	The Contractor shall provide the capability to service and manage inbound customer text sessions.						
1421	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the text.						
1422	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.						
1423	The Contractor shall provide the capability to estimate and/or program the response time to a customer's text request.						
1424	The Contractor shall provide the capability to provide a survey for the customers after the text.						
1425	The Contractor shall provide the capability for English and Spanish language options.						
1426	The Contractor shall provide the capability to record the text responses.						
1427	The Contractor shall provide automated text distribution, including conditional routing to qualified Authorized Users.						
1428	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in text communication.						
1429	The Contractor shall provide full integration between the text system and the BOS in association with the account such that text messages are able to be viewed from the customer account in BOS.						
1.14. Financial Requirements							
	These financial Requirements describe the functionality that must be present in the BOS for the Authority to service customers and to record financial activity related to the BOS in its general ledger system.						
	The Authority use a modified accrual method of accounting and prepare financial statements in accordance with GAAP and GASB using a June 30 Fiscal Year end.						
	It is important that revenues associated with tolls are presented separately from other revenues (for example, fees and fines) and separated by Toll Facility. The Authority utilizes reports detailing historical collections to analyze and estimate future revenues from Violations. For this reason, it is important that the reporting enables the Authority to analyze the period in which Violations occurred versus the period in which those Violations were paid.						

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	Prepaid tolls shall be deposited to a Bank Account held by the Authority until such time as an action on the account causes such funds to be depleted. Such actions include but are not limited to: customer incurring tolls on an OCTA Toll Facility; customer incurring tolls on an Interoperable Agency Toll Facility; account incurring a fee; returned check being processed on the user account; customer requesting a refund and customer requesting account closure.						
	The BOS is the conduit between the Authority and customers; Interoperable Agencies, and Third-Party Service Providers. The Contractor shall reconcile all transactional and financial interactions between the BOS and customers; Interoperable Agencies and Third-Party Service Providers. The Contractor also shall also reconcile all transactional and financial interactions between the BOS and the Authority.						
1.14.1.	General Financial Requirements						
	Financial reports shall not change once the Revenue Day is closed. The Revenue Day is typically closed by a semi-automated process once a series of reconciliations is performed to ensure all transactions have been appropriately received and processed. While immaterial variances and discrepancies (for example, if a handful of transactions were not processed) may be corrected after the Revenue Day has been closed, material discrepancies (for example, an entire unprocessed payment or transaction file) must be corrected before the Revenue Day is closed. Once the Revenue Day is closed, any adjustments or corrections to transactions that occurred in that Revenue Day must be made in the current Revenue Day.						
	The Authority does not intend to use the BOS as its general ledger system, nor does the Authority intend to feed data from the BOS automatically to its general ledger. The Authority intends to use exports and reports from the BOS to record the financial entries into the Authority's financial system. The BOS must utilize GAAP-compliant methods to record financial activity between the Toll Facilities and the BOS and between the BOS and customers; Interoperable Agencies and Third-Party Service Providers.						
1430	The Contractor shall provide an integrated, Configurable, GAAP-compliant accounting Module for all transactions.						
1431	The Contractor shall provide for double entry recording of all Financial Transactions.						
1432	Separate financial data shall be maintained for each CTOC Agency, each Interoperable Agency, each Collection Agency and each Third-Party Service Provider.						
1433	The Contractor shall create automatic journal entries for recording and tracking all transactions and payment events.						
1434	The Contractor shall develop a journal entry template for every BOS transaction that impacts revenue, liability balances (for example, Registered or Unregistered accounts) or asset balances (for example, accounts receivable) to be Approved by the Authority.						
1435	The Contractor shall provide an audit trail for each transaction, which shall reflect the source of each transaction, all adjustments to the transaction and the current status of the transaction and/or the final disposition of the transaction.						
1436	Every payment that resulted in a receivable being marked paid shall be traceable to the receivable(s) it paid.						
1437	Every paid receivable shall be traceable to one or more payments that were allocated to its payment.						
1.14.2.	Transaction Recording						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	Toll transactions are initiated by an originating Toll Facility through transmission of a transaction/trip from the ETTM System, through a CTOC Interface or through an Interoperable Agency Interface to the BOS and Posted to user accounts or otherwise processed. The Authority is currently Interoperable with all California toll agencies through their participation in CTOC. The Authority intends to become Interoperable with other Interoperable Agencies outside of CTOC during the Term of the Agreement. These transactions also are Posted against the Financial Accounts. These include transactions such as a toll or a fee and the transaction activities that affect them, such as billing a transaction or sending it to collections. All transactions and transaction activities are recorded against Financial Accounts.						
1438	Record all BOS activities, including but not limited to:						
	· when a new transaction/trip is received from the ETTM System;						
	· when an amendment is made to a transaction/trip by the BOS;						
	· when an amendment is made to a transaction/trip by a Collection Agency;						
	· when a new or amended transaction is received from a CTOC Agency;						
	· when a new or amended transaction is received from an Interoperable Agency;						
	· when a fee, penalty or any transaction is assessed by the BOS;						
	· when a fee, penalty or any transaction is collected;						
	· when a fee, penalty or any transaction is waived, voided or otherwise reversed;						
· when a fee, penalty or any transaction is adjusted and							
· when there is a change in the status or workflow stage of a fee or penalty or another transaction.							
1439	All entries to the BOS shall consider payable and receivable balances between, including but not limited to:						
	· the customer and the BOS;						
	· the BOS and the Authority;						
	· the BOS and Collection Agency;						
	· the BOS and CTOC Agencies;						
	· the BOS and Interoperable Agencies and						
· the BOS and Third-Party Service Providers.							
1440	The BOS shall provide the capability of recording a payable to or receivable from the Authority, a Collection Agency, a CTOC Agency, an Interoperable Agency, or a Third-Party Service Provider simultaneously with the recording of a customer payment against a transaction.						
1441	Create all financial entries as individual records, which may be used in combination with other financial entries to make a net effect, but do not allow the original entry to be modified.						
1442	Ensure each debit entry to a Financial Account has a corresponding and equal credit amount and each credit entry to a Financial Account has a corresponding and equal debit amount so the Financial Accounts balance at all times.						
1443	The Contractor shall provide reports in summary and in detail on the Financial Accounts. BOS reports shall be provided that reconcile to the Financial Accounts.						
1.14.2.1. Fee and Penalty Transaction Recording							
	Fees and penalties are charged to customers at a variety of different escalations in status or workflow stage, including but not limited to:						
	· when a Notice of Toll Evasion Violation is generated;						
	· when a Notice of Delinquent Toll Evasion Violation is generated;						
	· when transactions/trips are accepted for Registration Hold;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	· when transactions/trips are sent to Collections and						
	· when a FasTrak account is sent to Collections.						
	Fees may also be charged when certain transactions/trips are Posted to an account, including but not limited to returned checks, non-sufficient funds (Credit Cards) chargebacks, failed FasTrak account replenishment, Excessive I-Tolls and for accounts below the Insufficient Balance Threshold.						
	Fees and penalties can be incurred at the trip level or at the account level.						
1.14.3.	Customer Transaction Settlement						
	Customer transaction settlement is the payment of tolls, fees and penalties by the customer. Customer transaction settlement also includes any payment reversals, chargebacks and refunds.						
	Funds collected from customers and Interoperable facilities are deposited into Bank Account(s) established by the Authority. Payments are issued from these accounts(s) including:						
	1. Customer Refunds issued by check to customers.						
	2. Payments are made to Interoperable facilities.						
	3. Funds are deposited and held in a BOS Bank Account until refunded to customers, paid to Interoperable Agencies or distributed to the Authority.						
1.14.3.1.	Customer Payments						
	Payments and other receipts shall be processed by the BOS in accordance with the following Requirements:						
1444	Payments are collected from the following payment sources. The number and names of payment sources shall be Configurable and include but are not limited to:						
	· merchant accounts;						
	· DMV;						
	· Collections;						
	· Lockbox (optional);						
	· check payments;						
	· cash payments (processed at WICs);						
	· Interoperable Agencies and Franchise Tax Board.						
1445	The Contractor shall provide the capability to establish deposit accounts within the BOS and map those deposit accounts to BOS Modules, including but not limited to Financial Account, deposit reports and bank reconciliation. For example, deposits to the Lockbox Bank Account (if the Contractor elects to use one) are recorded in the Financial Account associated with the Lockbox Bank Account.						
1446	The Contractor shall provide the capability to map deposits by payment source to default Bank Accounts. For example, deposits received from the Merchant Service Provider are mapped in the BOS as received from the Merchant Service Provider and being deposited to the Bank Account to which the Merchant Service Provider makes its deposits.						
1447	The Contractor shall provide the capability to capture the bank deposit date and associate it with the payment transaction.						
1448	Funds shall be disbursed from the following payment sources. The number of names of payment sources shall be Configurable and include but are not limited to:						
	· customer Refund Account;						
	· Interoperable Agency and Authority remittance account.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1449	The Contractor shall provide the capability to establish disbursement accounts within the BOS and map those disbursement accounts to BOS Modules, including but not limited to Financial Account, disbursement reports and bank reconciliation.						
1450	The Contractor shall provide the capability to map disbursements by disbursement type to default disbursement accounts.						
1451	Payments shall be applied to account balances on a Configurable basis (default order is automatically assigned by the BOS).						
1452	The default Posting order can be manually overridden by Authorized Users.						
1.14.3.2. Disbursements							
	Disbursements will be made to customers for overpayments and refunds and also made to the Authority, CTOC Agencies, Interoperable Agencies, and Third-Party Service Providers.						
1453	The BOS shall support the processing of disbursements, including but not limited to:						
	· customer refunds;						
	· settlement with the Authority;						
	· settlement with CTOC Agencies;						
	· settlement with Interoperable Agencies, and · settlement with Third-Party Service Providers.						
1454	The Contractor shall provide the Configurable capability to automatically identify accounts that are eligible for refund processing and present those refunds for review and approval based on various activities on the account (require review before a refund would be processed), including but not limited to:						
	· closing of an account;						
	· unapplied payments (for example, a payment that has been received and deposited but cannot be Posted to an account and needs to be refunded);						
	· overpayment on an account and there are no outstanding Violations or unbilled tolls that need to be paid and · overpayment of a Violation and there are no other outstanding Violations or toll transactions/trips that need to be paid.						
1455	The Contractor shall provide the capability for an optimized and streamlined (minimized number of steps) process for refunds based on the original transaction and confirm such refunds are reflected on the user account history. For example, upon receipt of a customer request to close an account and after the appropriate waiting period has elapsed, an Authorized User shall have the capability to Approve a refund without the need to research and indicate refund method and, in the case of Credit Card refunds, select or input the card number; the BOS shall have the capability to automatically allocate Approved refunds to the correct refund type and card number.						
1456	The Contractor shall provide the capability to issue refunds to the payment method that was used to create the credit balance.						
1457	The Contractor shall provide the capability to issue electronic refunds (for example, by Credit Card) to the Credit Card used to make the payment, including but not limited to those Credit Card that are not stored on the user account. For example, the BOS can utilize a payment reference number to trace back to a payment method without the need for the BOS to retain the card information.						
1458	The Contractor shall provide the capability to issue refunds by check if the account does not provide for an electronic method or if the electronic method is invalid (for example, if the Credit Card is expired).						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1459	If required in order to comply with the merchant agreement or any other agreements or regulations, the Contractor shall provide the capability to issue a single refund using more than one payment method. For example, a single refund amount may be issued to multiple Credit Cards and/or by check.						
1460	The Contractor shall provide the capability to issue refunds by check for overpayments on, including but not limited to:						
	· prepaid tolls;						
	· Violations;						
	· fees and penalties.						
1461	The Contractor shall provide the capability to prevent refunds of greater than the amount of the original transaction amount or the prepaid balance, adjusted for overpayments and any prior refunds.						
1462	The Contractor shall provide the capability for automated processing of Approved refunds after a Configurable hold period.						
1463	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS when eligible refunds are due.						
1464	The Contractor shall provide the capability to expedite a refund if the customer requests to have a refund issued before the Configurable hold period has elapsed, for example when a customer is due a refund because a check was cashed for the wrong amount due to CSR error.						
1465	The Contractor shall provide the capability to require authorized approvals for refunds. For example, refunds in excess of a Configurable amount or refunds for goodwill credits for which there is no associated payment are routed for approval through Cases.						
1466	The Contractor shall provide the capability to track and associate all refunds to the original payment on the account.						
1467	The Contractor shall provide the capability to display detailed Credit Card settlement activity for refunds by payment method.						
1468	The Contractor shall provide the capability to prevent the automatic issuance of refunds if the account has an outstanding balance due; such refunds require the approval of an Authorized User through Cases.						
1469	The Contractor shall provide the capability to send a refund Notification electronically and/or by mail to all customers who are issued a refund.						
1.14.3.3. Escheatment (unclaimed property)							
	The BOS shall allow for comments to be entered in accounts that are eligible for Escheatment and a Flag shall be available to indicate when an account was subjected to Escheatment procedures.						
1470	The Contractor shall provide the capability to enter comments and update statuses and Flags to indicate that an account was subjected to Escheatment procedures.						
1471	The Contractor shall provide the capability to identify any unclaimed funds as candidates for the Escheatment process.						
1472	The Contractor shall provide the capability to identify any unclaimed funds as subjected to the Escheatment process.						
1.14.3.4. Write-Off of Unpaid Balances							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	The BOS shall have the capability of processing Write-Offs at the Authority's discretion. The BOS must accommodate both automatic and manual Write-Off of unpaid balances and Toll Transactions. These Write-Offs will include bulk Write-Offs of a group of transactions which meet Configurable criteria and individual transactions/debts. This process shall be conducted in an efficient and streamlined manner. The BOS shall provide reporting detailing balances subject to Write-Off and the details of the transactions/debts written-off.						
1473	The Contractor shall provide the functionality to accept payment on transactions/trips that have been written-off, for example reverse the Write-Off in the amount of the payment and apply the payment.						
1474	The Contractor shall provide for Write-Off codes which shall provide the selection of a Write-Off reason for each transaction.						
1475	The Contractor shall provide for the Write-Off of individual transactions by Authorized Users.						
1476	The Contractor shall provide for the bulk Write-Off of transactions by Authorized Users.						
1477	The Contractor shall provide the capability for the BOS to automatically Write-Off transactions/debts based on Business Rules, for example, Write-Off balances after X Configurable days if no action.						
1478	The Contractor shall provide for the cessation of status or workflow stage and collection effort following Write-Off.						
1479	The Contractor shall provide the capability to require a reason for each Write-Off, for example, debt reduction negotiation or debt older than "x".						
1480	The Contractor shall provide the capability for the BOS or the applicable Authorized User to select the appropriate Write-Off reason.						
1481	The Contractor shall provide the capability to search for types of debt and Write-Off the selected group of debts. Types of debts include but are not limited to:						
	· fees;						
	· penalties and · tolls.						
1.14.4. Reconciliation and Settlement – General Requirements							
	Balancing and reconciliations are integral to the BOS operation. Therefore, these processes shall be integrated within the BOS.						
	The Contractor shall provide a BOS capable of handling reconciliations within the BOS, as opposed to on spreadsheets or through other mechanisms outside the BOS. For example, the BOS shall be capable of accepting data from the bank(s) and Merchant Service Provider(s) to reconcile Credit Card deposits within the BOS. Exceptions shall be tracked as Cases within the BOS and reconciliation reports are generated by the BOS. The BOS shall not require that data be exported from the BOS, from the bank(s) and from the Merchant Service Provider(s) to be combined, compared and reconciled in a spreadsheet.						
1482	The BOS shall track and reconcile 100 percent of the transactions it receives from the ETTM System.						
1483	All BOS transaction reconciliation shall be based on Revenue Day which, for transactions/trips, is the Revenue Date transmitted in the transactions/trips; for operations and payments activities, it is the day the event occurred.						
1484	The Contractor shall provide the capability to close a Revenue Day upon the final reconciliation of the transactions and revenue. The completion of the Revenue Day closure process finalizes the counts and revenue for the Revenue Day. Upon the closure of the Revenue Day the data on Revenue Day reports shall not change.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1485	The Contractor shall provide the capability to close a Revenue Month similar to the Revenue Day closure process.						
1486	The last Revenue Day of a Revenue Month shall remain open for adjustments until both the Revenue Day and the Revenue Month have been closed.						
1487	The Contractor shall provide the capability to close a Revenue Year similar to the Revenue Month closure process.						
1488	The last Revenue Day of a Revenue Year shall remain open for adjustments until the Revenue Day, Revenue Month and Revenue Year have been closed.						
1489	The Contractor shall provide the capability to investigate and correct all exceptions and discrepancies identified during the process. For example, if the total of the bank deposits does not equal the total of bank deposits per the BOS, then detailed reports relating to the deposits in question must be available. Corrections shall be made and Approved by Authorized Users.						
1490	All reports shall indicate the status of the reconciliation. For example, when a user runs a report containing data for a Revenue Day which has not yet been closed, the report shall contain some indication the data in the report is preliminary or subject to change.						
1491	The Contractor shall provide the capability to record fees in the BOS, for example merchant fees and bank fees.						
1.14.4.1. Banking Reconciliation and Settlement							
1492	The Contractor shall provide the capability to reconcile all financial activity, including but not limited to:						
	· deposits;						
	· credits;						
	· disbursements;						
	· returned items and chargebacks.						
1493	The Contractor shall provide for the daily Balancing of activity at the transaction level by Payment Type.						
1494	The Contractor shall provide for the identification of exceptions by transaction.						
1495	The Contractor shall provide the capability to allow Authorized Users to make adjustments to exceptions and reprocess the automated reconciliation.						
1496	The Contractor shall provide the capability to open a Case for reconciliation exceptions.						
1.14.4.2. Bank Deposit Reconciliation and Settlement							
	The BOS deposits funds collected by mail and in the WICs. These funds are deposited by the BOS directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement. These deposits must be balanced and reconciled on a daily basis and monthly basis.						
1497	The Contractor shall provide an automated interface to reconcile bank deposits.						
1.14.4.3. Reconciliation and Settlement with Merchant Service Provider							
	The BOS initiates Credit Card transactions with one or more Merchant Service Providers. Funds collected through the merchant accounts by the Merchant Service Provider are deposited directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement.						
1498	The Contractor shall provide an automated interface to reconcile transactions initiated with the Merchant Service Provider(s).						
1.14.4.4. Reconciliation and Settlement with Lockbox (optional)							

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	The BOS utilizes a Lockbox Service Provider to process customer check payments. Payments sent to the Lockbox will be processed by the Lockbox Service Provider and deposited directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1.3 Customer Transaction Settlement.						
1499	The Contractor shall provide an automated interface to reconcile Lockbox Service Provider deposits.						
1.14.4.5. Reconciliation and Settlement with the Authority							
	The daily reconciliations between the ETTM System and the BOS shall address transactions and payments.						
	The transactional reconciliations shall be handled by the BOS. The ETTM System will transmit a transaction/trip to the BOS, which the BOS shall acknowledge and thereafter begin the Posting/billing process.						
	The reconciliations related to payments shall address payments being made by the BOS to the Authority. These payments are a result of payments being collected from customers, processed and remitted to the Authority in settlement of balances due.						
1500	The Contractor shall provide the capability to track payables and receivables between the BOS and the Authority based on customer payments, payment reversals and Posting of payments to transactions/trips.						
1501	The Contractor shall provide the capability to track payables to and receivables from the Authority based on BOS remittances to these entities. For example, when a settlement payment is made to the Authority, the Authority's payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.						
1502	The Contractor shall provide electronic Notification of daily reconciliation and monthly settlement to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.						
1503	The Contractor shall provide for reconciliation of daily activity and transactions with the Toll Facilities.						
1.14.4.6. Reconciliation and Settlement with CTOC Agencies and Interoperable Agencies							
	The BOS shall remit funds collected from customers to the CTOC Agencies and Interoperable Agencies in accordance with the following Requirements:						
1504	The Contractor shall provide the capability to track payables and receivables between the BOS and the CTOC Agencies and Interoperable Agencies based on customer payments, payment reversals and Posting of payments to transactions/trips.						
1505	The Contractor shall provide the capability for the credit memo process to handle disputes and credits initiated by customers of CTOC Agencies.						
1506	The Contractor shall provide the capability to track payables to and receivables from the CTOC Agencies and Interoperable Agencies based on BOS remittances to the CTOC Agencies and Interoperable Agencies. For example, when a settlement payment is made to an Interoperable Agency, the Interoperable Agency payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.						
1507	The Contractor shall provide electronic Notification of daily reconciliation and settlement of CTOC Agencies and Interoperable Agencies to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.						

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		Compliance	Status	If Applicable	Source	If Applicable	
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1508	The Contractor shall provide for reconciliation of daily activity and transactions/trips with the CTOC Agencies and Interoperable Agencies in accordance with the applicable Interoperability agreement(s).						
1509	The Contractor shall provide capability to generate periodic invoice for CTOC and Interoperable Agency toll charges. The invoice shall be based on reconciled files for each month even if the reconciliation files were received in the following month. Any manual adjustments during the invoice period shall be included in the invoice with the necessary Credit/Debit Memo as identified in the CTOC User Fee Agreement. Payments from Interoperable/CTOC Agencies shall be Posted against the invoice.						
1510	The Contractor shall provide capability to enter invoices from CTOC Agencies and Interoperable Agencies to match that with the files in the BOS including any Credit/Debits that were authorized by the Interoperable/CTOC Agency. Payments to the CTOC Agency or Interoperable Agency shall be made after the reconciliation of the invoice with the BOS.						
1.14.4.7. Reconciliation and Settlement with Third-Party Service Providers							
1511	The Contractor shall provide for reconciliation of daily activity and transactions with Third-Party Service Providers.						
1.15. Searches							
	Customers routinely contact the CSC by phone, through the IVR and through the Self-Service Website without knowing their account number, PIN or vehicle license plate numbers. The BOS is expected to provide quick, yet secure access to an account when a customer can positively identify him/herself as the account holder.						
1.15.1. Search General							
1512	The Contractor shall provide comprehensive on-screen, drill-down capabilities from summary levels down through the most detailed transaction level, including images if available.						
1513	The Contractor shall provide the capability to initiate a search from any screen in the BOS and return to the original location after completing the search.						
1514	The Contractor shall provide the capability to select a record in the results grid and view the details and then return to the previous results grid to view additional items without having to re-enter the search criteria or re-run the search.						
1515	The Contractor shall provide the capability to select record(s) to use in actions, for example obtaining detailed record information from the search results grid.						
1516	The Contractor shall provide the capability to manipulate the field in grid results for all searches, including but not limited to:						
	· drag and drop fields and columns to shift the order they appear;						
	· sort by any fields shown on the grid;						
	· sort alphanumerically by any fields shown on the grid;						
	· sort by multiple fields (for example, sort by last name and then first name and then address so that all results with the last name "Smith" shall be sorted by first name and all the results with the name "John Smith" shall be sorted by address);						
	· add a field to the grid and						
	· remove a field from the grid.						
1517	The Contractor shall provide advanced search capabilities where fields can be picked from a drop-down list and added to the effective criteria to be applied toward the search or report. Drop-down lists shall dynamically narrow down the available selection list as the Authorized User is typing.						

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1518	The Contractor shall provide the capability to use single and multiple character "wildcards" along with other commonly used search methods in all applicable fields of the search screens. A wildcard is a character used as part of the search criteria to represent one or more unspecified characters. The BOS shall not require the use of wildcards in lieu of leaving the field blank.						
1519	Searches shall have an optimized data fetching algorithm so BOS performance is not impacted by large result sets.						
1520	The Contractor shall provide the capability to specify a date range for any date in the search.						
1521	The Contractor shall provide the capability to specify a number range for any number in the search, for example, account numbers 1055 – 2000.						
1522	The Contractor shall provide the capability to search by any field, combination of fields and field ranges.						
1523	The Contractor shall provide comprehensive multi-field search criteria on all reports and screen searches. Search criteria shall include all fields and related attributes found in the search results grid.						
1524	The Contractor shall provide the capability to search, by full or partial value using wildcards and view all stored information regarding transactions, images, statements, Violation Notices, account activity and Notifications for user selected criteria, including but not limited to the following fields. Some search criteria may be available only in conjunction with other search criteria (for example, paid transactions enabled only if an account number is specified):						
	· transaction ID;						
	· transaction type;						
	· location of transaction (Toll Facility, plaza, zone/lane);						
	· transaction number;						
	· transaction Date;						
	· transaction Date range;						
	· transaction Posting Date;						
	· transponder type;						
	· transponder number;						
	· license plate number;						
	· license Plate Type;						
	· license plate Jurisdiction;						
	· account number;						
	· customer name (last, first, middle, suffix);						
	· customer address (street, city, state, ZIP) and type of address;						
	· Authorized User ID;						
	· statement, Violation Notice or invoice number;						
	· account Flags;						
	· address type;						
· bad address;							
· Violation number;							
· transaction disposition status (for example, paid);							
· payment type;							
· payment receipt number;							
· payment method;							
· check, money order or cashier's check number;							

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	<ul style="list-style-type: none"> Payment Token and Credit Card expiration date; transaction amount and comments. 						
1.15.2. Transaction/Trip Search							
1525	The Contractor shall provide the capability to search for and deliver all transactions/trips which meet the search criteria regardless of in the status of the transaction/trip or the status of the account to which the transaction/trip is assigned.						
1526	The Contractor shall provide the capability to search for transactions/trips which meet the search criteria with the result delivering multiple transactions, if applicable.						
	· transaction/trip ID;						
	· transaction/trip type;						
	· location of transaction/trip (Toll Facility, Toll Zone/lane);						
	· transaction/trip number;						
	· transaction/trip Date;						
	· transaction/trip Date range;						
	· transaction/trip Posting Date;						
	· transaction/trip reason code;						
	· transponder type;						
	· transponder number;						
	· license plate number;						
	· license Plate Type;						
	· license plate Jurisdiction;						
	· account number;						
	· Authorized User ID;						
	· statement, Violation Notice or invoice number;						
· Violation number;							
· transaction disposition status (for example, paid, unknown at DMV or written-off);							
· Payment Type;							
· payment receipt number;							
· payment method and							
· transaction/trip amount.							
1.15.3. Account Search							
1527	The Contractor shall provide the capability to search for accounts which meet the search criteria with the result delivering multiple accounts.						
1528	The Contractor shall provide the capability to search by key fields and identify potential duplicate accounts.						
	The Contractor shall provide the capability for Authorized Users to search and view all information related to a specific account. This shall include the complete detailed account history since account inception and capability of filtering and sorting by type of information, including but not limited to:						
	· toll transaction/trip;						
	· Financial Transaction;						
	· Notifications (includes letters and Violation Notices);						
	· Registration Holds placed and released;						

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1529	· Collections Placements;						
	· Evidence Packages;						
	· Cases opened and closed;						
	· all payment related events, including replenishment failures;						
	· account statuses changes;						
	· complete address history;						
	· complete email address history;						
	· complete vehicle history (what plates were active on the account and when);						
	· complete change tracking (what data was changed, when and by whom);						
	· last account access by the customer and via channel;						
	· date and time of last toll transaction;						
	· date and time of last Financial Transaction;						
· transponder activities and statuses and · account Maintenance activities.							
1530	The Contractor shall provide the capability to display the account running balance in Posting Date chronological order.						
1.15.4. Case Search							
1531	The Contractor shall provide the capability to search and view all stored information regarding Cases, including but not limited to:						
	· summary information;						
	· Toll Facility, if applicable;						
	· Case number (uniquely identifies the Case record);						
	· priority (out of a predefined range);						
	· source of Case;						
	· status;						
	· number of days since creation;						
	· number of days since last Authorized User access/action;						
	· due date and time;						
	· total time spent working on the Case;						
	· total time spent by a specific Authorized User or specific department;						
	· related accounts and/or records;						
	· description/free-form notes on the account;						
	· date of action;						
	· time of action;						
· Authorized User who took action;							
· time required for action and · action description (free-form data or notes section).							
	The Contractor shall provide the capability to search and view Case management, including but not limited to:						
	· total number of open Cases;						
	· total number of open Cases, per department;						
	· total number of open Cases, per Authorized User;						
	· total number of open Cases by type;						

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1532	<ul style="list-style-type: none"> total number of overdue Cases; total number of processed Cases; total number of Cases processed per unit of time; total number of Cases processed per department; total number of Cases processed per Authorized User; response time statistics – overall; response time statistics, per department and response time statistics, per Authorized User. 						
1.15.5. Comment Search							
1533	<p>The Contractor shall provide the capability to identify and retrieve comment records into a search results grid, including but not limited to:</p> <ul style="list-style-type: none"> individually by category; summarized by category; individually by time period and summarized by time period. 						
1.15.6. Transponder Search							
1534	The Contractor shall provide the capability when searching by transponder number to display all accounts the transponder has ever been associated with including account number, account type, the date and time the transponder was added to and removed from the account and the current status of the transponder on each account. For example, this search might yield two accounts with the transponder identified as being Active on one account and lost on the other.						
1535	The Contractor shall provide the capability when searching by transponder number to display all Notifications issued related to that particular transponder. For example, this search might yield an "Excessive I-Toll" Notification and a "transponder recall Notification" for a particular transponder.						
1536	The Contractor shall provide the capability when searching by transponder number to display all statuses the transponder has been in along with the date and time the transponder entered that status.						
1537	The Contractor shall provide the capability when searching by transponder number to display all inventory locations which the transponder has been in along with the date and time the transponder was placed in each location.						
1.15.7. License Plate Search							
1538	The Contractor shall provide the capability when searching by license plate and Jurisdiction to display all accounts the license plate has ever been associated with and all Notifications issued related to that license plate. For example, this search might yield two accounts and five Violation Notices for a particular license plate.						
1539	The Contractor shall provide the capability when searching by license plate and Jurisdiction combination to display all transactions that license plate and Jurisdiction combination has ever been associated with regardless of the transaction status. For example, this search might yield two transactions in Paid status, one in Collections, three Posted to an account as I-Tolls and one awaiting inclusion on a Violation Notice for a particular license plate and Jurisdiction combination.						
1.15.8. Notification Search							
	<p>The Contractor shall provide the capability to search by and view all stored information regarding Notifications, including but not limited to:</p> <ul style="list-style-type: none"> first name; 						

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1540	· last name;						
	· mailing address;						
	· Notification Type, for example, statement, Credit Card expiration, Violation Notice or account establishment Notification;						
	· distribution channel;						
	· creation date;						
	· quality review date;						
	· print date;						
	· mail date;						
	· date that action on the Notification is due;						
	· date(s) of any change in Notification piece status;						
	· name of the Authorized User(s) who performed the quality review and Approved the Notification for mailing;						
	· return mail (if applicable);						
	· account number;						
	· transponder number;						
· license plate number and Jurisdiction;							
· dollar range associated with the Notification and							
· dollar amount associated with the Notification.							
1541	The Contractor shall provide the capability for Authorized Users to scan the barcode, scan line or Quick Response Code on BOS-issued returned Notifications and automatically be taken to the appropriate processing screen, including but not limited to:						
	· the account that the Notification belongs to;						
	· the appropriate Violation Notice processing screen and						
· the Case the Notification belongs to.							
1542	The Contractor shall provide the capability for Authorized Users to scan and process BOS-issued returned Notifications in bulk where possible (for example, provide the capability to scan multiple pieces of return mail where no forwarding address was provided into the BOS for processing without the need to access each account one-by-one).						
1543	The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the Notification search screen.						
1544	The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the account.						
1545	The Contractor shall provide the capability to allow Authorized Users to email a PDF version of the Notification piece directly from the account.						
1546	The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the Notification search screen.						
1547	The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the account.						
1.16. Reporting Requirements							
	Because reporting is integral to the BOS, reporting functionality must be streamlined, quick, intuitive and user-friendly.						

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	The BOS is expected to deliver accurate reports in a usable format. The format of reports is different across various user groups that use the reports for different purposes. For example, the finance departments may desire some reports in an Excel format so the data can be manipulated and analyzed. Other reports may be more desirable in a PDF format to better guarantee the integrity of the report data for audit purposes. The BOS is expected to deliver all reports in a variety of selectable formats.						
	It also is expected that reports are flexible enough to allow users to make changes to reports "on the fly". For example, a report may include all the data elements required by a user for analyzing past due receivables with the exception of a single data field. The Authorized User must have the ability to add that data field to the report without the need for custom report generation or programming by the Contractor.						
	Some reports are best displayed as of a point in time (for example, receivable balances) while other reports are best displayed for activity over a range of time (for example, cash collected for a specific period of time). Users often have a need to generate reports that include historical balances as of the end of a particular Revenue Day. It is expected that the BOS track, calculate and maintain such Revenue Day-end balances such that retrieval of historical information is easily accomplished. Users also often have the need to generate reports that include information regarding historical transaction activity over a range of time both in summary and in detail. It is expected that the BOS provide the functionality to quickly and accurately deliver such reports to the user in a usable format.						
	Standardized reporting shall be achieved via canned and ad-hoc reporting interfaces using both the production database for real-time reporting and reports server/database for more complex, non-real-time and/or data intensive reports.						
	Reporting is a critical element of any business organization and is required by the Authority to:						
	· provide for transaction and revenue reconciliation and investigate discrepancies;						
	· monitor BOS and operational performance;						
	· monitor human performance and business process efficiency;						
	· ensure compliance to Performance Measures;						
	· reconcile toll transactions/trips to individual Toll Facilities;						
	· reconcile third-party financial and transactional interactions;						
	· assess the impact of policies and Business Rules;						
	· identify ways to improve the quality of service provided to customers;						
	· comply with reciprocity reporting Requirements and						
	· evaluate the success of the toll collections.						
	· Reports are broken into four broad categories:						
	· Informational Reports – provide information about transactions moving through the revenue cycle.						
	· Financial Management Reports – provide information which enables the Authority to record in its general ledger system the financial activity related to the CSC. These reports also enable the Authority to perform analyses on transactions submitted to the BOS for processing, including but not limited to analyzing billing, collection trends and Account Plan utilization.						
	· Operations Reports – provide the data necessary for the Contractor and the Authority evaluate the Contractor's performance against the Performance Measures and provide the reporting necessary to prepare and support the Contractor's monthly bill to the Authority. These operational reports also provide the Authority with the data necessary to monitor operational activities and the operations staff.						

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	Interface Reconciliation Reports – provide the reports necessary to reconcile all Interfaces and also to demonstrate successful completion of the reconciliations by the Contractor.						
1.16.1. General Reporting Requirements							
1548	The Contractor shall provide a BOS data fetching algorithm that is optimized for performance including bringing data into BOS screens and reports.						
1549	The Contractor shall provide BOS reports optimized for performance. Data shall be organized and summarized in a manner to allow for report generation within no more than five seconds of a report generation request for daily summary reports and no more than twenty seconds of a report generation request for monthly summary and annual summary reports. Reports batched or pre-generated shall be presented to the user within two seconds.						
1550	After the deployment and implementation of the BOS, if there is a need to create additional reports and modify implemented reports, the Contractor shall support such additions and/or modifications.						
1551	The Contractor shall provide ad-hoc reporting tool capabilities to Authorized Users to allow the creation and execution of custom reports from the reports server/database, including but not limited to:						
	· drag-and-drop field functionality;						
	· drill down functionality;						
	· filtering;						
	· parameter prompting;						
	· formula support;						
	· grouping;						
1552	· sorting and						
	· stored procedure and function support.						
	The ad-hoc reporting tool shall be COTS Software and be the latest version at the time of Acceptance Testing and field-proven to operate in a transaction intensive environment.						
1553	The Contractor shall provide reporting output in various formats (both compressed and uncompressed), including but not limited to:						
	· Portable Document Format (PDF);						
	· plain text format (TXT);						
	· rich text format (RTF);						
	· Microsoft Excel 2016 (or higher if Approved by the Authority);						
	· delimiter-separated values;						
1554	· HTML and						
	· extensible markup language (XML).						
	The Contractor shall provide the capability for Authorized Users to retrieve full table exports from the reports server/database.						
1555	The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports using various delivery methods, including but not be limited to:						
	· email addresses;						
	· direct to printer;						
	· uniform naming convention (UNC) paths;						
	· shared drives and						
	· SFTP sites.						

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1556	The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports for a variety of time periods, including but not limited to:						
	· as of a specific time each day;						
	· as of a specific day and time each week;						
	· as of a specific day and time each month;						
	· as of a specific date and time each month;						
	· for a Revenue Day;						
	· for a Business Day;						
1557	The Contractor shall provide a dashboard application, including but not limited to:						
	· fully Configurable, role-driven, browser-based solution that allows users to customize their own dashboards;						
	· real-time display of data and processes and · drill-down capabilities from high level graphical display to the lowest level of supporting data.						
1558	The Contractor shall provide a comprehensive data dictionary that defines the structure of BOS databases in the production environment and the reports server/database. The data dictionary shall include but not be limited to:						
	· what data is stored;						
	· name, description and characteristics of each data element;						
	· types of relationships between data elements and · access rights.						
1559	The Contractor shall provide a consistent user interface for all reports.						
1560	The Contractor shall provide for summary and detailed reports for all account activity on all user accounts, including but not limited to:						
	· as of the current moment in time;						
	· as of an historical moment in time;						
	· for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and · for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).						
1561	The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all user accounts.						
1562	The Contractor shall provide for summary and detailed reports for all account activity on all Financial Accounts, including but not limited to:						
	· as of the current moment in time;						
	· as of an historical moment in time;						
	· for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and · for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).						
1563	The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all Financial Accounts.						
	The reports shall meet the general objectives, including but not limited to:						

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1564	· data elements shall be consistent through all the reports of a similar nature;						
	· numbers and amounts shall reconcile with other reports that report on the same activity;						
	· numbers and amounts shall reconcile with other reports that report on the same time period;						
	· report generation shall allow for flexible selection and sort criteria that allows Authorized Users to obtain related information through a single report;						
	· all report criteria shall be available for selection using Boolean logic strings and						
	· all reports shall allow for the input of any identified criteria to be selected by range (for example, date from and to, account number from and to, Transaction Dates from and to, etc.) and by multi-list selection.						
1565	Reports shall display header information which shall indicate parameters selected in the report generation (for example, time periods selected, as-of date selected, account number selected and/or license plate number and Jurisdiction selected).						
1566	The Contractor shall provide the capability for the automatic generation and delivery of reports based on Configurable conditions, including but not limited to:						
	· report selection criteria (for example, date range);						
	· date and time for report generation (for example, daily at 7:00 a.m.);						
	· report delivery method (for example, by email);						
	· report format (for example, PDF) and						
	· report generation frequency (for example, weekly).						
1567	The Contractor shall provide the capability for reports generated automatically to have BOS -generated unique, intuitive naming and report numbering reflecting the name, number and date of the report.						
1568	The Contractor shall provide the capability for the user to manipulate the report data easily to perform comparative analysis and statistical calculations.						
1569	The Contractor shall provide the capability to deliver scheduled reports to the Configured destination.						
1570	The Contractor shall provide the capability for the user to specify the format of the report. For example, PDF, Excel and comma separated.						
1571	The Contractor shall provide the capability to manually select reports for generation in real time.						
1572	The Contractor shall provide a Web-based ad-hoc reporting solution that allows Authorized Users to design and generate professional and accurate multi-format reports. Ad-hoc report templates created by Authorized Users shall be made available to all Authorized Users, in addition to the reports menu.						
1573	All reports shall display last activity date, transaction Posting status and other relevant data dependencies on the specific report related to that activity that indicate completion of activity and items, including but not limited to:						
	· all transactions/trips have been obtained from the ETTM System;						
	· all images have been obtained from the ETTM System;						
	· the transactions/trips that have been transmitted to Interoperable Agencies and reconciliation files that have been received and acknowledged;						
	· all correction files that have been reconciled and acknowledged;						
	· all shifts that have been closed;						
	· all third-party reconciliation and payment data that has been imported or has been entered into the BOS and						
	· that all activities have been completed and are ready to be reconciled.						

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1574	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or account and account details.						
1575	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or Violation Notice and details.						
1576	The Contractor shall provide the user interface to choose the following selection criteria, including but not limited to:						
	· Interoperable Agencies;						
	· Toll Facility;						
	· plaza;						
	· lane;						
	· direction of travel;						
	· identification type (transponder or license plate);						
	· Account Plan type;						
	· Payment Type;						
	· customer service location;						
	· BOS user;						
· customer service staff;							
· BOS processes;							
· third-party interfaces and							
· Third-Party Service Providers.							
1577	The Contractor shall provide the user interface enabling the following selection criteria to generate the same report, including but not limited to:						
	· by day;						
	· day(s) within a specified range;						
	· date range;						
	· weekly;						
	· monthly;						
	· yearly;						
	· comparative based on selection and						
· year-to-date.							
1578	The Contractor shall provide for the generation of a single report by various date types, including but not limited to:						
	· Transaction Date;						
	· various transmit dates;						
	· transfer date;						
	· Posting Date;						
	· Violation Notice date;						
	· due date;						
	· payment date;						
	· Hearing date;						
· process date;							

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> · Posted date; · business date; · review date; · statement date; · mail date; · print date; · acknowledgement date and · reconciled date. 						
1579	<p>The Contractor shall provide the capability to:</p> <ul style="list-style-type: none"> · include sub-totals, totals and grand totals as selected by the user; · sort the data elements in the report within each grouping of data and · present data in graphs and chart types based on presentation form selected by the user from a variety of graphic styles. 						
1.16.2. Informational Reports							
1.16.2.1. Transaction Processing Reports							
	The Contractor is expected to provide Transaction Processing Reports which reflect the status or workflow stage for transactions/trips submitted by the Toll Facilities to the BOS over a period of time. For example, a report shall exist that details the number of transactions/trips submitted by a Toll Facility in January and shall detail the status or workflow stage of those transactions/trips as of June 30, the current date.						
1580	<p>The Contractor shall provide transaction reconciliation reports that reconcile to operations and financial reports and display Image-Based Transaction/Trip and Transponder-Based Transaction/Trip statistics, including but not limited to:</p> <ul style="list-style-type: none"> · tracking the different stages of the transactions/trips; · showing the status or workflow stage; Violation Notice number; date issued; amount owed; amount Posted to an account; amount paid; amount I-Tolled; amount adjusted, past due amount and amount due on all Violation Notices issued; · total payments received by status or workflow stage; · total I-Tolls by status or workflow stage; · total Account Plan transactions/trips by individual Account Plan; · transactions/trips aged to Collections by the Toll Facility; amount collected, recalled, dismissed; · license plates placed on hold, released, amounts on hold per plate; · Violations issued, paid, dismissed, transmitted to court; · Violations scheduled for adjudication, disposition, payments; · Transaction trends; · Transaction receivables detailing all outstanding accounts receivable for all accounts with unpaid transactions/trips by account number and total balance due as of the selected date; · Transaction collections trends; · Transaction I-Toll trends; · Account Plan trends; · Transaction dismissals and disputes; · Transaction by Jurisdiction and · Transaction aging. 						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1581	The Contractor shall provide transaction/trips reports that reconcile the transactions/trips to ETTM System reports as they move through various processing stages, including but not limited to:						
	· transactions/trips in various queues and filters;						
	· Violation Notice timeouts;						
	· potential transactions/trips;						
	· rental car license plates;						
	· ROV Lookup "no matches";						
	· disputes;						
	· dismissals;						
	· payments;						
	· transaction status or workflow stages;						
1582	The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notices, including but not limited to counts and amounts for:						
	· Violation Notices generated;						
	· payments;						
	· dismissals;						
	· status or workflow stage and re-issued.						
1583	The Contractor shall provide transaction activity reports that track activity on transactions/trips for each status or workflow stage, including but not limited to:						
	· number of invoices and Violation Notices issued;						
	· tolls, fees and penalties assessed;						
	· amounts dismissed;						
	· amounts voided;						
	· amount collected;						
1584	The Contractor shall provide reports that list the account number and overpayment amount on all transaction accounts that are overpaid as of a date.						
	· amount collected in I-Tolls and unbilled tolls collected, if prepayment is allowed.						
1585	The Contractor shall design and implement reports that duplicate the format and content of the current reports in Attachment C: Sample Reports.						
1586	The Contractor shall provide monthly and quarterly status reports that mimic the format provided in Attachment C: Sample Reports and includes additional information requested by the Authority during the Implementation Phase.						
1.16.2.2. Customer and Account Management Reports							

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O- Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	Account management reports detail the overall status of accounts. The Contractor shall provide reports that detail account openings and closures, transitions from one account type to another (for example, an Unregistered account becoming a Registered account). Reports also shall be provided that give the Authority information about accounts that fall below the Insufficient Balance Threshold. These reports shall provide an indication of the overall success of the current Business Rules and may provide some insight into where potential changes could be made to enhance the customer experience or operational performance of the BOS.						
1587	The Contractor shall provide a comprehensive report that displays current account statistics for transaction totals and charges by the following criteria, including but not limited to: · transaction totals and charges by Toll Facility; · transaction totals and charges by account types; · transaction totals and charges by Account Plan; · transaction totals and charges by status or workflow stage; · transaction totals and charges by payment option; · transaction totals and charges by account identification method and · transaction totals and charges by account statuses.						
1588	The Contractor shall provide a comprehensive report that displays all account creation and account closing information for a selected period by contact method (for example, detailing accounts open and closed via the Self-Service Website, by phone, by walk-in and by mail).						
1589	The Contractor shall provide reports that detail all prepaid tolls and outstanding balances due for every account. This report should allow Authorized Users to specify only certain accounts based on criteria which includes, but is not limited to: · account status; · account type; · account number and · dollar amount.						
1590	The Contractor shall provide a comprehensive report that displays all accounts and/or transponders that have Account Plans.						
1591	The Contractor shall provide reports that display all balances, activity and statistics on accounts by account type, including but not limited to: · accounts created; · transponders fulfilled; · accounts closed; · Account Plan utilization; · invoices and Violation Notices on account; · past due by status or workflow stage; · Violation Notices on hold; · Write-Offs; · accounts with debt in Collections; · accounts with Registration Holds placed; · accounts with active Violation(s); · payments and refunds processed and requested and · toll transaction disputes processed and in progress.						

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O- Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1592	The Contractor shall provide a single report that provides the complete detailed account history for a single account. This report shall include a chronological listing of all activities for each activity type for a specified range of time between account inception and the current date, including but not limited to:						
	· toll transactions/trips – transaction time (entry and exit), location, Posting date/time, Tolling Location, expected toll, Posted toll and discounts (for example, Account Plans);						
	· Financial Transactions – payment date, payment item, Payment Type, payment method, payment number (for example, check number), payment detail (for example, breakdown of tolls and fees paid) receipt number, amount due, paid amount;						
	· reversal activity on Posted transactions (toll, non-toll, penalties, fees, financial) – reversal date, original transaction, reason;						
	· Notifications – date, type, communications channel, Notification number, if applicable (invoice number, Violation Notice number), amount due in each status or workflow stage, due date;						
	· account comments;						
	· account statuses – date of change, from status, to status, user ID and trigger;						
	· Account Plan(s) and activity;						
	· Cases – date Case was established, Case status, Case disposition;						
	· transponder activities and statuses - date of change, from status, to status, user ID, trigger;						
	· dispute activity – date, transaction; invoice/Violation Notice/statement number, amount owed, reason, results; dismissal code, dismissed amount;						
	· Violation activity – date, amount, payment, dismissal, aged to court or Collections;						
	· court activity (obtained from the Collection Agency) – date, transaction, amount owed, disposition;						
	· collection activity – date, Toll Facilities, Notification, amount placed, amount paid, dated recalled/canceled;						
· Registration Hold and release activity – date, license plate number, Notification, amount owed, results of motor vehicle department, date of hold/release and							
· account Maintenance activities.							
1593	The Contractor shall provide reports that list all customers’ financial activity on the account, including but not limited to:						
	· account number;						
	· name and address records;						
	· all notes and/or Cases related to the account or transactions;						
	· beginning balance;						
	· credits and debits by transaction type;						
	· refunds;						
	· reversals;						
	· payments;						
	· dismissals;						
· adjustments and							
· ending balance.							
1594	The Contractor shall provide reports that list all customers’ financial activity on the account and reconcile to the Financial Accounts.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1595	The Contractor shall provide reports listing accounts that have no transaction or payment activity since a specified date (Configurable) or for a period of time (Configurable), including their history and current status.						
1596	The Contractor shall provide reports that identify the processed transactions, reconcile to operations reports and summarize the operations activity. Such reports shall summarize the operational activities performed in different customer service departments and areas, including but not limited to:						
	· totals for number of accounts opened and closed by type;						
	· number of transponders assigned by type of transponder;						
	· account replenishment;						
	· invoices generated;						
	· Violation Notices generated;						
	· Violations filed with the court;						
	· Account Plan-related transactions;						
	· Cases opened;						
	· Cases closed;						
	· Cases escalated;						
	· license plates and transponder transactions/trips in the Processing Exception List;						
	· Notices on hold;						
	· disputes processing status;						
	· Evidence Packages created;						
	· placed in collection;						
	· eligible for Registration Hold;						
	· successful Registration Hold;						
	· eligible for Registration Hold release;						
	· successful Registration Hold release;						
· account status;							
· any adjustments made;							
· customer I-Toll Transactions/Trips Posted and							
· other CSR activity.							
1597	The Contractor shall provide reports that display all customer and non-customer feedback by account type, contact method and users, including but not limited to:						
	· Cases by category;						
	· suggestions by category;						
	· Cases by time period and						
· suggestions by time period.							
	The Contractor shall provide reports that list accounts that require attention, including but not limited to:						
	· accounts that have Flags on the account indicating an issue (Configurable by Flag);						
	· replenishment failure;						
	· Credit Card expiration;						
	· Excessive I-Tolls;						
	· disputed Violation Notices;						
· debt at Collections;							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1598	· Registration Hold;						
	· overpayment;						
	· refund requests;						
	· open Case(s);						
	· Violation Notices on hold;						
	· bankruptcy;						
	· negative balance;						
	· inactivity;						
	· Notifications that require review and · accounts that require follow up action by CSR or customer.						
1599	The Contractor shall provide reports that list the status of transactions/trips (count and revenue) processed by the BOS, identifying the exact position in all open workflow points for unpaid transactions, both home (the Authority) and Interoperable, that Posted to the accounts, those that were rejected due to various reasons and those that are in any other terminal statuses. The reports shall reconcile to the financial reports and Interoperable reports.						
1600	The Contractor shall provide reports that account for all shift activity with detailed and summarized financial information, including but not limited to:						
	· all payment transactions processed for each payment item;						
	· all payment transactions processed by payment method;						
	· all payment transactions processed by Payment Type;						
	· all payment transactions processed by payment channel;						
	· all Financial Transactions dismissed;						
	· all voided Financial Transactions;						
	· all Financial Transactions reversed;						
	· all Financial Transactions adjusted;						
	· all Financial Transactions unapplied and re-applied; · all Financial Transactions waived and · all Financial Transactions waived by user.						
1601	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to individual CSR activity reports.						
1602	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to financial reconciliation reports.						
1603	The Contractor shall provide reports that summarize the operational activities performed in different customer service departments and areas, including but not limited to:						
	· WIC(s);						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· IVR;						
	· contact center;						
	· mailroom;						
	· Case management department;						
	· Third-Party Service Providers and · Collection Agency.						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O- Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1604	The Contractor shall provide reports that summarize the payment processing activities performed in different customer service departments and areas, including but not limited to:						
	· the separate WICs;						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· IVR;						
	· contact center;						
	· automated BOS replenishments;						
	· Lockbox (optional);						
	· electronic deposit;						
	· mailroom;						
	· Case management department;						
· Third-Party Service Providers;							
· Collection Agency and							
· courts.							
1.16.2.3. Payment Processing Reports							
1605	The Contractor shall provide reports that track the Credit Card, ACH, check, cash and money order payments that are processed, including but not limited to:						
	· number and dollar value of payments;						
	· refunds;						
	· reversals;						
	· adjustments;						
	· voids;						
	· payment date;						
	· activity date;						
	· settlements;						
	· payment item;						
	· payment source;						
	· Payment Type, for example check, ACH, money order, cash;						
	· payment method;						
	· Credit Card type;						
	· card details;						
· processed amounts;							
· Violation Notice number paid;							
· account debited and							
· account credited.							
1606	The Contractor shall provide the capability to produce payment reports by payment source (for example, CSR, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR and Collection Agency) and by Payment Type (for example, Credit Card, ACH, check, cash and money order).						
	The Contractor shall provide reports that balance and reconcile the Credit Card processed by the BOS to the Credit Card Posting status provided by the Merchant Service Provider and allows operations to investigate discrepancies, including but not limited to:						
	· failed Credit Card transactions;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1607	· account number;						
	· date and time;						
	· successful Credit Card transactions that did not Post to an account;						
	· Credit Cards that were processed by the BOS but not the Credit Card processor;						
	· duplicate Credit Card processing;						
	· duplicate Credit Card Posting;						
	· total amount successfully processed;						
	· total amount Posted to accounts;						
	· total amounts identified as processed by the Credit Card processor;						
	· variances and · chargebacks.						
1608	The Contractor shall provide reports that balance and reconcile the ACH transactions processed by the BOS to the ACH Posting status provided by the Merchant Service Provider/ACH processor and allows operations to investigate discrepancies, including but not limited to:						
	· failed ACH transactions;						
	· account number;						
	· date and time;						
	· successful ACH transactions that did not Post to an account;						
	· ACH transactions that were processed by the BOS but not the ACH processor;						
	· duplicate ACH processing;						
	· duplicate ACH Posting;						
	· total amount successfully processed;						
	· total amount Posted to accounts;						
· total amounts identified as processed by the ACH processor;							
· Variances, and · returns/rejects.							
1609	The Contractor shall provide reports that detail returned checks processed during any timeframe, broken down by type of original payment (toll, fee and penalty).						
1.16.2.4. Inventory Management Reports							
	Inventory management reports shall assist the Authority and the Contractor in review and management of inventory items.						
1610	The Contractor shall provide transponder inventory reports that 1) track the transponder inventory by type of transponder and distributor; 2) ensure there are sufficient transponders in stock; 3) show the status of all transponders at all stages of transponder purchase, Fulfillment and recovery/disposition cycle, including but not limited to:						
	· transponders issued to customers;						
	· transponders by status;						
	· transponders in warranty;						
	· transponders in the return material authorization process;						
	· transponders on order but not shipped;						
	· transponders sold and · other operational statuses.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1611	The Contractor shall provide transponder status reports that track the issuance of inventory items, including but not limited to:						
	· sold by item type;						
	· by type of distribution method, for example, by mail, in WIC #1 and WIC #2;						
	· number and frequency of inventory items distributed;						
	· the inventory status;						
	· the status of damaged transponders and · the status of failed transponders.						
1612	The Contractor shall provide inventory reports that show beginning balance and end of month balance by inventory location.						
1.16.2.5. ROV Lookup Reports							
	This series of reports provides information about the outcomes of the Authority's ROV Lookup requests.						
1613	The Contractor shall provide DMV Lookup reports that track the ROV Lookup requests and the responses from the various DMVs/ROV Lookup Service Provider(s).						
1614	The Contractor shall provide DMV Lookup reconciliation reports that track the quantity of ROV Lookup requests by different attributes, including but not limited to:						
	· Jurisdiction;						
	· response (unknown at DMV, ROV provided);						
	· ROV Lookup Service Provider;						
	· Address status (forwarded to updated address, no forwarding address, good);						
	· by date requested; · by date response was received and · address database used (temporary license plates, trucking, manual lookup).						
1615	The Contractor shall provide ROV Lookup reports that reconcile the number of ROV Lookup requests to the invoices from the ROV Lookup Service Providers.						
1616	The Contractor shall provide ROV Lookup reconciliation reports shall reconcile to appropriate financial and operations reports.						
1.16.2.6. Notifications Reports							
1617	The Contractor shall provide Notification reconciliation reports that track the different stages in the Notification process, including but not limited to: qualification, creation, quality review, printing, and mailing.						
1618	The Contractor shall provide Notification reconciliation reports that track the quantity of Notification pieces by different attributes, including but not limited to:						
	· qualified;						
	· created;						
	· quality reviewed;						
	· printed;						
	· distributed by Notification vendor;						
	· Notification distribution channel;						
	· by date qualified;						
	· by date created; · by date quality review was performed;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> · by date the Notification was printed; · by date distributed; · Jurisdiction in which the license plate is registered; · Jurisdiction which the Notification was mailed to; · by batch (for example, quantity of Notification pieces processed in a certain batch of items); · by Notification item and · by Notification status (for example, bad address or paid). 						
1619	The Contractor shall provide Notification reconciliation reports that reconcile the Notification pieces as they move through various stages of the Notification process (for example if a piece of Notification qualified two weeks ago, where is that piece now?).						
1620	The Contractor shall provide Notification tracking reports that show trends by Notification type and channel.						
1621	The Contractor shall provide Notification reconciliation reports shall reconcile to appropriate financial and operations reports.						
1.16.2.7. Collections Reports							
	The Collection Agencies will transmit payment information to the BOS via the Collections Interface. For example, when the Collection Agency #1 accepts a payment over the phone from a customer with transactions/trips in Collections, the Collection Agency will transmit that payment information which shall be Posted into the BOS.						
	The BOS shall have the capability to determine the source of the payment (for example, to determine if the payment was accepted from a BOS CSR or from Collection Agency #2) and record that source for tracking and reporting purposes.						
1622	Provide reports that track the status of the collections efforts by individual Collection Agency and by Toll Facility, including but not limited to:						
	· accounts, Notices and transactions/trips in Collections;						
	· toll, fee and penalty amounts placed in Collections;						
	· toll, fee and penalty collections to date;						
	· source of toll, fee and penalty payment, for example Collection Agency staff, BOS staff, Lockbox Service Provider (optional), Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR;						
	· outstanding toll, fee and penalty amounts;						
	· adjustments and corrections;						
	· any collection disputes, holds or resolution on the account;						
	· open Cases associated with Collections;						
1623	Provide Collections reports that list all Collections activity and reconcile to financial and Operations Reports including but not limited to by individual Collection Agency and by Toll Facility.						
1624	Provide reports that track the Collections cost and show Collections trends and success rates by individual Collection Agency and by Toll Facility for Violation debt.						
1625	Provide reports that track the Collections cost and show Collections trends and success rates by individual Collection Agency and by Toll Facility for negative account balance debt.						
1.16.2.8. Registration Hold Reports							

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		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1626	The Contractor shall provide Registration Hold reports, including but not limited to:						
	· current number and dollar value of transactions/trips associated with Registration Hold requests;						
	· date of hold;						
	· number of hold requests;						
	· average number of days delinquent for Registration Hold;						
	· current number and dollar value of accepted and denied Registration Hold;						
	· current number and dollar value of Registration Hold terminated through quality review process;						
	· current number and dollar value of payment on Registration Hold;						
	· current number and dollar value of aging of transactions/trips in Registration Hold queue;						
	· Registration Hold Notification and · current number and dollar value of Registration Hold in various Registration Hold statuses.						
1627	The Contractor shall provide Registration Hold reports that list accounts and license plates where Registration Hold needs to be initiated, including but not limited to:						
	· account number;						
	· license plate number and Jurisdiction;						
	· the date the license plate became eligible for Registration Hold;						
	· the status of the Registration Hold;						
	· the days in Registration Hold status and · all transaction details demonstrating the validity of the Registration Hold.						
1628	The Contractor shall provide the capability to reconcile Registration Holds. For example, reconcile data which compares the BOS' records of current Registration Holds to the DMV's records.						
1.16.2.9. Registration Hold Release Reports							
1629	The Contractor shall provide Registration Hold release reports that list accounts and license plates where the Registration Hold needs to be released, including but not limited to:						
	· account number;						
	· license plate number and Jurisdiction;						
	· the date the license plate became eligible for registration release;						
	· the status of the registration release;						
	· number and dollar value of registration release requests; · the days in registration release status and · all transaction details demonstrating the validity of the registration release.						
1.16.2.10. Violations Reports							
1630	The Contractor shall provide Violations reports and Toll Facility, broken down by tolls, fees and penalties, including but not limited to:						
	· number and dollar value of Violations;						
	· average number of days delinquent for Violations;						
	· number and dollar value of Violations terminated through quality review process (for example, Violations determined to be ineligible for further escalation after review at any status or workflow stage);						
	· number and dollar value of payment on Violations;						
	· number and dollar value of aging of transactions/trips in Violations queue;						
	· Violation Notices and · number and dollar value of Violations in various Violation statuses.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1631	The Contractor shall provide Violation reports that list accounts and license plate and Jurisdiction where the Violation needs to be initiated, by Toll Facility, including but not limited to:						
	· account number;						
	· license plate number and Jurisdiction;						
	· the date the license plate became eligible for Violation;						
	· the status of the Violations;						
	· the days in Violation status and · all transaction details demonstrating the validity of the Violation.						
1632	The Contractor shall provide Violation reports that show payment trends and success rates for Violations by Toll Facility.						
1633	The Contract shall provide a Violation report that shows the aging of all violations with the transaction count and associated value and the current collection stage.						
1634	The Contractor shall provide a Violation report that shows the escalation stage in which violations are resolved (paid, reduced or dismissed) with the transaction count, amount paid, amount dismissed, amount reduced and amount remaining.						
1.16.2.11. Case Management Reports							
1635	The Contractor shall provide reports that list Case summary information (or details if selected), including but not limited to:						
	· number of Cases by type;						
	· number of Cases by Toll Facility;						
	· Case established by, such as established by BOS, customer, or CSR;						
	· Cases opened;						
	· Cases closed;						
	· Cases escalated;						
	· number of Cases that failed to meet the Authority's Performance Measures;						
	· average Case handling time by priority;						
	· longest Case handling time by priority and · number of affected accounts.						
1636	The Contractor shall provide reports that list the detailed Case information, including but not limited to:						
	· Case ID (i.e., uniquely identifies the Case record);						
	· Case type;						
	· account number, if applicable;						
	· severity level or priority;						
	· source of Case status;						
	· created date;						
	· resolved date;						
	· number of days since creation;						
	· number of days since last agent touch;						
	· due date and time; · total time spent working on the Case; · total time spent by a specific user; · total time spent by a specific department;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> · action taken at each hand-off; · Case history; · related accounts and · Case description/free-form notes on the account. 						
1637	<p>The Contractor shall provide dispute (Case Type = Dispute) reconciliation reports, including but not limited to:</p> <ul style="list-style-type: none"> · Transponder-Based Transaction/Trip disputes; · Image-Based Transaction/Trip (I-Tolls and Violations) disputes; · payment for accepted and partially accepted disputes; · dismissed Transponder-Based Transactions/Trips; · dismissed Image-Based Transactions/Trips; · reassigned Transponder-Based Transactions/Trips and · reassigned Image-Based Transactions/Trips. 						
1638	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility that shall reconcile the Image-Based Transactions/Trips as the Image-Based Transactions/Trips move through various stages of the dispute process, including but not limited to:</p> <ul style="list-style-type: none"> · accepted disputes; · accepted, partially accepted and denied disputes; · dismissals and · reassignments. 						
1639	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility shall be provided, including but not limited to:</p> <ul style="list-style-type: none"> · dispute reasons; · dismissal reasons by type of dispute; · status of the toll when disputed; · disputes created by user; · resolution time; · number of open disputes; · number of closed disputes; · dispute Notifications received and · dispute Notifications sent. 						
1640	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility shall include all Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR transactions.</p>						
1.16.3. Financial Management Reports							
	<p>The BOS shall be capable of generating financial journals, trial balances, financial ledgers and transaction reports.</p>						
1641	<p>The Contractor shall provide for the selectable separation of reports by Interoperable Agencies, Third-Party Service Providers and/or Toll Facility, including but not limited to:</p> <ul style="list-style-type: none"> · WIC(s); · Self-Service Website; · Self-Service Mobile Application (Phase II and optional); · IVR; · courts; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> · contact center; · mailroom; · Lockbox (optional); · transponder and · Collection Agency. 						
1642	<p>The Contractor shall provide financial journal and ledger reports that list all accounts receivables by revenue type, by Toll Facility and in summary, including but not limited to:</p> <ul style="list-style-type: none"> · Transponder-Based Transaction/Trip; · Transponder-Based Transaction/Trip by account type; · Image-Based Transaction/Trip; · Notice by transaction status or workflow stage; · adjustments; · reversals; · refunds and their dispositions and · fees. 						
1643	<p>The Contractor shall provide transaction and revenue reconciliation reports that track a transaction throughout the revenue cycle (from its entry into the BOS until its closure) and help identify the final resolution of each transaction, including but not limited to:</p> <ul style="list-style-type: none"> · the expected number and revenue for all transactions/trips; · Posting status; · pending status (including workflow location(s)); · termination reasons; · collected/actual revenue; · percentage collected and · variances. 						
1644	The Contractor shall provide an annual report that provides the analysis of Credit Card and ACH fees between TCA and the Authority's for the purpose of netting these fees out the interagency toll revenue payments.						
1645	The Contractor shall provide the capability to generate all reports by Toll Facility.						
1.16.3.1. Trial Balance and Financial Account Reports							
	The Authority will utilize reports (journal entry file exports) from the BOS to import into the Authority's financial accounting systems for the purpose of recording financial active related to the BOS. While there is no automated interface, the Authority intends to use these journal entry file exports to record financial activities into their respective general ledgers on a daily or weekly basis.						
	OCTA uses the Finance Enterprise, formally known as ONESolution, financial accounting system, which requires its own file format for import into its general ledger. Furthermore, the Authority has Business Rules and revenue recognition policies which the Contractor shall consider when developing the financial processes in the system; these details shall be identified during the Implementation Phase.						
1646	The Contractor shall provide file export report of all BOS Financial Account activity to be used to record revenues in the Authority's financial systems.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1647	The Contractor shall provide the capability for the Authority to receive information in sufficient detail to record revenues at different steps in the revenue cycle. (For example, before a Violation Notice is mailed, a transaction is in the "billable" stage and in a "billable" Financial Account and when that transaction is included on a Violation Notice, it is in the "billed" stage and in a "billed" Financial Account), including but not limited to: · when transaction/trip is submitted to the BOS; · when billable (deemed billable but not yet billed); · when billed; · when paid (payment received from customer) and · when payment remitted to the Authority.						
1648	The Contractor shall structure the Financial Accounts so revenues of one entity are not comingled with the revenues of another entity. For example, Image-Based Transaction/Trip toll revenue for one entity shall be separated in the Financial Account from Image-Based Transaction/Trip toll revenue of another entity, from Transponder-Based Transaction/Trip toll revenue and from fee revenue. Entities include the Authority and also include but are not limited to individual CTOC Agencies and the Collection Agency.						
1649	The Contractor shall structure the Financial Accounts in such a way that all revenues and expenses from one Toll Facility are easily discernible from the revenues and expenses of other Toll Facilities.						
1650	The Contractor shall provide trial balance reports that reconcile all Financial Accounts and confirm the credit and debit balance and show general ledger codes grouped and summarized by asset and liability.						
1651	The Contractor shall provide Financial Account reports that reconcile to other transaction and financial reports.						
1652	The Contractor shall provide reports summarizing like Financial Accounts (for example, all toll revenue Financial Accounts for a particular Toll Facility), including but not limited to the following timeframes: · month; · month-to-date; · quarter; · quarter-to-date; · year; · year-to-date; · from and to date; · from and to month and · from and to year.						
1.16.3.2. Revenue Reports							
1653	The Contractor shall provide a revenue report that reflects all revenue, including but not limited to: · Transponder-Based Transactions/Trips toll revenue; · Image-Based Transactions/Trips toll revenue; · all fees and · penalties.						
1654	The Contractor shall provide a report that details potential lost revenue by status or workflow stage, as well as reasons for potential loss, such as a report listing those transactions/trips which still possess a receivable balance and have been placed on hold.						
1.16.3.3. Payment Reports							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1655	The Contractor shall provide a payments report that reflects all payments, including but not limited to:						
	· Transponder-Based Transactions/Trips toll revenue;						
	· Image-Based Transactions/Trips toll revenue;						
	· prepayments;						
	· all fees and penalties.						
1656	Payment reports shall reconcile to reports provided by the various interfaces, including but not limited to:						
	· Credit Card processor;						
	· Collections;						
	· Interoperable Agencies;						
	· bank deposits, and Lockbox payments, if utilized.						
1657	The Contractor shall provide an unallocated payments report that lists all payments that could not be associated with a transaction with sufficient detail for payment research, such as the ability to back-out and re-apply against outstanding receivable.						
1.16.3.4. Registered Account Reports							
1658	The Contractor shall provide a report that reflects the prepaid balance in each account as of a point in time.						
1659	The Contractor shall provide a report that reflects all replenishments to Registered accounts over a period of time.						
1660	The Contractor shall provide a report that reflects all usage of prepaid funds over a period of time.						
1661	The Contractor shall provide a report that reflects all adjustments to accounts over a period of time (for example, adjustments would include any transaction that affects an account balance that is not included on a replenishment report or a usage report).						
1662	The Contractor shall provide a report that compares the calculated prepaid balance by account to the prepaid balance per the BOS at any point in time (for example, the calculated prepaid balance is the sum of the account balance as of the first day of the month plus replenishments less usage and plus/minus adjustments that occur during the month, compared to the BOS balance as of the end of the month). Variances shall be identified at the account level.						
1.16.3.5. Receivable Reports							
1663	The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees and penalties) for each status or workflow stage, by Toll Facility, including but not limited to:						
	· in process (not yet charged to account);						
	· charged to account (but not yet invoiced or included on a Violation Notice);						
	· Notice of Toll Evasion Violation;						
	· Notice of Delinquent Toll Evasion Violation;						
	· Collection Agency;						
	· Registration Hold and court.						
	The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees, penalties) by number of days past due and Toll Facility, including but not limited to:						
	· in process (not yet Posted to an account);						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1664	· Posted to an account (but not yet invoiced or sent a Violation Notice);						
	· current due (invoiced or sent a Violation Notice but not yet past due);						
	· past due 1-30 days;						
	· past due 31-60 days;						
	· past due 61-90 days;						
	· past due 91-120 days;						
	· past due 121-180 days;						
	· past due 181 days -12 months;						
	· past due 12-24 months;						
	· past due 24-36 months;						
· past due 36-48 months;							
· past due 48-60 months and							
· past due > 60 months.							
1665	The Contractor shall provide invoicing summary reports by Toll Facility, detailing the composition of transactions/trips appearing on Violation Notices by Toll Facility.						
1666	The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notice transactions, including but not limited to counts and amounts for:						
	· Violation Notices generated;						
	· payments;						
	· dismissals;						
	· status or workflow stage and · re-issued.						
1.16.3.6. Collection Agencies Reports							
1667	The Contractor shall provide reports that track the status of Collections activities, by individual Collection Agency and by Toll Facility, including but not limited to:						
	· number and dollar value of Collections Placements in Collections;						
	· number and dollar value of transactions/trips in Collections;						
	· number and dollar value of Collections Placements successfully collected;						
	· number and dollar value of transactions/trips successfully collected;						
	· outstanding amounts (total and separated by fees, penalties and tolls);						
	· amounts collected (total and separated by fees, penalties and tolls) by payment source (BOS, Collection Agency #1 or Collection Agency #2);						
	· length of time in Collections;						
	· accounts recalled from Collections (total and separated by fees, penalties and tolls);						
	· transactions/trips recalled from Collections (total and separated by fees, penalties and tolls);						
· accounts returned uncollectible;							
· transactions/trips returned uncollectible and							
· success rate.							
	The Contractor shall provide Collections inventory reports that reconcile to Collections monthly inventory by Collection Agency, and provide status on Collections, including but not limited to:						
	· number and dollar value of outstanding accounts in Collections at the beginning of the month;						
	· number and dollar value of transactions/trips in Collections at the beginning of the month;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1668	· number and dollar value of accounts added during the month;						
	· number and dollar value of transactions/trips added during the month;						
	· number and dollar value of accounts returned at the end of the month, by type;						
	· number and dollar value of transactions/trips returned at the end of the month, by type;						
	· number and dollar value of outstanding accounts in Collections at the end of the month;						
	· number and dollar value of transactions/trips in Collections at the end of the month and						
	· outstanding amount in Collections at the end of the month.						
1.16.3.7. Write-Off Reports							
1669	The Contractor shall provide a listing of all eligible and processed Write-Offs and their disposition (such as sent to the Authority for approval, Approved by the Authority, processed), by Toll Facility and in summary, broken down by toll, fee and penalty including but not limited to: all account-level and transaction-level Write-Offs and prior year Write-Offs paid in current year with a breakdown by selectable period for each year.						
1.16.3.8. CTOC Reports							
1670	The Contractor shall provide all Interoperable Agency and Toll Facility Reports described in Attachment A: WRTO and CTOC Technical Specifications for Interagency Electronic Data Interchange. The Interoperable reports provided in the BOS shall be updated and modified to be in compliance with the Interoperable Agency Interface specifications.						
1671	The Contractor shall provide reports on the status of Interoperable reports and file transmissions to all Toll Facilities, such as files expected but not received, issues with file transmissions/data, etc.						
1672	The Contractor shall provide the following reports:						
	· summary report;						
	· Interoperable Agency discrepancy;						
	· adjustments report (Interoperable Agency) and · Toll Facility discrepancy report.						
1.16.4. Operations Reports							
1.16.4.1. Operations Management Reports							
	Operations management reports shall provide insight into the review and management of operations and assess performance.						
1673	The Contractor shall provide real-time operations reports.						
1674	The BOS shall provide the capability to drill-down to the details for a selected transaction, including the image associated with the license plate if applicable.						
1675	The Contractor shall provide BOS performance reports that track the performance of CSC Operations, including but not limited to:						
	· customer contacts, mail handling and Violation Notification response;						
	· Case handling;						
	· first contact resolution;						
	· transponder Fulfillment;						
	· payments processed;						
	· customer disbursements processed;						
	· Interoperable Agency settlements processed;						
	· returned payments processed;						
· chargebacks processed;							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O- Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.			
	<ul style="list-style-type: none"> payment plans initiated and balancing and reconciliation. 									
1676	The Contractor shall provide staff performance reports that track the performance of individual Authorized Users over a period of time (for example, daily weekly and monthly) including but not limited to:									
	<ul style="list-style-type: none"> customer contacts, mail handling and Notification response; Case handling; first contact resolution; transponder Fulfillment; payments processed; customer disbursements processed; Interoperable Agency settlements processed; returned payments processed; chargebacks processed; payment plans initiated and balancing and reconciliation. 									
	1.16.4.2. Self-Service Website Reports									
	1677	The Contractor shall provide Self-Service Website activity reports that list all activity associated with the Self-Service Website, and enable operations to assess the Self-Service Website's effectiveness, including but not limited to:								
		<ul style="list-style-type: none"> number of accounts setup via the Self-Service Website; account statements accessed; account Maintenance activities; payments; disputes; Cases opened; Violation Notice inquires and other general information. 								
		1678	The Contractor shall provide reporting on the Self-Service Website usage, including but not limited to:							
			<ul style="list-style-type: none"> number of individual hits by screen; number of page views; number of repeat visitors versus new visitors; bounce rate; number of updates made to accounts and number of functional processes, for example Violation Notice payments. 							
			1.16.4.3. Self-Service Mobile Application Reports (Phase II and optional)							
			1679	The Contractor shall provide Self-Service Mobile Application activity reports that list all activity associated with the Self-Service Mobile Application, and enable operations to assess the Self-Service Mobile Application's effectiveness, including but not limited to:						
				<ul style="list-style-type: none"> number of accounts setup via the Self-Service Mobile Website; account statements accessed; account Maintenance activities; payments; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> disputes; Cases opened; Notice inquires and other general information. 						
1680	<p>The Contractor shall provide reporting on the Self-Service Mobile Website usage, including but not limited to:</p> <ul style="list-style-type: none"> number of individual hits by screen; number of page views; number of repeat visitors versus new visitors; bounce rate; number of updates made to accounts and number of functional processes, for example account replenishments. 						
1.16.4.4. Contact Center Reports							
1681	<p>The Contractor shall provide contact center reports that help determine how the Contact center is functioning and its effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> quality score rating for CSRs; average talk time; number of calls offered to CSRs; number of calls answered by CSRs; number of calls abandoned; average time before abandonment; service level (what percentage of the calls are answered within the agreed-upon timeframe, such as what percentage of calls are answered within 60 seconds); average speed of answer; abandon rate; CSR availability; account Maintenance activities; payments processed; transaction history accessed; requested customer support and obtained general information. 						
1682	<p>The Contractor shall provide other performance reports to monitor, including but not limited to:</p> <ul style="list-style-type: none"> total number of calls taken by the IVR System; total number of calls taken using virtual queuing; total number of calls taken by the CSR (separate by Spanish and English); the number of and average length of calls handled for each line; the average and maximum wait time for each line; the time taken for a CSR to answer a call once that option is selected and the number of times a given menu is repeated consecutively during a given call. 						
1683	<p>The Contractor shall provide other performance reports to monitor emails, including but not limited to:</p> <ul style="list-style-type: none"> number of emails received CSRs; number of emails answered by group or individual CSRs; number of emails unanswered; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O- Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> average speed of answer by time period, daily, weekly, monthly; CSR availability and email purpose. 						
1684	<p>The Contractor shall provide other performance reports to monitor chats, including but not limited to:</p> <ul style="list-style-type: none"> number of chats offered to CSRs; number of chats answered by CSRs; number of chats abandoned; average speed of answer by time period, daily, weekly, monthly; CSR availability and chat purpose. 						
1685	<p>The Contractor shall provide other performance reports to monitor texting, including but not limited to:</p> <ul style="list-style-type: none"> number of texts offered to CSRs; number of texts answered by CSRs; number of texts unanswered; average speed of answer by time period, daily, weekly, monthly; CSR availability and Text purpose. 						
1.16.4.5. Print/Mail Reports							
1686	<p>The Contractor shall provide reports that allow operations to monitor the Print/Mail House Service Provider (optional) and/or Contractor performance against agreed to Performance Measures and manage USPS mailing activities, including but not limited to:</p> <ul style="list-style-type: none"> quantity of Notification per type; mailing time since receipt of files; Notifications rejected and not mailed with reasons and Exceptions. 						
1687	<p>The Contractor shall provide reports that show trends as they relate to USPS mailing operations workflow performance (volumes and amounts printed and mailed), including but not limited to:</p> <ul style="list-style-type: none"> Notification for each page limit (for example one-page, two-page, etc.); additional inserts; printing and mailing exceptions; returned mail, with and without forwarding address; bad address and performance against the agreed upon Performance Measures as a percentage by type of Notification. 						
1688	The Contractor shall provide reports that can be used to reconcile/verify invoices from the Print/Mail House Service Provider (optional).						
1.16.4.6. BOS Management Reports							
1689	<p>The Contractor shall provide reports that allow for transaction/trip reconciliation of the BOS, including but not limited to:</p> <ul style="list-style-type: none"> transactions/trips exchanged with the ETTM System; transactions/trips Posted to accounts and transactions/trips exchanged with Interoperable Agencies. 						
1.16.4.7. Contractor Performance Requirements Reports							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	Contractor Performance Measures reports shall assist the Authority and the Contractor in tracking, management, and assessing of the Contractor against the Performance Measures. The reports shall be designed and Approved during the Reports Design Workshop.						
1690	The Contractor shall provide BOS-generated reports that allow Authorized Users to monitor performance to date against each of the Performance Measures. For example, the month to date and year to date performance against any individual Performance Measure.						
1691	To the extent possible the reports shall automatically calculate the actual performance against the required Performance Measure(s).						
1692	The Contractor shall provide the capability to select a random sample of the work for review and audit including but not limited to:						
	· provide hyperlinked report reflecting a random sample of a certain number of Cases over a certain period of time (for example, 100 Cases which were opened or closed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each Case and						
	· provide hyperlinked report reflecting a random sample of a certain number of adjusted or reversed transactions/trips over a certain period of time (for example, 100 transactions/trips that were dismissed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each dismissal.						
1.16.4.8. ETTM Contractor Performance Measures Reports							
	ETTM System Contractor Performance Measures reports shall assist the Authority, the Contractor and the ETTM System Contractor in tracking, management, and assessing of the ETTM System Contractor against a subset of their Performance Measures. The ETTM System Contractor has the responsibility to provide for the majority of their Performance Measures Reporting. The report shall be designed and Approved during the Reports Design Workshop.						
1693	The Contractor shall provide reports that allow Authorized Users to monitor the ETTM System Contractor performance to date against a subset of the ETTM System Requirements Performance Measures.						
1694	The Contractor shall provide ETTM System Contractor performance reports which track the performance of the ETTM System, including but not limited to:						
	· exchange of data and files between the ETTM System and the BOS and						
	· results of all BOS and CSC Operations Contractor QA activities (for example, trip building and image processing accuracy).						
1.16.5. Interface Reconciliation Reports							
1.16.5.1. General Requirements for Interface Reconciliation Reports							
	The BOS interfaces with various other systems and Third-Party Service Providers, as such, reconciliation of the data transfer process and exception identification are critical elements of the BOS. In Interfaces where the BOS initiates the file transfer process, the BOS shall track the successful creation of the file as required by the schedule (Configurable), the successful transfer of the file, the acknowledgement by the third-party of the successful receipt and processing of the file, the receipt of the reconciliation or response file from the third-party and the BOS's successful receipt, processing and acknowledgment of the response file. A similar tracking and reporting shall be provided when the BOS is the recipient of the transfer process. Reconciliation reports shall reconcile to other BOS and financial reports and shall meet the following Requirements.						

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	These reconciliation reports shall be provided in addition to, and not in lieu of, automated reconciliation processes as described in the Requirements.						
1.16.5.2. Reconciliation with ETTM System Transactions, Reconciliation Files and Images Reports							
	These reports shall allow the balancing and reconciliation of transactions/trips and images throughout the revenue cycle, identify variances and errors and assist in investigating the problems, thus minimizing lost revenue. Such reports shall help identify trends in the flow of transactions, their final termination and reconciliation to the ETTM System. The transmission of the Transponder Status List files received from the Interoperable Agencies and the home Transponder Status List to the ETTM System also shall be tracked.						
1695	The Contractor shall provide transaction and image reconciliation reports that help identify issues, including but not limited to: transmission errors, data validity errors, missing images, missing transactions, traffic and transaction trends and exceptions.						
1696	The Contractor shall provide transaction transmission reconciliation reports that help validate that all transactions/trips transmitted by the ETTM System made it to the BOS and are correctly processed. These reports also shall validate that all other transmissions made by the ETTM System were successfully received by the BOS and that all transmissions made by the BOS are successfully received by the ETTM System.						
1697	The Contractor shall provide daily transaction transmission reconciliation reports that list all the transactions/trips transmitted to the BOS, the number of transactions/trips and the time these transactions/trips were acknowledged by the BOS. These reports also shall list the transactions/trips transmitted to the BOS that were rejected, the status of the re-transmission and records that were identified as exceptions by the receiving entity.						
1698	The Contractor shall provide transaction/trip transmission reconciliation reports that summarize the transactions/trips (quantity, amount, Posting status and Posted/paid amounts) by Payment Type that can be validated against ETTM System reports.						
1699	The Contractor shall provide image transmission reconciliation reports that help validate that all images and associated transactions/trips transmitted by the ETTM System were successfully received by the BOS. The reports shall list all the transaction images transmitted to the BOS, the number of images and data set in each file, as well as the time these files were acknowledged by the BOS.						
1700	The Contractor shall provide image transmission reconciliation reports that list the transactions/trips transmitted to the BOS that were rejected and the status of the re-transmission and images identified as exceptions by the BOS.						
1701	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with the Financial Account reports and ETTM Systems reports.						
1702	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with accounts receivable and revenue reports for all transactions.						
1703	The Contractor shall provide reports that track the receipt of the TSL to the ETTM Systems.						
1.16.5.3. Reconciliation with Interoperable Agencies Reports							
	Interoperability reports are provided to assist in reconciling transaction/trips and financial settlement with Interoperable agencies.						
1704	The Contractor shall provide all CTOC reports based on the most recent ICD at the time of Go-Live. The current CTOC ICD is in Attachment A: WRTO and CTOC Technical Specifications for Interagency Electronic Data Interchange.						

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1705	The Contractor shall provide all CTOC type reports for all interoperable and other service related transactions/trips processed by TCA.						
1.16.5.4. Reconciliation with ROV Lookup Source(s) Reports							
	The BOS shall Interface directly with one or more ROV Lookup sources including multiple direct DMV connections and a third-party ROV Lookup Provider to obtain vehicle registration information. The California DMV Interface shall also be used for the placement and removal of Registration Holds. The exchange of information and status shall be tracked and reported. Reports provided by the BOS shall match the transactional data provided to the applicable ROV Lookup Service Provider.						
1706	The Contractor shall provide reports that track the transmission of each vehicle registration lookup request, acknowledgment and response to each request. Data shall include the processing status of each record, including re-transmission and response code for each ROV Lookup Service Provider (initially California, Arizona, Oregon and Nevada DMVs and the Contractor-selected ROV Lookup Provider).						
1707	The Contractor shall provide reports that help identify license plates, including but not limited to:						
	· by Jurisdiction;						
	· by license Plate Type including temporary plates;						
	· license plates for which no registration data is provided;						
	· reason that no registration data is provided;						
	· license plates that have no registration data after an established period of time (Configurable);						
	· problematic license Plate Types and exceptions that need to be investigated (Cases).						
1708	The Contractor shall provide reports that provide ROV Lookup request and response trends by ROV Lookup Service Provider, Jurisdiction, date and license Plate Type.						
1709	The Contractor shall provide reports that reconcile Registration Hold requests with applicable DMV(s) initially California, including but not limited to:						
	· number of Registration Hold requests;						
	· number of Registration Holds placed;						
	· number of Registration Hold requests rejected;						
	· reason that the Registration Hold request was rejected;						
	· exceptions that need to be investigated (Cases).						
	· number of payments received at DMV;						
	· dollar amount of payments received at DMV;						
· payments amount received from DMV and number of Registration Holds released;							
1710	The Contractor shall provide reports that track Registration Hold statuses and any discrepancies between the status per the BOS and the status per the DMV or out-of-state DMV.						
1.16.5.5. Reconciliation with Rental Car Companies Reports							
	The BOS utilizes the rental car company file exchange process (in addition to what rental car companies can perform on the Self-Service Website Portal) to maintain the vehicle database. File uploads also shall be used to obtain/update vehicle license plates.						
1711	The Contractor shall provide the same reports for rental cars processed through TCA.						
	The Contractor shall provide reports that track the vehicle license plate information provided by the rental car company, including but not limited to:						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1712	· files transmitted or loaded;						
	· license plates added;						
	· license plates identified as exceptions;						
	· effective beginning and end dates/times of the license plates;						
	· updates made to the license plate information and						
	· the processing status of the license plates.						
1713	The Contractor shall provide reports that track the rental information provided by the rental car company, including but not limited to:						
	· files transmitted or loaded;						
	· Image-Based Transactions/Trips against license plate and/or renter/operator for rental period;						
	· outstanding amounts;						
	· vehicle status (Registration Hold);						
	· Notices and Alerts;						
	· status or workflow stage and exceptions.						
1714	The Contractor shall provide reports that reconcile to Image-Based Transaction/Trip noticing and financial reports.						
1715	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity on rental car company license plates.						
1716	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity by license plate.						
1.16.5.6. Merchant Account Reconciliation with Merchant Service Provider Reports							
	The BOS shall Interface with the Merchant Service Provider for processing Credit Card payments and refunds.						
1717	The BOS shall balance and reconcile every record processed, including but not limited to:						
	· payments (sales);						
	· voids;						
	· refunds;						
	· exceptions and chargebacks, chargeback reversals and replenishment.						
1718	The BOS shall load and process the Merchant Service Provider reconciliation files in support of the detailed reconciliation.						
	The Contractor shall provide reports that track the Credit Card files transmitted to the Merchant Service Provider in batch mode and/or records transmitted in real-time, including but not limited to:						
	· number of payments;						
	· chargebacks, chargeback reversals and replenishments;						
	· refunds;						
	· reversals;						
	· adjustments;						
	· errors;						
	· authorizations;						
	· settlements;						
	· payment source;						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1719	· Credit Card type;						
	· processed amounts;						
	· process status (for example accepted, declined);						
	· counts and amounts reported by the Merchant Service Provider for each transaction type;						
	· counts and amounts reported by the Merchant Service Provider for each card type;						
	· variances;						
	· declined reasons;						
	· date and time of transmission;						
	· Credit Card account number in PCI-compliant format;						
	· account number;						
· number of attempts and							
· processing fees.							
1720	The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:						
	· records in the file;						
	· response received;						
	· errors;						
	· no response;						
	· retries;						
	· old expiration date;						
	· new expiration date;						
	· Credit Card account number in PCI-compliant format;						
	· account number;						
· current account balance (receivable or prepaid);							
· status of update;							
· exceptions and							
· account Alerts.							
1721	The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:						
	· records in the file;						
	· response received;						
	· errors;						
	· no response;						
	· retries;						
	· old information;						
	· new information;						
	· Credit Card account number in PCI-compliant format;						
	· account number;						
· current account balance (receivable or prepaid);							
· status of update;							
· exceptions and							
· account Alerts.							

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1722	The Contractor shall provide reports that display Credit Card payment processing fees, including but not limited to:						
	· card type;						
	· transaction type;						
	· quantity processed;						
	· amount processed;						
	· per-transaction fees and · percentage fees.						
1723	The Contractor shall provide reports that display Credit Card payment processing trends, including but not limited to:						
	· card type;						
	· amount processed;						
	· amount declined;						
	· quantity;						
	· number of errors;						
	· transaction type (for example, payment, replenishment, reversal, refund);						
	· fees and · percentages.						
1724	The Contractor shall provide reports that balance to financial reports.						
1725	The Contractor shall provide reports that balance to settlement reports.						
1726	The Contractor shall provide reports that balance to account reports.						
1727	The Contractor shall provide reports that balance to operations (CSR, Website, IVR) reports.						
1728	The Contractor shall provide reports that validate compliance to the Performance Measures and note the exceptions.						
1.16.5.7. Reconciliation with Credit Card Update Service Provider Reports							
1729	The Contractor shall provide reports that reflect successful or unsuccessful transmission of update files.						
1730	The Contractor shall provide reports that reflect the number of updates requested from the Credit Card update service provider.						
1731	The Contractor shall provide reports that reflect the number of updated Credit Card files received from the Credit Card update service provider.						
1732	The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:						
	· records in the file;						
	· response received;						
	· errors;						
	· no response;						
	· retries;						
	· old expiration date;						
	· new expiration date;						
	· Credit Card account number in PCI-compliant format;						
	· account number;						
· current account balance (receivable or prepaid);							
· status of update;							

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> · exceptions and · account Alerts. 						
1733	<p>The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:</p> <ul style="list-style-type: none"> · records in the file; · response received; · errors; · no response; · retries; · old information; · new information; · Credit Card account number in PCI-compliant format; · account number; · current account balance (receivable or prepaid); · status of update; · exceptions and · account Alerts. 						
1.16.5.8. Reconciliation with the Authority's Bank Reports							
	All payments and funds received by the BOS are deposited in the Authority's Bank Accounts. The Authority requires the capture of all deposit data in the BOS. Fees for services provided also must be reflected separately in the reporting.						
1734	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile files received from and sent to the banks have been processed.						
1735	The Contractor shall provide reports that support and identify source of errors, variances and exceptions.						
1736	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile expected revenue to the actual revenue for each account established by the BOS.						
1737	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to the financial reports.						
1738	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to payments received by the BOS from various entities, such as Interoperable Agencies, Credit Card processor and Lockbox Service Provider (optional).						
1739	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various agencies.						
1740	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various entities, such as Interoperable Agencies and customer refunds.						
1741	<p>The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to the bank statements provided by the bank, including but not limited to:</p> <ul style="list-style-type: none"> · beginning balance; · activities for the month (such as payments, adjustments and checks cleared); · deposits in transit; · outstanding checks; · reconciling items and 						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	· ending balance.						
1.16.5.9. Reconciliation with Collections Reports							
	The Contractor shall utilize collection services to pursue Image-Based Transactions/Trips and other unpaid receivable balances.						
1742	Reports provided by the BOS shall track:						
	· the transmission of files;						
	· Collections Placements in Collections by Collection Agency;						
	· collections aging and performance of each Collection Agency.						
1743	The Contractor shall provide reports that track the transmission of the collection files and Collections responses including but not limited to:						
	· number and dollar value of accounts by account type in the Collections file;						
	· outstanding amounts (fees, penalties and Tolls);						
	· number and dollar value of Collections Placements;						
	· number and dollar value of transactions/trips;						
	· number of responses received and number of errors.						
1.16.5.10. Reconciliation with California FTB Tax Intercept Program Reports							
	The Contractor shall utilize the California FTB to pursue Image-Based Transactions/Trips and other unpaid receivable balances.						
1744	Reports provided by the BOS shall track:						
	· the transmission of files;						
	· debts placed with FTB;						
	· debt at FTB aging and performance of FTB.						
1745	The Contractor shall provide reports that track the transmission of files and FTB responses, including but not limited to:						
	· number and dollar value of accounts by account type in the FTB file;						
	· outstanding amounts (fees, penalties and tolls);						
	· number and dollar value of FTB Placements;						
	· number and dollar value of transactions/trips;						
	· number of responses received and number of errors.						
1.16.5.11. Reconciliation with Lockbox Reports (optional)							
	All payments and funds received by the Lockbox Service Provider (if elected) are deposited in the Authority's Bank Accounts. The Authority requires the capture of all deposit data in the BOS. If the Contractor provides a Lockbox Service Provider, the following applies:						
1746	The Contractor shall provide reports that track Lockbox Service Provider payments (summary and detail), including but not limited to:						
	· account number;						
	· Payment Type;						
	· number of payments; payment amounts;						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> · payment dates; · document type; · document number; · amount exceptions; · account exceptions and · other exceptions. 						
1747	The Contractor shall provide reports that balance to financial reports.						
1748	The Contractor shall provide reports that balance to settlement reports.						
1749	The Contractor shall provide reports that balance to account reports.						
1750	The Contractor shall provide reports that display payment trends.						
1.16.5.12. Reconciliation with Print/Mail House Service Provider Reports (optional)							
	The Contractor may utilize the services of third-party Print/Mail House Service Provider(s) to mail Notifications to customers. The reconciliation of the Notifications transmitted to the Print/Mail House Service Provider(s) and tracking of mailing date is critical to the CSCBOS operations.						
1751	<p>The Contractor shall provide reports that track the Notification files and the Print/Mail House Service Provider responses, including but not limited to:</p> <ul style="list-style-type: none"> · number of records transmitted; · number of responses received; · number of bad addresses and · number of corrections made. 						
1752	<p>The Contractor shall provide reports that track the Notification files transmitted to the Print/Mail House Service Provider, including but not limited to:</p> <ul style="list-style-type: none"> · Notification type quantity and total dollar value; · number of Violation Transactions/Trips and fees and penalties in each Notice; · date transmitted; · response on each Notification; · processing status of each Notification; · date of printing; · date of mailing; · number of pages; · Notifications that were not mailed; · mailing exceptions (such as duplicate mailing or Notification missing elements); · cancelled requests; · re-prints and · re-transmissions. 						
1.16.6. Data Analytics (Business Intelligence) (Phase II and Optional)							
	The Commercial Off-the-Shelf (COTS) data analytics Software will be used in conjunction with the data warehouse to provide data analytics (business intelligence).						
1753	The Contractor shall provide a COTS data analytics solution that works in conjunction with the data warehouse.						
1754	The Contractor shall provide the capability for the analysis of multi-dimensional data sets, arrays and data cubes using an online analytical processing (OLAP) tool.						

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1755	The Contractor shall provide 10 pre-defined analytics reports (to be determined during a post-Go-Live Phase II period).						
1756	The Contractor shall provide the capability for Authorized Users to display, print and export to reports and presentations the results of analysis in multiple formats, including but not limited to:						
	· all standard forms of tabular reporting;						
	· all standard forms of graphs;						
	· all standard forms of charts and maps by ZIP code, city, county, state and country.						
1757	The Contractor shall provide customized, graphical, reporting templates for the display, printing and export of information into reports and presentations.						
1758	The Contractor shall provide the capability for Authorized Users to do self-service data queries and analysis.						
1759	The Contractor shall provide the capability to produce analytical reporting so activity on the complete Express Lanes by any combination of the following parameters in both report and data query format, including but not limited to:						
	· account type;						
	· account status;						
	· customer account demographic information;						
	· CSC operational customer service data;						
	· customer Notifications information;						
	· payments type;						
	· vehicle type;						
	· Interoperable or home customers;						
	· revenue type;						
	· Transponder-Based Transactions/Trips;						
	· Image-Based Transactions/Trips;						
	· Plate Type;						
	· Violations;						
· I-Tolls;							
· time period (for example, day, week, month, year);							
· time of day and							
· day of week of the transaction.							

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1. Scope of Work and Requirements			
	The following subsections describe the Scope of Work and Requirements for the CSC Operations. These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and work functions. The intent of these "including but not limited to" lists is to indicate to the proposer the intent and scope of the Requirement.		
1.1. Operational Requirements			
1.1.1. General Requirements			
	This section lists the high-level operations Requirements.		
1	The Contractor shall provide all management, system Maintenance, supervisory, financial and CSC Operations staff, including qualified management, professional and clerical personnel, to professionally operate and administer the Authority's CSC Operations in a manner that meets all required Performance Measures.		
2	The Contractor shall put in place the organizational structure and headcount required to meet these Requirements.		
3	The Contractor shall be responsible for all providing all consumables (other than those explicitly stated to paid for by the Authority). Costs of consumables shall be included in the Contractor's Price Proposal.		
4	At the Authority's direction, the Contractor shall perform the Work required herein for any new Toll Facilities that may be implemented during the Operations and Maintenance Phase.		
1.1.2. I-405 CSC and WIC Facility			
	The Authority will provide a new primary space for the I-405 CSC and WIC. The Contractor is required to operate these Authority provided Facilities as described in the sections below. The Contractor will have unlimited access to the Facility and may use expanded operational hours as needed to accomplish the Work. There is currently an operational OCTA Store WIC that will provide I-405 customer service that will be operated and staffed by OCTA.		
	The Contractor will not be charged rent/utilities for the use of Authority provided Facility and furnishings. Although the Facility will house other Authority contractors, the Contractor will be the point-of-contact and coordination point for all maintenance, repair, service and janitorial issues related to the Facility regardless of location or origin,		
5	The Contractor shall coordinate and facilitate tours of CSC Operations Facilities and guide tours.		
6	The Contractor shall be the custodian of all the Authority's fixed assets at the I-405 CSC and WIC facility (regardless of provider) and provide tracking and reporting as required.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
7	The Contractor shall facilitate, coordinate and be the point of contact for all I-405 CSC Facility and equipment related maintenance and repairs that are not the fault of the Contractor (either the Authority will pay directly for the maintenance and repairs or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process). All Contractor labor necessary for these services shall be included in the Contractor's Price Proposal and shall not be invoiced or be considered additional Work. Repairs that are the result of Contractor actions shall be handled and paid for by the Contractor alone and the Authority shall be notified and kept informed.		
8	For all third party coordinated work, the Contractor shall receive a minimum of three (3) quotes and submit to Authority for Approval/selection. Upon selection, Contractor shall initiate purchase order with the selected vendor.		
9	The Contractor shall provide the coordination and facilitation of various Authority directed meetings in the CSC Operations conference rooms as requested by the Authority, including but not limited to:		
	· ensuring conference room is clean and all furniture and Equipment is in working order;		
	· providing meals for meetings (submit for payment through the weekly accounts payable batch process) and attending meeting.		
10	The Contractor shall provide and install all internal workspace signage and name plates that are Americans with Disabilities Act (ADA) compliant.		
11	The Contractor shall provide all office supplies and Equipment supplies (for example toner, paper, etc.) required for CSC Operations and staff.		
12	Immediately after NTP, the Contractor shall be responsible for working closely with the Authority in the design of the I-405 CSC and WIC Facility, including:		
	· any facility design inputs or requests received after the facility design inputs deadline has passed shall be the financial responsibility of the Contractor to incorporate into the design;		
	· any facility design inputs or requests received after the facility design is completed shall be the complete financial responsibility of the Contractor to both incorporate into the design and to build;		
	· any facility design inputs or requests to provide for adherence to PCI requirements are responsibility of the Contractor and		
	· all Contractor facility design inputs and requests made throughout the Term of the Agreement are subject to Authority Approval.		
1.1.2.1. OCTA Store WIC			
	The OCTA Store WIC located in the same building as Authority's offices and is staffed by Authority employees. These Authority employees will be trained by the Contractor and the Contractor shall also provide escalation and operations support. There is no room for operational activities other than walk-in customer service at this site. OCTA Store WIC computers, peripherals, network and equipment will be provided by the Authority.		
1.1.2.1.1. Hours of Operation and Holidays			

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
13	The Contractor shall train and provide escalation and operations support for the Authority employees and customer relations staff.		
14	The OCTA Store WIC shall be open 8 am- 5 pm Monday – Friday, Pacific Time.		
15	The OCTA Store WIC shall observe the following Holidays:		
	· New Year’s Day;		
	· Memorial Day;		
	· Independence Day;		
	· Labor Day;		
	· Thanksgiving Day;		
	· Friday after Thanksgiving Day and · Christmas Day.		
16	For any listed Holiday occurring on Saturday or Sunday, the OCTA Store WIC shall observe the Holiday on the same day as Authority’s other staff.		
17	The Authority may close the OCTA Store WIC (for example, for emergency or weather conditions).		
1.1.2.2. New I-405 CSC and Walk-in Center (WIC)			
	The CSC site is the sole Authority provided space for customer contact, CSC Operations and other processing required to meet the Requirements.		
	The CSC Facility shall meet the requirements below.		
18	The Contractor shall staff and operate the CSC.		
19	The Contractor shall ensure that the Facility is professional in appearance and clean.		
20	The Contractor shall exercise due care in the use, maintenance and storage of the Authority-provided Facility, property and assets.		
21	The Contractor shall comply with all requirements of the property lease and Facility license agreements (if applicable).		
22	The Contractor shall promptly notify the Authority of any weakness in the security at the CSC Facility.		
23	The Contractor shall utilize cameras in accordance with PCI/PII requirements and the Contractor’s preferred operational and security approach. The Authority shall have access to view and copy the camera footage upon request.		
24	The Contractor shall make all Authority-directed and Approved improvements to the CSC Facility, if any, as a combination of Additional Work Order, a pass-through cost, or submitted through the weekly accounts payable batch.		
25	The Contractor shall provide a minimum of one Spanish-speaking CSR in the CSC Facility during all the hours of operation.		
26	The Contractor shall equip the CSC customer contact center such that customers shall not hear cross talk when contacting the CSC by phone (crosstalk is any phenomenon by which a signal transmitted on one circuit or channel of a transmission system creates an undesired effect in another circuit or channel).		
1.1.2.2.1. Hours of Operation and Holidays			

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Authority require a high-level of customer service availability. The hours below are the minimum hours which the various elements of the CSC Operation must be staffed and operated.		
27	The CSC contact center shall be open for calls, customer contacts and customer interactions from 8 a.m. to 6 p.m. Monday – Friday, Pacific Time.		
28	The CSC shall observe the following Holidays:		
	· New Year's Day;		
	· Memorial Day;		
	· Independence Day;		
	· Labor Day;		
	· Thanksgiving Day;		
	· Friday after Thanksgiving Day and · Christmas Day.		
29	For any listed Holiday occurring on Saturday or Sunday, the CSC shall observe the Holiday on the same day as Authority's staff.		
30	The Contractor shall close the CSC upon Approval from the Authority (for example, for emergency or weather conditions).		
1.1.2.3. Serving Customers with Special Needs			
	The Contractor shall work with the Authority and develop a I-405 CSC and WIC Facility design that meets the latest ADA standards for accessibility for both staff and customers and be of appropriate size to contain the staff, furniture, Equipment and supplies necessary to conduct operations described in this Scope of Work for the duration of the Agreement.		
31	The Contractor shall report any Facility-related ADA compliance issues to the Authority immediately.		
32	The Contractor shall identify and contract with a real-time translation service to serve customers whose language is other than English and Spanish, and whose language is not spoken by an available Contractor staff person. The service is to be provided on an as-needed basis and be available during all customer service hours for both phone and walk-in customers at both the CSC WIC and OCTA Store WIC.		
33	The Contractor shall track the use of the translation service and shall provide tracking and accountability that identifies which account or document is related to each use of the service.		
34	The Contractor shall provide and utilize Equipment to serve hearing-impaired customers in accordance with customer service best practices and applicable federal and state statute and requirements.		
1.1.2.4. Security and Facility Access Control			
35	At the CSC, the Contractor shall be responsible for administering the physical security system and the CCTV surveillance systems.		
36	The Contractor shall provide and/or coordinate all security badges, parking, and administrative needs to access the building office space and for Authority staff or third-party vendors to work from the CSC location, as needed.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
37	The Contractor shall ensure the I-405 CSC Facility are accessed only by authorized personnel with the appropriate privileges, and the Contractor shall ensure security is not breached. The Contractor shall be responsible for establishing procedures and policies and carrying out these procedures and policies for all visitors accessing the I-405 CSC Facility. The policies and procedures shall be Approved by the Authority.		
38	The Contractor shall ensure access is limited to those functions required for the employees to perform their jobs while providing an appropriate segregation of access, based on employee responsibilities.		
39	The Contractor shall maintain and provide to the Authority as requested an access matrix that lists all personnel with access privileges to the CSC Facilities. The matrix shall identify each employee's position, job functions, Facility access rights, and access rights. Visitors and guests who are not directly working on the Project must be approved by the Authority in advance.		
40	The Contractor shall conduct reviews of the access matrix against the actual access for all employees in accordance with all security Requirements. Such reviews shall be conducted no less than quarterly or anytime at the request of the Authority. The Authority shall be invited to witness this review. The schedule for these reviews shall be included in the Operations Plan.		
41	The Contractor shall ensure all Facilities used by the Contractor to perform any Work in support of the Agreement shall be established and maintained in compliance with the Security Standards throughout the Term of the Agreement.		
1.2. Operational Functions			
	CSC Operations shall cover all functional areas as summarized below, including any required manual interactions or data entry that may be required of Contractor staff.		
1.2.1. Account Management			
	The Contractor shall provide the following services in an efficient and effective manner that allows customers to establish, manage and monitor their accounts.		
42	The Contractor shall process all account opening activities, not otherwise performed by the customer, using the BOS, including but not limited to processing the customer application, customer acceptance of terms and conditions, Account Plan enrollment and qualification verification, payment processing, and transponder Fulfillment.		
43	Using the BOS, the Contractor shall be responsible for the Fulfillment of any and all transponder types specified by the Authority.		
44	The Contractor shall support the assigning, qualification verification and management of Account Plans, including non-revenue plans in the BOS, as Approved by the Authority,		
45	In case of an incorrect or incomplete application, the Contractor shall contact the customer to facilitate successful account creation.		
46	The Contractor shall support all activities related to account closing. In the event of closing the Contractor shall ensure that the customer's transponder(s) is changed to the appropriate status in the BOS and that all outstanding balances are paid or handled in accordance with the Business Rules, Operations Plan and SOPs prior to closing the account.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
47	The Contractor shall update customer account information based on information received from entities including but not limited to:		
	· customer or Authorized Designee;		
	· Registered Owner of Vehicle (ROV) Lookup Provider;		
	· United States Post Office;		
	· Skip Trace Service Provider;		
	· Banks (for replenishment);		
	· Collection Agencies;		
	· Print/Mail House Service Provider;		
	· Lockbox Service Provider (if used by Contractor);		
· Credit Card Update Service Provider and			
· Merchant Services Providers (MSPs).			
1.2.1.1. Payments, Fees and Refunds			
	Contractor will process payments at the CSC Facilities and over the phone as well as resolve and post any payments where the Lockbox Service Provider (if used by Contractor) was unable to identify the correct account. In addition, the Contractor will assist in the processing of third-party and pass-through payments.		
48	The Contractor shall process all payments received from customers either directly or through the services of a Lockbox Service Provider.		
49	The Contractor shall resolve and process Lockbox Exceptions if a Lockbox Service Provider is utilized. These exceptions are payments which cannot be readily associated with a customer account. The Contractor shall be responsible for conducting timely research on these payments so that they can be posted to a customer account as quickly as possible. If all research avenues have been exhausted and documented and the payment remains unassociated, the payment shall be tracked as an unidentified funds Case for future resolution.		
50	The Contractor shall support processing of payments by Authority staff, customers, Franchise Tax Board, DMV, Interoperable partners and Collection Agencies and reconcile all payments to customer accounts and money deposited in the bank.		
51	The Contractor shall apply any fees which require manual application using the BOS in accordance with Business Rules, Operations Plan and SOPs.		
52	The Contractor shall research, respond to and process chargebacks.		
53	After the pre-established time period determined by the Authority has expired, the Contractor shall issue refunds using the same channel the customer used, if possible, to make the payment, in accordance with the applicable Authority Business Rules, Operations Plan and SOPs.		
54	In the case of check refunds, the Contractor shall use Positive Pay to deter check fraud.		
55	The Contractor also shall ensure that Credit Card refunds are successfully processed.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
56	The Contractor shall process, enter, print and send all refund checks and enter the resulting financial transactions into the Authority's financial accounting systems. The Contractor shall work with the Authority to setup all required accounts and processes to facilitate this entire process.		
57	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for direct payments to third parties for issuance by the Authority (for example, payments to third parties contracted directly by the Authority to provide services at the I-405 CSC Facility).		
58	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for reimbursement of pass-thru costs submitted by the Contractor for issuance by the Authority.		
1.2.1.2. Account Plans			
	The Authority has several Account Plans. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it.		
	The Contractor shall be responsible for managing the various Account Plan programs including, enrollment in the program, eligibility verification, program membership renewal, and handling questions from customers regarding how the programs work and questions about specific transactions/trips under the programs. In addition to the Account Plans listed in this section, the Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.		
59	In accordance with Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all the Account Plans, including new and modified plans.		
60	For the Account Plans that require qualification, the Contractor shall verify qualification, scan and attach the qualification documentation prior to adding the plan(s) to the customer account.		
61	For Account Plans requiring qualification, the Contractor shall remove the Account Plan and notify the customer if their eligibility requirements are no longer met.		
62	For Account Plans which expire and require renewal, the Contractor shall verify qualification prior to renewing the plan on the customer account.		
63	For Account Plans requiring payment, the Contractor shall collect appropriate payment from the customer as required by the enrollment process for the specific Account Plan.		
1.2.1.3. Non-Revenue Program			
	The Authority allows for non-revenue passage on qualified users on specific facilities. Non-revenue passage may be assigned at the individual transponder, or account level. The Contractor shall maintain strict control when a transponder is issued to an account with a non-revenue plan and the reason for issuing it. The Authority must ALWAYS Approve the issuance of any non-revenue transponder.		
	The Contractor shall be responsible for managing enrollment in the program after obtaining the Authority's approval, verifying eligibility, handling questions from customers in regard to how the programs work and questions about specific transactions/trips under the programs.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
64	In accordance with the Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all of the Authority's non-revenue programs.		
65	Prior to applying a non-revenue plan to a transponder, plate or an account, the Contractor shall obtain Approval from the Authority.		
66	The Contractor shall maintain documentation of authorization for each non-revenue plan that has been assigned to a transponder or an account, and this documentation shall be available for review by the Authority at all times.		
67	The Contractor shall manage non-revenue account participants certification that the transactions/trips on a non-revenue account are according to the agreement.		
68	The Contractor shall perform random checks to confirm the transponder is being used on an authorized plate.		
69	The Contractor will administer non-revenue accounts that do not have transponders issued when directed by the Authority.		
1.2.2. Privacy			
	Privacy is of utmost concern to the Authority. The Contractor shall adhere to privacy and security Requirements set forth below and in the Security Standards and current law and regulations.		
70	The Contractor shall develop and comply with all Approved Security Standards. Security Standards shall be updated to reflect changes in industry requirements, partner agreements and to address detected security weaknesses.		
71	The Contractor shall not release information to anyone unless authorized by the Authority. The Contractor shall develop an SOP and approval process for the release of information.		
72	The Contractor shall establish reasonable methods to verify the identity of customers prior to the release of any customer account information, and such methods shall be documented in the Operations Plan and SOPs.		
73	The Contractor shall validate the identity of the customer prior to release of any image. This may include requiring a photo ID at a WIC.		
1.2.3. Rental Cars			
	The Authority's customers utilize rental vehicles which create transactions/trips that are initially assigned to a rental agency. The Authority may utilize Rental Car Service Providers and/or other designated entities for processing the rental car trips.		
74	The Contractor shall work directly with customers, the Rental Car Service Provider and/or other designated entity to accurately process all rental car trips and resolve rental-related requests.		
75	The Contractor shall enter into agreements with a Rental Car Service Provider for the purpose of providing a seamless and cost-effective solution for customers. The Authority shall have the right to review and approve all Rental Car Service Provider Agreements.		
76	The Contractor shall provide the capability for a rental customer to post-pay a toll based on the Authority's Business Rules.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
77	The Contractor shall process affidavits of non-liability for rental/lease vehicles and pursue the named party.		
78	The Contractor shall resolve charges by rental agencies for accountholders who incur a charge by rental agencies.		
1.2.4. Search Warrants, Subpoenas, Litigation and Public Records Requests			
	The Authority receives requests for information and assistance from the law enforcement and legal communities as well as public records requests. These requests are highly time-sensitive and required sensitive and skilled handling.		
79	The Contractor shall refer all requests, inquiries, subpoenas, search warrants, public records requests and official information requests to the Authority, in accordance with Business Rules, Operations Plan and SOPs.		
80	In accordance with the Business Rules, Operations Plan and SOPs for handling and tracking of such requests, the Contractor shall gather and provide the information requested by the search warrant or subpoena upon receiving Approval from the Authority to do so.		
81	The Authority may request that the Contractor compile data for subpoenas, search warrants, litigation matters, or other reasons. The Contractor shall respond to all requests from the Authority in a timely manner and in accordance with the Business Rules, Operations Plan and SOPs.		
82	The Contractor shall assist the Authority's risk management department as directed in handling all claims and requests.		
83	If the research will take longer than two (2) Business Days, the Contractor must advise the Authority.		
84	The Contractor shall provide qualified personnel to support litigation, including providing testimony as an expert witness upon request from the Authority.		
1.2.5. Image Review Support			
	Image collection and processing is a fundamental operation of the Authority's transaction/trip processing and Violation enforcement process. Vehicle license plate images are captured by roadside Equipment for all transactions/trips. If a valid FasTrak transponder is not identified, the images associated with that transaction/trip are reviewed by the ETTM System Contractor in a process called image review. These images and results of the review will be used to determine if a plate is associated with a FasTrak account or is a Violation. These will include rear license plate images as well as Region of Interest images. The ETTM System Contractor will identify the plate number, and Jurisdiction and Plate Type, if applicable, and provide this information to the BOS. The BOS will automatically Post the transaction/trips to the customer accounts, IOP or generate Violation Notices based on the license plate information received from the ETTM System Contractor.		
1.2.5.1. Image Review Quality Assurance			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The accuracy of the image review process is critical to the successful identification of the ROV. As part of the Quality Assurance (QA) process, the Contractor will conduct an accuracy review and audit process of the manual and automated image review results. Using the ETTM System Contractor's-provided quality review tool, the Contractor will perform quality reviews on the results from each ETTM System Contractor to ensure that the ETTM System Contractor is accurately identifying a high percentage of license plates.		
85	The Contractor shall provide for an adequate number of trained and qualified image review staff to handle the quality review volume.		
86	The Contractor shall perform manual image review on a sample of at least 1% of all Image-Based Transactions/Trips per month that were provided by the ETTM System Contractor to determine accuracy of state, Plate Type, plate number and OCR confidence level.		
87	The Contractor shall provide a report to the Authority of the audit and findings.		
88	The Contractor shall correctly determine for each image set whether the ETTM System Contractor accurately processed the image and if not enter the correct plate information or reject code and provide the findings to the ETTM System Contractor.		
89	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.		
1.2.5.2. DMV No Registered Owner Information Return Quality Review			
	Periodically image transactions/trips will be returned from the DMV source with no registered owner information. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor's responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate or improperly formatted DMV submission.		
90	The Contractor shall review all image transactions/trips that are returned from the DMV source without registered owner information to ensure license plate entry was accurate.		
91	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to:		
	· plate number;		
	· Plate Type, if applicable and · Jurisdiction.		
92	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.		
1.2.5.3. Customer Inquiry Image Error			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	Quality reviews are required to verify customer-disputed transactions/trips. Customers may contact the CSCs regarding a notification they received that incorrectly identifies them as a user of a Toll Facility. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor's responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate.		
93	The Contractor shall also research and review images related to customer disputes and correct and reprocess.		
94	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to:		
	· plate number;		
	· Plate Type, if applicable and · Jurisdiction.		
95	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.		
1.2.6. Owner Identification			
	Successful acquisition of accurate ROV information is critical to the success of the Authority's Violation enforcement program. The Contractor shall be completely responsible for establishing and maintaining both technical and operational relationships with the Registered Owner of Vehicle (ROV) Lookup Providers. The Contractor must ensure that the Authority is receiving the optimum number of current and accurate ROV matches.		
96	The Contractor shall establish and maintain up-to-date agreements with each Registered Owner of Vehicle (ROV) Lookup Provider.		
97	The Contractor shall provide the capability to track and follow the renewal Requirements for each Registered Owner of Vehicle (ROV) Lookup Provider. For example, a state may require that a DMV data access application form be submitted and approved annually.		
98	The Contractor shall use online interfaces to the California, Arizona, Oregon and Nevada DMVs and other DMVs as they become available to manually look up individual license plates at the request of the Authority or in order to resolve customer disputes.		
	The Contractor shall provide the following ROV-related activities, including but not limited to:		
	· Establish and maintain a relationship with each Registered Owner of Vehicle (ROV) Lookup Provider;		
	· Manage current contracts and service level agreements with each Registered Owner of Vehicle (ROV) Lookup Provider;		
	· Monitor and evaluate the number of successful matches by Jurisdiction;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
99	· Monitor and evaluate the number of successful matches by Registered Owner of Vehicle (ROV) Lookup Provider;		
	· Monitor and evaluate the number of successful matches by type of license plate;		
	· Identify issues with manual license plate identification and provide information to allow the ETTM System Contractor to correct the issue, including examples and training material;		
	· Identify issues with automatic license plate identification and provide information to allow the ETTM System Contractor to fix the issue and		
	· Identify areas where the ROV match is lower than the average, investigate potential solutions and provide recommendations to the Authority.		
100	The Contractor shall coordinate with the ETTM System Contractor regarding BOS updates required due to any changes in ROV Requirements.		
101	The Contractor shall monitor the success of ROV Lookup requests each month and when a change is made by the ETTM System Contractor reporting on the number of requests for which an ROV was obtained (successful lookup) and the number for which a request was not obtained (unsuccessful lookup) by Jurisdiction.		
102	The Contractor shall identify Jurisdictions in which the percentage of successful requests decreases by more than five percent (5%) from the prior month and shall work with the appropriate Registered Owner of Vehicle (ROV) Lookup Provider to identify issues and solutions in collaboration with the ETTM System Contractor to ensure images are processed correctly.		
103	The Contractor shall develop solutions to increase the ROV Lookup success.		
104	The Contractor shall research and then input and manage the BOS Protected Plate data that associates an address with the agency names that are returned from the DMV or ROV Lookup Provider for license plates registered to a customer affiliated with federal, state or local agency that is allowed to shield addresses.		
105	The Contractor shall facilitate the Protected Plate process of entering the correct agency address and resending the Violation Notice.		
1.2.7. Customer Communications			
1.2.7.1. Outgoing Customer Notification			
	The Contractor is responsible for all necessary customer communication in accordance with the Operations Plan. At its discretion, the Authority will choose to produce some outgoing customer correspondence within its reprographics department.		
106	The Contractor shall make contact with customers, by using the Authority's required method of communication about account management, general information, marketing, changes to account and privacy policy.		
107	The Contractor shall be responsible for printing, pdf creation, storing and associating with accounts, envelopes, mailing and postage for all communications.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
108	The Contractor shall be responsible for acquiring and assembling all materials necessary for the mailing of transponders including, welcome kit, envelopes, sealing wafers, special inserts, stickers and mounting strips. The Contractor shall pay for mounting strips and other items not explicitly included in the pass-through list.		
109	When directed by the Authority, the Contractor shall coordinate with the Authority's reprographics department for the production of outgoing correspondence. The Contractor shall be responsible for pick up, assembly and mailing.		
110	The Contractor shall utilize the USPS/NCOA database services to validate a customer address prior to mailing correspondence.		
111	The Contractor shall provide all postage meters and be responsible for payment of any postage meter fees.		
112	The Contractor shall be required, at its own expense, to communicate to customers or the general public, including resending corrected notifications, any information related to issues or problems caused by the Contractor that affect customers, as further set forth in the Agreement.		
113	The Contractor shall be responsible for printing, packaging and distributing printed information, developed by the Authority.		
114	The Contractor shall manage the sending of e-blasts (sending of an email simultaneously to a group of people), developed by the Authority, to selected groups of customers or all customers using BOS functionality.		
1.2.7.2. Outgoing Communications (Future)			
	The Authority may elect during the Term of the Agreement to offer video tolling for unregistered accounts (mailed invoices) as the first step of the Violations process. The Authority anticipates that video tolling transactions would be grouped in regular intervals, such as weekly or monthly, prior to mailing invoices to customers.		
115	If directed by the Authority, the Contractor shall manage the mailing of invoices and the subsequent customer dispute and Violations process.		
1.2.7.3. Incoming Customer Communication			
	Incoming customer communication includes customer applications; replenishment payments; Violation payments; customer complaints; disputes; general public inquiries; legal notices (for example, bankruptcy, subpoena etc.); requests for account closures, account information updates and transponders. These communications will be received through all channels including but not limited to phone calls, faxes, texts, chat sessions, emails, Authority contacts, and mail.		
	Facilities and procedures are required to provide careful and efficient handling of all incoming customer communication, including the BOS providing for tracking of customer requests as Cases associated to the appropriate account(s).		
116	The Contractor shall assume the responsibility of establishing all required post office boxes.		
117	The Contractor is responsible for all mail pickup and transfer between Facilities as required.		
118	The Contractor shall receive mail from the post office boxes for incoming mail.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
119	All customer contacts handled directly through the Contractor staff shall be noted in the customer account in the BOS to maintain an accurate history of the customer's interaction with the CSC and Authority.		
120	The Contractor shall provide a response for all correspondence received from the customer regardless of which channel the customer uses to communicate, including but not limited to, correspondence received by:		
	· email;		
	· fax;		
	· text;		
	· chat;		
	· communication from the website's "Contact Us" feature and delivered (USPS or by other means) correspondence.		
121	The Contractor shall monitor and respond to customer requests received by phone, chat and text in real time when received during regular business hours.		
122	The Contractor shall strive to provide first contact resolution and track the number of contacts resolved on first contact.		
123	The Contractor shall encourage users receiving a Violation Notice to open a FasTrak account when they contact the CSC.		
124	The Contractor shall ensure incoming correspondence (paper or electronic) is scanned (in the case of paper correspondence), saved and associated with the customer's account and any applicable Case(s). Non-customer correspondence shall also be scanned and catalogued for easy access. Paper copies shall be shredded, in accordance with security requirements, and policies agreed upon by the Authority, in adherence with the Security Standards and documented in the Operations Plan.		
125	The Contractor shall use the same channel used by the customer or customers preferred channel to respond to the customer correspondence unless the Business Rules, Operations Plan or SOPs specify a different channel or if the nature of the customer issue necessitates the use of a different channel.		
126	The Contractor shall monitor the communications channels used and frequency of all customer correspondence and recommend for consideration BOS configuration changes that improve the use of customer-friendly, efficient and cost- effective customer communication methods.		
127	Some customer contact may involve questions about Image-Based Transactions/Trips. The Contractor shall utilize the BOS to view images related to the transaction/trip in question and if appropriate work with the ETTM System Contractor to correct issues.		
128	All incoming mail shall be processed by the Contractor, in accordance with the SOPs and applicable standards, including but not limited to the Security Standards. Such requirements include but are not limited to: segregation of duties; date stamping the mail, categorization, scanning and/or saving into the BOS as Cases, and then assigning to the appropriate Contractor staff for processing.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
129	The Contractor shall develop a workflow process that clearly documents the handling process for all incoming correspondence and communication through all channels, ensuring all incoming correspondence and communications are recorded, reviewed and properly routed (such as, operational correspondence, financial, contractual, etc.). This shall be documented in the Operations Plan and SOPs.		
130	The Contractor shall ensure all correspondence handling processes and controls are documented and adhered to by operations staff. The Authority shall Approve the correspondence handling process and any changes to the handling process.		
131	With the exception of customer requests regarding their own accounts, the Contractor shall only answer general inquiries as they relate to general information about the tolling facilities serviced and services provided by the CSC. All other inquires and communications shall be escalated to the Authority as a Case as set forth in the Operations Plan and SOPs, unless the Contractor is otherwise directed in writing by the Authority. This includes inquiries from or communications with the media, government agents, Public Records Act requests and individuals representing organizations for purposes other than directly related to their own customer account.		
132	The Contractor shall keep a record of all information requests as a Case, inform the Authority immediately of inquiries from these entities and direct such inquiries to the Authority, according to the Operations Plan.		
133	Customers may contact the Contractor regarding issues the Contractor does not control, for example debris on the roadway, or general tolling questions. The Contractor shall collect the required information and handle the issue in accordance with the Operations Plan. The Contractor shall create a Case and track the issue until it is accurately resolved or handed off to the appropriate party responsible for resolution in accordance with the Operations Plan.		
1.2.7.4. Returned Mail Processing			
	Returned mail shall be returned by the USPS and the Contractor shall update the BOS to reflect the status of the Notification and attempt to obtain a different address to mail the Notification to the customer if a forwarding address was not provided.		
134	The Contractor shall scan each returned envelope and Notification and attach the scan to the correct customer account. Any physical pieces of returned mail received will follow the document disposal process after scanning.		
135	The Contractor shall enter a forwarding address, if provided.		
136	For addresses without a forwarding address, the Contractor shall mark the address as bad.		
137	For bad addresses on FasTrak account correspondence, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.		
138	For bad addresses on Violation Notices, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.		
139	The Contractor shall utilize the USPS/NCOA database and Skip Trace services to find a customer address.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
140	If a different, current address is provided, the Contractor shall update the address in the BOS and take the necessary steps for the BOS to re-issue the correspondence.		
1.2.7.5. Collateral Materials for Customers			
	The Authority will provide the art work for all customer collateral, excluding system generated notices.		
141	The Contractor shall print, deliver to and inventory all collateral materials according to the print specifications provided by the Authority.		
142	The Contractor shall work with the USPS to obtain approval of printed material design to ensure compliance with the USPS requirements and to determine the lowest postage and staff handling effort for each mail piece type.		
143	The Contractor shall modify/update as directed by the Authority and print the generic collateral material when changes to the information contained in the material necessitate a revision.		
1.2.7.6. Customer Request Management			
	The BOS provides the capability to create, assign and manage requests made by customers or Authorized Users which cannot be completely resolved at the time of the request. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry.		
144	Many customer issues or requests (such as, changing a customer's contact information), can be completely resolved at the time of the customer request. If the issue or request is completely resolved during the initial contact, the Contractor shall notate it in the customer's account.		
145	Any customer issue or request that cannot be completely and accurately resolved at the time of request shall be entered into the BOS as a Case, for management, tracking and reporting. Contractor's staff shall work open Cases through to final resolution in a timely manner as required in the Operations Plan and in accordance with the Performance Measures.		
146	The Contractor shall accurately resolve and respond to customer issues and requests by the customer's preferred method of contact (email and mail) if available and according to the Business Rules, or by letter, email, mail, phone or text depending on the circumstances of the issue/request. The escalation procedures for customer issues and requests shall be described in the Operations Plan.		
147	The Contractor shall respond to customer Cases according to the Business Rules, Operations Plan and SOPs. The CSC Manager responsible for Case management shall review the list of open Cases on a daily basis and shall make sure they are accurately resolved in accordance with and within the timeliness set forth in the Operations Plan and the Performance Measures. The Authority shall be notified immediately if there are any critical comments or issues that need immediate attention.		
148	The Contractor shall be responsible for the resolution of all customer disputes, which are managed as Cases, in accordance with the Authority's policies, the Business Rules, Operations Plan and SOPs.		
149	The Contractor shall select the proper case type and case resolution.		
150	The Contractor shall utilize pre-approved auto responses for case resolution as appropriate.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
151	The Contractor shall process dispute Cases (Investigative Review) involving adjustments to vehicle class, transaction/trip adjustments and reversals, reassigning of Violations, and other resolutions. Specific types of disputes shall require supervisor/manager review and approval, and all waivers, adjustments and reversals shall be in accordance with the Operations Plan and SOPs.		
152	The Contractor shall place the disputed transactions/trips and Violation Notices on hold and release the hold in the BOS in accordance with Operations Plan and Business Rules.		
153	The Contractor shall ensure all supporting documentation from the customer to resolve a dispute Case, as required by the Operations Plan and Business Rules, is obtained. If the customer does not provide the supporting documentation, the Contractor shall contact the customer in accordance with the timeframes defined in the Business Rules and Operations Plan.		
1.2.7.7. Ongoing Customer Satisfaction Surveys			
	The Contractor shall work with their Customer Satisfaction Survey Provider Subcontractor to establish a program that provides customer feedback regarding the services the Contractor provides and the Express Lanes themselves.		
154	The Contractor shall offer the survey opportunity to every customer each time they contact the CSC.		
155	The Contractor shall contract with a third-party Customer Satisfaction Survey Provider Subcontractor.		
156	The Contractor shall create a customer survey program to measure the quality of the services they provide.		
157	The Contractor shall modify the program as needed or as directed by the Authority.		
158	The Contractor shall make contact with each customer who rates their experience with an overall score below an agreed upon threshold, as noted in the Operations Plan, within five (5) Business Days of the customer submitting the survey.		
159	The Contractor shall monitor the customer surveys and provide a report to the Authority monthly.		
160	The Contractor shall provide training on the survey tool to CSRs and other applicable personnel, including the purpose of the survey and the use of the survey tool.		
161	The Contractor shall review survey results with CSRs and other applicable personnel during periodic meetings regarding individual's performance.		
162	The Contractor shall provide the Authority convenient, electronic access to the up to date and historic survey results.		
163	The Contractor shall include the customer survey results, including trending, in as part of the Monthly Operations Report.		
1.2.7.8. Customer Service Quality Monitoring and Reporting			
	The Contractor interacts with the Authority's customers directly through many different channels including, but not limited to, in person at the WIC, over the phone, in writing via chat, text, email and responses to the Cases. The quality of these interactions and the service provided to its customer is of utmost importance to the Authority. In addition to Customer Satisfaction Surveys, the Authority expects the Contractor to develop and enact quality programs for all aspects of its operation and to train its staff to use deliberate care in each interaction and in serving the Authority's customers.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
164	The Contractor shall ensure all CSC staff is trained in a manner which ensures excellent customer service in every customer interaction as measured by the Performance Measures.		
165	The Contractor shall record the reason(s) for each contact (via all contact channels) by using Approved call wrap-up codes, entering account notes or other tracking approach to document the reason for the contact and memorialize the resolution or required next steps.		
166	The Contractor shall monitor and score both live and recorded CSR calls for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		
167	The Contractor shall monitor and score WIC CSR interaction, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		
168	The Contractor shall review and score all customer interaction channels, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		
169	The Contractor shall review and score Case resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		
170	The Contractor shall periodically monitor CSR screen navigations by remotely viewing the CSR's screen.		
171	The Contractor shall track monitoring results and submit a monthly summary to the Authority as part of the Monthly Operations Report.		
172	The Contractor shall track all escalated issues and resolutions and provide a monthly report to the Authority as part of the Monthly Operations Report.		
173	The Contractor shall review information provided by the Authority upon their review of customer interaction and make any changes to improve customer service.		
174	The Contractor shall provide the capability for the Authority to, at the Authority's discretion and without prior notification to the Contractor, monitor all live and recorded calls and all other types of correspondence.		
175	The Contractor shall provide for review by the Authority all documentation related to the Contractor's quality program.		
176	The Contractor shall conduct monthly quality monitoring calibration meetings for all Contractor staff who monitor customer interaction. The Authority shall be invited to attend these meetings.		
1.2.8. Transponder Management			
	The Authority will purchase transponders and the Contractor shall perform all other work related to transponders.		
177	The Contractor shall manage all aspects of the transponder lifecycle. This includes but is not limited to:		
	· initiate a PO request;		
	· receiving into inventory;		
	· testing transponders upon receipt and prior to issuing;		
	· programming transponders as necessary, for example programming a standard 6c transponder to indicate that the vehicle is a motorcycle;		
	· assigning and issuing to customers;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> · tracking transponders through their life; · recycling (evaluating, cleaning and testing) for reissue; · managing transponder recalls; · warranty return and replacement and · disposal of transponders. 		
178	Upon customer request, the Contractor shall assign, and mail transponder(s) to customers.		
179	The Contractor shall support the distribution of transponders by the Contractor and US mail.		
180	The Contractor shall include user guide and mounting instructions, mounting strips and other materials, as may be determined by the Authority to be required with the distribution of each transponder. The camera-ready copy of any transponder kit materials will be provided by the Authority.		
1.2.8.1. Transponder Inventory Management			
	The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, identifies and supports the transponder recall program and tracks transponder warranty.		
181	The Contractor shall be responsible for ordering (if requested by the Authority), tracking and transporting the transponders at all CSC Facilities, including the OCTA Store WIC.		
182	The Contractor shall ensure that an adequate supply of transponders is available at all times. When the inventory reaches a pre-determined level identified in the Operations Plan the Contractor shall initiate order requests with the Authority, based upon existing inventory and forecasted requirements.		
183	The Contractor shall ensure that an adequate supply of transponder mounting strips, user guides and mounting instructions, and shielded envelopes for transponders are available at all times to accommodate the transponders issued by the I-405 CSC and WIC and the OCTA Store WIC.		
184	CSC issues multiple types of transponders, and as such, the Contractor shall be required to manage multiple types of transponders, possibly from multiple manufacturers/providers.		
185	The Contractor shall receive shipments of transponders and shall reconcile shipment contents with electronic manifests provided by the transponder manufacturer. The waybill shall be reconciled against the original purchase order and scanned into the BOS for tracking and reconciliation purposes.		
186	Monthly, the Contractor shall conduct a physical audit of the transponders that are under its physical control, including for the various transponder types and statuses and quantities. The audit shall compare the physical counts with the BOS counts by transponder type, location and status and completely reconcile any discrepancies. Transponder audit reports shall be included in the Monthly Operations Report.		
187	The Contractor shall support the Authority in their periodic transponder audits that will be no more frequent than quarterly unless discrepancies are found.		
188	The Contractor shall distribute new and recycled transponders, if applicable, using the FIFO inventory method.		
1.2.8.2. Transponder Testing			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Authority will provide Equipment for the testing and programming of transponders.		
189	The Contractor shall test one hundred (100) percent of the switchable transponders and ten (10) percent of each roll of sticker tags in each shipment when the transponders are received from the manufacturer. This testing shall include but not be limited to:		
	· verifying that the transponders function and are correctly encoded;		
	· reading the transponder serial number and verifying that the transponder label, barcode and internal coding are consistent and		
	· ensuring the transponders can be read by simulating functionality on the road.		
190	The Contractor shall return the transponders which fail the testing to the manufacturer in accordance with the Operations Plan.		
1.2.8.3. Transponder Return to Manufacturer			
	When transponders are determined to be defective but have not exceeded their manufacturer's warranty, they are returned to the manufacturer for replacement under warranty.		
191	The Contractor shall track transponder warranty status and manage and resolve all warranty issues with the transponder manufacturer.		
192	The Contractor shall be responsible for ensuring all transponders found to be defective and still under the manufacturer's warranty are returned to the manufacturer, according to the manufacturer's specified return material authorization (RMA) process.		
193	The Contractor shall be responsible for storage of transponders subject to return until such time that the transponder manufacturer accepts the returned transponders.		
194	The Contractor shall be responsible for shipment of the transponders identified for return to the manufacturer.		
195	The Contractor shall track the warranty returns and confirm that the Authority receives the proper credit for the transponders returned under warranty in accordance with the Authority's agreements with the manufacturer.		
1.2.9. Registration Hold			
	California law allows toll agencies to place a hold on DMV vehicle registrations due to unpaid toll Violations. Based on the Business Rules, Operations Plan and SOPs, a Registration Hold may be utilized to enforce payment of a Violation(s).		
196	The Contractor shall place and release Registration Holds using BOS functionality and in accordance with the Business Rules, Operations Plan and SOPs.		
197	The Contractor shall coordinate with the applicable DMV or Third-Party Service Provider responsible for placing Registration Holds on the vehicle registrations and respond to any requests that the entity may have.		
198	The Contractor shall respond to requests from customers related to Registration Holds and the process for releasing the Registration Hold(s).		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
199	The Contractor shall initiate a release of the Registration Hold(s) in real-time for customers who have satisfactorily resolved the condition(s) which caused the Registration Hold(s).		
200	The Contractor shall reconcile and account for all payments to the DMV for Registration Hold placement and for any payments collected by the DMV from the Authority's customers.		
201	The Contractor shall support all DMV Registration Holds or other enforcement methods allowed by interstate Interoperability enforcement agreements.		
1.2.10. Collections			
	This Collections process covers the assignment of past due amounts on delinquent FasTrak accounts, and delinquent Violations to the Collection Agencies provided by the Contractor. Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to Collections. Unpaid transactions/trips and fees on FasTrak accounts that are delinquent may also escalate to Collections.		
	Delinquent Violation debts are placed with a Collection Agency.		
	The process of assigning unpaid transactions/trips, Violations, fees and penalties to Collections is called Collections Placement, and is an automated BOS process. However, based on the Business Rules, each Collections Placement may require a quality review and/or the Authority's approval before the Collections Placement file is submitted to the applicable Collection Agency.		
	Prior to a Collections Placement, the Authority may require the Contractor to perform outgoing calls or mail a pre-collections letter to alert an individual of an impending Collections Placement and allow one more chance to make a payment.		
	The Collection Agencies will provide regular collection activity updates to the BOS by electronic interface. Payments for transactions/trips in Collections can be made to the Collections Agency or to the CSC. The Contractor will manage, monitor and reconcile the transfer of Collections Placement files and revenue collected by the Collection Agencies and the CSC.		
202	The Contractor shall provide the Collection Agencies.		
203	The Contractor shall support outbound collections calls and letters prior to Collections Placements.		
204	The Contractor shall verify that the BOS is performing Collections Placements according to the Business Rules, Operations Plan and SOPs.		
205	While it is expected that the Collection Agencies will be the primary payment processors for debts in Collections, the Contractor shall accept payments for amounts in Collections.		
206	The Contractor shall verify that the Collection Agencies are accurately updating the BOS and shall work directly with the Collection Agencies to completely and accurately resolve any issues in a timely manner, including identification and resolution of any discrepancies between what the BOS identifies is in Collections and what Collection Agencies say is in Collections.		
207	Using the BOS and other data sources as necessary, the Contractor shall perform reconciliations including but not limited to:		
	· reconcile files received from the Collection Agencies to the BOS to ensure the files received from the Collection Agencies are correctly Posted to the BOS;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
207	<ul style="list-style-type: none"> reconcile outstanding Collections balances per the BOS to outstanding Collections balances per the Collection Agencies on a monthly basis, and research and resolve discrepancies and reconcile amounts collected by the CSC in relation to Collections Placements sent to the Collection Agencies. There should be no duplicated revenue collections on the same Collections Placement. 		
208	The Contractor shall review and verify invoices submitted by Collection Agencies, along with required backup documentation and providing feedback to the Authority.		
209	The Contractor shall provide a financial reconciliation between the BOS and the Collection Agencies for a specific customer account at the Authority's request.		
210	The Contractor shall provide assistance to the Collection Agencies regarding the research of disputes when customers contact the Collection Agencies and shall coordinate the resolution with the Collection Agencies.		
211	The Contractor shall update the BOS when notified by a Collection Agency that a customer has been allowed to establish a settlement arrangement to pay a lesser amount or to make periodic payments.		
1.2.11. Bankruptcy			
	The Contractor shall receive and process Notification of bankruptcies related to amounts owed to the Authority by customers. The laws related to bankruptcy are very specific and must be followed closely from initial Notification through final resolution and potentially transaction Write-Off.		
212	The Contractor shall comply with bankruptcy laws.		
213	The Contractor shall document receipt of Notification of bankruptcy within the BOS and place applicable transactions on hold pending the outcome of the bankruptcy process.		
214	The Contractor shall remove DMV Holds for trips subject to bankruptcy proceedings.		
215	The Contractor shall communicate with the Collection Agencies, as necessary, related to a bankruptcy Notification.		
216	The Contractor shall discontinue collection efforts with the Franchise Tax Board for trip subject to bankruptcy proceedings.		
217	The Contractor shall update the status of the bankruptcy in the BOS upon notification of changes or the resolution and perform the necessary steps to ensure that the BOS accurately reflects the outcome including but not limited to dismissing amounts due, processing Write-Offs and reinstating Violations.		
218	The Contractor shall send copies of bankruptcy Notifications to the Authority.		
219	The Authority will notify the Contractor of any bankruptcy proceedings for which the Authority receives Notifications. The Contractor shall update the status of the bankruptcy in the BOS accordingly and notify the applicable Collection Agency.		
220	The Contractor shall follow up with, provide information and respond to requests from all parties including but not limited to customers, attorneys, the bankruptcy courts and the Authority related to a customer bankruptcy proceeding.		
1.2.12. Violation Investigative Review (Disputes), Administrative Review and Hearing Support			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	When a violator receives a Violation Notice, they can contest (dispute) it. Disputes shall be tracked as Cases in the BOS. The Contractor shall follow California Vehicle Code Section 40250 et seq. with respect to disputes and Administrative Review Hearings.		
221	The Contractor shall manage disputes, subsequent resolutions, and support Administrative Reviews.		
222	The Contractor shall receive, research, document and resolve all customer disputes.		
223	The Contractor shall investigate all customer disputes to determine if the contesting person (ROV) is responsible for the Violation.		
224	The Contractor shall mail the results of the investigation to the person who contested the Violation.		
225	When the person contesting a Violation is not satisfied with the results of the Contractor's investigation, they may request an Administrative Review Hearing. The Contractor shall schedule all Administrative Review Hearings and collect payment from the customer in accordance with California Vehicle Code and Authority's Business Rules and SOPs.		
226	The person contesting a Violation can request a waiver of deposit due to financial hardship. The Contractor shall verify that the person is eligible for financial hardship via verification of their W-9 or other Authority Approved process.		
227	The Contractor shall adhere to the California Vehicle Code Violation dispute process and Authority policies.		
228	Once an Administrative Review Hearing is requested, the Contractor shall again review the dispute and organize all related information, using primarily the Evidence Package reports from the BOS, and provide the Authority and the Administrative Hearing Officer with all relevant documentation in a comprehensive Evidence Package.		
229	The Contractor shall develop the processes, for Approval by the Authority, for the hiring and scheduling of Administrative Hearing Officers in compliance with all applicable statutes and manage the entire Administrative Review and Hearing process.		
230	The Contractor shall be readily available in-person to the Contractor-hired Administrative Hearing Officer during the Administrative Review Hearing. Contractor personnel shall be available and support the process per the SOPs and as requested by the Authority.		
231	The Contractor shall provide a Spanish-speaking interpreter to attend and support all applicable Administrative Review Hearing.		
232	The Contractor shall implement all required actions resulting from the Administrative Review Hearing process.		
233	The Contractor shall offer and process reduced Violation penalties in accordance with the Business Rules, Operations Plan and SOPs.		
234	The Administrative Review Hearing will result in either the Violation(s) being dismissed or violator being required to make payment. The Contractor shall make adjustments to the balance due and/or collect payment from the customer and provide notification.		
1.2.13.	Banking and Lockbox Services		
	The banking and merchant services for the CSC are comprised of the following:		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· Banking Services – Banking Services are comprised of the Authority provided depository accounts into which merchant and other deposits are made. The Authority has selected and contracted with a Banking Services provider.		
	· Merchant Services – Contractor-provided merchant services are comprised of the payment processor and acquiring bank.		
	· Refund Account(s) – Bank Account(s) from which customer refunds are made. The Refund Account(s) is part of the Authority's Banking Services.		
	· Lockbox – The Contractor may elect to provide and use a Lockbox Service Provider to receive and process all mailed payments related to customer accounts and Violations.		
	The Authority will retain ownership of the Bank Accounts and will provide the Contractor with the necessary access to act and transact on behalf of the Authority. The Contractor will provide the Merchant Service Provider; the Authority will be the merchant of record for all Merchant Service Providers.		
235	The Contractor shall reconcile the BOS reports to the bank, all customer payments, Lockbox (if applicable) and merchant accounts on a daily basis.		
236	The Contractor shall utilize the Authority's Banking Services and Contractor's MSPs to fulfill the requirement(s) of the bank and MSPs.		
237	The Contractor shall utilize and manage the Authority refund process and associated Refund Account(s) to disburse customer refunds which require the issuance of a check. The Contractor shall reconcile and report on the refund activities.		
238	The Contractor shall coordinate with the Authority-provided armored services with daily pickup at the I-405 CSC and WIC.		
239	The Contractor shall manage a Refund Account from which they will issue checks for the Authority.		
240	The Contractor shall issue all refunds, including checks.		
241	The Contractor shall process any Lockbox Exceptions transmitted by the Lockbox Service Provider within the same day the payment was received from the customer.		
1.2.14. Closing Procedures			
242	The Contractor shall perform closing procedures in an accurate and timely manner in accordance with the Performance Measures, including but not limited to:		
	· perform Posting Day close to finalize counts and revenue for the Revenue Day;		
	· perform month-end close on the last Posting Day of the calendar month and		
	· perform year-end close on the last Posting Day of the Fiscal Year.		
1.2.15. Escheatment (unclaimed property)			
243	The Authority follows statutory requirements with regard to uncashed checks issued as a form of refund to customers, violators and other funds deemed unclaimed by the Authority.		
244	The Contractor shall work with the Authority to follow the Escheatment process.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
245	The Contractor shall maintain a register of all uncashed checks. The register shall indicate an unique identification number, such as account number or violator ID number, the name, address, check #, amount of check, check issue date, reason for check issuance, check reversal date, and reason for reversal, if applicable.		
246	The Contractor shall provide the Authority with lists of the uncashed checks eligible for Escheatment and those that have completed the Escheatment process.		
247	The Contractor shall provide information and conduct research as requested by the Authority related to uncashed checks and unclaimed funds.		
248	The Contractor shall reissue checks at the Authority's direction.		
249	The Contractor shall identify the funds as Escheated in the BOS as directed by the Authority.		
250	Prior to Escheatment, the Contractor will advertise a Notice of Publication of Unclaimed Funds that will run once a week for two (2) weeks.		
251	When no inquiries are received, the checks will revert back to the Authority. The Authority will provide the Contractor with a list of funds to either reissue a check for or to revert back to the Authority.		
1.2.16. Write-Offs			
	The BOS will provide the capability for the Contractor to monitor, conduct, and report on Write-Offs of unpaid balances or aged amounts.		
252	The Contractor shall develop a Write-Off procedure that complies with legislation and the Authority's policies.		
253	Contractor shall configure BOS to perform automatic Write-Offs based on the Business Rules for unpaid balances which meet the Approved criteria.		
254	Contractor shall monitor the automatic Write-Offs performed by the BOS and report on these to the Authority on a monthly basis.		
1.2.17. Reconciliations			
	The Contractor shall be responsible for the management of the financial operations of the CSC, including the balancing and reconciliation of all Financial Transactions.		
255	The Contractor's balancing and reconciliation activities, which shall be provided to the Authority on a weekly and monthly basis, shall include but are not limited to:		
	· perform daily balancing and close-out of all shifts;		
	· perform daily balancing of all mailed-in payments;		
	· perform daily and monthly reconciliation of all Bank Accounts;		
	· perform daily and monthly reconciliation of all merchant account activity and fees, including but not limited to Credit Cards and Debit Cards and		
	· perform daily and monthly reconciliation of all Lockbox activity.		
256	The Contractor shall develop a process for identifying, reporting and resolving all errors and discrepancies, which shall be included in the Operations Plan.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
257	The Contractor shall perform other financial and transactional reconciliations in an accurate and timely manner, to be provided to the Authority for review, in accordance with the Performance Measures, including but not limited to:		
	· perform daily, monthly and annual reconciliation of all transactions;		
	· perform daily, monthly and annual reconciliation of all Interoperable Agency transactions;		
	· perform daily, monthly and annual reconciliation of all transactions placed at a Collection Agency;		
	· perform daily, monthly and annual reconciliation of all Third-Party Service Provider payments and		
	· perform quarterly reconciliation and analysis of accounts receivable for the purpose of recording a provision for uncollectible accounts receivable journal entry.		
258	The Contractor shall perform monthly reconciliations of all Financial Accounts, including roll-forward schedules from prior periods, which will be provided to the Authority for review.		
259	The Contractor shall reconcile all payments received from all payment channels within one day of posting to the system. This shall include the identification and resolution of all reconciliation discrepancies.		
260	The Contractor shall perform reconciliations, including but not limited to:		
	· detailed reconciliation of transactions/trips and revenue, by facility and transaction type;		
	· Bank Accounts;		
	· refunds by refund type;		
	· prepaid account balances;		
	· transponder deposits;		
	· aged accounts receivable;		
	· fees revenue;		
	· penalties;		
	· Write-Offs;		
	· payment transactions and		
	· other cost items and revenues.		
1.2.18. Financial Reporting			
	The Authority reports on a Fiscal Year beginning July 1 and ending June 30. As a public-sector entity, the Authority's basic financial statements are presented in compliance with pronouncements in accordance with the Governmental Accounting Standards Board (GASB) and in conformity with GAAP.		
	While most Financial Transactions are captured automatically through the BOS, some level of manual entry may be required. Reports, including electronic reports and data exports from the BOS, are the primary means by which the Authority will capture financial information related to the operation of the CSC. The financial reports consist primarily of various BOS-generated reports which summarize the financial and operational performance of the CSC. While most reports are automated, the Contractor is expected to provide manual reports for information that is not automated as requested by the Authority.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
261	The Contractor shall utilize BOS-generated reports Approved by the Authority to fulfill reporting needs as described in the Reporting and Reconciliation Plan.		
262	The Contractor shall provide all financial reconciliation and reports to the Authority in a timely manner, but no later than the date(s) prescribed in the Performance Measures.		
263	The Contractor shall provide all data to the Authority in compliance with pronouncements issued by GASB and in conformity with GAAP.		
264	The Contractor shall perform ongoing review of reports at a frequency sufficient to guarantee all reports balance and reconcile to related reports.		
265	The Contractor shall balance, reconcile and verify the content of the reports, including but not limited to:		
	· daily receipts report (by payment method, payment channel and transaction type, including disbursements);		
	· monthly receipts report (by payment method, payment channel and transaction type, including disbursements);		
	· bank reconciliations;		
	· prepaid toll balance;		
	· refunds;		
	· payments to DMVs and other Registered Owner of Vehicle (ROV) Lookup Provider for lookup and Registration Hold fees;		
	· negative balance prepaid customer report;		
	· transaction aging report;		
	· customer aging report for Violation Notices, fees, etc.;		
· monthly adjustment report as required by the Authority and			
· transponder inventory reconciliation.			
266	The Contractor shall enter journal entries, check payments and other Financial Transactions into the Authority's general ledger systems on a daily, weekly and monthly basis.		
267	The Contractor shall, at the request of the Authority, provide new vendor setup, including soliciting and providing W9 of the new vendor and setting up vendor information in the Authority's accounting systems.		
1.2.18.1. Audits			
1.2.18.1.1. SSAE-18 Type II Audit			
	The Contractor shall engage an independent auditor to perform an SSAE-18 Type II audit to cover the operations of the CSC and provide the resulting SOC1 report to the Authority. The auditors have a fiduciary duty to the Authority; however, the coordination of the audit, including managing the audit and related requests, managing interviews with staff, and the preparation of any supporting documentation or schedules shall be the responsibility of the Contractor.		
268	The Contractor shall engage an independent auditor, which has been Approved by the Authority to perform the SSAE-18 Type II audit.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
269	The selected independent auditor shall be experienced and widely recognized in the United States for performing these types of audits. (i.e., the selected audit firm shall perform a minimum of ten (10) such similar audits each year).		
270	The Contractor and auditor shall mutually agree on an audit plan, which shall be provided to the Authority for Approval, including regularly scheduled meetings.		
271	The audit shall cover the period of April 1 to March 31 annually, supplemented by a bridge letter covering the period of April 1 through June 30 annually, with the first year covering the Agreement start date through March 31 and the last year covering April 1 through the end of the Agreement Term. The audit periods are deliberately set to include an offset and a bridge letter so that the Authority's auditors have the SOC1 report in time to start their audit work.		
272	The final SOC1 report shall be provided to the Authority no later than June 30 each year.		
273	The Contractor shall comply with all changes to requirements under SSAE-18; in the event SSAE-18 is replaced by a new standard, the new standard shall apply and in the event the SOC1 is replaced by a new reporting form, the Contractor shall submit the new reporting form.		
274	The Contractor shall promptly comply with all audit requests.		
275	The Contractor shall promptly notify the Authority of any concerns raised by the auditors, including but not limited to:		
	· any asserted weaknesses;		
	· limitations on audit scope;		
	· the auditors' inability to carry out the audit;		
	· the Contractor's inability to carry out the audit;		
276	· any projected cost overruns and		
	· time delays in scheduled audit completion.		
276	If there is a material change to the Contractor's operations, the Contractor shall update the initial SOC 1 report and include it on the update to ensure the Contractor is in compliance with the SSAE-18 attestation standards.		
1.2.18.1.2. Quality Audit			
	The Contractor shall conduct daily quality audits. These audits shall encompass all aspects of the CSC Operation as described in the Quality Plan. The Contractor must develop an audit report and provide it to the Authority monthly.		
277	The Contractor shall conduct daily quality audits in accordance with the Contractor's Quality Plan. All deficiencies identified through the audit process shall be successfully corrected by the Contractor. The findings in the audits will result in a monthly report to the Authority.		
278	The Contractor shall institute any corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1.2.18.1.3. Other Audits			
	Other aspects of the CSC are subject to audit by the Authority and/or third parties as well as the Contractor. Results of audits conducted by the Authority and/or third parties, including any prepared audit reports, will be shared with the Contractor, as applicable.		
279	The Contractor shall conduct and/or support the Authority in any Contractor required or Authority led audits relating to the Authority's facilities, toll collection, BOS, and CSC Operations. For example, TIFIA, annual external audits, biennial and triennial audits.		
280	The Contractor shall conduct audits in accordance with the Quality Plan. These audits may include but are not limited to:		
	· internal control procedures;		
	· revenue/transaction reporting;		
	· physical inventory audit;		
	· security audits;		
	· financial audit;		
	· facility inspections and · Authority processing and performance.		
281	As the accountant for the CSC Operations, the Contractor shall supply the Authority's auditor(s) and management with information and schedules as requested and respond to requests from the Authority or its auditors in a timely manner.		
282	The Contractor shall provide the Authority and their designee(s) access to the CSC for the purpose of conducting their audit(s).		
283	The Contractor shall support the Authority by running reports and making all requested documentation available for review.		
284	The Contractor shall support the Authority by making Contractor employees, consultants and other involved subcontractors and parties available for interview by auditors.		
285	The Contractor shall successfully correct all deficiencies identified through the audit process.		
286	The Contractor shall institute all corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.		
1.2.19. Revenue Management			
287	The following forms of payment will be accepted by CSC. The Contractor shall account for, credit to the customers' accounts and deposit into the appropriate Bank Account(s) all payments in accordance with the Performance Measures:		
	· checks (including personal, business, e-check, certified and cashier's checks);		
	· money orders;		
	· cash (United States currency);		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> · Credit Card, including mobile payments and EMV chip integrated circuit card (at in-person locations only) and · Debit Card (PIN-less debit only). 		
288	Using the BOS, the Contractor shall accept payments from customers who use any combination of the above payment methods. For example, customers can choose to pay a portion of their balance using a check and another portion using a Credit Card, or using two (2) or more different Credit Cards.		
289	The Contractor shall deposit and post to customer accounts all payments received from all payment channels within the same day the payment was received from the customer.		
290	The Contractor shall deposit any checks received by the CSC electronically using bank-specified check scanners, which shall interface with the bank software.		
291	The Contractor staff shall manually key in check information in the event of a check scan failure.		
292	The Contractor shall manually apply in the BOS any fees which are not automatically applied through the BOS, in accordance with the Business Rules, Operations Plan and SOPs. Examples of these fee types are a returned check fee or a one-time paper statement fee, which must be selected by the user.		
293	The Contractor shall post all customer payments received by operations into the BOS.		
294	The Contractor shall develop a full-cycle chain of custody process (such as, how payments transfer from the mail room to an Authority employee for Posting to the bank for deposit) for all payments and cash balances which shall be included in the Operations Plan.		
295	The Contractor shall develop and implement money handling, counting and storage procedures that cover items including but not limited to:		
	· responsibility for all funds until custody of the funds has passed to the Authority;		
	· all monies (checks and cash) collected shall be stored in a safe in a secure area until collected or deposited by the bank;		
	· all money handling, counting and storage shall be performed in a secure area and under dual control at all times and		
	· cash shall not be transported through public areas without appropriate security.		
296	The Contractor shall deposit all monies received into the Authority's Bank Accounts.		
297	On a daily basis, the Contractor shall reconcile, balance and report to the Authority all bank deposits of funds received.		
298	The Contractor shall develop and implement customer refund procedures in accordance with the Business Rules to be included in the Operations Plan.		
299	The Contractor shall remit monies to and collect monies from various parties in accordance with the Performance Measures and Operations Plan. Such remittances may be made by check, wire transfer, or book transfer, and may be made by either the Contractor or the Authority, in accordance with the Operations Plan and shall include but are not limited to payments to and from:		
	· customers;		
	· the Authority;		
	· Interoperable Agencies;		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> · Lockbox Service Provider; · DMV; · Collection Agencies and · Third-Party Service Providers. 		
1.2.20. Paper Document Storage			
	The CSC receives and generates paper documents over the course of daily business. These hard copy documents are scanned into the BOS for easy retrieval and association with applicable accounts and Cases on a timely basis and paper documents are shredded. It is anticipated that document storage needs will be minimal and any required space will be provided by the Authority at the I-405 CSC Facility.		
300	The Contractor shall provide and Approved approach for the handling, storage, scanning and shredding of all paper documentation in accordance with the Security Standards.		
301	The Contractor shall scan all paper documentation into the BOS associating each appropriately with applicable account(s) and Case(s).		
302	The Contractor shall redact information in accordance with the Security Standards, Business Rules, Operations Plan and SOPs on the document prior to scanning the paper documentation into the BOS.		
303	The Contractor shall shred and dispose of all paper documentation after it has been successfully scanned in accordance with the Security Standards.		
	The Authority is already Interoperable with the other toll agencies in California. Over the life of this Agreement, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority will participate in regional and national Interoperability.		
	The Contractor will work in cooperation with all Interoperable Agencies and CSC facilities, and support the Authority with efforts to provide for efficient and successful operation.		
304	Working with the Interoperable Agencies, the Contractor shall facilitate the resolution of interface related issues or errors.		
305	The Contractor shall provide financial and transactional reconciliation with Interoperable Agencies.		
306	The Contractor shall participate in periodic teleconferences and meetings related to Interoperability and other Interoperability organizations.		
307	The Contractor shall provide a point of contact for resolution of issues arising with Interoperable transactions/trips and customer service including dispute resolution.		
308	The Contractor shall monitor and manage the electronic file transfers within the BOS as required.		
309	The Contractor shall manage and reconcile Interoperable receivables and payables.		
310	The Contractor shall provide annual Credit Card rate analysis for the Interoperable Agencies and facilities with which the OCTA I-405 will have an agreement to net out Credit Card fees from revenue. The Contractor shall prepare the netting schedule that provides the net amount that the agencies/facilities transmit to each other.		
1.2.22. CSC Operations Support for Ramp-Up Customer Services			

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	During Ramp-up/Customer Services and approximately 90 days prior to the anticipated Go-Live and I-405 revenue operations commencement, the Contractor will begin providing customer service. It is anticipated that the mailing of transponders will be delayed until approximately one (1) month prior to the anticipated I-405 Go-Live and at that point I-405 customers will begin creating transactions on interoperable facilities.		
311	During Ramp-up/Customer Services and approximately 90 days prior to the anticipated Go-Live and I-405 revenue operations commencement, the Contractor will begin providing customer service. It is anticipated that the mailing of transponders will be delayed until approximately one (1) month prior to the anticipated I-405 Go-Live and at that point I-405 customers will begin creating transactions on interoperable facilities.		
	· customer contact;		
	· account creation;		
	· account management;		
	· transponder management and distribution;		
	· financial reconciliation;		
	· support for customers using interoperable facilities;		
	· interoperability agency support;		
	· customer service at CSC WIC for walk-in customers;		

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1 Introduction			
	The following describes the Performance Measures for the BOS and CSC Operations. The Authority requires the Contractor to continuously operate the BOS and CSC in accordance with the standards of performance identified in Requirements and these Performance Measures.		
	The Contractor's performance will be both self-monitored and monitored by the Authority and is rated based on the Contractor's ability to meet these Performance Measures, which reflect the minimum performance expected of the Contractor to provide timely and reliable BOS processing and well as the minimum level of customer service.		
1.1 BOS Performance Measures			
	BOS performance will be measured in categories that align with the primary functions of the BOS. The specific method of measuring the Contractor's performance will vary depending on the individual Performance Measure, but will generally be measured either by event, per calendar/Business Day or on a monthly basis. If a Performance Measure is not met, the Contractor is assessed an Adjustment to the monthly fee, based on the calculations described in the table. For some categories, the amount by which the Performance Measure is missed matters in determining how well the BOS is performing, therefore the non-compliance fees increase as the deviation from the Performance Measure increases.		
	Table 1, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown. Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.		
1.2 CSC Operations Performance Measurement			
	The CSC Operations Performance Measures are tracked and reported to measure the ability of the Contractor to execute the key business processes and SOPs required. The Performance Measures are intended to align with the primary functions of the CSC Operations.		
	Some Performance Measures will be used to measure performance of processes that execute multiple times per day, for example, serving customers at the CSC or via the telephone. Other Performance Measures assess the Contractor's performance on the completion of a specific task, for example the completion of accurate monthly reconciliation and Submittal of the reconciliation documentation to the Authority.		
	The specific method of measuring the Contractor's performance will vary depending on the Performance Measure, but will generally be measured on a per item, daily or monthly basis. Non-compliance with the Performance Measures will result in assignment of non-compliance points, which are used to calculate the monthly Adjustments. This process is described in the following section. Regardless of how a Requirement is measured, the Contractor shall provide monthly reporting for all Performance Measures.		
1.2.1.1 Performance Scorecard			

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	For CSC Operations performance measurement, each Performance Measure is assigned a weighted non-compliance point value. The value of the non-compliance points assigned depends on the severity of the failure and its potential impact on the Authority's business.		
	The Contractor shall develop Performance Measure reports, including the Monthly Performance Scorecard. Failure to comply with the Performance Measure will result in the associated non-compliance points being applied to the Contractor's Monthly Performance Scorecard. If the accumulated non-compliance points reach a specified threshold, the Contractor's invoice for the month will be adjusted by a percentage of the total invoice value, as shown in Table 3.		
	Table 2, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown.		
	Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.		
1.3 Non-Compliance Performance Adjustments			
	The Contractor's performance score will be determined each month by adding the points assessed for non-compliance as described above. A performance Adjustment will be made in each month that the Contractor exceeds the allowable number of non-compliance points up to a maximum monthly Adjustment. The invoice Adjustment will be exclusive of any pass-thru costs.		
1.4 Escalation			
	Non-compliance points will accrue as follows:		
	The first month that a specific Performance Measure is not met will result in the assessment of the initial value of the associated non-compliance points assigned in Table 3.		
	If a specific Performance Measure is not met for a second consecutive month, the non-compliance points assessed for that failure will be doubled for that month.		
	If a specific Performance Measure is not met for a third consecutive month and for all subsequent consecutive months thereafter, the non-compliance points assessed for that failure will be tripled for that month.		
1.5 Corrective Actions			
	Failure to meet a Performance Measure does not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures in the future. This will be documented in a Corrective Action Plan (CAP). For example, if the Contractor fails to completely and accurately resolve 100% of the customer requests within the time required by the Performance Measure, the unresolved customer requests must still be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences. The Contractor must complete activities in a first-in, first-out order (FIFO). Skipping prior day's work in order to catch up with a Performance Measure will not be allowed.		

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1	The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures.		
2	Failure to meet a Performance Measure shall not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. Any failure to meet a Performance Measure that requires the completion of a specific action(s), for example completing daily reconciliations or completing image review correctly, which is not completed in accordance with the Requirement, shall not relieve the Contractor of the responsibility to perform in accordance with the Operations Plan and the Requirements.		
3	If a Performance Measure involving completing work in certain period of time is missed, the work shall be completed in order, such that the oldest work is completed before starting any newer work. The Contractor shall not skip any prior work and process new work to avoid a subsequent Performance Measure Adjustment.		
4	The Contractor shall develop a Corrective Action Plan (CAP) for each failure to meet a Performance Measure identifying the root cause(s), the extent of the problem and providing a plan to rectify the current situation and prevent future occurrences. For example, if the Contractor fails to completely and accurately resolve customer requests within the time required by the Performance Measure, the unresolved customer requests shall be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences.		
5	The Contractor shall submit the CAP to the Authority for review and Approval.		
6	The CAP provided by the Contractor shall be in a format Approved by the Authority as part of the Operations Plan.		
1.6 Non-Chargeable and Chargeable Failures			
	For purposes of calculating Performance Measures, chargeable and non-chargeable failures are defined as follows:		
	· Non-chargeable failures are those failures identified in the following section. Adjustments will not be assessed for non-chargeable failures.		
	· Chargeable failures are any failures not specifically identified as non-chargeable. Adjustments will be assessed for chargeable failures.		
1.6.1 Non-Chargeable Failures			
7	Non-chargeable failures are limited to:		
	· Force Majeure, as defined in the Agreement;		
	· BOS failures caused by environmental or operating conditions outside of those that the Contractor controls as established in the Requirements;		
	· Preventive Maintenance as allowed in the Maintenance Plan and		
	· failures that are the responsibility of other contractors and Third-Party Service Providers that are not contracted through or provided by the Contractor as determined by the Authority.		
1.6.2 Chargeable Failures			

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
8	Chargeable failures shall include any failures not specifically identified as non-chargeable.		
1.7 Performance Reporting			
	The Contractor is required to provide the Authority a Monthly Operations Report that includes the Contractor's Performance Reports and Monthly Performance Scorecard. The Contractor's Performance Report will include a series of reports detailing the Contractor's performance against each Performance Measure and details related to the failure events that resulted in the non-compliance. The Contractor's Performance Report shall contain all information necessary for the Authority to verify the Contractor performance as reported by the Contractor.		
9	The Contractor shall prepare and submit to the Authority the Performance Reports as part of the Contractor's Monthly Operations Report on an agreed-upon day each month as defined in these Requirements.		
10	The Performance Report shall include: 1) a Monthly Performance Scorecard calculating the non-compliance points assessed that month, if applicable; 2) a series of reports that is comprised of one (1) report per Performance Measure, detailing the Contractor's performance against the Requirement that month supporting the Monthly Performance Scorecard for each Performance Measure, and 3) a historical report detailing the Contractor's performance against each Requirement for the most recent 13 months. Copies of all CAPs related to failures for that month must be included.		
11	The Contractor shall provide the required Monthly Operations Report to the Authority before an invoice will be considered for payment.		

"General Decision Number: CA20210024 02/12/2021

Superseded General Decision Number: CA20200024

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Orange County in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/08/2021
2	02/05/2021
3	02/12/2021

ASBE0005-002 07/06/2020

Rates Fringes

Asbestos Workers/Insulator (Includes the application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 45.39	23.74
Fire Stop Technician (Application of Firestopping Materials for wall openings and penetrations in walls, floors, ceilings and curtain walls).....\$ 28.92	18.73

ASBE0005-004 07/01/2019

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)....	\$ 20.63	12.17

* BRCA0004-010 05/01/2020

	Rates	Fringes
BRICKLAYER; MARBLE SETTER.....	\$ 41.39	18.95

*The wage scale for prevailing wage projects performed in Blythe, China lake, Death Valley, Fort Irwin, Twenty-Nine Palms, Needles and 1-15 corridor (Barstow to the Nevada State Line) will be Three Dollars (\$3.00) above the standard San Bernardino/Riverside County hourly wage rate

BRCA0018-004 06/01/2019

	Rates	Fringes
MARBLE FINISHER.....	\$ 33.43	14.11
TILE FINISHER.....	\$ 28.23	12.65
TILE LAYER.....	\$ 40.07	18.36

BRCA0018-010 09/01/2020

	Rates	Fringes
TERRAZZO FINISHER.....	\$ 33.66	14.20
TERRAZZO WORKER/SETTER.....	\$ 41.60	14.73

CARP0409-001 07/01/2018

	Rates	Fringes
CARPENTER		
(1) Carpenter, Cabinet Installer, Insulation Installer, Hardwood Floor Worker and acoustical installer.....	\$ 41.84	19.17
(2) Millwright.....	\$ 42.91	19.17
(3) Piledrivermen/Derrick Bargeman, Bridge or Dock Carpenter, Heavy Framer, Rock Bargeman or Scowman, Rockslinger, Shingler (Commercial).....	\$ 42.54	19.17
(4) Pneumatic Nailer, Power Stapler.....	\$ 40.09	19.17
(5) Sawfiler.....	\$ 39.83	19.17
(6) Scaffold Builder.....	\$ 31.60	19.17

(7) Table Power Saw
 Operator.....\$ 40.93 19.17

FOOTNOTE: Work of forming in the construction of open cut sewers or storm drains, on operations in which horizontal lagging is used in conjunction with steel H-Beams driven or placed in pre- drilled holes, for that portion of a lagged trench against which concrete is poured, namely, as a substitute for back forms (which work is performed by piledrivers): \$0.13 per hour additional.

 CARP0409-005 07/01/2015

	Rates	Fringes
Drywall		
DRYWALL INSTALLER/LATHER....	\$ 37.35	11.08
STOCKER/SCRAPPER.....	\$ 10.00	7.17

 CARP0409-008 08/01/2010

	Rates	Fringes
Modular Furniture Installer.....	\$ 17.00	7.41

 ELEC0011-002 12/28/2020

COMMUNICATIONS AND SYSTEMS WORK

	Rates	Fringes
Communications System		
Installer.....	\$ 41.52	3%+14.33
Technician.....	\$ 33.30	3%+27.82

SCOPE OF WORK:

Installation, testing, service and maintenance of systems utilizing the transmission and/or transference of voice, sound, vision and digital for commercial, educational, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call systems, radio page, school intercom and sound, burglar alarms, fire alarm (see last paragraph below) and low voltage master clock systems in commercial buildings. Communication Systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding all other data systems or multiple systems which include control function or power supply; excluding installation of raceway systems, conduit systems, line voltage work, and energy management systems. Does not cover work performed at China Lake Naval Ordnance Test Station. Fire alarm work shall be performed at the current inside wireman total cost package.

 ELEC0441-001 08/31/2020

	Rates	Fringes
CABLE SPLICER.....	\$ 50.11	21.95

ELECTRICIAN.....\$ 47.91 21.89

* ELEC0441-003 12/28/2020

COMMUNICATIONS & SYSTEMS WORK (excludes any work on Intelligent Transportation Systems or CCTV highway systems)

	Rates	Fringes
Communications System		
Installer.....	\$ 39.07	15.38
Technician.....	\$ 31.23	15.39

SCOPE OF WORK The work covered shall include the installation, testing, service and maintenance, of the following systems that utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for TV monitoring and surveillance, background foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms and low voltage master clock systems.

A. Communication systems that transmit or receive information and/or control systems that are intrinsic to the above listed systems SCADA (Supervisory control/data acquisition PCM (Pulse code modulation) Inventory control systems Digital data systems Broadband & baseband and carriers Point of sale systems VSAT data systems Data communication systems RF and remote control systems Fiber optic data systems

B. Sound and Voice Transmission/Transference Systems Background-Foreground Music Intercom and Telephone Interconnect Systems Sound and Musical Entertainment Systems Nurse Call Systems Radio Page Systems School Intercom and Sound Systems Burglar Alarm Systems Low-Voltage Master Clock Systems Multi-Media/Multiplex Systems Telephone Systems RF Systems and Antennas and Wave Guide

C. *Fire Alarm Systems-installation, wire pulling and testing.

D. Television and Video Systems Television Monitoring and Surveillance Systems Video Security Systems Video Entertainment Systems Video Educational Systems CATV and CCTV

E. Security Systems, Perimeter Security Systems, Vibration Sensor Systems Sonar/Infrared Monitoring Equipment, Access Control Systems, Card Access Systems

*Fire Alarm Systems

1. Fire Alarms-In Raceways: Wire and cable pulling in raceways performed at the current electrician wage rate and fringe benefits.
2. Fire Alarms-Open Wire Systems: installed by the Technician.

ELEC0441-004 08/31/2020

Rates Fringes

ELECTRICIAN (TRANSPORTATION SYSTEMS, TRAFFIC SIGNALS & STREET LIGHTING)

Cable Splicer/Fiber Optic		
Splicer.....	\$ 48.51	21.91
Electrician.....	\$ 47.91	21.89
Technician.....	\$ 35.93	21.53

SCOPE OF WORK: Electrical work on public streets, freeways, toll-ways, etc, above or below ground. All work necessary for the installation, renovation, repair or removal of Intelligent Transportation Systems, Video Surveillance Systems (CCTV), Street Lighting and and Traffic Signal work or systems whether underground or on bridges. Includes dusk to dawn lighting installations and ramps for access to or egress from freeways, toll-ways, etc.

Intelligent Transportation Systems shall include all systems and components to control, monitor, and communicate with pedestrian or vehicular traffic, included but not limited to: installation, modification, removal of all Fiber optic Video System, Fiber Optic Data Systems, Direct interconnect and Communications Systems, Microwave Data and Video Systems, Infrared and Sonic Detection Systems, Solar Power Systems, Highway Advisory Radio Systems, highway Weight and Motion Systems, etc.

Any and all work required to install and maintain any specialized or newly developed systems. All cutting, fitting and bandaging of ducts, raceways, and conduits. The cleaning, rodding and installation of ""fish and pull wires"". The excavation, setting, leveling and grouting of precast manholes, vaults, and pull boxes including ground rods or grounding systems, rock necessary for leveling and drainagae as well as pouring of a concrete envelope if needed.

JOURNEYMAN TRANSPORTATION ELECTRICIAN shall perform all tasks necessary toinstall the complete transportation system.

JOURNEYMAN TECHNICIAN duties shall consist of: Distribution of material at job site, manual excavation and backfill, installation of system conduits and raceways for electrical, telephone, cable television and communication systems. Pulling, terminating and splicing of traffic signal and street lighting conductors and electrical systems including interconnect, dector loop, fiber optic cable and video/data.

 ELEC1245-001 06/01/2020

Rates Fringes

LINE CONSTRUCTION

(1) Lineman; Cable splicer..	\$ 59.14	20.78
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment).....	\$ 47.24	19.59
(3) Groundman.....	\$ 36.12	19.19

(4) Powderman.....\$ 51.87 18.79

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

ELEV0018-001 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 59.32	35.825+a+b

FOOTNOTE:

- a. PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

ENGI0012-003 07/01/2020

	Rates	Fringes
OPERATOR: Power Equipment (All Other Work)		
GROUP 1.....	\$ 48.25	27.20
GROUP 2.....	\$ 49.03	27.20
GROUP 3.....	\$ 49.32	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 48.96	25.25
GROUP 6.....	\$ 51.03	27.20
GROUP 8.....	\$ 51.14	27.20
GROUP 9.....	\$ 49.29	25.25
GROUP 10.....	\$ 51.26	27.20
GROUP 11.....	\$ 49.41	25.25
GROUP 12.....	\$ 51.43	27.20
GROUP 13.....	\$ 51.53	27.20
GROUP 14.....	\$ 51.56	27.20
GROUP 15.....	\$ 51.64	27.20
GROUP 16.....	\$ 51.76	27.20
GROUP 17.....	\$ 51.93	27.20
GROUP 18.....	\$ 52.03	27.20
GROUP 19.....	\$ 52.14	27.20
GROUP 20.....	\$ 52.26	27.20
GROUP 21.....	\$ 52.43	27.20
GROUP 22.....	\$ 52.53	27.20
GROUP 23.....	\$ 52.64	27.20
GROUP 24.....	\$ 52.76	27.20
GROUP 25.....	\$ 52.93	27.20

OPERATOR: Power Equipment (Cranes, Piledriving & Hoisting)		
GROUP 1.....	\$ 49.60	27.20
GROUP 2.....	\$ 50.38	27.20
GROUP 3.....	\$ 50.67	27.20
GROUP 4.....	\$ 50.81	27.20
GROUP 5.....	\$ 51.03	27.20
GROUP 6.....	\$ 51.14	27.20
GROUP 7.....	\$ 51.26	27.20
GROUP 8.....	\$ 51.43	27.20
GROUP 9.....	\$ 51.60	27.20
GROUP 10.....	\$ 52.60	27.20

GROUP 11.....	\$ 53.60	27.20
GROUP 12.....	\$ 54.60	27.20
GROUP 13.....	\$ 55.60	27.20
OPERATOR: Power Equipment (Tunnel Work)		
GROUP 1.....	\$ 50.10	27.20
GROUP 2.....	\$ 50.88	27.20
GROUP 3.....	\$ 51.17	27.20
GROUP 4.....	\$ 51.31	27.20
GROUP 5.....	\$ 51.53	27.20
GROUP 6.....	\$ 51.64	27.20
GROUP 7.....	\$ 51.76	27.20

PREMIUM PAY:

\$3.75 per hour shall be paid on all Power Equipment Operator work on the following Military Bases: China Lake Naval Reserve, Vandenberg AFB, Point Arguello, Seely Naval Base, Fort Irwin, Nebo Annex Marine Base, Marine Corp Logistics Base Yermo, Edwards AFB, 29 Palms Marine Base and Camp Pendleton

Workers required to suit up and work in a hazardous material environment: \$2.00 per hour additional. Combination mixer and compressor operator on gunite work shall be classified as a concrete mobile mixer operator.

SEE ZONE DEFINITIONS AFTER CLASSIFICATIONS

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Bargeman; Brakeman; Compressor operator; Ditch Witch, with seat or similar type equipment; Elevator operator-inside; Engineer Oiler; Forklift operator (includes loed, lull or similar types under 5 tons; Generator operator; Generator, pump or compressor plant operator; Pump operator; Signalman; Switchman

GROUP 2: Asphalt-rubber plant operator (nurse tank operator); Concrete mixer operator-skip type; Conveyor operator; Fireman; Forklift operator (includes loed, lull or similar types over 5 tons; Hydrostatic pump operator; oiler crusher (asphalt or concrete plant); Petromat laydown machine; PJU side dum jack; Screening and conveyor machine operator (or similar types); Skiploader (wheel type up to 3/4 yd. without attachment); Tar pot fireman; Temporary heating plant operator; Trenching machine oiler

GROUP 3: Asphalt-rubber blend operator; Bobcat or similar type (Skid steer); Equipment greaser (rack); Ford Ferguson (with dragtype attachments); Helicopter radioman (ground); Stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman; Backhoe operator (mini-max or similar type); Boring machine operator; Boxman or mixerman (asphalt or concrete); Chip spreading machine operator; Concrete cleaning decontamination machine operator; Concrete Pump Operator (small portable); Drilling machine operator, small auger types (Texoma super economical or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum); Equipment greaser (grease truck); Guard rail post driver operator; Highline cableway signalman; Hydra-hammer-aero stomper; Micro Tunneling (above ground tunnel); Power concrete curing machine operator; Power concrete saw operator; Power-driven jumbo form setter operator; Power sweeper operator; Rock Wheel

Saw/Trencher; Roller operator (compacting); Screed operator (asphalt or concrete); Trenching machine operator (up to 6 ft.); Vacuum or much truck

GROUP 5: Equipment Greaser (Grease Truck/Multi Shift).

GROUP 6: Articulating material hauler; Asphalt plant engineer; Batch plant operator; Bit sharpener; Concrete joint machine operator (canal and similar type); Concrete planer operator; Dandy digger; Deck engine operator; Derrickman (oilfield type); Drilling machine operator, bucket or auger types (Calweld 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum); Drilling machine operator; Hydrographic seeder machine operator (straw, pulp or seed), Jackson track maintainer, or similar type; Kalamazoo Switch tamper, or similar type; Machine tool operator; Maginnis internal full slab vibrator, Mechanical berm, curb or gutter (concrete or asphalt); Mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar); Micro tunnel system (below ground); Pavement breaker operator (truck mounted); Road oil mixing machine operator; Roller operator (asphalt or finish), rubber-tired earth moving equipment (single engine, up to and including 25 yds. struck); Self-propelled tar pipelining machine operator; Skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.); Slip form pump operator (power driven hydraulic lifting device for concrete forms); Tractor operator-bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types); Tugger hoist operator (1 drum); Ultra high pressure waterjet cutting tool system operator; Vacuum blasting machine operator

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing); Asphalt paving machine operator (Barber Greene or similar type); Asphalt-rubber distribution operator; Backhoe operator (up to and including 3/4 yd.), small ford, Case or similar; Cast-in-place pipe laying machine operator; Combination mixer and compressor operator (gunite work); Compactor operator (self-propelled); Concrete mixer operator (paving); Crushing plant operator; Drill Doctor; Drilling machine operator, Bucket or auger types (Calweld 150 bucket or similar types - Watson 1500, 2000 2500 auger or similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum); Elevating grader operator; Grade checker; Gradall operator; Grouting machine operator; Heavy-duty repairman; Heavy equipment robotics operator; Kalamazoo balliste regulator or similar type; Kolman belt loader and similar type; Le Tourneau blob compactor or similar type; Loader operator (Athey, Euclid, Sierra and similar types); Mobark Chipper or similar; Ozzie padder or similar types; P.C. slot saw; Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pumpcrete gun operator; Rock Drill or similar types; Rotary drill operator (excluding caisson type); Rubber-tired earth-moving equipment operator (single engine, caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck); Rubber-tired scraper operator (self-loading paddle wheel type-John Deere, 1040 and similar single unit); Self-propelled curb and gutter machine operator; Shuttle buggy;

Skiploader operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.); Soil remediation plant operator; Surface heaters and planer operator; Tractor compressor drill combination operator; Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar-bulldozer, tamper, scraper and push tractor single engine); Tractor operator (boom attachments), Traveling pipe wrapping, cleaning and bending machine operator; Trenching machine operator (over 6 ft. depth capacity, manufacturer's rating); trenching Machine with Road Miner attachment (over 6 ft depth capacity): Ultra high pressure waterjet cutting tool system mechanic; Water pull (compaction) operator

GROUP 9: Heavy Duty Repairman

GROUP 10: Drilling machine operator, Bucket or auger types (Calweld 200 B bucket or similar types-Watson 3000 or 5000 auger or similar types-Texoma 900 auger or similar types-drilling depth of 105' maximum); Dual drum mixer, dynamic compactor LDC350 (or similar types); Monorail locomotive operator (diesel, gas or electric); Motor patrol-blade operator (single engine); Multiple engine tractor operator (Euclid and similar type-except Quad 9 cat.); Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Pneumatic pipe ramming tool and similar types; Prestressed wrapping machine operator; Rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck); Rubber tired earth moving equipment operator (multiple engine, Euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck), Tower crane repairman; Tractor loader operator (crawler and wheel type over 6-1/2 yds.); Woods mixer operator (and similar Pugmill equipment)

GROUP 11: Heavy Duty Repairman - Welder Combination, Welder - Certified.

GROUP 12: Auto grader operator; Automatic slip form operator; Drilling machine operator, bucket or auger types (Calweld, auger 200 CA or similar types - Watson, auger 6000 or similar types - Hughes Super Duty, auger 200 or similar types - drilling depth of 175' maximum); Hoe ram or similar with compressor; Mass excavator operator less than 750 cu. yards; Mechanical finishing machine operator; Mobile form traveler operator; Motor patrol operator (multi-engine); Pipe mobile machine operator; Rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck); Rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units)

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator; Canal trimmer operator; Remote-control earth-moving equipment operator (operating a second piece of equipment: \$1.00 per hour additional); Wheel excavator operator (over 750 cu. yds.)

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50

yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine-up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck); Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck)

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck); Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck); Rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck); Rubber-tired

earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator-truck mounted; Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

CRANES, PILEDIVING AND HOISTING EQUIPMENT CLASSIFICATIONS

GROUP 1: Engineer oiler; Fork lift operator (includes loed, lull or similar types)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Hydraulic boom truck; Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist and/or manlift operator; Polar gantry crane operator; Self Climbing scaffold (or similar type); Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guy derrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds., M.R.C.)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Self erecting tower crane operator maximum lifting capacity ten tons

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc), Mobile tower crane operator (over 50 tons, up to and including 100 tons M.R.C.); Tower crane operator and tower gantry

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up

to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorperson (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons)

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy Duty Repairman

GROUP 7: Tunnel mole boring machine operator

ENGINEERS ZONES

\$1.00 additional per hour for all of IMPERIAL County and the portions of KERN, RIVERSIDE & SAN BERNARDINO Counties as defined below:

That area within the following Boundary: Begin in San Bernardino County, approximately 3 miles NE of the intersection of I-15 and the California State line at that point which is the NW corner of Section 1, T17N,m R14E, San Bernardino Meridian. Continue W in a straight line to that point which is the SW corner of the northwest quarter of Section 6, T27S, R42E, Mt. Diablo Meridian. Continue North to the intersection with the Inyo County Boundary at that point which is the NE corner of the western half of the northern quarter of Section 6, T25S, R42E, MDM. Continue W along the Inyo and San Bernardino County boundary until the intersection with Kern County, as that point which is the SE corner of Section 34, T24S, R40E, MDM. Continue W along the Inyo and Kern County

boundary until the intersection with Tulare County, at that point which is the SW corner of the SE quarter of Section 32, T24S, R37E, MDM. Continue W along the Kern and Tulare County boundary, until that point which is the NW corner of T25S, R32E, MDM. Continue S following R32E lines to the NW corner of T31S, R32E, MDM. Continue W to the NW corner of T31S, R31E, MDM. Continue S to the SW corner of T32S, R31E, MDM. Continue W to SW corner of SE quarter of Section 34, T32S, R30E, MDM. Continue S to SW corner of T11N, R17W, SBM. Continue E along south boundary of T11N, SBM to SW corner of T11N, R7W, SBM. Continue S to SW corner of T9N, R7W, SBM. Continue E along south boundary of T9N, SBM to SW corner of T9N, R1E, SBM. Continue S along west boundary of R1E, SMB to Riverside County line at the SW corner of T1S, R1E, SBM. Continue E along south boundary of T1s, SBM (Riverside County Line) to SW corner of T1S, R10E, SBM. Continue S along west boundary of R10E, SBM to Imperial County line at the SW corner of T8S, R10E, SBM. Continue W along Imperial and Riverside county line to NW corner of T9S, R9E, SBM. Continue S along the boundary between Imperial and San Diego Counties, along the west edge of R9E, SBM to the south boundary of Imperial County/California state line. Follow the California state line west to Arizona state line, then north to Nevada state line, then continuing NW back to start at the point which is the NW corner of Section 1, T17N, R14E, SBM

\$1.00 additional per hour for portions of SAN LUIS OBISPO, KERN, SANTA BARBARA & VENTURA as defined below:

That area within the following Boundary: Begin approximately 5 miles north of the community of Cholame, on the Monterey County and San Luis Obispo County boundary at the NW corner of T25S, R16E, Mt. Diablo Meridian. Continue south along the west side of R16E to the SW corner of T30S, R16E, MDM. Continue E to SW corner of T30S, R17E, MDM. Continue S to SW corner of T31S, R17E, MDM. Continue E to SW corner of T31S, R18E, MDM. Continue S along West side of R18E, MDM as it crosses into San Bernardino Meridian numbering area and becomes R30W. Follow the west side of R30W, SBM to the SW corner of T9N, R30W, SBM. Continue E along the south edge of T9N, SBM to the Santa Barbara County and Ventura County boundary at that point which is the SW corner of Section 34. T9N, R24W, SBM, continue S along the Ventura County line to that point which is the SW corner of the SE quarter of Section 32, T7N, R24W, SBM. Continue E along the south edge of T7N, SBM to the SE corner to T7N, R21W, SBM. Continue N along East side of R21W, SBM to Ventura County and Kern County boundary at the NE corner of T8N, R21W. Continue W along the Ventura County and Kern County boundary to the SE corner of T9N, R21W. Continue North along the East edge of R21W, SBM to the NE corner of T12N, R21W, SBM. Continue West along the north edge of T12N, SBM to the SE corner of T32S, R21E, MDM. [T12N SBM is a think strip between T11N SBM and T32S MDM]. Continue North along the East side of R21E, MDM to the Kings County and Kern County border at the NE corner of T25S, R21E, MDM, continue West along the Kings County and Kern County Boundary until the intersection of San Luis Obispo County. Continue west along the Kings County and San Luis Obispo County boundary until the intersection with Monterey County. Continue West along the Monterey County and San Luis Obispo County boundary to the beginning point at the NW corner of T25S, R16E, MDM.

\$2.00 additional per hour for INYO and MONO Counties and the Northern portion of SAN BERNARDINO County as defined below:

That area within the following Boundary: Begin at the intersection of the northern boundary of Mono County and the California state line at the point which is the center of Section 17, T10N, R22E, Mt. Diablo Meridian. Continue S then SE along the entire western boundary of Mono County, until it reaches Inyo County at the point which is the NE corner of the Western half of the NW quarter of Section 2, T8S, R29E, MDM. Continue SSE along the entire western boundary of Inyo County, until the intersection with Kern County at the point which is the SW corner of the SE 1/4 of Section 32, T24S, R37E, MDM. Continue E along the Inyo and Kern County boundary until the intersection with San Bernardino County at that point which is the SE corner of section 34, T24S, R40E, MDM. Continue E along the Inyo and San Bernardino County boundary until the point which is the NE corner of the Western half of the NW quarter of Section 6, T25S, R42E, MDM. Continue S to that point which is the SW corner of the NW quarter of Section 6, T27S, R42E, MDM. Continue E in a straight line to the California and Nevada state border at the point which is the NW corner of Section 1, T17N, R14E, San Bernardino Meridian. Then continue NW along the state line to the starting point, which is the center of Section 18, T10N, R22E, MDM.

REMAINING AREA NOT DEFINED ABOVE RECIEVES BASE RATE

 ENGI0012-004 08/01/2020

	Rates	Fringes
OPERATOR: Power Equipment		
(DREDGING)		
(1) Leverman.....	\$ 56.40	30.00
(2) Dredge dozer.....	\$ 50.43	30.00
(3) Deckmate.....	\$ 50.32	30.00
(4) Winch operator (stern winch on dredge).....	\$ 49.77	30.00
(5) Fireman-Oiler, Deckhand, Bargeman, Leveehand.....	\$ 49.23	30.00
(6) Barge Mate.....	\$ 49.84	30.00

 IRON0433-006 07/01/2020

	Rates	Fringes
IRONWORKER		
Fence Erector.....	\$ 34.58	24.81
Ornamental, Reinforcing and Structural.....	\$ 41.00	33.45

PREMIUM PAY:

\$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland, Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

\$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base,
Naval Post Graduate School - Monterey, Yermo Marine Corps
Logistics Center

\$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

LAB00300-005 03/01/2020

	Rates	Fringes
Asbestos Removal Laborer.....	\$ 36.13	20.33

SCOPE OF WORK: Includes site mobilization, initial site cleanup, site preparation, removal of asbestos-containing material and toxic waste, encapsulation, enclosure and disposal of asbestos- containing materials and toxic waste by hand or with equipment or machinery; scaffolding, fabrication of temporary wooden barriers and assembly of decontamination stations.

LAB00345-001 07/01/2020

	Rates	Fringes
LABORER (GUNITE)		
GROUP 1.....	\$ 45.05	19.62
GROUP 2.....	\$ 44.10	19.62
GROUP 3.....	\$ 40.56	19.62

FOOTNOTE: GUNITE PREMIUM PAY: Workers working from a Bosn'n's Chair or suspended from a rope or cable shall receive 40 cents per hour above the foregoing applicable classification rates. Workers doing gunite and/or shotcrete work in a tunnel shall receive 35 cents per hour above the foregoing applicable classification rates, paid on a portal-to-portal basis. Any work performed on, in or above any smoke stack, silo, storage elevator or similar type of structure, when such structure is in excess of 75'-0"" above base level and which work must be performed in whole or in part more than 75'-0"" above base level, that work performed above the 75'-0"" level shall be compensated for at 35 cents per hour above the applicable classification wage rate.

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Rodmen, Nozzlemen

GROUP 2: Gunmen

GROUP 3: Reboundmen

LAB00652-001 07/01/2020

	Rates	Fringes
LABORER (TUNNEL)		
GROUP 1.....	\$ 42.54	21.04

GROUP 2.....	\$ 42.86	21.04
GROUP 3.....	\$ 43.32	21.04
GROUP 4.....	\$ 44.01	21.04
LABORER		
GROUP 1.....	\$ 36.39	21.04
GROUP 2.....	\$ 36.94	21.04
GROUP 3.....	\$ 37.49	21.04
GROUP 4.....	\$ 39.04	21.04
GROUP 5.....	\$ 39.39	21.04

LABORER CLASSIFICATIONS

GROUP 1: Cleaning and handling of panel forms; Concrete screeding for rough strike-off; Concrete, water curing; Demolition laborer, the cleaning of brick if performed by a worker performing any other phase of demolition work, and the cleaning of lumber; Fire watcher, limber, brush loader, piler and debris handler; Flag person; Gas, oil and/or water pipeline laborer; Laborer, asphalt-rubber material loader; Laborer, general or construction; Laborer, general clean-up; Laborer, landscaping; Laborer, jetting; Laborer, temporary water and air lines; Material hose operator (walls, slabs, floors and decks); Plugging, filling of shee bolt holes; Dry packing of concrete; Railroad maintenance, repair track person and road beds; Streetcar and railroad construction track laborers; Rigging and signaling; Scaler; Slip form raiser; Tar and mortar; Tool crib or tool house laborer; Traffic control by any method; Window cleaner; Wire mesh pulling - all concrete pouring operations

GROUP 2: Asphalt shoveler; Cement dumper (on 1 yd. or larger mixer and handling bulk cement); Cesspool digger and installer; Chucktender; Chute handler, pouring concrete, the handling of the chute from readymix trucks, such as walls, slabs, decks, floors, foundations, footings, curbs, gutters and sidewalks; Concrete curer, impervious membrane and form oiler; Cutting torch operator (demolition); Fine grader, highways and street paving, airport, runways and similar type heavy construction; Gas, oil and/or water pipeline wrapper - pot tender and form person; Guinea chaser; Headerboard person - asphalt; Laborer, packing rod steel and pans; Membrane vapor barrier installer; Power broom sweeper (small); Riprap stonepaver, placing stone or wet sacked concrete; Roto scraper and tiller; Sandblaster (pot tender); Septic tank digger and installer(lead); Tank scaler and cleaner; Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredder; Underground laborer, including caisson bellower

GROUP 3: Buggymobile person; Concrete cutting torch; Concrete pile cutter; Driller, jackhammer, 2-1/2 ft. drill steel or longer; Dri-pak-it machine; Gas, oil and/or water pipeline wrapper, 6-in. pipe and over, by any method, inside and out; High scaler (including drilling of same); Hydro seeder and similar type; Impact wrench multi-plate; Kettle person, pot person and workers applying asphalt, lay-kold, creosote, lime caustic and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); Operator of pneumatic, gas, electric tools, vibrating machine, pavement breaker, air blasting, come-alongs, and similar mechanical tools not separately classified herein; Pipelayer's backup person, coating, grouting, making of joints, sealing, caulking, diapering and including rubber gasket joints, pointing and any and all other services;

Rock slinger; Rotary scarifier or multiple head concrete chipping scarifier; Steel headerboard and guideline setter; Tamper, Barko, Wacker and similar type; Trenching machine, hand-propelled

GROUP 4: Asphalt raker, lute person, ironer, asphalt dump person, and asphalt spreader boxes (all types); Concrete core cutter (walls, floors or ceilings), grinder or sander; Concrete saw person, cutting walls or flat work, scoring old or new concrete; Cribber, shorer, lagging, sheeting and trench bracing, hand-guided lagging hammer; Head rock slinger; Laborer, asphalt- rubber distributor boot person; Laser beam in connection with laborers' work; Oversize concrete vibrator operator, 70 lbs. and over; Pipelayer performing all services in the laying and installation of pipe from the point of receiving pipe in the ditch until completion of operation, including any and all forms of tubular material, whether pipe, metallic or non-metallic, conduit and any other stationary type of tubular device used for the conveying of any substance or element, whether water, sewage, solid gas, air, or other product whatsoever and without regard to the nature of material from which the tubular material is fabricated; No-joint pipe and stripping of same; Prefabricated manhole installer; Sandblaster (nozzle person), water blasting, Porta Shot-Blast

GROUP 5: Blaster powder, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; Driller: All power drills, excluding jackhammer, whether core, diamond, wagon, track, multiple unit, and any and all other types of mechanical drills without regard to the form of motive power; Toxic waste removal

TUNNEL LABORER CLASSIFICATIONS

GROUP 1: Batch plant laborer; Changehouse person; Dump person; Dump person (outside); Swamper (brake person and switch person on tunnel work); Tunnel materials handling person; Nipper; Pot tender, using mastic or other materials (for example, but not by way of limitation, shotcrete, etc.)

GROUP 2: Chucktender, cabletender; Loading and unloading agitator cars; Vibrator person, jack hammer, pneumatic tools (except driller); Bull gang mucker, track person; Concrete crew, including rodder and spreader

GROUP 3: Blaster, driller, powder person; Chemical grout jet person; Cherry picker person; Grout gun person; Grout mixer person; Grout pump person; Jackleg miner; Jumbo person; Kemper and other pneumatic concrete placer operator; Miner, tunnel (hand or machine); Nozzle person; Operating of troweling and/or grouting machines; Powder person (primer house); Primer person; Sandblaster; Shotcrete person; Steel form raiser and setter; Timber person, retimber person, wood or steel; Tunnel Concrete finisher

GROUP 4: Diamond driller; Sandblaster; Shaft and raise work

LABO0652-003 07/01/2020

	Rates	Fringes
Brick Tender.....	\$ 34.00	19.77

LAB01184-001 07/01/2020

	Rates	Fringes
Laborers: (HORIZONTAL DIRECTIONAL DRILLING)		
(1) Drilling Crew Laborer...	\$ 37.85	15.99
(2) Vehicle Operator/Hauler.	\$ 38.02	15.99
(3) Horizontal Directional Drill Operator.....	\$ 39.87	15.99
(4) Electronic Tracking Locator.....	\$ 41.87	15.99
Laborers: (STRIPING/SLURRY SEAL)		
GROUP 1.....	\$ 39.06	19.01
GROUP 2.....	\$ 40.36	19.01
GROUP 3.....	\$ 42.37	19.01
GROUP 4.....	\$ 44.11	19.01

LABORERS - STRIPING CLASSIFICATIONS

GROUP 1: Protective coating, pavement sealing, including repair and filling of cracks by any method on any surface in parking lots, game courts and playgrounds; carstops; operation of all related machinery and equipment; equipment repair technician

GROUP 2: Traffic surface abrasive blaster; pot tender - removal of all traffic lines and markings by any method (sandblasting, waterblasting, grinding, etc.) and preparation of surface for coatings. Traffic control person: controlling and directing traffic through both conventional and moving lane closures; operation of all related machinery and equipment

GROUP 3: Traffic delineating device applicator: Layout and application of pavement markers, delineating signs, rumble and traffic bars, adhesives, guide markers, other traffic delineating devices including traffic control. This category includes all traffic related surface preparation (sandblasting, waterblasting, grinding) as part of the application process. Traffic protective delineating system installer: removes, relocates, installs, permanently affixed roadside and parking delineation barricades, fencing, cable anchor, guard rail, reference signs, monument markers; operation of all related machinery and equipment; power broom sweeper

GROUP 4: Striper: layout and application of traffic stripes and markings; hot thermo plastic; tape traffic stripes and markings, including traffic control; operation of all related machinery and equipment

LAB01414-001 08/05/2020

	Rates	Fringes
LABORER		
PLASTER CLEAN-UP LABORER....	\$ 36.03	21.01
PLASTER TENDER.....	\$ 38.58	21.01

Work on a swing stage scaffold: \$1.00 per hour additional.

PAIN0036-001 07/01/2020

Rates Fringes

Painters: (Including Lead Abatement)

(1) Repaint (excludes San Diego County).....	\$ 29.59	17.12
(2) All Other Work.....	\$ 33.12	17.24

REPAINT of any previously painted structure. Exceptions: work involving the aerospace industry, breweries, commercial recreational facilities, hotels which operate commercial establishments as part of hotel service, and sports facilities.

PAIN0036-008 10/01/2020

Rates Fringes

DRYWALL FINISHER/TAPER.....	\$ 43.18	20.92
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PAIN0036-015 01/01/2020

Rates Fringes

GLAZIER.....	\$ 43.45	23.39
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FOOTNOTE: Additional \$1.25 per hour for work in a condor, from the third (3rd) floor and up Additional \$1.25 per hour for work on the outside of the building from a swing stage or any suspended contrivance, from the ground up

PAIN1247-002 01/01/2020

Rates Fringes

SOFT FLOOR LAYER.....	\$ 37.55	13.78
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PLAS0200-009 08/07/2019

Rates Fringes

PLASTERER.....	\$ 43.73	16.03
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PLAS0500-002 07/01/2020

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 38.50	25.91
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PLUM0016-001 09/01/2020

Rates Fringes

PLUMBER/PIPEFITTER Work ONLY on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space.....	\$ 50.70	23.73
Work ONLY on strip malls,		

light commercial, tenant improvement and remodel work.....\$ 38.73 22.06

All other work except work on new additions and remodeling of bars, restaurant, stores and commercial buildings not to exceed 5,000 sq. ft. of floor space and work on strip malls, light commercial, tenant improvement and remodel work.....\$ 52.28 24.71

PLUM0345-001 09/01/2020

Rates Fringes

PLUMBER

Landscape/Irrigation Fitter.\$ 35.30 24.10

Sewer & Storm Drain Work....\$ 39.39 21.48

ROOF0036-002 09/15/2020

Rates Fringes

ROOFER.....\$ 40.77 18.22

FOOTNOTE: Pitch premium: Work on which employees are exposed to pitch fumes or required to handle pitch, pitch base or pitch impregnated products, or any material containing coal tar pitch, the entire roofing crew shall receive \$1.75 per hour ""pitch premium"" pay.

SFCA0669-008 01/01/2021

DOES NOT INCLUDE SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES OF THE CITY LIMITS OF LOS ANGELES:

Rates Fringes

SPRINKLER FITTER.....\$ 39.83 26.23

* SFCA0709-003 01/01/2021

SAN CLEMENTE ISLAND, THE CITY OF SANTA ANA, AND THAT PART OF ORANGE COUNTY WITHIN 25 MILES BEYOND THE CITY LIMITS OF LOS ANGELES:

Rates Fringes

SPRINKLER FITTER (Fire).....\$ 48.71 29.15

SHEE0105-003 01/01/2021

LOS ANGELES (South of a straight line drawn between Gorman and Big Pines)and Catalina Island, INYO, KERN (Northeast part, East of Hwy 395), MONO ORANGE, RIVERSIDE, AND SAN BERNARDINO COUNTIES

Rates Fringes

SHEET METAL WORKER

(1) Commercial - New Construction and Remodel work.....	\$ 48.28	29.46
(2) Industrial work including air pollution control systems, noise abatement, hand rails, guard rails, excluding aritechatural sheet metal work, excluding A-C, heating, ventilating systems for human comfort...	\$ 48.28	29.46

TEAM0011-002 07/01/2020

Rates Fringes

TRUCK DRIVER

GROUP 1.....	\$ 32.59	30.59
GROUP 2.....	\$ 32.74	30.59
GROUP 3.....	\$ 32.87	30.59
GROUP 4.....	\$ 33.06	30.59
GROUP 5.....	\$ 33.09	30.59
GROUP 6.....	\$ 33.12	30.59
GROUP 7.....	\$ 33.37	30.59
GROUP 8.....	\$ 33.62	30.59
GROUP 9.....	\$ 33.82	30.59
GROUP 10.....	\$ 34.12	30.59
GROUP 11.....	\$ 34.62	30.59
GROUP 12.....	\$ 35.05	30.59

WORK ON ALL MILITARY BASES:

PREMIUM PAY: \$3.00 per hour additional.

[29 palms Marine Base, Camp Roberts, China Lake, Edwards AFB, El Centro Naval Facility, Fort Irwin, Marine Corps Logistics Base at Nebo & Yermo, Mountain Warfare Training Center, Bridgeport, Point Arguello, Point Conception, Vandenberg AFB]

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Truck driver

GROUP 2: Driver of vehicle or combination of vehicles - 2 axles; Traffic control pilot car excluding moving heavy equipment permit load; Truck mounted broom

GROUP 3: Driver of vehicle or combination of vehicles - 3 axles; Boot person; Cement mason distribution truck; Fuel truck driver; Water truck - 2 axle; Dump truck, less than 16 yds. water level; Erosion control driver

GROUP 4: Driver of transit mix truck, under 3 yds.; Dumpcrete truck, less than 6-1/2 yds. water level

GROUP 5: Water truck, 3 or more axles; Truck greaser and tire person (\$0.50 additional for tire person); Pipeline and utility working truck driver, including winch truck and plastic fusion, limited to pipeline and utility work; Slurry truck driver

GROUP 6: Transit mix truck, 3 yds. or more; Dumpcrete truck, 6-1/2 yds. water level and over; Vehicle or combination of vehicles - 4 or more axles; Oil spreader truck; Dump truck, 16 yds. to 25 yds. water level

GROUP 7: A Frame, Swedish crane or similar; Forklift driver; Ross carrier driver

GROUP 8: Dump truck, 25 yds. to 49 yds. water level; Truck repair person; Water pull - single engine; Welder

GROUP 9: Truck repair person/welder; Low bed driver, 9 axles or over

GROUP 10: Dump truck - 50 yds. or more water level; Water pull - single engine with attachment

GROUP 11: Water pull - twin engine; Water pull - twin engine with attachments; Winch truck driver - \$1.25 additional when operating winch or similar special attachments

GROUP 12: Boom Truck 17K and above

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

REQUEST FOR PROPOSALS (RFP) 0-2352

**BACK OFFICE SYSTEM AND CUSTOMER
SERVICE CENTER OPERATIONS SERVICES
FOR THE 405 EXPRESS LANES IN
ORANGE COUNTY**



ORANGE COUNTY TRANSPORTATION AUTHORITY

**OCTA OFFICES
550 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
(714) 560-6282**

Key RFP Dates

Issue Date	June 22, 2020
Pre-Proposal Conference	June 30, 2020
Offeror Technical Questions Submittal Deadline	August 17, 2020
Authority Technical Questions Response Deadline	August 24, 2020
Offeror Pricing and Non-technical Questions Submittal Deadline	August 31, 2020
Authority Pricing and All Non-technical Questions Response Deadline	September 8, 2020
Proposal Due Date	September 24, 2020
Interview Dates:	December 9-10, 2020

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NOTICE OF REQUEST FOR PROPOSALS

(RFP): 0-2352 BACK OFFICE SYSTEM AND CUSTOMER SERVICE CENTER OPERATIONS SERVICES FOR THE 405 EXPRESS LANES

TO: ALL OFFERORS

FROM: ORANGE COUNTY TRANSPORTATION AUTHORITY

The Orange County Transportation Authority (“Authority”) invites Proposals from qualified firms to provide Back Office System (BOS) and Customer Service Center (CSC) Operations for the 405 Express Lanes (“405 Express Lanes”).

Required work (“Work”) under this RFP includes the implementation and operations and Maintenance of the BOS and CSC for the 405 Express Lanes. Over the term of the Agreement the Authority may implement other toll facilities that may be added to this Project.

The Agreement will include both firm fixed and variable pricing elements. The Initial Term of the Agreement will be up to eight years, which includes an Implementation Phase and a six-year Operations and Maintenance Phase. Two optional Contract extension periods are included for a total optional extension of up to five years. Option Term 1 is for an extension period of up to three years and Option Term 2 is for an additional extension period of up to two years. Each may be executed at the sole determination of the Authority.

The Authority intends to provide a facility for Contractor’s Customer Service Center Operations, which may also house other Authority contractors. The Contractor must provide space for its data center at another location in accordance with the Scope of Work and Requirements.

Authority’s budget commitment, for the Initial Term of this Agreement, is anticipated to be \$133,876,546.

Close coordination will be required between the Contractor awarded the Contract resulting from this procurement (“the Contractor”) and the 405 Express Lanes roadway toll system contractor.

Offerors are advised that the reference documents provided with this RFP are for the purpose of providing certain information to Offerors. Authority does not take responsibility for determining whether the reference materials are accurate, complete, pertinent, or of any value to Offerors. Reference documents include the following:

- Toll Operating Agreement with California Department of Transportation (Caltrans) for the 405 Express Lanes in Orange County.
- **OCTA 91 BOS and CSC Operations Historical Volumes**

The Authority has set a three percent (3%) Disadvantaged Business Enterprise (DBE) participation goal for this project, as it is mainly funded with federal funds. Award of this contract is contingent upon Contractor's commitment to meet the DBE attainment requirements including good faith effort to meet the established goal.

Offerors are advised that by signing their Proposal, they are certifying that they and their Subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

The following restrictions/prohibitions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management services contract for the Authority's Highway Delivery Department, may not submit a Proposal to this procurement.
- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management consultant contract for the Authority's I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of Offeror team composition with regards to conflicts of interest will be done on a case-by-case basis.

Proposals must be received in the Authority's office at or before 2:00 p.m. on Thursday, September 24, 2020.

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Mr. Robert Webb, Principal Contract Administrator**

Proposals delivered using the U.S. Postal Service shall be addressed as follows:

**Orange County Transportation Authority
 Contracts Administration and Materials Management
 P.O. Box 14184
 Orange, California 92863-1584
 Attention: Mr. Robert Webb, Principal Contract Administrator**

Proposals and amendments to Proposals received after the date and time specified above will be returned to the Offerors unopened.

All firms interested in responding to this procurement, are required to register their business on-line at CAMM NET. The website can be found at <https://cammnet.octa.net>. From the site menu click on CAMM NET to register.

Offerors are advised that the Authority is now on Facebook, at www.facebook.com/Cammnetconnect. Cammnet Connect was created by the Authority to provide a tool for firms to build business and partnering relationships with other firms interested in business opportunities with the Authority.

Firms interested in obtaining a copy of this Request For Proposals (RFP) may do so by downloading the RFP from CAMM NET at <https://cammnet.octa.net>.

To receive all further information regarding this RFP 0-2352, prime firms and Subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category	Commodity
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software

Category	Commodity
	Servers and Storage Equipment
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting

Category	Commodity
	Consultant Services - Tolling Systems Design and Development
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

A Pre-Proposal conference will be held on **June 30, 2020, 9:00 am via Skype**. Details will be provided in Addendum No. 1 to be issued on June 23, 2020. All prospective Offerors are encouraged to attend the Pre-Proposal conference.

The Authority has established December 9 and 10, 2020, as the dates to conduct interviews. All prospective Offerors must keep these dates available.

Offerors are encouraged to subcontract with small businesses to the maximum extent possible.

All Offerors will be required to comply with all applicable equal opportunity laws and regulations.

The award of this Contract is subject to receipt of federal, state and/or local funds adequate to carry out the provisions of the proposed Agreement including the identified Scope of Work and Requirements.

SECTION I: INSTRUCTIONS TO OFFERORS

SECTION I. INSTRUCTIONS TO OFFERORS

A. PRE-PROPOSAL CONFERENCE

A Pre-Proposal conference will be held on **June 30, 2020**, beginning at 9:00 a.m. Details will be provided in Addendum No. 1 to be issued on June 23, 2020. **The Pre-Proposal conference is not mandatory**; however, all prospective Offerors are encouraged to attend the Pre-Proposal conference.

B. EXAMINATION OF PROPOSAL DOCUMENTS

By submitting a Proposal, Offeror represents that it has thoroughly examined and become familiar with the Work required under this RFP (including all exhibits and addenda) and that it is capable of performing quality work to achieve the Authority's objectives. Failure of Offeror to so examine and inform itself shall be at its sole risk, and no relief for discrepancy, deficiency, ambiguity, error, or omission will be provided by the Authority.

C. ADDENDA

The Authority reserves the right to revise the RFP documents. Any changes made by the Authority to the requirements will be made by written addendum to this RFP. Where applicable, written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. The Authority will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of oral or written instructions. **Offerors shall acknowledge receipt of all addenda in their Proposals. Failure to acknowledge receipt of addenda may cause the Proposal to be deemed non-responsive to this RFP and be rejected.**

D. AUTHORITY CONTACT

All communication and/or contacts with Authority staff regarding this RFP are to be directed to the following Contract Administrator:

Mr. Robert Webb, Principal Contract Administrator
Contracts Administration and Materials Management Department
600 South Main Street
P.O. Box 14184
Orange, CA 92863-1584
Phone: 714.560.5743, Fax: 714.560.5792
Email: 405ELBOS-CSC@OCTA.net

Commencing on the date of the issuance of this RFP and continuing until award of the Contract or cancellation of this RFP, no Offeror, Subcontractor, lobbyist or agent hired by the Offeror shall have any contact or communications regarding this RFP with any Authority staff or officers; member of the evaluation committee for this RFP; or any contractor or consultant involved with the procurement, other than the Contract Administrator named above or unless expressly permitted by this RFP. Contact includes

face-to-face, telephone, electronic mail (e-mail) or formal written communication. Any Offeror, Subcontractor, lobbyist or agent hired by the Offeror that engages in such prohibited communications may result in disqualification of Offeror at the sole discretion of the Authority.

E. CLARIFICATIONS

1. Examination of Documents

Should an Offeror require clarifications of this RFP, the Offeror shall notify the Authority in writing in accordance with Section E.2. below. Should the Authority find in its sole discretion that the point in question is not clearly and fully set forth in the RFP, the Authority will issue a written addendum clarifying the matter which will be sent to all firms registered on CAMM NET under the commodity codes specified in this RFP.

2. Submitting Requests

- a. **All questions**, including questions that could not be specifically answered at the Pre-Proposal conference must be put in writing, using the attached Form A, Offeror's Questions Form, and must be received by the Authority no later than 5:00 p.m. (local PT) on the dates stated in the Key RFP Dates Table provided on the RFP Cover Sheet. The Authority is not responsible for failure to respond to a request that has not been submitted as such.
- b. Any of the following methods of delivering written requests for clarifications, questions, and comments are acceptable as long as the questions are received no later than the date and time specified above:
 - (1) U.S. Mail: Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584.
 - (2) Personal Delivery: Contracts Administration and Materials Management Department, 600 South Main Street, Lobby Receptionist, Orange, California 92868.
 - (3) **Email (preferred method): 405ELBOS-CSC@OCTA.net**

3. Authority Responses

Responses from the Authority will be posted on CAMM NET, no later than the dates shown on the Key RFP Dates Table on the RFP cover sheet. Offerors may download responses from CAMM NET at <https://cammnet.octa.net>, or request responses be sent via U.S. Mail by emailing the request to Mr. Robert Webb. To the extent that responses are provided, they will not be considered part of the Contract documents, nor will they be relevant in interpreting the Contract documents, except as expressly set forth therein.

To receive email notification of Authority responses when they are posted on CAMM NET, firms and Subcontractors must be registered on CAMM NET with at least one of the following commodity codes for this solicitation selected as part of the vendor's on-line registration profile:

Category	Commodity
Communication Equipment, Communication Systems	Telecommunications - Sales and Services
Computer: Hardware & Software	Accounting / Financial Software
	Business Software
	Computer: Hardware & Software
	Database Software
	Desktops, Notebooks & Appliances
	Enterprise Software -General
	Hardware Components & Accessories
	Networking Equipment
	Operating Systems and Network Software
	Servers and Storage Equipment
	Software Development and Tool Software
Facility; Equipment; Supplies	Security Systems - Equipment
Office Equipment, Office Furniture, Office Supplies	Office Equipment
	Office Furniture
	Office Supplies - General
Rental & Lease	Equipment Rental or Lease
	Office Equipment Rental or Lease
Human Resources & Employment Services	Employment Agency and Search Firm Services (including Background Checks)
	Employment Search Service
	Outplacement Services - Recruitment
	Temporary Employment Service
Maintenance Services - Equipment	Office Equipment Maintenance - General
	Office Furniture & Cubicle Maintenance
Marketing, Advertising & Media Services	Graphic Production Services
	Interior Design, Space Planning, and Exhibits/Displays

Category	Commodity
	Mail house Services
Office Services	Office Equipment Repair
Services (General)	Computers, Data Processing Equipment and Accessories
	Courier Services
	Document Destruction
	Interpreter Services (Foreign Language, Hearing Impaired, etc.)
	Language Translator / Interpreter Services
	Mail Services, Express
	Mailing Services (Including Collating, Packaging, and Sorting)
	Reprographic Services
Printing & Reproduction Services	Printing and Related Services
Professional Consulting	Accounting / Auditing / Budget Consulting
	Computer Network Consulting
	Consultant Services - Tolling Systems Design and Development
	Consultant Services - Intelligent Transportation Systems (ITS)
	Training
Professional Services	Accounting Services
	Computer Training
	Networking Services (including Installation and Maintenance)
	Support Services, Computer

Offeror inquiries regarding RFP content or Technical Proposal content will be accepted by the Authority at or before 5:00 p.m. on August 17, 2020. Inquiries regarding these matters will not be responded to after this date and time.

Offeror inquiries regarding Price Proposal and all non-technical matters including forms will be accepted by the Authority at or before 5:00 p.m. on August 31, 2020 no later than 5:00 p.m. (local PT). Inquiries regarding these matters will not be responded to after this date and time.

F. SUBMISSION OF PROPOSALS

1. Date and Time

Both Technical and Price Proposals must be received together, separately packaged as described below, in the Authority's office at or before **2:00 p.m. on September 24, 2020**.

Proposals received after the above-specified date and time will be returned to Offerors unopened.

2. Address

Proposals delivered in person or by a means other than the U.S. Postal Service shall be submitted to the following:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
600 South Main Street, (Lobby Receptionist)
Orange, California 92868
Attention: Mr. Robert Webb, Principal Contract Administrator**

Proposals delivered using the U.S. Postal Services shall be addressed as follows:

**Orange County Transportation Authority
Contracts Administration and Materials Management (CAMM)
P.O. Box 14184
Orange, California 92863-1584
Attention: Mr. Robert Webb, Principal Contract Administrator**

3. Identification of Proposals

Offeror shall submit **one (1) original, eight (8) hard copies, and one (1) electronic PDF copy (on a flash drive)** of its Technical Proposal in a sealed package, addressed as shown in F.2. **Offeror shall include the Excel version of the Conformance Matrix on the flash drive.** The **outer envelope must show the Offeror's name and address and must be clearly marked with the RFP number.**

The Price Proposal must be submitted in a sealed envelope, separate from the Technical Proposal package. **One (1) original and one (1) hard copy** are to be submitted, with **one (1) electronic copy on a flash drive**, in Excel file format and addressed as shown in F.2.

4. Acceptance of Proposals

- a. The Authority reserves the right to accept or reject any and all Proposals, or any item or part thereof, or to waive any informalities or irregularities in Proposals or in the procurement process.

- b. The Authority reserves the right to withdraw or cancel this RFP at any time without prior notice and the Authority make no representations that any contract will be awarded to any Offeror responding to this RFP.
- c. The Authority reserves the right to issue a new RFP for the Project.
- d. The Authority reserves the right to postpone Proposal openings for its own convenience and modify any dates set for the Project in the RFP.
- e. Submitted Proposals are not to be copyrighted, as they are subject to the Public Records Act. Confidential and proprietary materials must be marked as such.
- f. Each Proposal will be received with the understanding that acceptance by the Authority of the Proposal to provide the Work described herein shall constitute a contract between the Offeror and Authority which shall bind the Offeror on its part to furnish and deliver at the prices given and in accordance with conditions of said accepted Proposal and specifications.
- g. The Authority reserves the right to investigate the qualifications of any Offeror, and/or require additional evidence of qualifications to perform the Work.
- h. The Authority reserves the right to approve or disapprove of an Offeror's Key Team Personnel or changes in an Offeror's organization.

G. PRE-CONTRACTUAL EXPENSES

The Authority shall not, in any event, be liable for any pre-contractual expenses incurred by Offeror in the preparation of its Proposal. Offeror shall not include any such expenses as part of its Proposal.

By way of example but not limitation, pre-contractual expenses include expenses incurred by Offeror in:

- 1. Preparing its Proposal in response to this RFP;
- 2. Submitting that Proposal to the Authority;
- 3. Negotiating with the Authority any matter related to this Proposal; or
- 4. Any other expenses incurred by Offeror prior to Effective Date of Agreement.

H. JOINT OFFERS

Where two or more firms desire to submit a single Proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. The Authority

intends to contract with a single firm and not with multiple firms doing business as a joint venture.

I. TAXES

Offerors' Proposals are subject to State and Local sales taxes. However, the Authority is exempt from the payment of Federal Excise and Transportation Taxes. Offeror is responsible for payment of all taxes for any goods, services, processes and operations incidental to or involved in the Agreement.

J. PROTEST PROCEDURES

The Authority has on file a set of written protest procedures applicable to this solicitation that may be obtained by contacting the Contract Administrator responsible for this procurement. Any protests filed by an Offeror in connection with this RFP must be submitted in accordance with the Authority's written procedures.

K. CONTRACT TYPE

It is anticipated that the Agreement resulting from this solicitation, if awarded, will be an agreement between the Authority and the Contractor, as a fixed and variable price Contract specifying fixed prices for individual Implementation Phase milestones, and variable pricing for portions of the Work during the Operations and Maintenance Phase, as specified in the Scope of Work and Requirements, included in this RFP as Exhibit B and in Exhibit D, Price Proposal and Instructions and in the Agreement, included as Exhibit E.

L. FUNDING

Funding for the Project includes TIFIA, federal, state and local funds, and toll revenues.

M. CONFLICT OF INTEREST

All Offerors responding to this RFP must avoid organizational conflicts of interest which would restrict full and open competition in this procurement. An organizational conflict of interest means that due to other activities, relationships or contracts, Offeror is unable, or potentially unable to render impartial assistance or advice to Authority; Offeror's objectivity in performing the Work identified in the Scope of Work and Requirements is or might be otherwise impaired; Offeror has an unfair competitive advantage, or is engaging in activities that the Authority considers adverse to the 405 Express Lanes. Conflict of interest issues must be fully disclosed in the Offeror's Proposal.

Offeror shall disclose any financial interests it may have in the 405 Express Lanes, and any other financial, business, or other relationship with the Authority that may have an impact upon this Project, or any ensuing Authority planned or current project. Offeror shall also list current clients who may have a financial interest in the outcome of this Project, or any ensuing Authority project, which will follow.

All Offerors must disclose in their Proposal and immediately throughout the course of the evaluation process if they have hired or retained an advocate to lobby Authority staff or the Board of Directors on their behalf.

Offerors hired to perform services for the Authority are prohibited from concurrently acting as an advocate for another firm who is competing for a contract with the Authority, either as a prime or subcontractor.

N. CODE OF CONDUCT

All Offerors agree to comply with the Authority's Code of Conduct, available at www.octa.net, as it relates to third-party contracts which is hereby referenced and by this reference is incorporated herein. All Offerors agree to include these requirements in all of its Subcontracts.

O. DISADVANTAGED BUSINESS ENTERPRISE

The Authority has established a three (3%) percent Disadvantaged Business Enterprise (DBE) participation goal for the services outlined in the Scope of Work and Requirements. Offerors must complete the DBE forms provided in Form D-1 through D-3.

Offerors are advised that commitment letters from proposed Subcontractors that are intended to satisfy the DBE participation goal are required. The letters must include the dollar amounts and percentages of the Contractor's price committed, and be submitted along with the Proposal.

Substitution of Subcontractors shall be in accordance with the Contract terms and conditions. If a listed or Approved DBE Subcontractor is unable to perform the Work in accordance with the Contract Requirements, the Prime Contractor shall replace the Subcontractor with another DBE Subcontractor, or make good faith efforts to do so in accordance with the Contract terms and conditions. Such request for substitution is subject to Approval by the Authority.

P. PROHIBITION

The following restrictions apply to this procurement:

- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management services contract for the Authority's Highway Delivery Department, may not submit a Proposal to this procurement.
- The firm, including all Subcontractors (at any tier), regardless of the level of service provided by said Subcontractor(s), awarded the program management consultant contract for the Authority's I-405 Improvement Project, may not submit a Proposal to this procurement.

The evaluation of Offeror's team composition with regard to conflict of interest will be done on a case-by-case basis.

Q. NONDISCRIMINATION

The Authority hereby notifies all Offerors that it will affirmatively ensure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.

R. PRIME AND LOWER TIER DEBARMENT

Offerors are advised that by signing their Proposal, they are certifying that they and their Subcontractors are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

S. PREVAILING WAGES

Certain labor categories under this Project are subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et.seq., and all applicable Federal requirements respecting prevailing wages. The Offeror to whom a Contract for the Work is awarded by the Authority shall comply with the provision of the California Labor Code, including, without limitation, the obligation to pay the general prevailing rates of wages in the locality in which the Work is to be performed in accordance with, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at the Authority's principal office at 550 S. Main Street, Orange, CA 92868 and are available to any interested party on request.

T. PERMITS AND INSPECTION COSTS

Successful Offeror shall procure all permits and licenses; pay all charges, assessments and fees, as may be required by the ordinances and regulations of the public agency having jurisdiction over the areas in which the Work is located and shall comply with all the terms and conditions thereof and with all lawful orders and regulations of each such public agency relating to construction operations under the jurisdiction of such agency.

U. EXECUTION OF CONTRACT

Within ten (10) Business Days after notification of Contract award from the Authority, the successful Offeror shall submit to the Authority: the required Contract bonds and endorsements shown in Forms I, J and K, and acceptable insurance certificates as required by the proposed Agreement. Failure to sign the Contract and submit applicable bonds, and acceptable insurance certificates within the specified time shall be cause to cancel the award. Transfers of Contract, or of interest in Contracts, are prohibited.

Additionally, at Authority' sole discretion, a letter of guaranty may be requested from Offerors if deemed necessary.

V. LIQUIDATED DAMAGES

Authority reserves the right to assess liquidated damages related to Contractor's performance, Key Team Personnel availability, and delays in Guaranteed Completion Dates for Go-Live, as detailed in the Proposed Agreement included in this RFP as Exhibit E.

W. PUBLIC RECORDS AND INFORMATION

Proposals received by Authority are subject to the California Public Records Act, Government Code section 6250 et seq. (the "Act"), except as otherwise provided in the Act. In no event shall the Authority or any of its agents, representatives, consultants, directors, officers, or employees be liable to an Offeror for the disclosure of any materials or information submitted in response to the RFP. The Offeror must complete the Form M, Public Records Act Indemnification-Proposal Documents and submit with its Proposal.

If a request is received by Authority for the release of information identified by Offeror as propriety, trade secret or confidential, the request will be referred to the Offeror for review and consideration. If Offeror asks that the information be withheld from release, Offeror shall defend and hold harmless Authority from any legal action arising from such withholding, as further detailed in Form M, Public Records Act Indemnification-Proposal Documents.

SECTION II: PROPOSAL CONTENT

SECTION II. PROPOSAL CONTENT

A. PROPOSAL FORMAT AND CONTENT

1. Format

Proposals should be typed with a standard 12-point font, double-spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening. Charts, figures, resumes, schedules, and pre-printed materials may contain smaller fonts and line spacing as required. Charts, diagrams and schedules may be included in 11"x17" format. Proposals should not include any unnecessarily elaborate or promotional materials. Proposals should not exceed one-hundred (100) pages in length excluding from the page limits, the cover letter, Executive Summary, all appendices, resumes, project schedule, tabs, title page, table of contents, and required completed forms.

Offer shall complete and submit with the Technical Proposal the following appendices:

1. Preliminary bill of materials for all Equipment, Software and Hardware including manufacturer, model number, and quantities.
2. Product cut sheets.
3. Audited financial statements which may be submitted in electronic PDF format only on a clearly marked flash drive.
4. Resumes and References.
5. Completed Conformance Matrix.
6. Proposed Implementation Schedule.

2. Letter of Transmittal

The Letter of Transmittal shall be addressed to Mr. Robert Webb, and must, at a minimum, contain the following:

- a. Identification of Offeror that will have contractual responsibility with the Authority. Identification shall include legal name of company, corporate address, telephone and fax number, and email address. Include name, title, address, email address, and telephone number of the contact person identified during period of Proposal evaluation. Licensing information, if applicable, such as license number and status of license, must be submitted.

- b. Identification of all proposed Subcontractors including legal name of company, contact person's name and address, phone number and fax number, and email address; role of Subcontractor on Project, and relationship between Offeror and Subcontractors, if applicable. Licensing information, if applicable, such as license number and status of license, must be submitted.
- c. Acknowledgement of receipt of all RFP addenda, if any.
- d. A statement to the effect that the Proposal shall remain valid for a period of not less than 210 days from the date the Proposal was due.
- e. Signature of a person authorized to bind Offeror to the terms of the Proposal.
- f. Signed statement attesting that all information submitted with the Proposal is true and correct.

3. Executive Summary

The Executive Summary shall be a brief overview, not to exceed five (5) pages, summarizing the Technical Proposal, and explaining how the Proposal being offered best addresses the evaluation criteria listed in this RFP. Include summaries of Offeror's understanding of the Authority's needs, and proposed approach to coordinating with the Authority, developing and implementing the BOS and CSC Operations, and providing operations and Maintenance services.

4. Technical Proposal

The Technical Proposal shall include the following sections:

- Qualifications, Related Experience and References
- Staffing and Project Organization
- Implementation Work Plan and Technical Approach
- CSC Operations Work Plan, Operational Startup, and Approach

Offerors must specifically answer all of the following information requests using the lettering sequence provided below. Please place the full lettering/numbering of the information request that is being responded to immediately above your response for each item. If the information request includes sub-parts (such as a, b, c...), please adhere to that format and specifically respond to each sub-part and do not provide any part of the response under the introductory portion of your response; rather, the response shall be provided under the relevant sub-part only.

Proposal Section A - Qualifications, Related Experience and References

This section of the Proposal should establish the Offeror's ability to perform the required Work based on the team's structure, strength and stability of the team, prior experience performing similar work, references and availability of resources. Use diagrams and organizational charts as necessary.

Offeror to:

1. Provide an overview of the team (prime and Subcontractors) and a brief profile of each organization, including the types of services offered; the year founded; form of the organization (corporation, partnership, sole proprietorship); number, size and location of offices; and number of employees. In addition, for each organization provide a primary address, contact person, telephone number, and email address using Form P, List of Subcontractors, for all Subcontractors.
2. Explain the team's (prime and Subcontractors) structure, areas of responsibility, and describe team's experience in working with each other, if applicable.
3. Provide a general description of the prime's and all major Subcontractors' financial condition and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede the team's ability to complete the Project. The Offeror, primary BOS provider if a Subcontractor, and primary CSC Operations provider, if a Subcontractor, shall provide audited financial statements for the last Fiscal Year in Appendix 3.
4. Provide the team's current and future commitments that will coincide with the Implementation Phase and the Operations and Maintenance Phase.
5. Provide a completed Form N, Offeror Recent Client List.
6. Describe the team's (prime and Subcontractors) experience in performing work of a similar nature to that solicited in this RFP.
7. Using Form O-1 Part 1 (BOS implementation and Maintenance), provide a minimum of two (2) and a maximum of four (4) reference projects for BOS implementation and Maintenance similar in scope to this Project. Include in Appendix 4.
8. Using Form O-1 Part 2 (Operations) provide a minimum of two (2) and a maximum of four (4) reference projects for Customer Service Center planning and operations similar in scope to this Project. Include in Appendix 4.

Proposal Section B - Staffing and Project Organization

This section of the Proposal should establish the method which will be used by the Offeror to manage the Project, as well as identify Key Team Personnel assigned.

Offeror to:

1. Include Project organization charts, including the organization that each staff person works for and their physical location, for each phase:
 - a. Implementation Phase
 - b. CSC Operations during the Operations and Maintenance Phase
 - c. BOS Maintenance during the Operations and Maintenance Phase.
2. Identify Key Team Personnel (see Scope of Work and Requirements Volume 1 for a complete list of Key Team Personnel) proposed to perform the Work. Include the person's name, organization, proposed position for this Project, current location and assignments, level of commitment to his/her current assignments, and how long employed with the organization. Also identify Key Team Personnel proposed locations, availability for Work on this Project and time commitments on the Project.
3. Furnish resumes (not more than two [2] pages each) for all Key Team Personnel, that include the organization they work for, proposed position, education, applicable experience, and applicable professional credentials. Include in Appendix 4.
4. Describe the Offeror's philosophy and approach to training and staffing the CSC Operations to ensure operational readiness.
5. Provide references for Key Team Personnel using Forms P-2 Reference Projects Key Team Personnel Forms. Include in Appendix 4.

Proposal Section C: Implementation Work Plan and Technical Approach to BOS

Offerors shall carefully review Volume II: BOS Technology and Functionality and shall fully complete the required information in the columns of the Requirements Conformance Matrix in accordance with the instructions provided therein. The Conformance Matrix is included as Form Q in Excel format. as part of the RFP forms. The form shall be completed and submitted in searchable PDF format in

Appendix 5 of the Technical Proposal and in Excel format on the flash drive with the Technical Proposal, as directed in Section I, F. 3, Identification of Proposals.

Offerors should provide a narrative and diagrams, which address the Scope of Work and Requirements, and describe the Offeror's approach to the BOS. Offerors should note experience with California Law and the California tolling environment where applicable.

The Proposal shall address the following:

1. Approach to project management of the BOS Implementation Phase.
2. Approach to project management of the BOS during the Operations and Maintenance Phase.
3. Approach to BOS Quality Assurance/Quality Control (QA/QC) during the Implementation Phase.
4. Approach to BOS QA/QC during the Operations and Maintenance Phase.
5. Describe the proposed system and Software architecture.
6. Discuss generally the BOS Software (including other agencies or customers using the product) that is the genesis of the proposed BOS and what overall level of new development versus customization or configuration is planned (response should align with the detailed information provided in the Conformance Matrix).
7. Approach to developing and efficiently incorporating Authority's Business Rules and policies into the BOS.
8. Approach to the design and development of the BOS and the expected level of Authority interaction and participation.
9. Approach to delivery of all BOS documentation.
10. Approach to testing of the BOS.
11. Approach to complying with all Security Standards.
12. Approach to delivering the BOS in the timeframe described in the Proposal (include a proposed Project Implementation Schedule as Appendix 6).
13. Identify any risks and mitigation strategies related to the delivery of the BOS within the required timeframe.

14. Approach to meeting the requirements in Volume II:
 - a. Account Management
 - b. Image Transfer and Transaction/Trip Processing
 - c. Account Notification
 - d. Payment Processing
 - e. Case Management
 - f. Violation Processing
 - g. Collection and Registration Holds
 - h. Transponder Inventory
 - i. Customer Portals
 - j. Customer communications across all channels
 - k. Financial Requirements
 - l. Reporting
 - m. Performance Management and Monitoring System.
15. Approach to maintaining BOS Software and keeping the Self-Service Website and mobile application (if option executed) current over the Term of the Agreement.
16. Approach to monitoring and reporting on the BOS performance against the Performance Measures.
17. Approach to maintaining and administering the BOS.
18. Approach to refreshing the BOS Hardware CSC Operations Desktop Environment over the Term of the Agreement.
19. Approach to providing BOS support to the CSC Operations and Authority's staff.
20. Approach to selection of Merchant Services Providers and tokenization provider:
 - a. Name the provider, discuss the Offeror's experience with Merchant Services Provider #1 and explain why this provider was selected.

- b. Provide a Merchant Services Provider #1 detailed cost table (separate ACH from Credit Card) breaking out the detailed costs, excluding interchange fees assessed by the card brands, and fees related to processing of ACH and Credit Cards. For example there should be separate lines for each cost item such as:
- Discount rates
 - Transaction fees
 - Gateway fees
 - Tokenization fees
 - Monthly and annual fees
 - Chargeback fees
 - Voice authorization fees
 - Account updater fees
 - Other fees as applicable.
- c. Name the provider, discuss the Offeror's experience with Merchant Services Provider #2, and explain why this provider was selected.
- d. Provide the same cost table for Merchant Services Provider #2 as described in (b) above.

Proposal Section D: CSC Operations Work Plan, Operational Startup and Approach

Offerors should provide a narrative and diagrams, which address the Scope of Work and Requirements, and describe the Offeror's approach to CSC Operations focusing on the Work provided by staff rather than the BOS. The Offeror should note experience with California Law and the California tolling environment where applicable.

The Proposal shall address the following:

1. Approach to project management and planning of CSC Operations during the Implementation Phase.
2. Approach to project management of CSC Operations during the Operations and Maintenance Phase.

3. Approach to CSC Operations QA/QC during the Operations and Maintenance Phase.
4. Approach to providing process improvements through the Term of the Agreement.
5. Approach to incorporating Authority's Business Rules and policies into the CSC Operations.
6. Approach to monitoring and reporting on the CSC Operations performance against the Performance Measures.
7. Describe how operations staff will provide system design input to BOS provider during initial design and after Go-Live.
8. Approach to staffing, hiring and training initial staff. Identify any risks and mitigation strategies related to achieving CSC Operations Readiness (Identify the CSC Operations related major milestones within the Preliminary Implementation Schedule provided as part of Section C).
9. Provide a detailed list of anticipated predecessor tasks required in order to achieve Acceptance of Operational Readiness prior to Go-Live.
10. Approach to properly staffing the CSC Operations during the Operations and Maintenance Phase to ensure that the CSC Operations performance requirements are met.
11. Approach to security and privacy compliance.
12. Approach to Disaster Recovery and Business Continuity (Specifically address proposed handling of events similar to the COVID 19 pandemic, including plan for shift to work-at home CSRS, and what lessons have been learned in that regard).
13. Approach to providing excellent customer service.
14. Approach to effectively managing customer contacts across all channels.
15. Approach to in-bound mail processing and handling of undeliverable mail.
16. Approach to rental car transactions.
17. Approach to violations and the organization of staff to support the process.
18. Approach to Registration Holds.

19. Approach to processing payments and refunds.
20. Approach to financial management.
21. Approach to managing and distributing transponders.
22. Approach to Collections:
 - a. Name the provider and describe the collections approach of Collections Agency #1 and the resulting benefit to the Authority.
 - b. Provide a Collections Agency #1 cost table detailing the rates and fees for collections services in the Scope of Work and Requirements. The table shall separately address Collections Placements that are 1) new placement, but for which the CSC Operations has attempted the initial collection and failed and 2) new placement, for which no previous collection has been attempted. In addition, provide the cost of successful and unsuccessful skip-traces and cost for processing of civil judgements.
 - c. Name the provider and describe the collections approach of Collections Agency #2 and the resulting benefit to the Authority.
 - d. Provide the same cost table as described in (b) above for Collections Agency #2.
23. Approach to initial (pre-Collections Placement) collections attempts by CSC Operations.
24. Approach to postage rate discounts:
 - a. Describe the day-to-day mailing strategies that will be employed to save postage costs while meeting the Requirements.
 - b. Provide a detailed Postage Rate Table for all Orange County zip codes for different types and volumes of mailing (the table should be placed in Appendix 7: Postage Rate Table).

5. Exceptions/Deviations

State any technical and/or contractual exceptions and/or deviations from the requirements of this RFP, including the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibit B) and Proposed Agreement (Exhibit E), using the form entitled "Proposal Exceptions and/or Deviations" (Form F) included in this RFP. This Proposal Exceptions and/or Deviations form must be included in the original Proposal submitted by the Offeror.

If no technical or contractual exceptions and/or deviations are submitted as part of the original Proposal, Offerors are deemed to have accepted the Authority's technical requirements and contractual terms and conditions set forth in the Scope of Work and Requirements (Exhibit B) and Proposed Agreement (Exhibit E.) Offerors will not be allowed to submit the Proposal Exceptions and/or Deviations form or any technical and/or contractual exceptions after the Proposal submittal due date identified in the RFP. Exceptions and/or deviations submitted after the Proposal submittal date will not be reviewed by the Authority.

All exceptions and/or deviations will be reviewed by the Authority and will be assigned a "pass" or "fail" status. Exceptions and deviations that "pass" do not mean that the Authority has accepted the change but that it is a potential negotiable issue. Exceptions and deviations that receive a "fail" status means that the requested change is not something that the Authority would consider a potential negotiable issue. Offerors that receive a "fail" status on their exceptions and/or deviations will be notified by the Authority and will be allowed to retract the exception and/or deviation and continue in the evaluation process. Any exceptions and/or deviations that receive a "fail" status and the Offeror cannot or does not retract the requested change may result in the firm being eliminated from further evaluation.

6. Cost and Price Proposal

As part of the cost and Price Proposal ("Price Proposal"), the Offeror shall submit proposed pricing to provide the Work described in the Scope of Work and Requirements (Exhibit B).

The Offeror shall complete the "Price Proposal" form (Exhibit D) included with this RFP and submit in a separately sealed envelope from the Technical Proposal. **The Price Proposal must be completed in its entirety in accordance with the Price Proposal Instructions.**

All boxes, packages, and envelopes containing Price Proposals shall be clearly labeled with Offeror's name, "Price Proposal" and this RFP title and number (along with the package number (e.g., 1 of 1). The original Price Proposal envelope shall be marked "Original".

Price Proposals shall be submitted in the manner and quantities identified in Section I (paragraph F3). File names shall also be clearly identified with the Offeror's name and contents clearly labeled. In the event of a discrepancy between the signed hard copy Price Proposal and the electronic copy, the signed hard copy submittal will take precedence.

It is anticipated that the Authority will enter into a fixed and variable price Contract specifying fixed prices for Deliverables in the Implementation Phase, as well as variable prices for Work performed during the Operations and Maintenance Phase,

as further specified in the Scope of Work and Requirements and the Price Proposal Instructions.

7. **Required Appendices**

Offerors shall provide the following required appendices in their Proposal as follows:

- **Appendix 1: Preliminary bill of materials for all Equipment, Software and Hardware including manufacturer, model number, and quantities.**
- **Appendix 2: Product Cut sheets.**
- **Appendix 3: Audited financial statements.**
- **Appendix 4: Resumes and References.**
- **Appendix 5: Completed Conformance Matrix.**
- **Appendix 6: Project Implementation Schedule.**
- **Appendix 7: Postage Rate Table.**

8. **Additional Appendices**

Information considered by Offeror to be pertinent to this Project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section labeled Additional Appendices. Offerors are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. **Appendices should be relevant and brief.**

B. **FORMS**

Unless otherwise noted above in Section A, Proposal Format and Content, or in this Section B, completed forms are to be submitted in a separate Technical Proposal section entitled "Forms". The following forms are included in the RFP:

1. **Offeror's Questions Form – Form A**

Offerors shall use this form to submit any questions they may have with respect to this RFP or any part thereof.

2. **Campaign Contribution Disclosure Form – Form B**

Offerors shall complete Form B In conformance with the statutory requirements of the State of California Government Code Section 84308, part of the Political Reform Act and Title 2, California Code of Regulations 18438 through 18438.8, regarding

campaign contributions to members of appointed boards of directors, Offeror is required to complete and sign the Campaign Contribution Disclosure Form provided in this RFP.

This form **must** be completed regardless of whether a campaign contribution has been made or not and regardless of the amount of the contribution.

The prime Contractor, Subcontractors, lobbyists and agents are required to report all campaign contributions from the Proposal submittal date up and until the Board of Directors makes a selection, which is currently scheduled for March 8, 2021.

Offeror is required to submit only **one** copy of the completed Form B as part of its Proposal and it should be included in only the **original** Technical Proposal.

3. Status of Past and Present Contracts Form – Form C

Offeror shall complete and sign the form entitled “Status of Past and Present Contracts” provided in this RFP. Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror’s Proposal.

A separate form must be completed for each identified contract. Each form must be signed by the Offeror confirming that the information provided is true and accurate. Offeror is required to submit one copy of the completed form(s) as part of its Proposal and it should be included in only the original Technical Proposal.

4. Disadvantaged Business Enterprise Program Requirements and Forms – Form D

Offeror shall complete Forms D-1, D-2, and D-3 per the instructions set forth in “DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS.”

5. Certification of Restrictions on Lobbying Form – Form E

As a recipient of federal funds, the Authority is required to certify compliance with the influencing restrictions and efforts of Offeror to influence federal officials regarding specific procurements in excess of \$100,000.00 that must be disclosed pursuant to section 1352, Title 31, U.S. Code.

This RFP includes, under Form E, the following forms: a certification form entitled “Certification of Restrictions on Lobbying,” the office of Management and Budget (OMB) Standard Form E entitled “Disclosure of Lobbying Activities,” and a document entitled “Limitation on Payments to Influence Certain Federal Transactions.”

The Offeror to this solicitation will be required to complete and submit to the Authority in their Technical Proposal, the certification form entitled “Certification of Restrictions on Lobbying” whether or not any lobbying efforts took place. If the Offeror did engage in lobbying activities, then OMB Standard Form E “Disclosure of Lobbying Activities” must also be completed and submitted to the Authority.

6. Proposal Exceptions and/or Deviations Form – Form F

Offerors shall complete the form entitled “Proposal Exceptions and/or Deviations” provided in this RFP and submit it as part of the original Technical Proposal. For each exception and/or deviation, a new form should be used, identifying the exception and/or deviation and the rationale for requesting the change. Exceptions and/or deviations submitted after the Proposal submittal date will not be reviewed nor considered by the Authority.

7. Surety Commitment Letter – Form G

Offerors shall complete, sign, seal, and submit this Surety Commitment Letter with the Price Proposal.

8. Intellectual Property Escrow Agreement – Form H

This is a sample form of the Intellectual Property Escrow Agreement, to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

9. Performance Bond – Form I

This is the sample form of Performance Bond, to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

10. Payment Bond – Form J

This is the sample form of Payment Bond to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

11. Operations and Maintenance Bond – Form K

This is the sample form of Operations and Maintenance Bond to be prepared substantially in the form provided herein at the time of Agreement execution. Offerors *do not* submit this form with the Proposal.

12. Iran Contracting Act Certification – Form L

Offerors shall complete and submit this Iran Contracting Certification form with the Technical Proposal.

13. Public Records Act Indemnification Proposal Documents – Form M

Offerors shall complete and sign this form with the Technical Proposal.

14. Offeror Recent Client List – Form N

Offerors shall complete and submit this Recent Client List with the Technical Proposal. Provide a list of all Offeror's contracts in the most recent three years, up to a maximum of 20 contracts.

15. Reference Forms – Form O

Offerors shall complete and submit reference forms P-1, Parts 1 and 2, and P-2 with the Technical Proposal. References must be independent from Offeror's own firm, and must be from third party agencies or companies for which similar work has been performed by Offeror or Key Team Personnel as applicable to the specific form.

16. List of Subcontractors – Form P

Offerors shall complete and submit with their Technical Proposal a list of all Subcontractors proposed on this Project, including their role on the Project.

17. Conformance Matrix- Form Q

Offerors shall complete the Conformance Matrix in accordance with the instructions provided in the form and shall submit the PDF version in Appendix 5 and the Excel version of the completed matrix on the flash drive used for the electronic version of the Technical Proposal.

SECTION III: EVALUATION AND AWARD

SECTION III. EVALUATION AND AWARD

A. **EVALUATION CRITERIA**

The Authority will evaluate the Proposals received based on the following criteria:

1. **Qualifications, Related Experience, and References of the Firm (Proposal Section A)** **15%**
 - Overall strength of team.
 - Strength of prime and all major Subcontractor's financial condition.
 - Experience of the team and relevant project experience in BOS and CSC Operations implementation, as well as operations and maintenance (experience with similar scopes of work, current installations of the BOS, current similar operations).
 - Strength and relevance of reference projects.
 - Strength and relevance of reference checks.
 - Other on-going project commitments and priorities.

2. **Staffing and Project Organization (Proposal Section B)** **15%**
 - Strength of team's organization (completeness, clear delineation of communication and reporting relationships of staff and firms).
 - Experience of the proposed Project Manager and other Key Team Personnel relative to this Project, including resumes.
 - Key Team Personnel Reference projects, including relevance of role and reference check results.
 - Commitment to meeting local presence requirements of Key Team Personnel.
 - Logic and depth of Implementation Phase organization.
 - Logic and depth of Operations and Maintenance Phase organization.
 - Demonstrated ability to provide and train CSC Operations staff to meet Operational Readiness requirements.

3. **Implementation Work Plan and Technical Approach to BOS (Proposal Section C)** **30%**
 - Demonstrated ability to meet the Authority's schedule requirements.

- Completeness and effectiveness of project management and risk management approach.
- Completeness and effectiveness of QA/QC approach.
- Demonstrated process for developing and efficiently incorporating Authority's Business Rules and policies into the BOS.
- Knowledge of California tolling environment.
- Completeness and efficiency of approach to design, development, documentation and testing.
- System architecture logic, configurability, reliability and flexibility.
- Proven success of architecture and software on a similar project.
- Demonstrated ability to comply with the BOS related Security Standards.
- Understanding and approach to delivering technical Requirements in Volume II.
- Demonstrated ability to meet the BOS performance Requirements in Volume IV.
- Commitment to delivering a BOS that emphasizes customer self-service.
- Solution to providing adequate BOS redundancy and Disaster Recovery.
- Demonstrated ability to maintain, administer and Update the BOS to ensure KPI's are met.
- Demonstrated commitment to serving CSC Operations and Authority staff.
- Approach to payment processing through the Merchant Service Provider and controlling processing costs.

4. **CSC Operations Work Plan, Operational Startup and Approach (Proposal Section D) 20%**

- Demonstrated ability to meet the Authority's schedule requirements.
- Demonstrated process for developing and efficiently incorporating Authority's Business Rules and policies into the CSC Operations.
- Commitment to operations staff involvement in BOS design and testing.
- Commitment to providing and training adequate staff initially and through the Term of the Agreement.
- Commitment to providing excellent customer service.

- Demonstrated ability to meet the CSC Operations performance Requirements in Volume IV.
- Thoroughness of QA/QC program.
- Thorough understanding of California Law and tolling environment.
- Demonstrated understanding and ability to provide the Work described in Volume III.
- Commitment to providing current customer service best practices resulting in efficient processes, customer self-service and accuracy.
- Demonstrated ability to provide strong financial controls.
- Demonstrated ability to comply with the CSC Operations related Security Standards.
- Approach to Collections.
- Approach to minimizing postage costs.

5. **Cost and Price**

20%

Reasonableness of the total price as well as the individual tasks; competitiveness with other offers received; adequacy of data in support of figures quoted.

B. EVALUATION PROCEDURE

An evaluation committee will be appointed to review all Proposals received for this RFP. The committee is comprised of Authority staff and may include outside personnel. The committee members will evaluate the written Proposals using criteria identified in Section III A. The evaluation committee will also be assisted by a technical review committee comprised of subject-matter experts. The technical review committee's role will be to review the technical components of the Proposals and provide their written assessment of their strengths and weaknesses, to assist the evaluation committee in their evaluation of the Proposals. A list of top ranked Proposals within a competitive range, will be developed based upon the totals of each evaluation committee member's score for each Proposal.

During the evaluation period, the Authority may interview some or all of the Offerors. The Authority has established December 9 and 10, 2020, as the dates to conduct interviews. All prospective Offerors are asked to keep these dates available. No other interview dates will be provided, therefore, if an Offeror is unable to attend the interview on this date, its Proposal may be eliminated from further discussion. The Authority will provide an agenda for the interview which will consist of a short presentation by the Offeror after which the evaluation committee will ask questions related to the firm's Proposal and qualifications. In addition, the Authority may send out questions to some or all of the Offerors to respond to in writing in advance of the interviews. Offeror responses may be subject to discussion at the interview.

At the conclusion of the Proposal evaluations, Offerors remaining within the competitive range may be asked to submit a Best and Final Offer (BAFO). In the BAFO request, the firms may be asked to provide additional information, confirm or clarify issues, and submit a final Price Proposal. A deadline for submission will be stipulated.

At the conclusion of the evaluation process, the evaluation committee will recommend to the Authority's Board Committee, the Offeror with the highest final ranking within the competitive range whose Proposal(s) is most advantageous to the Authority.

C. AWARD

The Board Committee for the Authority will review the evaluation committee's recommendation and forward its decision to the Board of Directors for final action regarding selection. The Authority may also negotiate Contract terms with the selected Offeror prior to award, and expressly reserve the right to negotiate with several Offerors simultaneously and, thereafter, to award a contract to the Offeror offering the most favorable terms to the Authority.

The Authority reserves the right to award its total requirements to one Offeror or to apportion those requirements among several Offerors as the Authority may deem to be in its best interest. In addition, negotiations may or may not be conducted with Offerors; therefore, the Proposal submitted should contain Offeror's most favorable terms and conditions, since the selection and award may be made without discussion with any Offeror.

The selected Offeror will be required to submit to the Authority's Accounting department a current IRS W-9 form prior to commencing Work.

D. NOTIFICATION OF AWARD AND DEBRIEFING

Offerors who submit a Proposal in response to this RFP shall be notified via CAMM NET of the Contract award. Such notification shall be made within three (3) Business Days of the date the Contract is awarded.

Offerors who were not awarded the Contract may obtain a debriefing concerning the strengths and weaknesses of their Proposal. Unsuccessful Offerors, who wish to be debriefed, must request the debriefing in writing or electronic mail and the Authority must receive it within three (3) Business Days of notification of the Contract award.

EXHIBIT A: DEFINITIONS AND ACRONYMS

Definitions

The following terms, as used in this RFP and the Agreement, are capitalized and shall have the meaning as provided herein.

Note: Terms that are specifically defined within the Agreement or are generally understood from the context are generally not included in the definitions below. Titles of Deliverables which are fully described and detailed in the Scope of Work and Requirements are also generally not included in this exhibit.

Term	Definition
Acceptance	Approval of the BOS as further set forth in Article 23.
Account Plan(s)	Various plans are available to 405 Express Lanes account holders associated with payment of tolls. Each of the Account Plans have unique account establishment amounts, monthly account fees, and discounts.
Additional Work Order	A Change made to the Work when Work is considered within Scope but not currently tasked, in accordance with Article 16.
Adjustment	A reduction of the monthly fee amount paid to the Contractor based on the Contractor not meeting the Performance Measures set forth in the Scope of Work and Requirements and Agreement.
Administrative Review Hearing	Appearance in front of an Administrative Hearing Officer, in person, via teleconference or via written record related to contesting a Notice of Toll Evasion Violation.
Administrative Hearing Officer	Person responsible for conducting Administrative Review Hearing.
Affidavit of Non-Liability	Form to be filled out by a motorist proving they were not liable for the violation in question.
Agreement	The contract for this RFP and Project executed by the Authority and the Contractor, containing the terms and conditions, all exhibits, and reference documents, including all amendments thereto. The sample Agreement is included as RFP Exhibit G.
Alert(s)	Electronic message generated by the BOS to notify users of an issue or status in accordance with the Scope of Work and Requirements and Approved Business Rules.
Amendment	The means of making Changes to the Agreement pursuant to Article 16, Changes. Also referred to as "Change Order".
Anniversary Day	The Anniversary Day is used in the calculation of an invoice period, statement or Violation Notice. It is based on account attributes, such as account type, account creation date, date of first transaction, date of initial invoice, date of last invoice date of Violation Notice issuance.
Approve	The term "Approve" and its variations (e.g., "Approval" or "Approved"), when capitalized in this Agreement refer to acceptance of a process, vendor, document, condition, action, Submittal, or Deliverable in writing by the Authority. Approval by the Authority shall not be construed to mean endorsement or assumption of liability by the Authority nor shall it relieve the Contractor of its responsibilities under the Agreement.

Term	Definition
Approved Baseline Implementation Schedule	The Baseline Implementation Schedule that is Approved pursuant to the Agreement, which shall be the basis for Implementation Phase Work progress measurement.
Authority	See "Orange County Transportation Authority".
Authority's Data	Any Authority's information, data, records and information to which the Contractor has access, possession or otherwise provided to the Contractor, whether or not intended under or for the purposes of the Agreement, and includes, without limitation, any information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household including, but not limited to, name, address, e-mail address, passwords, account numbers, social security numbers, Credit Card information, personal financial or healthcare information, personal preferences, demographic data, geographic location, marketing data, credit data, or any other identification data. For the avoidance of doubt, Authority's Data shall include, but not be limited to, (i) all "nonpublic information," as defined by the Gramm-Leach-Bliley Act (15 United States Code (U.S.C.) §6801 et seq.), (ii) personal information as defined by California Civil Code sections 1798.29, 1798.82, and 1798.140 (California Consumer Privacy Act of 2018, effective January 1, 2020) and/or (iii) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679). For the further avoidance of doubt, Authority's Data is not limited to proprietary or confidential information, and need not constitute trade secret information.
Authorized Designee	In addition to the account holder, any person specifically identified by the customer to access the her/his account (e.g. spouse or assistant).
Authorized User	Authorized Users are Approved users that have role-based credentials to access the BOS such as an employee of the Contractor, employee of the Authority, Third-Party Service Provider, or contractor of the Authority.
Automated Clearing House (ACH)	An electronic payment delivery system which allows payments or collection of funds electronically through the ACH network.
Automatic Call Distribution (ACD)	A system commonly used to handle a large volume of inbound calls, as further defined in the Scope of Work and Requirements.
Back Office System (BOS)	All Hardware, hosted services, cloud-based services, Equipment, Software, Interfaces, Third-Party Service Providers services, and other Work, that in combination provide the technology, functionality and processes required in the Scope of Work and Requirements.
Back Office System (BOS) Maintenance	Work required to be performed as set forth in Volumes I and II of the Scope of Work and Requirements in order to maintain, support, and administer the BOS.
Back Office System (BOS) Requirements	Work required to be performed as set forth in Volumes I, Volume II, and Volume IV included as Exhibits B through D of the Agreement.
Bank Account	A customer account with a bank whereby they may deposit and withdraw money.

Term	Definition
Banking Services	Depository accounts into which merchant and other deposits are made. The Authority has multiple depository accounts depending on the payment method (e.g. Credit Card payments, checks and cash) and what the payment is for (e.g., prepaid tolls and Violation payments). The Authority has selected and contracted with a Banking Services provider.
Baseline Implementation Schedule	The implementation schedule submitted for Authority's Approval within fifteen (15) Calendar Days of the Effective Date, based on the Contractor's Preliminary Implementation Schedule included in the Agreement.
Bond	A security for performance or payment provided in accordance with the terms of the Agreement, Article 13, Bonds.
BOS Acceptance	Completion and Approval of the BOS testing and other milestones as set forth in Agreement Article 23, Acceptance and in the Scope of Work and Requirements.
Business Continuity	Continuance of the Authority's CSC Operations in the event of serious incidents or disasters such that the Authority is able to recover to an operational state and proceed with operations quickly and efficiently.
Business Day	A weekday, excluding the Authority's observed Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 pm (local Pacific time).
Business Rules	A set of operational and system rules that detail how the BOS processes, CSC Operations, and the Authority's FasTrak program operates.
Calendar Day(s)	Every day, including weekends and Authority's observed Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 pm (local Pacific time).
California Toll Operators Committee Agency (CTOC Agency)	The California Toll Operators Committee (CTOC) is a collaborative organization composed of California's toll facility operators/owners of which the Authority is a member. CTOC is the primary resource for Interoperability and coordination among tolling facilities, and education and advocacy regarding tolling in California.
Case(s)	Work items that are tracked within a Case management system.
Certified Disposal Service Provider	Third-Party Service Provider certified to dispose of transponders with batteries identified for disposal.
Change	Modification, addition, deduction, or suspension of Work pursuant to Article 16, Changes.
Change Control Board	Authority representatives responsible for planning, controlling and monitoring Approved changes to the BOS in which the Contractor shall participate.
Change Order	See "Amendment".
Check 21	The Check Clearing for the 21 st Century which allows the recipient of the original paper check to create a digital version of the original check, a process known as check truncation, into an electronic format called a "substitute check", thereby eliminating the need for further handling of the physical document.
Clean Air Vehicle	A designation provided by the California Air Resource Board (CARB) and decals by the California Department of Motor Vehicles (DMV) which

Term	Definition
	identifies a vehicle as a low emission vehicle which may be privy to discounts and/or use of the carpool or Express Lanes.
Collection Agency	A Third-Party Service Provider provided by the Contractor engaged in the collection of debts on behalf of the Authority.
Collections	The activities that occur when a debt has been sent to the Collection Agency.
Collections Placement	A customer account or violator account debt, grouping of unpaid toll transactions/trips, grouping of unpaid Violation transactions/trips, or unpaid Violation Notice(s), placed with a Collection Agency in accordance with the Business Rules.
Commercial Off-the-Shelf	Commercially available off-the-shelf Hardware and Software that is sold to the general public in the same precise form and requires little to no modification to use.
Configurable	Functionality provided such that changes to the related thresholds, values, methods, parameters and/or settings shall not require additional Software development and Software testing effort. Verification of the change for this purpose is not considered testing. This same meaning applies to all variations, e.g. Configured.
Contract Deliverables Requirements List (CDRL)	The document developed and maintained by the Contractor that identifies and tracks the status of all deliverables/submittals on the Project.
Contract	See "Agreement".
Contractor	The person, firm, corporation or entity undertaking the execution of the Work with whom the Authority has entered into an Agreement, including Subcontractors.
Convenience Plan	Account Plan that allows customers to pay a one-time lifetime fee (Configurable) at the time of account establishment in lieu of monthly fees.
Corrective Action Plan	A plan to be developed by the Contractor for each failure to meet a Performance Measure identifying the root cause(s), the extent of the problem and providing a plan to rectify the current situation and prevent future occurrences.
Courtesy Credit	Credit given to customers due to an inconvenience experienced which cannot be associated with a specific Violation, transaction/trip or fee.
Credit Card	Card issued by a financial company giving the holder an option to borrow funds, with eligible Credit Cards on this Project as identified in the Scope of Work and Requirements.
Credit Card Update Service Provider	A Third-Party Service Provider provided by the Contractor that automatically updates customer Credit Card information (for example, updating expiration dates on expired cards).
Customer Satisfaction Survey	A service provided by a Third-Party Service Provider for Customer Satisfaction Surveys focused on improving customer interactions by measuring customer perceptions of how well the Contractor delivers on the critical business functions.

Term	Definition
Customer Satisfaction Survey Provider Subcontractor	Third-Party Service Provider provided by the Contractor that performs Customer Satisfaction Surveys.
Customer Service Center (CSC)	The place or places of businesses and Facilities that provide for all operations activities required by the Agreement.
Customer Service Center Operations or Operation	Work, including services, and activities performed, such as customer support, account management, and violations/payment processing and which in total make up the CSC Operations in accordance with and as further set forth in the Scope of Work and Requirements.
Debit Card	Payment mechanism similar to a Credit Card, but unlike a Credit Card, the payment funds come directly from the user's Bank Account when performing a transaction.
Deliverable(s)	All documentation and any items of any nature submitted by the Contractor to the Authority for review and Approval pursuant to the terms of this Agreement and the Scope of Work and Requirements. See "Submittal".
Desktop Environment	Any and all Equipment, computers, and peripherals necessary for CSC personnel to perform their job duties within their workspace.
Disaster Recovery	The process of re-establishing and making available the BOS due to an event which renders it partially or fully inoperable, as further set forth in the Scope of Work and Requirements.
Disentanglement	The process by which the Contractor provides an orderly transition of Work at end of Agreement, for whatever the reason, in accordance with Article 36, Transition and Succession, and the Scope of Work and Requirements.
Drivers Privacy Protection Act (DPPA)	18 US Code, Section 2721, which serves to protect the privacy of personal information assembled by states' departments of motor vehicles
Effective Date	The date the Agreement commences and Contractor is authorized to commence Work.
Electronic Document Management System (EDMS)	The Contractor-provided document repository which is used as the master repository for all Project documentation.
Electronic Toll and Traffic Management (ETTM) System	The lane systems and hardware and the Roadway Support Systems and all associated systems, hardware and components on the 405 Express Lanes. The ETTM System will communicate with the BOS for purposes of toll collection.
Electronic Toll and Traffic Management (ETTM) System Contractor	The ETTM System for the 405 Express Lanes, unless otherwise noted to refer to the contractor providing these services on the 405 Express Lanes.
Eligible Surety	Provider of performance and payment bonds that meets the eligibility requirements established in Article 13, Bonds.
End of Agreement Transition	Process of transitioning to a new contractor for the BOS and/or CSC Operations at the end of the Agreement Term, in accordance with the End of Agreement Transition Plan.

Term	Definition
End of Agreement Transition Plan	A Contractor-developed plan which addresses how the Contractor will support the Authority and the Contractor's successor to facilitate a seamless transition and Disentanglement upon termination or expiration of the Agreement.
Enhancement	Any change that provides new and significant Software or Hardware functionality, above that specified in the Scope of Work and Requirements and Agreement and is not an Upgrade or Update.
Equipment	An all-inclusive term to mean the Hardware, components, associated peripherals, associated firmware, electrical and other materials and supplies necessary to provide Work pursuant to the Agreement and Scope of Work and Requirements, inclusive of all solutions, including any Facility on-premise, hosted or cloud-based Equipment or Hardware.
Escheatment	Unclaimed funds that are sent to the State in accordance with current California law and Authority's policies. Includes other forms of the word including "escheat" and "escheated".
Escrow	The depository for Contractor Intellectual Property agreed-to in accordance with the terms of Agreement Article 25, Intellectual Property and Article 26, Contractor Intellectual Property Escrow.
Escrow Agent	The company with whom the Authority and Contractor enter into an Escrow Agreement.
Escrow Agreement	Agreement entered into with Escrow Agent, Contractor, and Authority for purposes of depositing and storing Contractor Intellectual Property in accordance with Article 25, Intellectual Property and Article 26, Intellectual Property Escrow.
Event of Default	A material breach of the Agreement as detailed in Agreement Article 21, Default.
Evidence Package	The supporting documentation supplied by the BOS to support the Authority when a customer is granted an Administrative Review Hearing or is taken to court for non-payment of tolls and applicable fees and a review has been scheduled.
Excessive I-Tolls	A Configurable threshold, which when exceeded, initiates the creation of a Flag on the license plate/transponder, which may result in a Notification and additional toll amounts or fees.
Excessive I-Toll Notification	Notification to a customer that their vehicles is receiving an excessive number of I-Tolls.
Express Lanes	A generic term used to describe lanes within existing expressway, arterial highway facilities or lanes comprising a separate facility where multiple operational strategies, including pricing, may be utilized and actively adjusted as needed for the purpose of achieving pre-defined performance objectives.
Express Lanes Facility	A Toll Facility that is comprised of Express Lanes. In the case of this Agreement, an Express Lane Facility is the 405 Express Lanes.
Facility(ies)	The Authority's provided buildings in which the CSC Operations Work is performed.

Term	Definition
FasTrak®	Trademarked electronic toll system that allows customers to use any toll road, bridge, or express lane in California without stopping to pay.
Final Acceptance	Final Acceptance of the Implementation Phase will be considered by the Authority to have occurred, when the conditions for Final Acceptance set forth in Article 23, Acceptance have been met.
Financial Account	A subledger account designed to aggregate Financial Transactions related to multiple accounts that enables the Authority to record Financial Transactions in its general ledger system.
Financial Transaction	A toll transaction/trip, replenishment or a financial adjustment. A financial adjustment is any transaction that is not a payment, a toll, a fee or a fine, which changes the balance in a customer's account.
Fiscal Year	The financial period for the Authority, defined as July 1 through the subsequent June 30th.
Flag(s)	A mark that signals a particular condition or status or that an event has occurred. The Flag is said to be set when it is turned on. Flags may be related to a specific account(s) or transaction(s), or may relay information to Authorized Users accessing the account, or they may direct the BOS to take some form of action.
Force Majeure	The circumstances as defined in the Agreement, whereby a party is excused from meeting a requirement(s) specified in this Agreement as further set forth in Article 73, Force Majeure.
Fulfillment	The process of delivering a transponder to a customer.
Go-Live	The date on which revenue operations commence; when the BOS has been commissioned and the Contractor's operation of the CSC has commenced, in accordance with the Scope of Work and Requirements.
Guaranteed Completion Date	The date set forth in the Approved Baseline Implementation Schedule upon which Contractor agrees the BOS will Go-Live, and for which Contractor shall be subject to liquidated damages for failure to meet such date.
Hardware	See "Equipment".
Holiday(s)	Days that are designated by the Authority as Holidays for purposes of this Agreement.
Image Toll (I-Toll) Transaction/Trip	Initially an Image-Based Transaction/Trip created at the lane level, but which is subsequently determined to be associated with a valid transponder account and is further processed as such.
Image-Based Transaction/Trip	A transaction/trip that is originated in the lane, using image capture technology (as opposed to a Transponder-Based Transaction/Trip).
Implementation Phase	The phase of the Project, which begins at the Effective Date and ends at Final Acceptance, that includes but is not limited to, the BOS design, development, installation, pre-Go-Live testing, transition, data migration, Go-Live and Acceptance Testing.
Indemnitees	Parties identified in the Agreement to be indemnified by Contractor as further set forth in the Agreement.
Initial Term	Term of the Agreement, excluding any extensions thereto.

Term	Definition
Insufficient Balance Threshold	Amount set by the Authority at which the customer account is changed to invalid status and the transponder(s) is no longer accepted for toll payment.
Intellectual Property	All current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Software, Work, Project and/or services. Without limiting the generality of the foregoing, Intellectual Property includes Software, Authority's Data, and information collected, stored, processed or analyzed.
Intellectual Property (IP) Materials	All current and future legal and/or equitable rights and interests in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets, designs (registered and unregistered), utility models, circuit layouts, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Software, Work, Project and/or services. Without limiting the generality of the foregoing, Intellectual Property includes Software, Authority's Data, and information collected, stored, processed or analyzed.
Interface	A software program that facilitates data exchange from one component of a system to another or between separate systems and is generally documented in an Interface control document (ICD).
Interoperable (Interoperability)	A relationship between tolling agencies or entities where their systems are capable of capturing and transmitting transactions/trips generated on one agency's roads by customers of the other agency or entity. Generally, requires that reciprocity agreements between agencies and entities are in place to govern payments and reconciliation.
Interoperable Agency(ies)	Entities that have agreed to accept each other's transponders and/or license plates, to identify customers and settle payment. In the case of this Agreement, such entities will have entered into a reciprocity agreement which dictates the processes and payment policies, for example CTOC.
Investigative Review	Review of information provided by the motorist in dispute of a Violation.
Jurisdiction (License Plate)	The governing entity, such as state or country that controls the issuing of a particular vehicle license plate and provides registered vehicle owner information.
Key Team Personnel	Contractor positions that are designated as most critical to performing and managing the Work in the RFP, Agreement, and the Scope of Work and Requirements, with associated specific conditions and responsibilities identified therein.
License Plate Status File (LPSF)	List of license plates listed on valid customer accounts belonging to the Authority and Interoperable Agencies created in accordance with the current version of the CTOC ICD.

Term	Definition
Local Area Network	A computer network that interconnects computers within a limited area.
Lockbox	A service offered by a Third-Party Service Provider to companies in which the Lockbox company receives payments by mail and deposits them into the company's account and notifies the company of the deposit.
Lockbox Exceptions	Items received by the Lockbox that cannot be posted to an account because of the absence of information or a discrepancy in the information required to automatically apply the payment. Lockbox Exceptions are researched and resolved by the Contractor.
Lockbox Service Provider	A Third-Party Service Provider that may be used under the Agreement that receives and processes mailed payments related to customer accounts and violations.
Maintenance and Software Support Services	Services to be performed by Contractor related to the Maintenance of the BOS Hardware and network and monitoring, support and administration of the Software.
Maintenance	The Maintenance and related services required to be furnished by the Contractor, in accordance with the Scope of Work and Requirements
Maintenance Plan	Contractor Deliverable detailing the comprehensive Maintenance approach, subject to Approval, as further set forth in the Scope of Work and Requirements.
Maintenance Services	See "Maintenance".
Merchant Service Provider	The Third-Party Service Provider provided by the Contractor who provide the services of the payment processor and acquiring bank for Credit Card payments.
Module	A group of functions developed simultaneously for specific tasks, such as a reporting Module, a security Module or a maintenance Module.
Money Services Provider	A retail location that provides customers the ability to add funds to their account, pay invoices or Violation Notices or purchase a transponder.
Monthly Performance Scorecard	A component of the Performance Report which details the Contractor's operational performance measurement and points, as described in the Scope of Work and Requirements.
National Change of Address (NCOA)	The NCOA Link Product is a secure dataset of permanent change-of-address (COA) records consisting of names and addresses of individuals, families and businesses who have filed a change of address with the USPS.
Near Field Communication	A set of communication protocols that enable two electronic devices to establish communication by bringing them within proximity of each other.
Notice	A formal communication made pursuant to the terms of the Agreement, Article 11, Notices, addressing legal and contractual matters, not applicable to daily Implementation Phase and Operations and Maintenance Phase communications.
Notice of Closeout	Notice sent to Contractor by Authority closing out the applicable Phase.
Notice of Default	A Notice sent to the Contractor declaring an Event of Default.

Term	Definition
Notice of Delinquent Toll Evasion Violation	A Notice that is sent to violator 30 days after Notice of Toll Evasion Violation and includes a late penalty.
Notice of Publication of Unclaimed Funds	Notice placed to advertise that unclaimed checks will be Escheated.
Notice of Termination	A Notice sent to Contractor initiating termination of the Agreement.
Notice of Toll Evasion Violation	Image-Based Transactions/Trips that do not post to a Registered account and are not paid within the specified period are considered violations. A Notice of Toll Evasion Violation is sent to violators and it will contain violations a fee amount and a penalty.
Notice to Proceed for Ramp-up/Customer Services	Notice by the Authority that Contractor shall commence the Work associated with Ramp-up/Customer Services as further set forth in the Scope of Work and Requirements.
Notification(s)	Communication via all the methods supported by the BOS between the Authority and customers, as set forth in the Requirements. Examples include statements, invoices, Violation Notices and letters to customers and violators.
Occupancy Declaration Correction List	A file-based electronic list developed by the Contractor for each Toll Facility which identifies vehicles which the ETTM System ODS has found problematic in properly verifying the occupancy, based on customer disputes or CSC Operations quality control.
Occupancy Detection System	ETTM System equipment which captures and analyzes an image(s) of the passenger compartment to determine the number of occupants. This result may be compared with the number of occupants declared by the customer.
Occupancy Setting	Setting on the FasTrak transponder to designate the number of occupants travelling in the vehicle for the purpose of identifying as a high occupancy vehicle (HOV).
Offeror	A firm that has submitted a Proposal for this RFP.
Operational Alert Notification	Role-based signal, prompt or message sent to BOS operational personnel, notifying them of a BOS condition that requires their attention or an issue that they should be aware of.
Operational Readiness Demonstration	Demonstration conducted by the Contractor in accordance with the Scope of Work and Requirements, which will prove that the BOS and the CSC Operations are ready to Go-Live.
Operations and Maintenance Phase	The Phase beginning upon Go-Live through the end of the Agreement.
Operations Plan	The Operations Plan is a comprehensive document provided by the Contractor that details how the CSC will be managed and operated in accordance with the Scope of Work and Requirements, subject to Approval.
Optical Character Recognition (OCR)	A software process that automatically recognizes license plate characters without requiring human intervention and which, in this application, extracts and provides the license plate numbers and Jurisdiction from the image of the license plate.

Term	Definition
Option Term 1	First Agreement extension period executed at Authority's sole discretion pursuant to Article 6, Term of Agreement.
Option Term 2	Second Agreement extension period executed at Authority's sole discretion pursuant to Article 6, Term of Agreement.
Orange County Transportation Authority (OCTA)	The Orange County Transportation Authority owns and operates the segment of the 405 Express Lanes in Orange County and is the agency responsible for this procurement and Agreement. Also referred to as "Authority".
Party	Any signatory to this Agreement.
Payment Schedule	Milestone Payment Schedule for completed and Approved Deliverables and Submittals set forth in RFP Exhibit H, Contractor Price Proposal, and Agreement Exhibit _ that constitutes Authority's full payment obligations for the Implementation Phase.
Performance Management and Monitoring System (PMMS)	An automated, fully integrated system that includes performs tasks including but not limited to: monitors the status of Equipment, processes and systems in real time, records failures, notifies Maintenance personnel, generates and tracks work orders, maintains Preventative Maintenance schedules, generates repair history, and maintains parts inventory and asset management, all in accordance with the Scope of Work and Requirements.
Performance Measures	The metrics established in the Scope of Work and Requirements used for determining adherence to performance requirements.
Performance Report	A report to be developed monthly by the Contractor detailing the Contractor's performance against each Performance Measure, with details related to the failure events that resulted in the non-compliance, provide in accordance with the Scope of Work and Requirements.
Personally Identifiable Information (PII)	Sensitive personal information as identified in the Security Standards and established by relevant applicable law, as further set forth in the Agreement and Scope of Work and Requirements.
Pervasive Defect	A failure determined by the Authority to be recurring or repetitive as further set forth in Article 30, Defects/Failure.
Plan(s)	Contractor Deliverable submitted for Approval that identifies approach to a particular aspect of the Work, including but not limited to Transition, Training, Project Management, Staffing, Maintenance, System Support, Disaster Recovery, and Business Continuity Plans.
Plate Correction List	A file-based electronic list developed by the Contractor for each Toll Facility which contains license plate numbers that have been problematic for automated or manual image review and require special manual review and verification.
Plate Type	Categorization required by some states which issue more than one license plate with the same number/letter combination, thereby making the Plate Type the only differentiator.
Point-of-Sale (POS)	Electronic terminal that allows processing of Credit Card payments at retail locations.

Term	Definition
Positive Pay	A cash-management service employed to deter check fraud. A process by which checks issued by an entity are compared with those presented for payment. Any check considered to be potentially fraudulent is sent back to the issuer for examination.
Post(ing)	The recording of a transaction/trip on an account in the BOS.
Posting Day	The day of Posting to an account.
Preliminary Implementation Schedule	The Project implementation schedule provided by Contractor and included in the executed Agreement, which will be updated, further detailed and submitted by Contractor for Approval following Effective Date, in accordance with Agreement Article 7, Time and Schedule/Completion Dates and Scope of Work and Requirements.
Preventative Maintenance	Repairs, cleaning, adjustments and replacements of components as necessary to maintain the BOS Equipment in normal operating condition.
Prime Contractor	The signatory to the Agreement with the Authority excluding any Subcontractors. Prime Contractor may be referenced in the context of utilizing Subcontractors to perform part of the Work.
Price Proposal	Offeror pricing provided in response to this RFP and in accordance with the instructions provided therein. Contractor Price Proposal will be included as an Exhibit in the executed Agreement.
Print/Mail House Service Provider	Third-Party Service Provider provided by the Contractor that handles the printing and mailing of customer-related Notifications for the Authority.
Processing Exception List	List of license plates and transponders used to identify transactions and images that require manual review and disposition prior to final processing due to known customer service and/or processing issues.
Project	The total Work set forth in the Scope of Work and Requirements and as further set forth and detailed in the Agreement.
Project Management Plan (PMP)	Deliverable submitted by Contractor for Approval used to guide Project execution, management and control, as further detailed in the Scope of Work and Requirements.
Project Manager	The Contractor's duly authorized representative designated to manage the Contractor's performance of the work in accordance with the Agreement.
Proposal	The entire submission made by an Offeror as a part of this RFP. Contractor's entire submission in response to this RFP incorporated into to the Agreement.
Protected Plate	A license plate registered to a motorist affiliated with federal, state or local agencies who are allowed to shield their addresses under the Confidential Records Program.
Pure Zero Emission Vehicle	A Pure Zero Emission Vehicle is a vehicle that emits no exhaust gas from the onboard source of power as determined by the California Air Resources Board.
Quality Assurance (QA)	A process which occurs after the final Work product is complete, to ensure the Work was completed as expected and required.

Term	Definition
Quality Control (QC)	A process which occurs before a final product is produced or presented, to ensure the Work product is accurate.
Quick Response Code (QRC)	A machine-readable matrix barcode used to provide access to information via mobile tagging using a smartphone device.
Ramp-up/Customer Services	Work provided by Contractor upon a Ramp-up/Customer Services Notice to Proceed, providing services and Work prior to Go-Live of the 405 Express Lanes, as further set forth in the Scope of Work and Requirements.
Readiness for Go-Live	The milestone that indicates the BOS and CSC Operations have achieved the required predecessor steps and are ready to go into live, revenue operations, subject to Authority Approval.
Recovery Point Objective (RPO)	The maximum acceptable amount of data loss measured in time. It is the age of the files or data in backup storage required to resume normal operations if a computer system or network failure occurs.
Recovery Time Objective (RTO)	The duration of time and a service level within which a business process must be restored after a disaster in accordance with the Scope of Work and Requirements.
Refund Account	Bank Account(s) from which customer refunds are made. The Refund Account(s) is part of the Authority's Banking Services.
Region of Interest	A portion of an image that is filtered or isolated, typically used for license plate identification.
Registered	Registered is a term that applies to accounts that are proactively established by the customer and are typically associated with a valid transponder(s).
Registered Owner of Vehicle (ROV)	The party legally responsible for a vehicle at the time of the toll transaction in accordance with applicable state statutes and regulations.
Registered Owner of Vehicle (ROV) Lookup	The process of identifying the Registered Owner of Vehicle.
Registered Owner of Vehicle (ROV) Lookup Provider	Third-Party Service Provider provided by the Contractor that conducts out-of-state ROV Lookups.
Registration Hold	The process of preventing a vehicle from being registered, by contacting CA DMV or out-of-state DMV and notifying them to place a hold on a vehicle's registration due a toll Violation, in accordance with applicable state statutes and regulations.
Rental Car Service Provider	Either a rental car agency or a separate company that facilitates the vehicle identification, transaction exchange and payment processing between the toll agency and the rental car agency.
Report on Compliance (ROC)	Form to be completed by Credit Card merchants undergoing a PCI DSS (Payment Card Industry Data Security Standard) audit. The ROC form is used to verify that the merchant being audited is compliant with the PCI DSS standards.

Term	Definition
Requirement(s)	Each of the required work activities in numbered form that the Contractor shall perform, including but not limited to technical, functional, Project management, operations and Maintenance and performance.
Requirements Traceability Matrix (RTM)	The structured collection of information that identifies and track each of the requirements in the Scope of Work and Requirements, which is submitted by the Contractor for Approval by the Authority and serves to track completion of design, development and testing.
Responsibility Matrix	The matrix that defines respective responsibilities of the Agreement parties and other interfacing third-party contractors.
Retailer(s)	A retail location that sells the Authority's transponders.
Revenue Day	The 24-hour toll collection day expressed from 00:00:00 a.m. to 11:59:59 p.m. in military time unless otherwise Approved during design. Provided In local Pacific time.
Scope of Work and Requirements	The Agreement documents incorporated as Exhibits B, Scope of Work and Requirements, that capture and define the Work activities, Submittals and Deliverables and performance that the Contractor must execute in performance of the Work.
Secure File Transfer Protocol	Secure File Transfer Protocol (SFTP) is a secure version of File Transfer Protocol (FTP), which facilitates data access and data transfer.
Security Standards	Standards enumerated in the Scope of Work and Requirements and Agreement related to physical, data and personal security and privacy, under which the BOS shall be designed, maintained and operate; and the CSC shall operate.
Self-Service Mobile Application	The mobile application that allows customers to create and manage accounts or pay invoices through an application installed on their mobile device.
Self-Service Website	The public website that presents Authority-provided information and allows customers to create and manage accounts, including adding funds to an account or paying Violations.
Sites	Any location where Work on this Project is conducted or performed.
Skip Trace	The process by which alternative contact information is gathered for a customer for which the account-holder or DMV provided information is not sufficient.
Skip Trace Service Provider	Third-Party Service Provider provided by the Contractor that gathers alternate contact information for customers.
Software	All computer programs, media, procedures, rules and associated documentation pertaining to the control and operation of the data processing and data storage for the BOS. Software includes all associated features and functions described in the Scope of Work and Requirements, including all Agreement Change Orders, updates, derivative works, enhancements, modifications or upgrades thereto, and all error corrections, patches and bug fixes provided by the Contractor and which is made part of the BOS, as well as all related or ancillary data files, modules, libraries, tutorial and demonstration programs, and

Term	Definition
	other components thereof, all source and object code, firmware and all documentation.
Special Access Plan	Payment plan which provides free or discounted toll rates for vehicles that meet the eligibility conditions identified in the Scope of Work and Requirements for the Special Access Plan, subject to change at the Authority's discretion.
SSAE-18	Statement on Standards for Attestation Engagements (SSAE) No. 18, Reporting on Controls at a Service Organization.
Standard Plan	Account Plan which requires a monthly fee and provides for discounts for a configurable number of transactions per month (Configurable) and offers a discount (Configurable) for each tolled trip taken on the 405 Express Lanes, with a capped discount (Configurable).
State	The State of California.
Subcontractor	Any person, firm or corporation, other than the Contractor's employees, who contracts to furnish labor, or labor and materials, at the Site(s) or in connection with the services, whether directly or indirectly, on the Contractor's behalf and whether or not in privity with the Contractor.
Submittal	See "Deliverable".
Supplier	Any person, firm, or corporation who contracts to furnish materials, Equipment, or supplies for incorporation in or in connection with the Work.
Surety	Provider of the Bonds under the Agreement.
Tax Intercept	Violation debt, in Collections, can be placed with the California Franchise Tax Board (FTB). The FTB's program called the Interagency Intercept Collection (IIC) Program intercepts (offsets) refunds when individuals have delinquent debts owed to government agencies and California colleges. The Collection Agency administers this program on behalf of the Authority.
Term	Length of the Agreement as set forth in Article 6, Term of Agreement, including the Initial Term and any extensions executed thereto.
Third-Party Service Providers	Entities which have a relationship with the Authority and the Contractor to perform work and/or request that work be performed, such as collection companies.
Title 21	California Code of Regulation that provides the requirements for open compatibility specifications for a two-way communications protocol for automatic vehicle identification (AVI) including an initial set of Transaction Record Type codes mandated for statewide electronic toll collection use.
Toll Facility	The OCTA 405 Toll Facility.
Toll Rate Changeable Message Sign (CMS)	The signs installed before all entrances to the Express Lanes that display the rate information and variable text.
Toll Zone	The area which vehicles pass through, where information from automatic vehicle detection, license plate image capture, and automatic vehicle identification is captured and is used to create a transaction/trip.

Term	Definition
Transaction/Trip Date and Time	The date and time the vehicle crosses through each Toll Zone.
Transaction/Trip Entry Date and Time	The date and time the vehicle entered a segment of the Express Lane.
Transponder Status List (TSL)	List of valid transponders belonging to the Authority and Interoperable Agencies created in accordance with the current version of the CTOC ICD.
Transponder-Based Transactions/Trips	A transaction/trip that is originated in the lane using transponder technology (as opposed to an Image-Based Transaction/Trip).
Unavailable	A Key Team Personnel member 's absence or inability to perform the Work that meets the conditions set forth in Agreement Article 5, Contractor's Personnel.
Uniform Resource Locator (URL)	The address of a web page.
United States Postal Service (USPS) Coding Accuracy Support System (CASS™)	A certification offered by the USPS to all mailers and software vendors to evaluate the quality of their address-matching software and improve the accuracy of their ZIP+4, carrier route, and five-digit coding.
United States Postal Service (USPS) Intelligent Mail Barcode	A 65-bar barcode applied to mail in the United States for tracking mail pieces.
Unregistered	Applies to accounts that are created using the information provided by the DMV, Registered Owner of Vehicle (ROV) Lookup Provider or Affidavit of Non-Liability. May include more than one vehicle if the owner information is an exact match.
Update	Generally, refers to a patch released for existing Software to fix any existing bugs, errors, or security issues; can also provide support for new Hardware, as well as performance tuning. Updates are to be performed as a part of Operations and Maintenance Phase at no additional cost to the Authority in accordance with of the Agreement, including Article 28, Warranties.
Upgrade	Generally, refers to transforming existing Software to a new version; provides new features and functionalities rather than fixing existing bugs, errors or security issues. Upgrades are to be performed as a part of Operations and Maintenance Phase at no additional cost to the Authority in accordance with the Agreement, including Article 28, Warranties.
Violation	A Transaction which occurs when the vehicle was not registered to a valid FasTrak account and did not have a valid Transponder. Non-compliance with the Business Rules regarding toll payment generates a Violation Notice.
Violation Notice	The notification sent to a violator as determined by the Business Rules and Approved design, in accordance with applicable laws, rules and regulations. Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation are collectively referred to as Violation Notice(s).

Term	Definition
Waiver Form	Formal request made by the Contractor for a specific item of performance to be excluded from an associated performance measurement calculation.
Walk-in Center (WIC)	Physical location which will provide in-person customer service (including transponder fulfilment, account replenishment, Violation payment or account management).
Wide Areas Network	Telecommunications network or computer network that extends over a large geographical distance/place.
Work	Includes, without limitation, all plant, labor, materials, Equipment, Systems, services, Software, licenses, leases, facilities, design, development, installation, testing, data transition and migration, training, operations and Maintenance and other things necessary or proper for or incidental to carrying out and completing the Project in accordance with the terms of the Agreement.
Work Directive	Directive from the Authority to perform or proceed with Work in accordance with Agreement Article 16, Changes.
Write-Off	A cancellation of a customer balance made as a result of a debt being deemed uncollectible or unworthy of pursuit. Items are eligible for Write-Off based on criteria and eligibility to be determined by the Authority.

Acronyms

The following Acronyms shall have the following meanings:

Acronym	Meaning
ACH	Automated Clearing House
ACD	Automatic Call Distribution
ACK	Acknowledgement
AD	Active Directory
ADA	Americans with Disabilities Act
AVI	Automatic Vehicle Identification
BCP	Business Continuity Plan
BOS	Back Office System
CAD	Computer Aided Design
Caltrans	California Department of Transportation
CCB	Change Control Board
CCTV	Closed-Circuit Television Camera
CDRL	Contract Deliverables Requirements List
COTS	Commercial Off-the-Shelf

Acronym	Meaning
CPA	Certified Public Accountant
CRF	Customer Review Form
CSC	Customer Service Center
CSR	Customer Service Representative
CSWRD	Conformed Statement of Work Requirements Document
CTOC	California Toll Operators Committee
DMV	Department of Motor Vehicles
DR	Disaster Recovery
DRP	Disaster Recovery Plan
DVAS	Digital Video Audit System
EEOC	Equal Employment Opportunity Commission
EMV	Europay, MasterCard and Visa,
ETL	Extract, Transform and Load
ETTM	Electronic Toll and Traffic Management
FFCRA	Federal Fair Credit Reporting Act
FIFO	First in First Out
FTP	File Transfer Protocol
GAAP	General Accepted Accounting Principles
GASB	Government Accounting Standards Board
GUI	Graphical User Interface
HOV	High Occupancy Vehicle
HTML	HyperText Markup Language
HTTPS	Hypertext Transfer Protocol Secure
ICD	Interface Control Document
ID	Identification
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
IOP	Interoperability
IP	Intellectual Property
IP	Internet Protocol
IRS	Internal Revenue Service

Acronym	Meaning
ISA	Internal Security Assessor
ISO	International Standards Organization
I-Toll	Image Toll
IT	Information Technology
ITS	Intelligent Transportation Systems
IVR	Interactive Voice Response
LAN	Local Area Network
LOS	Level of Service
MS	Microsoft
MSP	Merchant Services Provider
NACK	Negative Acknowledgement
NCOA	National Change of Address
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NTP	Notice to Proceed
OCR	Optical Character Recognition
OCTA	Orange County Transportation Authority
OSHA	Occupational Safety and Health Administration
PCI	Payment Card Industry
PCI-DSS	Payment Card Industry Data Security Standards
PDF	Portable Document Format
PII	Personally Identifiable Information
PIN	Personal Identification Number
PMBOK	Project Management Body of Knowledge
PMI	Project Management Institute
PMMS	Performance Management and Monitoring System
PMP	Project Management Plan
POS	Point-of-Sale
PZEV	Pure Zero Emission Vehicle
QA	Quality Assurance
QC	Quality Control

Acronym	Meaning
QSA	Qualified Security Assessor
RDBMS	Relational Database Management System
RFP	Request for Proposal
RMA	Return Merchandise Authorization
ROC	Report on Compliance
ROI	Region of Interest
ROV	Registered Owner of Vehicle
RPO	Recovery Point Objective
RSS	Roadway Support System
RTM	Requirements Traceability Matrix
RTO	Recovery Time Objective
SDDD	System Detailed Design Document
SFTP	Secure File Transfer Protocol
SME	Subject Matter Expert
SMS	Short Message Service
SOW	Scope of Work
SSAE-18	Statement on Standards for Attestation Engagements No. 18
TSL	Transponder Status List
UPS	Uninterruptible Power Source
URL	Uniform Resource Locator
USPS	United States Postal Service
WAN	Wide Area Network
WBS	Work Breakdown Structure
WIC	Walk-in Center
XML	Extensible Markup Language

EXHIBIT B: SCOPE OF WORK AND REQUIREMENTS

Exhibit B

Scope of Services

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1. INTRODUCTION

The Orange County Transportation Authority (“OCTA” or “Authority”) currently operates the Orange County portion of the Express Lanes on SR 91. The I-405 Express Lanes Back Office System (BOS) and Customer Service Center (CSC) Operations Project (Project) is for the implementation, operations and Maintenance of a new BOS and CSC Operations to support the I-405 Express Lanes, which are scheduled to open to traffic in early 2023. This Scope of Work includes the Project’s technical requirements to be performed by the toll systems integrator and customer service operations provider (Contractor).

Kapsch TrafficCom USA (“Kapsch”) is separately contracted but serves as the Electronic Toll and Traffic Management (ETTM) System Contractor for the I-405 Express Lanes. The ETTM System will provide fully formed Transponder and Image-Based Trips to the BOS. Substantial testing and both technical and operational coordination will be required throughout the Term of the Agreement.

A new I-405 CSC and WIC Facility, provided by the Authority, near the I-405 corridor will serve as the main Facility for the Contractor’s direct customer service staff and CSC Operations and will house other OCTA contractors as well. A separate walk-in-center (WIC) supporting both the 91 and I-405 Facilities is located at the existing OCTA Store WIC, which is adjacent to the OCTA offices in the City of Orange and will be staffed by OCTA employees using desktop computers and peripherals provided by OCTA. However, the Contractor will support the initial setup, security, Interface and ongoing Maintenance of the I-405 BOS application on these desktop computers as required.

The Authority will not provide data center space for the I-405 BOS and the Contractor is required to provide a hosted or cloud-based implementation in accordance with the Requirements.

All definitions and acronyms for this Scope of Work and Requirements are included as Exhibit A.

The Requirements are numbered to track Contractual obligations and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and required database fields. The intent of these “including but not limited to” lists is to indicate the intent and scope of the Requirement. During design the naming and number of items and fields will vary; however, all items and fields shall be addressed by the BOS unless the Contractor is formally relieved of the Requirement by the Authority.

1.1. Project Timing

Related tolling projects and timing include:

- OCTA has selected OC 405 Partners to design and build the I-405 Improvement Project, which includes the I-405 Express Lanes. The Project is expected to be open to traffic in early 2023.
- OCTA has selected Kapsch to provide the I-405 ETTM System. Kapsch and OC 405 Partners will coordinate the installation and testing of the ETTM prior to the beginning of revenue collection.
- Approximately 120 days prior to the anticipated Go-Live and I-405 revenue operations commencement, the Contractor will receive Notice to Proceed for Ramp-up/Customer Services, and the Contractor must reach several milestones thirty (30) Calendar Days thereafter as detailed in the Requirements, including the provision of portions of the BOS and

the Self-Service Website for account creation, ordering of transponders and customer communications.

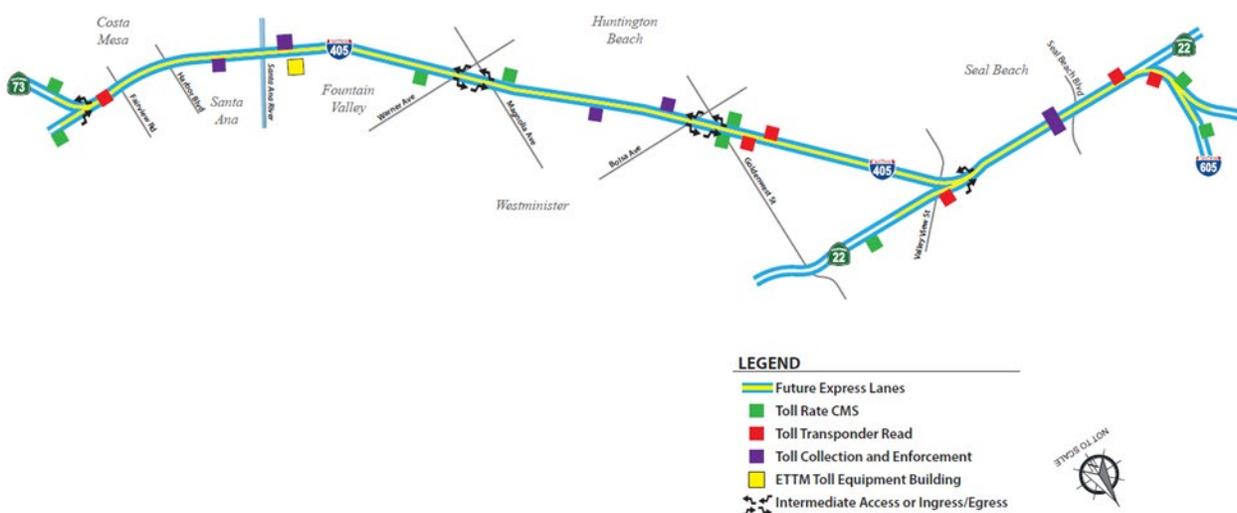
- At the Authority’s direction, transponders will be mailed approximately one (1) month prior to anticipated Go-Live and I-405 revenue operations commencement and the Contractor shall be responsible for processing Interoperable transactions and handling other CTOC agency inquiries from that point forward.
- Providing Notice to Proceed for Ramp-up/Customer Services also allows the Contractor guidance on the anticipated Go-Live date for the purposes of mobilizing for CSC Operations and mobilizing within the new CSC Facility.

1.2. I-405 Express Lanes

OCTA in cooperation with the California Department of Transportation (Caltrans) is widening the San Diego Freeway (I-405) between State Route 73 (SR-73) and Interstate 605 (I-605). The project will improve 16 miles of I-405 between the SR-73 freeway in Costa Mesa and I-605 near the Los Angeles County line. The project includes adding one regular lane in each direction between Euclid Street and I-605 and making improvements to freeway entrances, exits and bridges. In addition, the project will add the I-405 Express Lanes, incorporating the existing carpool lanes and a new lane in each direction between SR-73 and I-605. The I-405 Express Lanes will give solo drivers the choice to speed up their commute for a toll and give options for carpoolers to use the lanes for free. When the express lanes open, two-person carpools will pay a toll only during peak hours and carpools of three or more will be free at all times.

Figure 1-1: I-405 Express Lanes Conceptual Tolling Layout identifies the entry/exit, Toll Zone and Toll Read Site locations for the I-405 Express Lanes.

Figure 1-1. I-405 Express Lanes Tolling Layout



1.3. Support of New Toll Facilities

The BOS and CSC Operations shall be designed to support the future, potential addition of new OCTA Toll Facilities, such that the BOS does not require structural or fundamental changes at that time.

1.4. New I-405 CSC Facility

A new I-405 CSC and WIC Facility, provided by the Authority, near the I-405 corridor will serve as the primary Facility for the Contractor's direct customer service staff and CSC Operations and will house other OCTA contractors as well. Immediately after NTP, the Contractor will be responsible for working closely with the Authority in the design of the Facility. **With regards to the new Facility, the following will be the responsibility of OCTA:**

1. Acquisition of the building;
2. Building design (primary);
3. Building construction permitting;
4. Facility buildout;
5. Cubicles;
6. Furniture, desks and chairs;
7. File cabinets;
8. Walk-in Center furniture;
9. Training room furniture;
10. Storage cabinets and shelves;
11. Space at I-405 CSC Facility for storage of retained and/or sensitive paper-documents;
12. CSC personnel lockers (if required);
13. Communications closets;
14. Conference rooms and tables;
15. Large presentation screens within conference rooms;
16. Breakroom furniture and appliances;
17. All power and network cabling;
18. All uninterruptable power and generators (including any on-going system/software Maintenance agreements);
19. Responsibilities as described in Volume II, Section 1.1.1.8 Network, Communications, Telephony, Security and Surveillance;
20. CCTV surveillance Equipment (including any on-going system/software Maintenance agreements);
21. Physical building security system (including any on-going system/software Maintenance agreements);
22. Janitorial services;
23. Trash pickup;
24. Building Maintenance and
25. Additional buildout and provision of items above to support growth.

Contractor – All items below shall be provided within the Implementation and Operations and Maintenance Phases pricing.

1. Desktop computer environments;
2. All phone systems (internal operations and direct customer support);
3. Desktop computer environments and phone systems for two (2) permanent Authority personnel;
4. All printers (personal and group);
5. All copiers (personal and group);

6. All scanners (handheld, paper, personal and group);
7. Desktop computer environments and phone systems for an additional three (3) Authority-designated oversight personnel during mobilization of the Facility and during Operational and Acceptance Testing;
8. All training room desktop computer environments and Equipment, including presentation screens;
9. All network Equipment (routers, firewalls, switches, hubs, gateways, etc.);
10. Responsibilities as described in Volume II, Section 1.1.1.8 Network, Communications, Telephony, Security and Surveillance;
11. All consumables;
12. Paper shredding services;
13. Point of contact and management of all OCTA provided building Maintenance, power and generator Maintenance or servicing, trash pickup and janitorial services;
14. Point of contact and coordination of any additional buildout to support growth (at no additional labor costs to the Authority);
15. Physical human security as deemed necessary by the Contractor;
16. Receptionist or Walk-in Center greeter as deemed necessary by the Contractor and
17. Provision of items above to support growth.

1.5. Back Office Systems and CSC Operations Statement of Work

In this Request for Proposals (RFP), the Authority is requesting written technical and Price Proposals from qualified proposing contractors ("Offerors") interested in providing BOS and CSC Operations. The Project includes the design, development, testing, installation, operations and Maintenance of a complete and integrated BOS and CSC Operations that meets the needs of OCTA as specified in the Scope of Work and Requirements.

The BOS functionality which shall be provided, implemented, operated and maintained by the Contractor include but are not limited to the following:

- Account management;
- Self-Service Website;
- Self-Service Mobile Application (Phase II and optional);
- Customer communications and Notifications;
- Case management;
- Payment processing;
- Transponder inventory management;
- Financial management, reconciliation and settlement;
- Initial CSC-based collections;
- Collections Placements;
- Printing and mailing;
- Violation processing;
- Vehicle Registration Hold processing;
- Post-contact customer satisfaction surveys;
- Searches and reporting;
- Data warehouse (Phase II and optional);
- BOS and CSC performance monitoring and reporting;
- Interfaces to all Third-Party Service Providers and
- Interface monitoring and reconciliation.

BOS Hardware, systems and services which shall be provided, implemented, operated and maintained by the Contractor include but are not limited to the following:

- BOS production environment;
- Multiple supporting computing environments;
- Desktop Environments;
- CSC Equipment;
- Customer contact systems;
- Automatic Call Distribution (ACD), Interactive Voice Response (IVR) and telephony systems;
- Network Equipment;
- Network and systems monitoring systems;
- Data center and other identified Equipment;
- Disaster Recovery (DR) and Business Continuity systems;
- Training systems and
- Capability to support work-at-home CSRs and operations and in accordance with the Approved Disaster Recovery and Business Continuity Plans. For example, during an event similar to the COVID-19 outbreak.

Third-Party Service Providers which shall be provided and managed by the Contractor include but are not limited to the following:

- Collections Agencies - two (2);
- Registered Owner Identification (ROV) Lookup Provider;
- Print/Mail House Service Provider (optional at Contractor's discretion);
- Lockbox Service Provider (optional at Contractor's discretion);
- Customer Satisfaction Survey Provider Subcontractor;
- Payment Card Industry (PCI) Qualified Security Assessor Services (or qualified Internal Security Assessor (ISA));
- Merchant Service Providers - two (2) and
- Off-Site Data Storage Provider.

1.5.1. Contractor Implementation Phase Responsibilities

During the BOS and CSC Operations Implementation Phase (from Effective Date until Go-Live of the BOS and CSC Operations) the Contractor shall be responsible for the following, including but not limited to:

- Implementation of BOS server environment at Contractor provided location;
- Design inputs to the new I-405 CSC Facility;
- Support of I-405 BOS access from the current OCTA Store WIC;
- Staffing of all BOS support and CSC Operations;
- Operational planning and mobilization;
- BOS implementation and testing;
- Facilitation and participation in meetings and coordination with the Authority, the ETTM System Contractor and existing and new Third-Party Service Providers;
- Coordination, planning and testing with all Third-Party Service Providers;
- Contractor required additional build-out/fit-out of the Authority-provided Facilities;
- Provision of all additional Contractor required furniture and furnishing required for the CSC;
- Provision of all required CSC office Equipment;
- Development of all plans and documentation described herein;
- Development of all CSC standard operational procedures (SOPs);

- Compliance with all Security Standards;
- Compliance with all Approved plans;
- Development of all training material;
- Conducting training of all Contractor and Authority's staff;
- Learning and adhering to the Authority's processes, procedures, Business Rules and policies relative to Express Lanes operations and financial administration;
- Establishing direct processor agreements with California and other state DMVs;
- Operational Readiness Demonstration and
- Numerous other coordination, planning and preparation activities.

1.5.2. Contractor Operations and Maintenance Phase Services

After commencement of CSC Operations (the "Operations and Maintenance Phase"), the Contractor's Operational responsibilities include but are not limited to:

- Operational activities related to the functional use of the BOS:
 - Account establishment, Maintenance and closures;
 - Customer service, including Violation-related activities, via phone, mail, email, fax, text messaging, chat and in-person;
 - Provision of customer support for problems with customer interfaces;
 - Payment and refund processing;
 - Credit Card processing, including authorizations, refunds and reconciliation;
 - Production of all customer Notifications;
 - Inbound and outbound mail processing;
 - Sending e-blasts to customers through the email system at the direction of the Authority;
 - Return mail processing;
 - Violation payment processing;
 - Case creations and management;
 - Document imaging of incoming work (such as, customer communications) and outgoing work (such as, scanning checks before deposit);
 - Use of skip tracing services to acquire updated mailing addresses;
 - Transponder inventory management, including customer order Fulfillment support, transponder recall and recycling;
 - Customer dispute processing;
 - Coordination and support with resolution of disputed tolls and other issues with Interoperable Agencies;
 - Initial CSC-based collections;
 - Coordination with Collection Agency(ies) pursuing payment of debts owed by individuals or businesses, including payment processing and reporting;
 - Coordination with the DMV(s) for registration suspensions and/or holds, as well as releases once tolls, fees, and other charges are paid;
 - California Franchise Tax Board Tax Intercept support;
 - Bankruptcy support and associated account updates;
 - Investigative Review and hearing support;
 - Financial management and reporting;
 - Reporting for CTOC and the Western Regional Hub;
 - All transaction and financial reconciliation activities;
 - All Interface reconciliation activities;
 - Compliance with all Security Standards;
 - BOS performance management and reporting;

- CSC staff and process performance monitoring and reporting;
 - Adding/removing/modifying users in the BOS and modifying the user-Configurable elements of the telephony system such as call queue routing and message on-hold selections and
 - Toll adjustment implementation.
- Operational activities not directly related to functional use of the BOS:
 - Complete BOS operations and Maintenance and monitoring of all processes and interfaces;
 - Complete network and systems security monitoring and resolution of issues;
 - Compliance with all Security Standards;
 - Compliance with all Security Standards while operating with at-home agents, if required;
 - Complete PCI compliance, monitoring and resolution of issues;
 - Disaster Recovery (DR) and Business Continuity management;
 - Complete BOS Maintenance and Software Support Services;
 - Enhancement and upgrades to the BOS per the Requirements;
 - Enhancements to the BOS at Authority's direction;
 - Onsite technical support for Contractor's staff and Authority's staff;
 - Monitoring and optimization of Registered Owner of Vehicle (ROV) identification processes;
 - Monitoring of incoming and outgoing mail services, including address correction and update;
 - CSC customer service staffing and operational management;
 - CSC Work processing and management;
 - CSC Facility Maintenance not covered by the Authority;
 - On-going recruitment and management of the personnel required to operate the CSC and meet the Requirements of this Agreement;
 - On-going training of all Contractor staff and Authority's staff;
 - Physical security of the operations Facilities, funds, personnel, and Equipment;
 - Payment Card Industry Data Security Standards (PCI DSS) compliance;
 - Provision of audit(s) performed by an independent Qualified Security Assessor or qualified Internal Security Assessor (ISA);
 - Compliance with all National Automated Clearing House Association (NACHA) requirements;
 - Support for the Authority's audits of BOS and CSC Operations;
 - Management of Customer Satisfaction Survey information;
 - Production and distribution of customer materials;
 - Distribution of transponders, mounting strips;
 - Distribution of non-BOS generated customer notifications by mail;
 - Annual SSAE 18 Type II performed by independent auditor;
 - Paper document storage (at I-405 CSC) and destruction and records management;
 - Quality Control (QC) and Quality Assurance (QA) activities for the CSC;
 - Quality review of BOS-generated notifications;
 - Quality review of image processing using the ETTM System-provided tool;
 - Assist with internal/external audits;
 - Assist with data collections/analysis stemming from litigation and
 - Assist with insurance/risk management activities.

1.6. Phase II Services

The following services shall be included in Phase II of the Work which will commence after the BOS Acceptance. Optional items are at the Authority's discretion to implement:

- Self-Service Mobile Application (Phase II and optional);
- Data warehouse and data analytics/business intelligence (Phase II and optional) and
- Collection Agencies direct access to BOS.

1.7. Future Functionality

The following functionality shall not be assumed for the base Agreement, but should be considered as potential future functionality:

- Occupancy Detection System (ODS) integration;
- Integration with Money Services Provider;
- Customer invoicing prior to the Violation process and
- Adherence to national Interoperability.

1.8. Services Not Included

The services procured under this Agreement *does not* include:

- ETTM Systems;
- Trip building;
- Image review services for the purpose of trip building (QA/QC reviews are required) and
- Provision of retail transponder distribution provider.

1.9. Pass Through Costs

The following items and Services shall be provided by the Contractor, with costs passed through to the Authority via invoice:

- Postage (not including any efforts, mail-house costs or other costs required to obtain the postage rate);
- Skip-Tracing and
- Facilities related incidental costs as directed and Approved by the Authority.

1.10. Direct Payment Items

The following items and services shall be entered into the Authority's accounts payable weekly batch by the Contractor for direct payment from the Authority to the vendor and not the paid for by the Contractor:

- Welcome/transponder kits;
- Transponder shipping supplies/materials including envelopes, sealing wafers, special inserts, and stickers;
- Transponder readers and programmers, if pre-approved by the Authority;
- Domain names and Uniform Resource Locators (URLs). Does not include any related software or licenses related to security and/or encryption (for example, secure socket layer certificates) and
- Other items as determined solely by the Authority.

Exhibit B

Volume I: Project Management and Controls

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1. PROJECT MANAGEMENT

1.1. Project Management and Control

The Project is divided into two overlapping phases: The Implementation Phase (from Effective Date until BOS Acceptance) and the Operations and Maintenance Phase (after commencement of CSC Operations through the end of the Agreement).

1	The Contractor shall provide all management, supervisory, financial and operations staff, including qualified management, professional, technical and clerical personnel, to professionally design and implement the BOS and operate and administer the Authority's operations in a manner that meets all required performance criteria. The Contractor shall put in place the organizational structure and staffing required to meet these Requirements.
2	The Contractor shall perform and provide all services in accordance with all applicable laws, rules, regulations, ordinances and in compliance with all applicable Authority policies. All Plans and procedures prepared by the Contractor shall be Approved by the Authority, as set forth in these Requirements.

1.2. Project Management Plan (PMP)

The Contractor shall develop and employ a Project Management Plan (PMP) in accordance with Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) latest edition that is sufficiently detailed to enable the Authority to review and confirm that the Contractor has the necessary management, staff and controls in place to meet the Agreement Requirements

The PMP describes how the Contractor shall deliver, implement and manage the Project, including staffing, scheduling and communication procedures for controlling all correspondence, Submittals and other communications between the Contractor and the Authority, as well as communications with other third-party entities. The PMP shall be in accordance with system engineering methodology wherever applicable.

3	<p>The PMP shall include, but is not limited to:</p> <ul style="list-style-type: none"> • Project scope and key Deliverables, tracked using a numbered Contract Deliverables Requirements List (CDRL); • a description of the staff management and organization of the Project; an organization chart; identification of Key Team Personnel and their associated responsibilities, and identification of the resources to be used in fulfilling the Requirements; • a description of Project planning, documenting and reporting methods to be utilized, both for use within the Contractor's staff and externally with the Authority; • approach to issue management, including communication, escalation and resolution of Project issues with the Authority; • approach to communication management, including meeting schedules and team meetings;
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	<ul style="list-style-type: none"> • the format of the Implementation Phase monthly progress report; • inclusion of the Approved Baseline Implementation Schedule; • a description of the process for reporting and tracking the Approved Baseline Implementation Schedule and Project performance; • approach to change control management, consistent with Agreement Requirements, including a description of the process for documenting and submitting change requests, the Approval process and how the change control management approach will be integrated into day-to-day Project management; • process for resolution if a change request scope and cost proposal is rejected by the Authority; • approach to document control, including utilizing the Contractor-provided Electronic Document Management System (EDMS) that is accessible to the Project team by username and password (the Authority shall have the capability to download documents using this Software); • approach to risk management, including communication, escalation and resolution of Project risks with the Authority; • approach to Quality Assurance and Quality Control; • approach to Subcontractor management, including how issues with Subcontractors will be resolved in a timely manner; • approach to procurement management which adheres to the Authority's policies; • approach to operational readiness including a Go-Live check list; • documenting the invoice submission; invoice backup information; verification, and Approval process; • a section with all Approved Project forms; • approach to Project closeout and • an emergency contact list.
4	The Contractor shall provide as a part of the PMP and then maintain both a Contractor and Authority contact list. The contact list shall include all Implementation Phase Key Team Personnel and backups, personnel title and areas of Project participation. The list will be superseded by Operations and Maintenance Phase documentation and processes.
5	The Contractor shall develop and submit the PMP to the Authority within ten (10) Business Days of the Agreement's Effective Date for review and Approval.
6	The Contractor shall identify the tools and products used to manage the Project and the internal controls instituted by the Contractor to guarantee successful delivery of the Project.

7	<p>The Contractor shall develop and submit communications procedures to the Authority for review and Approval that address the following, including but not limited to:</p> <ul style="list-style-type: none"> • Correspondence – all correspondence shall be identified as to originator and designated receiver and contain the Agreement name and number; • Document control – tracking of document versions and changes; • Invoices – all invoices shall be submitted with accompanying backup information as required by the Agreement and consistent with the Authority process and invoicing and auditing policies. The Contractor shall work with the Authority to develop the appropriate invoice and back-up materials as a part of the PMP development. Contractor shall address costs that are netted out from the Contactor’s toll revenue payment to the Authority, for example credit card fees and collections fees and • Submittals – all Submittals shall be delivered as an enclosure to the Contractor's submittal letter. Each Submittal letter shall be limited to a single subject or item. The Contractor's letter shall identify the Agreement number, Agreement name and subject of the Submittal, CDRL name if applicable, and the version number.
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1.3. Coordination

1.3.1. Coordination with ETTM System Contractor

The Contractor shall work with the ETTM System Contractor in the design, implementation and operations of the BOS as well as the management and operation of the CSC. The ETTM System Contractor is responsible for around-the-clock monitoring of the ETTM System and support of operations and operational staff with respect to the ETTM System. The Contractor shall nonetheless be responsible for the timely reporting of any issues or failures it has identified related to the ETTM System to both the ETTM System Contractor and the Authority, and for cooperating with the ETTM System Contractor to resolve the issues as expeditiously as possible.

8	The Contractor shall report any observed ETTM System anomalies and errors to the ETTM System Contractor via Cases; the Contractor shall track these issues through to timely resolution in coordination with the ETTM System Contractor.
9	The Contractor shall select the appropriate priority level or level of urgency when reporting ETTM System errors to the ETTM System Contractor based on the levels identified in the Operations Plan. The Contractor shall make best efforts to ensure that critical and high-priority items are quickly and effectively communicated to the ETTM System Contractor within a time period agreed-to in the Operations Plan.
10	The Contractor shall notify the Authority of all issues and errors identified in the Operations Plan as requiring simultaneous notification to the Authority.
11	The Contractor shall participate in Coordination and Status meetings with the Authority and the ETTM System Contractor.
12	The Contractor shall participate in other meetings with the Authority and the ETTM System Contractor.

1.3.2. Cooperation with Other Contractors and Providers

13	The Contractor shall cooperate to the fullest extent with other contractors, the Authority, and Third-Party Service Providers to ensure the BOS Implementation and Operations and Maintenance Phase activities do not conflict with, have any detrimental effect, or cause any interruption in capability or service or safety issues to the traveling public, customers, the Authority, other OCTA BOS and CSC Operations or existing OCTA operations.
14	<p>The Contractor shall cooperate to the fullest extent with external parties in accordance with the terms and conditions of the Agreement, including but not limited to:</p> <ul style="list-style-type: none"> • employees of the Authority; • designated representatives of the Authority; • Authority legal counsel; • other Interoperable Agencies, states and parties, as directed by the Authority; • all entities that directly access the BOS; • all entities that use or require output from the BOS; • law enforcement; • auditors and • All Third-Party Service Providers.
15	The Contractor shall cooperate with and immediately notify the Authority (via Authority - provided distribution list) regarding any issues with or customer complaints related to the BOS or ETTM System that come to Contractor's attention during the course of the Implementation Phase, testing or during the Operations and Maintenance Phase.

1.4. Project Meetings

The Contractor is required to facilitate (plan, lead, coordinate, and report on) or participate in both regularly scheduled and ad-hoc meetings during the course of the Project.

16	<p>The Contractor shall set up, facilitate and participate in meetings during the Implementation Phase, including but not limited to:</p> <ul style="list-style-type: none"> • Project reporting and progress meeting (monthly); • Change Control Board meetings (as required, but no less than every two weeks or per the Project Management Plan); • installation coordination meetings (weekly during specific Implementation Phase timeframe) and • Various workshops, comment review and BOS design meetings as required.
17	The Contractor shall set up, facilitate and participate in meetings during the Operations and Maintenance Phase, including but not limited to:

	<ul style="list-style-type: none"> • Weekly project status meetings;
	<ul style="list-style-type: none"> • Ad-hoc meetings (as needed);
	<ul style="list-style-type: none"> • Change Control Board meetings (as needed);
	<ul style="list-style-type: none"> • CSC Operations performance review and operational status meetings (to include review of performance relative to the Performance Measures, Customer Satisfaction Surveys, training schedule, identified BOS issues and other relevant findings);
	<ul style="list-style-type: none"> • BOS performance review and operational status meetings (to include review of performance relative to the Performance Measures, training schedule, Upgrades and Enhancements list, bug list and general status updates) and
	<ul style="list-style-type: none"> • Operations and Maintenance Phase meetings shall be structured and scheduled per the Approved Maintenance Plan.
18	The Contractor shall provide and maintain a schedule for all meetings which it leads.
19	All meeting locations shall be designated by the Authority.
20	No less than three (3) Business Days prior to meetings which it leads, the Contractor shall provide a meeting agenda that the Authority can comment on and the Contractor shall then update.
21	No more than three (3) Business Days after meetings it leads, the Contractor shall submit draft meeting minutes for the Authority's review, which capture the summary of the discussions. No more than two (2) Business Days after receiving the Authority's comments to the meeting minutes, the Contractor shall submit updated meeting minutes for the Authority's review. This process shall continue until the meeting minutes are Approved.

1.4.1. Project Reporting and Progress Meetings During Implementation Phase

Bi-weekly Project reports and progress meetings shall enable the Authority and the Contractor to monitor the status, progress and quality of the Work performed on the Project and to take proactive steps to ensure successful delivery of the Project.

22	The calendar for meeting days shall be scheduled by the Contractor following the Agreement's Effective Date.
23	With the meeting agenda submission, the Contractor shall submit a progress report to the Authority. The Authority may review and comment on the progress report prior to the meeting and the Contractor shall update accordingly.
24	The format of the progress report shall be agreed upon as one of the initial Project tasks upon the Agreement's Effective Date and shall be incorporated by the Contractor into the PMP.
25	The Contractor shall manage, facilitate and conduct the meetings in accordance with the agreed to format.

26	The progress report includes but is not limited to:
	<ul style="list-style-type: none"> • a summary, outlining progress, status and percentage of Work performed for each task, as compared to planned activities in the Approved Baseline Implementation Schedule. Comments shall be included where appropriate. The summary should be a dashboard-style report and shall identify status of key milestones;
	<ul style="list-style-type: none"> • an analysis of all critical path tasks, potential risks associated with the tasks and proposed contingency/work around plans to circumvent or mitigate delays to the Project;
	<ul style="list-style-type: none"> • identification of any Approved changes to Approved milestone dates and Approved Baseline Implementation Schedule, clearly noting the details and identifying the Agreement Change;
	<ul style="list-style-type: none"> • a discussion of schedule compliance and an updated Baseline Implementation Schedule showing current status against the baseline Approved Baseline Implementation Schedule;
	<ul style="list-style-type: none"> • a risk log that tracks the status of all outstanding risks that need decision/resolution;
	<ul style="list-style-type: none"> • an updated action items list that tracks the status of all outstanding Deliverables, activities and issues that need decision/resolution;
	<ul style="list-style-type: none"> • open invoices, if applicable;
	<ul style="list-style-type: none"> • a list of Approved and pending change requests (Contractor and Authority -initiated) and their status;
	<ul style="list-style-type: none"> • the previous meeting final minutes and
	<ul style="list-style-type: none"> • a six (6) week look-ahead schedule.

1.5. Quality Assurance Program

The Contractor shall establish an effective Quality Assurance (QA) program to ensure compliance with the Agreement. This QA program shall detail the process and procedures instituted by the Contractor to ensure the QA program is in place.

27	The Contractor shall establish an effective QA program that ensures adequate quality throughout all areas of Agreement performance.
28	All systems and services under this Agreement, whether performed within the Contractor's facilities or at any other source, shall be managed by the Contractor at all points necessary to ensure conformance to the Requirements of the Agreement.
29	The QA program shall provide for the prevention and early detection of discrepancies and for timely and positive corrective action.
30	The QA program shall include effective Quality Control of purchased services and materials and subcontracted Work.

31	The Contractor shall make evidence of quality conformance readily available to the Authority, and the Authority shall have the right to review and verify the Contractor's compliance to the process. For the Implementation Phase, evidence includes documentation of adherence to testing procedures and achieving expected test results and for the Operations and Maintenance Phase, evidence includes the Monthly Operations Report, results of quality audits and system reports.
32	The Contractor's Quality Assurance Manager shall lead the team of Contractor's staff to meet all the Requirements related to quality and to assure the Authority that the Work of the Contractor is in accordance with the Quality Plan as defined in Section 4.2.1.

1.5.1. Control of Purchase

33	The Contractor shall be responsible for ensuring all systems, supplies, components, developmental tools, assemblies, subassemblies and services procured from Subcontractors, Third-Party Service Providers conform to the Requirements and the Agreement.
34	The Contractor shall establish procedures for the selection of Third-Party Service Providers in accordance with the Agreement. The Contractor shall ensure the Subcontractors, Third-Party Service Providers control the quality of the supplies and services provided.
35	The Contractor shall provide all procurement documents to the Authority upon request.

1.5.2. Visits to Contractor's Facilities

36	The Authority reserves the right to both unannounced and scheduled visits to all Contractor's facilities and all areas of those facilities where Software development/support and services related to the BOS and CSC Operations are performed.
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1.6. Baseline Implementation Schedule and Contract Deliverables Requirements List (CDRL)

The Approved Baseline Implementation Schedule (also referred to as "the Schedule" below) is a comprehensive list of Project milestones, activities and Deliverables, with planned start and finish dates, including a detailed Work Breakdown Structure (WBS) that identifies Project tasks down to the Work package level and the activities required to complete the Work package Deliverables. The Contract Deliverables Requirement List (CDRL) (Section 10) is used with the schedule to track the Project Deliverables.

37	The Contractor shall provide and maintain a detailed Baseline Implementation Schedule in Microsoft Project format (Project 2016 or above and include backward compatibility with earlier versions as required by the Authority) that lists all Project activities, tasks and sub-tasks, and sub-phases including but not limited to:
	<ul style="list-style-type: none"> • staffing;

	<ul style="list-style-type: none"> • key intersection points/dependencies with the ETTM System Contractor:
	<ul style="list-style-type: none"> • document development;
	<ul style="list-style-type: none"> • any required improvements to CSC and WIC Sites;
	<ul style="list-style-type: none"> • fit-out/installation (including communications infrastructure installation) at CSC and WIC facilities;
	<ul style="list-style-type: none"> • training;
	<ul style="list-style-type: none"> • mobilization;
	<ul style="list-style-type: none"> • BOS and operations Go-Live and
	<ul style="list-style-type: none"> • all ongoing Project activities throughout the Implementation Phase, such as scheduled meetings and their frequency/periodicity.
38	The Schedule shall include the milestone dates shown in RFP Exhibit C as modified and Approved per the Agreement.
39	The Schedule shall also include coordination activities with the Authority, other contractors, and all Third-Party Service Providers and shall clearly document all coordination tasks.
40	Upon Approval of the Baseline Implementation Schedule by the Authority, the schedule shall become the Approved Baseline Implementation Schedule.
41	The Schedule shall identify all milestones and tasks, starting with the Agreement's Effective Date through the BOS Acceptance.
42	The Schedule shall be resource loaded, shall include all draft submissions and review cycles and shall include all tasks required of the Authority. All Authority tasks and durations shall be clearly highlighted and differentiated from Contractor tasks.
43	The Schedule shall identify all critical path tasks and shall be used to manage the Project.
44	Once the Baseline Implementation Schedule is Approved, the Contractor shall update progress against the Approved Baseline Implementation Schedule on a monthly basis, showing percent complete for all Project tasks and identifying actual start and finish dates against the Approved Baseline Implementation Schedule.
45	The Contractor shall use the Approved Baseline Implementation Schedule throughout the duration of the Project and shall notify the Authority of any anticipated schedule changes along with a plan for mitigating them, if applicable.
46	The Contractor shall obtain Approval from the Authority for all changes to the Approved Baseline Implementation Schedule. No revisions shall be considered Approved or accepted without this Approval in writing.

47	In parallel and concurrent with the Schedule, the Contractor shall report and track the status of all Contractor Deliverables via a separate CDRL that lists delivery dates (planned and actual), review cycles, workshops (if applicable), comment review meetings and Approval dates.
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2. STAFFING AND KEY TEAM PERSONNEL

The Contractor is responsible for maintaining and assigning a sufficient number of competent and qualified professionals to meet the Requirements of the Agreement in accordance with the Approved Baseline Implementation Schedule.

2.1. General Staffing Requirements

48	The Contractor shall provide staff at all times sufficient to meet the Project Requirements.
49	The Contractor shall provide all staff and services to professionally operate the CSC and provide professional customer service in accordance with the procedures and policies documented in the Operations Plan, SOPs, and the Requirements. Staff shall include all management, supervisory, financial, technical, and operations personnel.
50	The Contractor shall ensure Key Team Personnel are readily accessible to the Authority during the Implementation and Operations and Maintenance Phases.
51	The Contractor shall submit replacement requests for Key Team Personnel to the Authority for review and Approval prior to replacement of an individual. Key Team Personnel shall not be replaced without the prior Approval of the Authority as to the replacement.
52	The Authority shall have the right to request replacement of any Contractor personnel in accordance with the terms and conditions of the Agreement.
53	The Contractor shall replace Key Team Personnel immediately with an acting replacement after the position is empty. Failure to promptly replace open Key Team Personnel positions with a full-time replacement shall result in penalties as described within the Agreement and/or Performance Measures.
54	The Contractor shall provide a staffing plan for the Operations and Maintenance Phase ninety (90) days before Go-Live.
55	The Contractor shall ensure all personnel are trained and conduct themselves in a professional manner that is based upon the best practices of customer service. The Contractor's employee code of conduct shall be included in the Operations Plan.
56	The Contractor shall provide, update and maintain a complete organizational chart during both the Implementation Phase and Operations and Maintenance Phases and provide to the Authority upon request.

2.2. Key Team Personnel

57	The Contractor shall provide the following Key Team Personnel for this Project, shown Table 2-1: Key Team Personnel, subject to the Approval of the Authority. The list in Table 2-1 is not an exhaustive list of key personnel, but the minimum required Key Team Personnel to be included in the Contractor's organizational structure.
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58	The Contractor shall attempt to fill Key Team Personnel positions with the minimum experience provided in Table 2-1: Key Team Personnel. The Authority will use the experience levels provided in assessing and Approving Key Team Personnel.
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Table 2-1: Key Team Personnel

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Project Principal – responsible for the oversight of the Project Manager and a point of contact for any escalated Project issues that cannot be resolved by the Project Manager.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Full-time employee of the Contractor or its parent company for at least one (1) year at the time of Proposal submission • Ten (10) years’ experience in the toll industry • Five (5) years of senior management responsibility for major toll projects • Senior management responsibility for at least one (1) project of \$25 million or more in value 	X	X	As requested by the Authority	As needed from the Agreement’s Effective Date
<p>Project Manager (Implementation Phase) – shall be Contractor’s day-to-day contact person for all Project matters and shall be responsible for the overall management and delivery of the Work.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience as a Project Manager in the toll industry or other related customer service operations environment • Project Manager for at least one (1) tolling Back Office System deployment • Project Manager for at least one (1) project of \$10 million or more in value • Project management certification such as PMP is desired 	X		For all status meetings, workshops and reviews 100% on-site from the beginning of On-site Installation and Commissioning Testing through BOS Acceptance	100% from Agreement’s Effective Date

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Project Manager (Operations and Maintenance Phase) – shall be Contractor’s day-to-day contact person for all CSC Operations matters and shall be responsible for the overall management and delivery of the CSC-related Work.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience in the toll industry or other related customer service operations environment • Project Manager for at least one (1) tolling CSC Operation • Project Manager for at least one (1) project of \$10 million or more annually 		X	<p>For all status meetings, workshops and reviews</p> <p>100% on-site from six months prior to Go-Live to end of Agreement</p>	100%
<p>Deputy Project Manager – supports the Project Manager in delivery of the services and stands-in for the Project Manager as needed.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Three (3) years’ experience in the toll industry or other related customer service operations environment • Three (3) years’ experience in project management 	X		<p>For all status meetings, workshops and reviews</p> <p>100% on-site from the beginning of On-site Installation and Commissioning Testing through BOS Acceptance</p>	100% from the Agreement’s Effective Date
<p>Quality Assurance Manager – assures consistent quality throughout the design, development, testing and installation of the BOS and the planning and implementation of the CSC Operations per the Quality Assurance plan. Ensures consistent quality during the Operations and Maintenance Phase per the Quality Assurance plan. Oversees development, implementation</p>	X		<p>For all QA related meetings and workshops and activities.</p> <p>For all formal testing and from Go-Live through BOS Acceptance.</p>	50%

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>and ongoing management of the Quality Assurance Plan and all other quality related documentation.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years as Quality Assurance Manager on projects of a similar scope to the services on this Project • Three (3) years of experience in toll BOS and CSC Operations • Two (2) years of experience in Quality Assurance • Specialized training and/or certification in quality management 		X	100%	100%
<p>Software Development Manager – responsible for the Software and database design, integration and implementation, on-going resolution of Software bugs and development of new functionality.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Experience with technical management of a Software development project of a similar scope to this Project • Three (3) years' experience as Software development lead • Eight (8) years' experience in Software development • Served as the Software Development Manager for at least one (1) project of similar scope to the BOS provided on this Project. 	X		<p>For all Software and functionally related meetings and workshops.</p> <p>All formal testing through BOS Acceptance.</p>	100%
		X	<p>For all Software-related functionality, upgrades and enhancements meetings and workshops.</p> <p>For all Software performance and bug related meetings.</p>	As required

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>Technology Manager – responsible for management of overall BOS design, security (including PCI and PII), network and BOS implementation.</p> <ul style="list-style-type: none"> • Ten (10) years’ experience with system design and implementation • Ten (10) years’ experience with systems security for systems which include credit card processing • Direct project experience using the proposed solution • Experience with BOS design and implementation of a similar scope to the systems provided on this Project 	X		<p>For all BOS design related meetings and workshops and comment resolution meetings.</p> <p>From Go-Live through BOS Acceptance.</p>	50%
		X	<p>For all BOS-related functionality, Upgrades and enhancements meetings and workshops.</p> <p>For all BOS performance related meetings.</p>	As required
<p>Mobilization and Facility Coordination Manager – responsible for the overall planning, implementation and monitoring of the BOS and CSC Operations mobilization, as well as the coordination of all CSC facility design inputs and scheduling.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience with customer service operations, mobilization and CSC facility design. • Has performed similar role in at least one (1) mobilization project of similar scope. 	X		<p>For all facility and mobilization related meetings and workshops and comment resolution meetings</p>	100% during mobilization and through Go-Live until BOS is stable

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<p>On-site Installation Manager – responsible for the physical installation and all required testing of the on-site BOS, including all systems installed in Authority’s facilities.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience with technology implementations and installations • Experience with the installation and configuration of systems and networks of a similar scope to the systems provided on this Project 	X		For all BOS installation meetings and workshops	100% during installation and through Go-Live until BOS is stable
<p>On-site Technology and Support Manager – responsible for onsite technical and desktop support of CSC, Authority and Third-Party Service Providers staff.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> • Five (5) years’ experience with systems, networks and end-user support • Experience with proposed BOS solution 	X		For all BOS support and administration meetings and workshops. 100% from beginning of on-site BOS installation through Go-Live	As required
		X	100%	100%
<p>CSC Operations Manager – responsible for participating in all operations planning and the on-going CSC Operations throughout the Operations and Maintenance Phase.</p> <p>Should meet or exceed the following:</p>	X		For all CSC Operations related meetings and workshops. 100% from a minimum of three (3) months prior to Go-Live	As required

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
<ul style="list-style-type: none"> Five (5) years' experience with CSC management of a similar scope to this Project Three (3) years' experience in toll industry customer service Three (3) years' experience in collections Experience with multi-channel customer contact center and systems 		X	100%	100%
<p>Violations Processing Manager – responsible for participating in all operations planning and the on-going CSC Operations throughout the Operations and Maintenance Phase.</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> Three (3) years' experience with toll violations processing Three (3) years' experience with California tolling statutes 	X		For all CSC Violation processing and CSC Operations related meetings and workshops. 100% from a minimum of three (3) months prior to Go-Live	As required
		X		100%
<p>Finance Manager - ensures the BOS and CSC Operations operates in accordance with Generally Accepted Accounting Principles (GAAP) – shall be a Certified Public Accountant (CPA)</p> <p>Should meet or exceed the following:</p> <ul style="list-style-type: none"> Bachelor's degree in accounting or related field Five (5) years of financial and accounting experience, including management or leadership position (e.g. Accounting Manager, Sr. Accountant, Accounting Lead) 	X		For all finance and reconciliation related meetings and workshops. For all formal testing of financial reconciliation and reporting. 100% from Go-Live through BOS Acceptance.	As required

KEY TEAM PERSONNEL	Responsibilities		Dedication	
	Implementation Phase	Operations and Maintenance Phase	Time On-site	Dedication %
overseeing accounting operations in a GAAP compliant, high-volume, transaction/trip processing environment performing revenue management, process audits and similar functions <ul style="list-style-type: none"> • Experience with proposed BOS solution preferred • Ability to package and present quantitative data effectively 		X	100%	100%

2.3. Other Required Personnel

In addition to the Key Team Personnel list in Section 2.2, the Contractor must provide adequate staff to perform the Requirements. This includes, but is not limited to, the following dedicated staff:

- Human Resources Manager;
- Training Manager;
- Desktop Support Personnel and
- Data Analytics Specialist.

59	The Contractor shall provide a Human Resources Manager, with at least five (5) years' experience as a Human Resource Manager on projects of a similar scope to this Project, responsible for all Project personnel. Responsible for human resources management during the Operations and Maintenance Phase.
60	The Contractor shall provide a Training Manager, with at least five (5) years' experience in customer service, responsible for providing assessments, planning, developing, delivering and evaluating employee training.
61	The Contractor shall provide On-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.
62	The Contractor shall provide a Data Analytics Specialist for the duration of the Agreement to assist the Authority in formatting queries and running analytics reports on its behalf.

2.4. Staff Selection Requirements

The Contractor shall screen all candidates for potential employment at the CSC. Screening and the subsequent decision to hire shall be based upon fair, equitable and job-related criteria. Additional screening may be required for the Contractor's operation's staff prior to promotion or transfer to job roles with increased access to sensitive or critical information.

The level of background investigation required shall be dependent upon job function (for example, a receptionist who has limited access to customer and financial information shall require a lower level of investigation than a clerk in the finance department who may have access to customer and financial information).

63	All Contractor employees shall undergo screening, including but is not limited to:
	<ul style="list-style-type: none"> • business/personal references; • illegal substance screening; • past employment history; • education verification;

	<ul style="list-style-type: none"> • financial credit history;
	<ul style="list-style-type: none"> • professional license and certification verification;
	<ul style="list-style-type: none"> • military service verification;
	<ul style="list-style-type: none"> • criminal records including misdemeanor and felony convictions and
	<ul style="list-style-type: none"> • I-9 immigration status.
64	<p>The Contractor shall comply with all applicable laws and regulations related to operating and staffing the CSC, including but not limited to:</p> <ul style="list-style-type: none"> • Americans with Disabilities Act (ADA); • Occupational Safety and Health Act (OSHA); • Equal Employment Opportunity Commission (EEOC); • Federal Fair Credit Reporting Act (FCRA); • Drivers Privacy Protection Act - 18 US Code, Section 2721 (DPPA); • California State statute regarding protection of Personal Identifying Information (PII) and • Security Standards.
65	<p>The Contractor, when conducting background investigations, shall consider and take into account the following:</p> <ul style="list-style-type: none"> • name search - married name, previous names, aliases and • investigations must be completed and reviewed by the Contractor prior to the employee beginning work.
66	<p>The Contractor shall maintain hardcopy and electronic, as applicable, backup documentation on-site for all background checks.</p>
67	<p>The Contractor shall maintain records of adjudication and hiring decisions on each candidate interviewed or considered for a position.</p>
68	<p>All staff shall understand, read, write and speak English fluently and shall be U.S. citizens or otherwise legally permitted to work in the U.S.</p>
69	<p>The Contractor shall provide for bilingual (Spanish) customer service staff to support Spanish-speaking customers who call or visit during all business hours.</p>

3. SYSTEM DEVELOPMENT AND DESIGN REQUIREMENTS

3.1. System Development Meetings and Workshops

To ensure the design Requirements for the BOS are fully understood by the Authority and the Contractor, a series of Requirements and design review steps are specified following a sequential design process. The Conformed Statement of Work Requirements Document (CSWRD) is developed in coordination with the Authority and the Contractor, upon selection of the Contractor. The CSWRD shall be the basis for the Contractor to develop a Requirements Traceability Matrix (RTM). The RTM details the Requirements in tabular format with columns that allow for verification that each of the Requirements in the CSWRD have been addressed in the design and documented in the System Detailed Design Document (SDDD) and the Master Test Plan (MTP) and its test procedures. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.

The ETTM System Contractor shall attend meetings and workshops as required and at the Authority's discretion based on the meeting content.

70	The Contractor shall establish and maintain a Software design and development program to ensure compliance with the BOS Requirements.
71	The Contractor shall employ appropriate techniques and methodologies to develop the BOS Requirements and ensure compliance with the Business Rules for the Project.
72	The Contractor shall, for all Phase II and optional (if applicable) functionality, follow the design, development and test process that mimics the Approved Implementation Phase Software design, development and testing process.
73	Prior to conducting any workshops, Requirements reviews, focus group meetings or design reviews, the Contractor shall develop all necessary documentation for the Authority to review and shall submit the documentation for review no less than ten (10) Business Days prior to such meetings.

3.2. Business Rules Workshops

The Contractor shall conduct a series of Business Rules workshops with the Authority to address the Business Rules document with any information required by the Contractor to design, develop and configure the BOS or operations related documentation and processes.

74	The Contractor shall manage, facilitate and conduct Business Rules review workshops with the Authority to discuss, update and modify the Business Rules to accommodate the implementation of the BOS and CSC Operations.
75	The Business Rules review workshops shall include Contractor and Authority staff with expertise on the current and future business operations.
76	The Contractor shall facilitate and conduct a minimum of three Business Rules workshops.
77	The workshops shall continue until the Business Rules are updated to the satisfaction of both the Contractor and the Authority.

3.3. Software Walkthroughs

The intent of the Software walkthrough is to provide transparency into the planning process for the Contractor’s Software development to ensure the Contractor is on track to deliver the Project on schedule and to obtain the Authority’s feedback on the direction of the development prior to the full rollout of the Software. Lastly it allows the Authority to observe the BOS in operation. Unlike Software detailed design reviews, these walkthroughs shall demonstrate actual transactions/trips in a test environment. As part of the walkthrough process, the Contractor shall validate all Requirements and ensure Contractor’s understanding of the Requirements.

78	The Contractor shall manage, facilitate and conduct the walkthroughs.
79	The Contractor shall conduct a series of Software walkthroughs including product demonstrations and/or planned functionality to solicit input from the Authority during the development of the BOS Software. The Contractor will segment each meeting by functional area and schedule each walkthrough meeting to align with the participants’ availability.
80	Prior to the Software walkthrough the Contractor shall provide a listing of the functionality that will be covered, high-level use cases to be demonstrated and identify all Requirements that need clarification and discussion.
81	During the Software walkthroughs, the Contractor shall outline and demonstrate how the BOS Requirements will be met. The outcome of these meetings shall be documented in a revised RTM document.
82	Prior to the Software walkthrough, the Contractor shall develop and submit high-level use cases that shall be demonstrated to the Authority for review and Approval.
83	To the extent possible, the product shall be demonstrated in an environment that allows data to flow as it will in the final integrated BOS.
84	The Software walkthrough shall demonstrate to the Authority that the Software design meets the technical and functional Requirements.
85	Comments and feedback provided during the Software walkthrough shall be documented and resolved by the Contractor and the resolution shall be Approved by the Authority.
86	The Contractor shall be responsible for identifying and correcting any Software issues or defects in its design or product that impact the Contractor’s ability to deliver a BOS that meets the Requirements. This shall apply to issues or defects found during or after Software walkthrough or in the subsequent testing and implementation. Any such changes to address these issues shall be Approved by the Authority in writing.

3.4. Reports Design Workshops

The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the BOS reports required by the Authority.

87	The Contractor shall manage, facilitate and conduct a minimum of three (3) reports design workshops.
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88	The reports design process shall be iterative, and the Contractor shall conduct multiple workshops with the Authority’s stakeholders sufficient to obtain the Authority’s informed input. The Contractor shall bring its subject matter experts (SMEs) to the workshops, including as example, BOS, operations, Maintenance and finance/accounting staff, as appropriate for the report type(s) being reviewed during the meeting.
89	SMEs must provide a means for fully explaining each report, its intended purpose, columns, fields and components and its connection with other reconciling and validating reports.
90	The Contractor shall trace the reports to the Requirements and demonstrate that all Requirements are satisfied.
91	Upon receiving feedback from the Authority, the Contractor shall develop/modify the reports and submit the updated reports for review.
92	The iterative series of workshops and demonstrations shall continue until the purpose, layout and content of all reports are Approved by the Authority.

3.5. Performance Measures Reporting Workshops

The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the Performance Measures reports.

93	Within the first three (3) months after the Agreement’s Effective Date or at another date Approved by the Authority, subject to reasonable advance notice, the Contractor shall conduct a series of Performance Measures reporting workshops with the Authority. This will allow the Contractor and the Authority to understand how the Performance Measures-related data will be captured and reported once the Operations and Maintenance Phase has commenced. During these workshops, the Contractor and the Authority shall discuss the Performance Measures and the associated reporting. These workshops shall allow the Contractor to specify and gain initial Approval (subject to formal testing) on how the Performance Measures-related data will be captured and to accurately reported during the Operations and Maintenance Phase.
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3.6. System Detailed Design Review Meetings and Workshops

Based on the RTM, Operations Plan, SOPs and Business Rules documents, the Contractor shall design the BOS and submit a preliminary design document for the Authority to review and provide comments. The Contractor shall then conduct a series of design meetings, walk-throughs and workshops with the Authority to address the comments and to create the SDDD, defining how the design shall meet the BOS Requirements. Upon the submittal of an updated SDDD another review cycle shall take place.

94	The Business Rules document, Operations Plan, SOPs, and the RTM shall be used to develop the System design and the SDDD.
95	The Contractor shall schedule design meetings with the Authority to review and fully understand the design Requirements.
96	The Contractor shall manage, facilitate and conduct the workshops and meetings.

97	The Contractor shall demonstrate pre-production working products (such as beta versions) during the design review process, and stakeholders shall be walked through the workflow, utilizing screens and data flow diagrams.
98	The Contractor shall explain how the BOS design meets the RTM, the Business Rules and the Agreement Requirements.
99	The Contractor shall conduct as many meetings, workshops, and submission review cycles as deemed necessary by the Authority to address all design issues to the Authority's satisfaction.

3.7. Use Cases Workshops

The Contractor shall conduct a series of use-case workshops with the Authority to develop use cases. The outcome of these meetings shall be a series of use-case documents that shall be used in conjunction with the Business Rules and test procedures to validate the Requirements.

100	The Contractor shall manage, facilitate and conduct a minimum of three (3) use-case workshops with the Authority to develop the use cases that shall be used in conjunction with test procedures to validate that all BOS Requirements have been met.
101	The use-cases (and associated test-cases) shall be traced against the Requirements within the RTM.
102	The iterative series of workshops and demonstrations shall continue until the above use-case Requirements are satisfied and the use cases are Approved by the Authority.

4. DOCUMENTATION

The Contractor is required to provide various documents to support the BOS development and ongoing operations and Maintenance. All documentation provided under this Agreement shall meet the Requirements described below.

An online Contractor-provided Electronic Document Management System (EDMS) will be provided for the Authority's use. The EDMS will control the saving, versioning and storage of all Project-related documents, including the Contractor's Deliverables and other operations support documentation provided by the Contractor that must be available to the Project team. The Contractor shall save all Contractor Deliverables and other support documentation to the EDMS.

4.1. Contractor-Developed Documentation Requirements

103	The Contractor shall utilize a Contractor-provided EDMS that is accessible to the Project team by username and password, to control all Project-related documents from first submission to Approval.
104	All Project documents submitted under this Agreement shall be available to all authorized Project team members using the EDMS during both the Implementation and Operations and Maintenance Phases.
105	Each document shall be properly titled, date updated, numbered by revision, revision history, and version and shall incorporate signature blocks for authorship and Approvals. The Contractor shall provide a logical indexing system for ease of access for the Authority's Approval to be used to locate documents in the EDMS.
106	The Contractor shall utilize acceptable standards agreed upon by the Contractor and the Authority when updating documents and submitting revisions.
107	All documentation submitted by the Contractor under this Agreement shall be accurate and comply with Agreement Requirements.
108	A table of contents, for all documentation that includes multiple pages and/or multiple sections, shall be submitted by the Contractor to the Authority for review and comment prior to the submission of the preliminary draft as part of the Deliverables Expectation Document. The Authority will review and provide comment on table of contents Submittals within five (5) Business Days.
109	The Deliverables Expectation Document shall include all subsections and a summary narrative for each section describing the assumptions and approach.
110	The Contractor shall submit preliminary draft and final draft documents to the Authority for review and comment, followed by 100 percent complete documents that incorporate all the Authority's review comments.
111	The Authority shall have the right to require additional interim drafts from the Contractor at no additional cost should the documentation submitted not be of adequate quality, have missing or incorrect information or if it does not satisfactorily address the Authority's review comments.

112	The Authority shall review and Approve all documents submitted. For documents containing less than 100 pages, the Authority will review and provide comment on preliminary draft documents within fifteen (15) Business Days. For documents containing at least 100 pages, the Authority will review and provide comment on preliminary draft documents within twenty-five (25) Business Days. The Authority shall review and provide comment on all final draft and final documents within ten (10) Business Days. When multiple documents are submitted to the Authority simultaneously, or within one week of each other, the number of Business Days required for review shall be doubled.
113	The Contractor shall provide a Customer Review Form (CRF) with each submitted document. The Authority shall populate the CRF and provide the Contractor with written comments on all submitted documents. The Contractor shall respond in writing to all comments through the CRF. The Contractor may schedule and conduct meetings to clarify and resolve any remaining questions and issues concerning the comments and responses provided. The Contractor shall then prepare a revised version of the document for Approval by the Authority.
114	The Contractor shall submit a hard copy and the electronic version of all Contractor developed documentation for Authority review and Approval unless otherwise directed by the Authority. Acceptable electronic formats are Microsoft Word 2016 (or higher), unsecured and indexed Portable Document Format (PDF), Excel (as appropriate) and professional CAD applications for Contractor-prepared documentation.
115	The Contractor shall update documentation as changes occur through the Implementation Phase and the Operations and Maintenance Phase. All changes shall be submitted to the Authority for Approval. The Contractor shall maintain a document Submittals list on the EDMS identifying all versions of documents, the date submitted, the nature of changes and identify what the changes are within the documentation.
116	All documentation submitted by the Contractor under this Agreement shall be the property of the Authority and shall not be marked with "Proprietary" unless agreed to by the Authority.

4.2. Documents

4.2.1. Quality Plan

The Quality Plan will include details about how the Contractor will plan and implement the QA program, how to address errors (quality-related events) and how to make improvements before an error occurs (continuous quality improvement). The Quality Plan will address all phases and Work.

117	The Contractor shall develop a CSC Operations Quality Plan that details the Contractor's QA program in a concise manner customized to this Project.
118	<p>The Quality Plan shall include the Contractor's QA approach related to overall project management and controls, including but not limited to:</p> <ul style="list-style-type: none"> • quality management and organizational structure; • project management; • project controls;

	<ul style="list-style-type: none"> • project documentation and updates and
	<ul style="list-style-type: none"> • project scheduling.
119	<p>The Quality Plan shall include the Contractor’s QA approach related to BOS design and development, operation, Software Maintenance and BOS administration, including but not limited to:</p>
	<ul style="list-style-type: none"> • overall design;
	<ul style="list-style-type: none"> • Software development, initial and on-going;
	<ul style="list-style-type: none"> • Software development standards and documentation;
	<ul style="list-style-type: none"> • testing;
	<ul style="list-style-type: none"> • adherence to Security Standards;
	<ul style="list-style-type: none"> • installation;
	<ul style="list-style-type: none"> • quality management of all BOS created customer communications and Notifications;
	<ul style="list-style-type: none"> • adherence to Performance Measures;
	<ul style="list-style-type: none"> • configuration management;
	<ul style="list-style-type: none"> • change management;
	<ul style="list-style-type: none"> • monitoring and administration and
	<ul style="list-style-type: none"> • BOS installation and operational mobilization.
120	<p>The Quality Plan shall include the Contractor’s QA approach related to CSC Operations, including but not limited to:</p>
	<ul style="list-style-type: none"> • quality management of every CSC Operations function;
	<ul style="list-style-type: none"> • ongoing Customer Satisfaction Surveying and how the tool and information will be used;
	<ul style="list-style-type: none"> • customer service quality improvements;
	<ul style="list-style-type: none"> • adherence to Security Standards;
	<ul style="list-style-type: none"> • quality management and organizational structure;
	<ul style="list-style-type: none"> • quality management documentation;
	<ul style="list-style-type: none"> • Contractor’s quarterly audit;
	<ul style="list-style-type: none"> • all State and Federal audits per the Agreement;
	<ul style="list-style-type: none"> • all required and Authority led audits;
	<ul style="list-style-type: none"> • quality review and verification;

	<ul style="list-style-type: none"> • adherence to Performance Measures and
	<ul style="list-style-type: none"> • CSC initial and on-going staffing.

4.2.2. Software Development Plan

121	<p>The Contractor shall develop and submit a Software Development Plan (SDP) that includes but is not limited to:</p> <ul style="list-style-type: none"> • documentation of the Software development approach to the application structure, behavior, architecture, business processes and data structures; • Software development organizational chart, including resources and responsibilities, such as Software developers (by area of development), system engineers, test engineers, Quality Assurance and Quality Control personnel, configuration management administrator, documentation specialists and management staff; • Software development languages, development platforms and standards; • Software development methodology, such as use cases, modeling and other development tools; • management and control of Software versioning and major releases; • description of the Software development life-cycle and Maintenance; • location and approach to segregation of development and testing environments; • development problem reporting and defect tracking; • code reviews; • internal testing methodology; • regression testing; • Software development language strategy related to both development and Software Maintenance; • development and integration approach for the major functional Modules; • detailed Software Quality Control processes; • Software documentation, standardization, review and usability; • samples of detailed Software documentation for both external and in-line documentation; • Software configuration and change management approach and standards and • Software deployment approach, release notes and validation.
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4.2.3. Requirements Traceability Matrix

The RTM provides traceability between Requirements and BOS functionality in a matrix format. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.

122	Upon completion of the BOS Requirements review process the Contractor shall deliver a RTM that details all the technical and functional Requirements for the BOS.
123	The Contractor shall develop and submit an RTM that identifies each Requirement and where it is addressed in the design documents, use cases and test cases, including but not limited to: <ul style="list-style-type: none"> • listing and multiple levels of categorization (e.g., functional, Interfaces, Modules, etc.) of all Requirements; • identification of the source of all Requirements; • identification of the design section of the SDDD that addresses the Requirement; • identification of the test procedures that address the Requirement; • Identification of the test method to validate the Requirement (e.g., via inspection, demonstration, analysis, test) and • identification of the Business Rules associated with each Requirement.
124	The RTM shall build on the specifications documented in the CSWRD and shall capture all user needs identified during the Requirements review process.
125	During the design and development of the BOS, the Contractor shall update the RTM to reflect any changes to the Requirements and Requirements tracing that have been Approved by the Authority through the Project's change control management process.
126	During design and testing, the RTM shall be used to verify the compliance to the Requirements, use cases and test cases.
127	Upon Approval of the RTM, it shall be the basis for functional verification of design, development and testing.

4.2.4. System Detailed Design Document (SDDD)

128	The Contractor shall develop and submit an SDDD that describes the design specifications of all Hardware and Software provided as part of the BOS to meet the Approved Agreement Requirements. The SDDD shall demonstrate that the Contractor understands the functional, technical and Performance Measures of the BOS and has the processes, system and Software design in place to provide a high-quality and reliable product that meets the Requirements.
129	The SDDD shall be written in accordance with the Quality Plan as defined in Section 4.2.1.

130	The SDDD shall comply with data retention Requirements set forth in the Security Standards and Section 4.2.17 Records.
131	The SDDD shall include the use of diagrams, figures and tables, and it shall apply to all required environments, Contractor-provided systems, and Software to be used by the Contractor, all Interfaces and all Third-Party Service Providers.
132	The Contractor shall work with the Authority's marketing department in developing the Self-Service Website navigation and look and feel.
133	<p>The SDDD shall include but not be limited to:</p> <ul style="list-style-type: none"> • logical BOS diagrams for all environments that identify all subsystems, components, connections and Interfaces; • physical BOS architecture diagrams for all environments that identify all sites, Equipment and network layout diagrams; • telephony, IVR and ACD system flow diagrams, including call routing options; • high system availability design for all BOS components, including servers, storage, network, database and application; • detailed desktop computer Hardware, Software and peripheral configurations; • access/identity security methodology; • network sizing and design details including IP scheme; • complete bill of materials, including Hardware, Software and support/Maintenance agreements; • specification sheets for all Equipment including space and power requirements; • Disaster Recovery and Business Continuity design, including network impacts; • detailed database design, schema and entity relationship modeling, including transaction and file sizing and processing calculations; • detailed database data dictionary; • detailed data management design and processes, including summarizations, archiving and purging; • all documentation required under PCI and PII and to document conformance with the Security Standards; • Interface Control Documents (ICDs) for all external Interfaces and file upload functionality documenting both sides of the Interface; • detailed Software architecture, internal software component interfaces, logic and process flows; • detailed transactional and Violation processing logic and flow;

	<ul style="list-style-type: none"> • detailed financial processing logic and flow, including interface and mapping to the Authority’s financial applications;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional) flow diagram;
	<ul style="list-style-type: none"> • Self-Service Website site map;
	<ul style="list-style-type: none"> • application performance monitoring design;
	<ul style="list-style-type: none"> • all GUIs (including reports and screen formats);
	<ul style="list-style-type: none"> • format of all correspondence for all channels and
	<ul style="list-style-type: none"> • account management design and account types.

4.2.5. Master Test Plan (MTP)

The Contractor shall develop and submit a comprehensive testing plan that describes the different test phases, the Contractor’s testing concepts and approach and the administration of each test. The Master Test Plan (MTP) outlines the scope and testing concepts to be used to validate the BOS compliance to the Requirements, including integration to the ETTM System, external entities and Interoperable Agencies, and compliance to all Business Rules and Security Standards.

134	The Contractor shall provide an MTP for the Authority’s Approval that details the testing methodology utilized by the Contractor to demonstrate the BOS satisfies all Requirements.
135	<p>The MTP shall cover all aspects of the BOS testing and shall describe all test phases, scope and procedures to validate the BOS compliance to the Requirements, including but not limited to:</p> <ul style="list-style-type: none"> • overall approach to testing, including tools and automation; • approach to using use cases and test cases to validate all Requirements; • approach to entry and exit criteria; • approach/methodology to pass/fail criteria; • approach to the severity and priority descriptions and levels for each test; • approach to defect tracking; reported; resolution, and regression testing, including tools used to document defects; • approach for each test phase including purpose, scope, system environment, duration location, and resources; • methodology for testing the Requirements and sample size for each phase of testing; • approach for how data sets for each test are created including data needed to simulate logical days and cycles; • approach to validating BOS Requirements through the testing methodology;

	<ul style="list-style-type: none"> • approach to validating Performance Measures;
	<ul style="list-style-type: none"> • approach to validating all reporting Requirements;
	<ul style="list-style-type: none"> • approach to end-to-end testing, validation and reconciliation;
	<ul style="list-style-type: none"> • approach to validating BOS monitoring, logging, access, Performance Management and Monitoring System (PMMS) Requirements;
	<ul style="list-style-type: none"> • approach to testing, compliance to standards, correction of defects and Software release;
	<ul style="list-style-type: none"> • end-to-end testing to ensure processes, transactions/trips and their interaction are tested through their final stages or disposition;
	<ul style="list-style-type: none"> • Interface testing to ETTM System, Interoperable Agencies and Third-Party Service Providers;
	<ul style="list-style-type: none"> • Security Standards;
	<ul style="list-style-type: none"> • financial activity and reconciliation;
	<ul style="list-style-type: none"> • redundancy/failover aspects;
	<ul style="list-style-type: none"> • DR aspects and
	<ul style="list-style-type: none"> • cross-channel testing to ensure testing is not only performed for each Interface (such as, Self-Service Website, Self-Service Mobile Application (Phase II and optional), and IVR) individually, but also that testing is performed across each Interface to ensure consistent presentation and processing.

4.2.6. Individual Test Plan and Test Procedures

The Contractor shall develop and submit individual test plans that describe the required test phases, the Contractor’s testing concepts and approach for the administration of each test defined later in these Requirements. The individual test plans will provide detailed documentation of the individual testing plan and procedures.

136	<p>The Contractor shall provide a separate detailed test plan for the Authority’s Approval for each testing phase outlined in the Requirements and MTP, including:</p> <ul style="list-style-type: none"> • Unit Test Plan; • System Integration Test Plan; • User Acceptance Test Plan; • On-site Installation and Commissioning Test Plan and • Operational and Acceptance Test Plan.
	<p>The Contractor shall provide a detailed test plan, including but not limited to:</p>

137	• test agenda including location, dates, meetings, testers, observers and attendees;
	• test scripts for manual and automated tests;
	• detailed use cases and test cases mapped to the RTM for all testing;
	• test entry and exit criteria;
	• test preparation;
	• description of process for ensuring quality of testing and documentation;
	• test data creation process and
	• description of the environment used and Software versioning.
138	The Contractor shall provide use cases and test cases for Authority Approval for each testing phase outlined in the RTM, including but not limited to:
	• use case/test case ID;
	• use case/test case description;
	• mapped Requirements and Business Rules;
	• assumptions:
	• test data (variables and their values);
	• steps to be executed;
	• expected results;
	• pass/fail criteria;
	• space to document actual results and
	• space for comments.

4.2.7. Implementation Plan and Related Documentation

The Contractor shall develop and submit an Implementation Plan and related documentation that identifies its approach that covers the major elements of the implementation, including coordination with the Authority’s ETTM System Contractor, Third-Party Service Providers and others.

139	The Contractor shall develop and submit the Implementation Plan that documents all implementation related activities for the Project for Authority’s review in accordance with the Approved Baseline Implementation Schedule.
140	The Implementation Plan shall define all elements of implementation, including but not limited to:

	<ul style="list-style-type: none"> the detailed implementation schedule, detailing all activities for the implementation of the BOS, including coordination with ETTM System Contractor, Third-Party Service Providers and others as required. Once the implementation schedule is Approved by the Authority, the Contractor shall submit to the Authority updates during the implementation period(s) identifying any proposed implementation schedule changes and Work progress in the form of percentage completions;
	<ul style="list-style-type: none"> resource allocation Requirements for all implementation period(s);
	<ul style="list-style-type: none"> procurement and installation of the communications network;
	<ul style="list-style-type: none"> Quality Control, Quality Assurance, inspection and testing processes;
	<ul style="list-style-type: none"> special or unique implementation Requirements;
	<ul style="list-style-type: none"> an organization chart with contact information, roles and responsibilities and includes ETTM System Contractor, Third-Party Service Providers and others as required and
	<ul style="list-style-type: none"> Go-Live checklist.
141	The Contractor shall develop and submit to the Authority a full size (24" by 36") set of drawings with installation notes, providing sufficient and accurate detail of all systems and network layouts at all facilities that have BOS Equipment.

4.2.8. Disaster Recovery Plan

The Disaster Recovery Plan (DRP) is a comprehensive, documented statement of actions to be taken before, during and after a disaster to protect and recover the information technology data, assets and facilities of the BOS.

142	The Contractor shall develop, test, and submit a Disaster Recovery Plan (DRP) and subsequent Disaster Recovery procedures that describe the approach, as well as procedures to take place in the event of a disaster for the BOS.
143	<p>The DRP shall document the Contractor's approach to and planning for recovering from a disaster, including but not limited to:</p> <ul style="list-style-type: none"> define what constitutes disaster, associated risks and severity levels and timeframes to address (e.g., earthquake, flood, electrical outage, general loss of access to building, etc.); mitigation of disaster risks; preparations in the event of a disaster; organization chart illustrating Disaster Recovery team members, roles and responsibilities; notification contact list, including contact information; notification protocol;

	<ul style="list-style-type: none"> • sites and Equipment for Disaster Recovery, presented in a diagram format; • Disaster Recovery process initiation and completion checklist; • coordination with the ETTM System Contractor and all Third-Party Service Providers; • Software, system and data replication processes; • detailed logistical processes for activation of Disaster Recovery site and systems; • detailed technical processes for activation of Disaster Recovery site and systems; • detailed operational functions for activation of Disaster Recovery site and • detailed technical processes for reactivation of primary site (or moving to a new primary site if the original primary site is destroyed) for systems and coordination with Authority's operations.
144	<p>The DR shall include the following BOS information, including but not be limited to:</p> <ul style="list-style-type: none"> • Recovery Point Objective (RPO): maximum acceptable amount of data loss for all critical BOS services after an unplanned data-loss incident; • Recovery Time Objective (RTO): maximum acceptable amount of time for restoring a critical BOS services and regaining access to data after an unplanned disruption; • Level of Service (LOS): the combination of throughput and functionality required to sustain BOS business operations and • detailed description of how site and BOS security shall be maintained to ensure continued compliance with the Security Standards.
145	<p>The DRP shall be tested and updated by the Contractor annually.</p>

4.2.9. Business Continuity Plan

The Business Continuity Plan (BCP) is a comprehensive, documented statement of strategy, as well as the planning, actions and processes that allows the Authority to continue BOS and CSC Operations after experiencing a disruptive event.

146	<p>The Contractor shall develop, test, and submit a Business Continuity Plan (BCP) that details the Contractor's approach to accommodating the staffing capabilities, furnishings, Equipment, systems, network, applications and data components required to ensure the continuity and resumption and continuity of critical BOS processes.</p>
147	<p>The Contractor shall be responsible for providing a high-level plan for restoring CSC Operations in the event that facilities become unavailable; however, the plan shall not result in any costs to the Authority for pre-staging of Equipment and personnel.</p>
148	<p>The Contractor shall be responsible for providing a detailed plan for restoring CSC Operations in the event that all or part of the CSC staff are directed by the Contractor or the Authority to work-at-home. For example, during an event similar to the COVID-19 outbreak.</p>

149	Changes to the operations BCP shall be reflected in the BCP within thirty (30) Calendar Days of Approval. The Contractor shall distribute, train and educate the operations staff on the BCP.
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4.2.10. BOS Installation Plan

The BOS Installation Plan will be used by the Contractor to successfully install and prepare the BOS for testing and eventual Go-Live.

150	The Contractor shall coordinate with the Authority, Third-Party Service Providers, and the ETTM System Contractor to develop and provide a detailed BOS Installation Plan, subject to Approval by the Authority that identifies all aspects of BOS installation and start-up of all activities and systems associated with the testing and implementation of the BOS in accordance with the Security Standards.
151	<p>The BOS Installation Plan shall incorporate all aspects of the BOS installation, start-up and Go-Live, including but not limited to:</p> <ul style="list-style-type: none"> • approach to installing the BOS, including network Equipment; CSC Equipment and Desktop Environments; • communication procedures; • BOS licensing; • website static content; • phone numbers; • BOS access control; • network addresses; • mapping of all start-up activities; • approach to compliance with Security Standards during installation and testing; • coordination and Interface testing and start-up activities required with the ETTM System Contractor, and Third-Party Service Providers; • approach to achieving commencement of Ramp-up/Customer Services; • acquisition and implementation of domain names and URLs; • installation team organizational structure, roles and responsibilities and • other activities required for the Go-Live from a system standpoint.
152	<p>The BOS Installation Plan shall describe the approach to testing support, including but not limited to:</p> <ul style="list-style-type: none"> • approach to the iterative and repetitive testing phases;

	<ul style="list-style-type: none"> • within each testing phase the approach to resetting account balances, advancing aging and other system administration activities necessary to support repetitive testing and
	<ul style="list-style-type: none"> • within each testing phase the approach to establishing required Interfaces.

4.2.11. CSC Operations and Facility Mobilization Plan

The CSC Operations and Facility Mobilization Plan shall be developed by the Contractor and shall include an explanation of how the Contractor will manage CSC and CSC facility mobilization.

153	The Contractor shall coordinate with the Authority to develop a detailed CSC Operations and Facility Mobilization Plan that identifies and plans for all activities, data and Authority-owned materials associated with the mobilization of the CSC, as well as all aspects of design and coordination of the CSC and WIC facility.
154	The CSC Operations and Facility Mobilization Plan shall include how the Contractor will stage new operations for testing and Go-Live.
155	The CSC Operations and Facility Mobilization Plan shall address how and where the Contractor will train the staff without disrupting current operations.
156	The CSC Operations and Facility Mobilization Plan shall incorporate all aspects of the CSC Mobilization, including but not limited to:
	<ul style="list-style-type: none"> • pre-Go-Live account creation and transponder delivery;
	<ul style="list-style-type: none"> • transponder inventory;
	<ul style="list-style-type: none"> • Violation work;
	<ul style="list-style-type: none"> • all printed customer collateral;
	<ul style="list-style-type: none"> • hardcopy documentation;
	<ul style="list-style-type: none"> • softcopy information owned by the Authority;
	<ul style="list-style-type: none"> • mobilization of CSC facilities;
	<ul style="list-style-type: none"> • post office boxes;
	<ul style="list-style-type: none"> • Postage meters;
	<ul style="list-style-type: none"> • phone numbers;
	<ul style="list-style-type: none"> • staffing for testing;
	<ul style="list-style-type: none"> • staffing for initial pre-Go-Live marketing period;
	<ul style="list-style-type: none"> • staffing for initial Go-Live;
	<ul style="list-style-type: none"> • security personnel as required by Contractor;
	<ul style="list-style-type: none"> • administration of CCTV surveillance and physical security systems;

	<ul style="list-style-type: none"> • service contracts;
	<ul style="list-style-type: none"> • training and
	<ul style="list-style-type: none"> • Go-Live activities.
157	The CSC Operations and Facility Mobilization Plan shall include a mobilization and facility mobilization and occupancy schedule.
158	The CSC Operations and Facility Mobilization Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.

4.2.12. End of Agreement Transition Plan

The End of Agreement Transition Plan shall address how the Contractor will support the Authority and the Contractor’s successor to facilitate a seamless transition upon termination or expiration of the Agreement.

159	The Contractor shall develop a detailed End of Agreement Transition Plan that identifies the transition of all activities and Authority -owned materials and data associated with the Operation of the CSC at the end of the Agreement.
160	The End of Agreement Transition Plan shall incorporate all aspects of the transition, including but not limited to:
	<ul style="list-style-type: none"> • customer service, billing and violation work in progress;
	<ul style="list-style-type: none"> • accounts and violations in collections;
	<ul style="list-style-type: none"> • Merchant Service Provider activities;
	<ul style="list-style-type: none"> • transponder inventory;
	<ul style="list-style-type: none"> • all printed customer collateral;
	<ul style="list-style-type: none"> • all supplies and consumables on hand;
	<ul style="list-style-type: none"> • hardcopy documentation;
	<ul style="list-style-type: none"> • softcopy information owned by the Authority;
	<ul style="list-style-type: none"> • CSCs;
	<ul style="list-style-type: none"> • staffing;
	<ul style="list-style-type: none"> • training and
	<ul style="list-style-type: none"> • Contractor orderly shutdown of non-transitioned items, facilities and services.

161	The End of Agreement Transition Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.
162	The End of Agreement Transition Plan shall be updated and submitted for Approval by the Authority every two (2) years over the term of the Agreement.

4.2.13. Operations Plan

The Operations Plan is a comprehensive source of information about how the CSC will be managed and operated.

163	<p>The Contractor shall develop and maintain a comprehensive Operations Plan that details all aspects of the operation of the CSC, including but not limited to:</p> <ul style="list-style-type: none"> • a description of each department/functional area and providing sufficient detail for the Authority to understand the functions and responsibilities of each department and how it will be staffed, managed and operated; • all the Authority’s Business Rules and policies related to the CSC Operations; • account terms and conditions; • detailed SOPs required to operate the CSC; • customer data privacy policy; • data and physical security including periodic access audit and reporting; • human resources and staffing policies and procedures; • background check processes; • employee code of conduct; • Authority’s Holidays and hours of operation, including the CSC and other CSC facilities, if applicable; • detailed scripts for common customer interactions; • copies of each form, spreadsheet, manual tracking sheet, report, letter, email copy, and text copy (BOS and non-BOS generated) which the Contractor will utilize in the operation of the CSC; • Quality Control and verification procedures to ensure operations meet the Performance Measures; • operations monitoring to ensure compliance with Requirements;
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	<ul style="list-style-type: none"> • a description of how the Contractor will communicate with the Authority pertaining to day-to-day operations and general issues and problems, including but not limited to: Case management, correspondence management, escalation procedures, document control, and Submittals procedures; • a description of how the Contractor will communicate with the Authority and Interoperable Agencies in handling customer disputes, dismissals, payments and reconciliation; • detailed structure and schedule for monthly Maintenance and operations meetings with the ETTM System Contractor and the Authority (separate meetings or combined at Authority's discretion); • emergency response management procedures, including a detailed description of how the Contractor will communicate and respond to emergency conditions and • processes and procedures instituted to ensure high customer satisfaction including the details of the Customer Satisfaction Survey Provider Subcontractor and program that will be used to monitor customer satisfaction with the CSC.
164	The Contractor shall provide updates and changes to the Authority no less than annually for Approval and incorporation into the Operations Plan. The Operations Plan shall be a living document and as such, shall be updated and reviewed/Approved by the Authority whenever changes are made to any element of the operations covered in the Operations Plan.
165	The Contractor shall publish a full revision of the Operations Plan no less than annually.
166	The Operations Plan shall be submitted for Approval by the Authority in accordance with the Approved Baseline Implementation Schedule.

4.2.14. Standard Operations Procedures (SOPs)

167	The Contractor shall develop and maintain the SOPs. The SOPs shall use detailed narratives and process flow diagrams in providing step-by-step procedures for every task the Contractor performs. The SOPs shall detail both manual and BOS-aided steps and procedures.
168	Approved, new policies, procedures and changes to existing policies and procedures shall be updated in the SOPs quarterly. The Contractor shall distribute, train and educate the operations staff and the Authority in accordance with the SOPs.
169	The SOPs shall be submitted for Approval by the Authority as a part of the Operations Plan.

4.2.15. Staffing and Human Resources Management Plan

The Staffing and Human Resources Management Plan defines the required human resources needed to meet all of the Requirements for the CSC. It details the selection and assignment of an operations team. It describes how the staff will be recruited, vetted, trained, compensated, evaluated,

disciplined, and terminated. The Staffing and Human Resources Management Plan shall identify the appropriate skill sets and labor to manage the Work and to perform the tasks that produce the specified Deliverables, customer service and performance. It also shall provide for any additional non-labor resources such as tools, Equipment, or processes used by the operations team.

170	The Contractor shall develop a Staffing and Human Resources Management Plan that includes details of the Contractor’s staffing program.
171	The Staffing and Human Resources Management Plan shall include a hiring/assignment schedule for anticipated resource Requirements for the duration of the Project.
172	<p>The Contractor shall develop and provide an organizational approach for staffing in the Staffing and Human Resources Management Plan designed to meet the Requirements. This includes but is not limited to:</p> <ul style="list-style-type: none"> • organizational chart with all staff positions (including Subcontractors), head count and reporting relationships; • job descriptions for all staff positions by position type; • identification of functions which have been subcontracted, the name and responsibilities of the Subcontractor, and name(s) and contact information for Subcontractor’s key personnel; • description of the process used for determining the appropriate staffing levels for each position; • a schedule describing the daily and weekly staff shifts and a description of how the Contractor will adjust staffing to accommodate seasonal and dynamic changes in work volume; • recruitment process; • background investigation approach; • pre-employment testing; • training, testing and re-training policies and procedures including refresher and remedial training for both remote and local staff; • employee retention and career development program; • employee monitoring, performance evaluation and coaching; • employee disciplinary process and • employee termination process.
173	The Staffing and Human Resources Management Plan shall also include the location of all personnel required to meet Project Requirements (on-site or remote), as well as the Contractor’s approach to providing on-site training and support for remote staff.

174	This Staffing and Human Resources Management Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.
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4.2.16. Reporting and Reconciliation Plan

The Reporting and Reconciliation Plan shall include a comprehensive, detailed description of actions to be taken and information to be provided to the Authority related to reporting and reconciliation. This document will identify each report and its associated delivery schedule and provide an explanation of the report and its underlying data and how it is used.

175	The Contractor shall develop and submit to the Authority for Approval, a Reporting and Reconciliation Plan that details the Contractor’s reporting and reconciliation process.
176	The Reporting and Reconciliation Plan identifies the procedures that the Contractor will use to perform, manage and reconcile all aspects of the CSC. This includes both transactional and financial reconciliation, including allocation of all Contractor’s cost and Third-Party Service Provider associated revenue and/or costs.
177	Each reconciliation shall have a separate section which identifies the reports used for the reconciliation, whether or not the report is generated from the BOS, received from a Third-Party Service Provider or (e.g., banks, Collection Agency, Lockbox Service Provider, etc.) or developed manually by the Contractor.
178	<p>The Reporting and Reconciliation Plan shall describe each provided report or report set and the schedule for providing it along with a sample of each report set. This includes but is not limited to:</p> <ul style="list-style-type: none"> • daily reconciliation report; • monthly reconciliation report; • quarterly reconciliation report; • annual reconciliation report; • description of Contractor’s process for entering, printing and sending refund checks and entering the resulting financial transactions into the Authority’s financial accounting systems, including all accounts and processes required to facilitate this entire process; • description of financial and cash/check handling controls for the CSCs and • other operations and financial reports as needed to fully reconcile and meet the operations Requirements.

4.2.17. **Records**

179	The Contractor shall meet all data retention Requirements, including durations for retention, as set forth in the Security Standards. The Contractor shall make every effort, within practical business and cost constraints, to purge the personal account information of an account that is closed or terminated. In no case shall the Contractor maintain personal information more than four years and six months after the date an account is closed or terminated. The Contractor shall periodically audit the BOS to verify that it is in conformance with the retention policy.
180	<p>If specific documents or data retention Requirements are not covered in the Security Standards, or the retention Requirement is greater in other applicable Requirements, the Contractor shall maintain records, for the duration of the Agreement period, in compliance with the longer retention period Requirement. Other applicable Requirements include but are not limited to:</p> <ul style="list-style-type: none"> • GAAP; • record retention policies for the Authority; • IRS Requirements; • The California State Archives Data Retention Schedule; • all applicable federal, state, local and other laws and regulatory matters and • Security Standards.
181	Requirements and standards for records management and retention may change over the term of the Agreement. The Authority will provide any updates to its internal policies and procedures that may impact the CSC records and retention Requirements; however, it is the Contractor's responsibility to ensure it is aware of any changes to relevant standards, statutes, and/or rules beyond those of the Authority, and to incorporate such changes in accordance with the provisions of the Agreement.
182	The Contractor shall be responsible for data retention and purging of all paper records, in accordance with the Authority's retention policy and all of the Requirements related to records retention. In the event of a conflict between Requirements, the Contractor shall immediately notify the Authority.
183	The Contractor shall maintain records and data essential to providing objective evidence of quality, and these records shall be made available to the Authority upon request.
184	<p>Quality-related records and data shall include but not be limited to:</p> <ul style="list-style-type: none"> • inspection and test results; • records of Subcontractor quality programs; • change request documentation; • Customer Satisfaction Survey results;

	<ul style="list-style-type: none"> operational reviews and walk-throughs and results of internal and Contractor audits.
185	The Contractor shall maintain records in a manner that allows easy access and analysis.

4.2.18. Management Reporting

186	<p>The Contractor shall prepare and submit to the Authority a Monthly Operations Report in an Approved format, on an agreed-upon day each month. This report shall provide the information required for the Authority to verify the Contractor performance as reported by the Contractor, including but not limited to:</p> <ul style="list-style-type: none"> Project Oversight Report; Contractor Performance Report (including performance against the Performance Measures); monthly operations invoices for the corresponding period; three-month and one-year look forward for budgeted staffing based on estimated volumes; other agreed-to CSC Operations reports; updates to documents and plans which have occurred in the previous month and updated action item list and Approved meeting minutes from the previous month.
187	The Monthly Operations Report package shall detail the Contractor’s performance against the Performance Measures (Contractor Performance Report) in tabular and graphical formats. The Contractor shall use reports and other data from operations as Approved, to conduct an analysis of the data and summarize the results. The basis for the data must be the BOS reports and all data must be reconciled against the appropriate BOS report(s).
188	The data shall be presented in a graphical and tabular format showing the Contractor’s comparative monthly performance over time.
189	The presentation of the information shall be clear, concise, and professionally organized and formatted.
190	Any failures to meet the Performance Measures shall be identified and details submitted, including the Contractor’s plan to correct such occurrences. The associated non-compliance performance adjustment for such failures shall be summarized and tabulated with the total non-compliance performance adjustment provided.
191	At a minimum, the Contractor’s Monthly Operations Report shall include the reports listed below; however, the final list of documents to be included shall be developed and Approved as a part of the Operations Plan.

	<ul style="list-style-type: none"> • Project Oversight Report: This report summarizes the Contractor’s Project activities for the reporting period, including major accomplishments, issues and summary reporting. The Project Oversight Report also shall include an updated action items list that tracks all open items to be resolved by the Contractor. The list shall include task description, date created, owner, status, priority, impact/justification, completion due date and notes pertaining to the completion of each task. A status of operational changes shall be included in the Report. The Contractor shall provide status on all existing and new BOS issues that affect operations. The Contractor also shall make recommendations for innovations, processes and BOS improvements and other suggested changes, which will improve customer service or increase operational efficiency. • Operations Reports: This suite of reports shall provide the details required to support the Project Oversight Report, including but not limited to: customer contacts, mail handling and Notification response; Case handling; transponder Fulfillment; payments processed; customer disbursements processed; the Authority’s and Interoperable Agencies’ settlements processed; returned payments processed; chargebacks processed; inventory item Fulfillment and balancing, and reconciliation. Reports related to ongoing Customer Satisfaction Surveys and QA activities and translation services shall also be provided. • Refund account reconciliation and request for replenishment: Contractor shall be responsible for issuing customer and violator refunds. Contractor will provide documentation of refunds that were issued. The Contractor shall provide related account and Violation reconciliation reporting to the Authority at least monthly and in accordance with the Operations Plan. • Contractor Performance Report: The Contractor shall be fully responsible for the CSC Operations meeting or exceeding required performance. Failure to do so may result in the assessment of non-compliance performance adjustments as set forth in Volume IV Performance Measures. The Contractor shall use the Approved tracking and reporting methods to prove its monthly performance against the Performance Measures. • Monthly Operations Invoices: The Authority shall receive a Contractor’s invoice for the period corresponding to the Monthly Operations Report. The invoice shall detail the specific amounts due from the Authority. Contractor shall address costs that are netted out from the Contractor’s toll revenue payment to the Authority, for example credit card fees and collections fees. Any associated Liquidated Damages shall be separately netted out with detailed supporting documentation. The Authority will not pay operation invoices that are not accompanied by the complete and accurate Approved Monthly Operations Report package.
192	<p>Any performance deficiency the Contractor proposes to have excluded from the non-compliance performance adjustment calculation shall be documented on the Approved Waiver Form and explained in detail, with supporting documentation sufficient for the Authority to make a determination as to the acceptability of the exclusion. If the Authority needs additional information to make a determination the Contractor shall provide such information expeditiously. Adjustments will not be considered until full required documentation is provided by the Contractor.</p>

193	The Waiver Form must be submitted within thirty (30) Calendar Days of the affected invoice in order to be considered by the Authority.
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4.2.19. Training Plan

The Contractor shall provide a training program to educate Contractor staff, the Authority and others on the BOS and CSC Operations, as described in Section 5 Training. The Contractor is responsible for providing a Training Plan that describes the approach to training activities.

194	The Contractor shall develop and maintain a Training Plan, subject to Approval by the Authority, in accordance with the Approved Baseline Implementation Schedule.
195	The Training Plan shall describe the plan for training CSC Operations staff and Authority-designated individuals and shall outline the required operational/Maintenance and BOS knowledge for each position to be gained from the training. For each BOS position/user type, the plan shall include a training instructor guide, training manual and other materials to be used in training.
196	The Training Plan shall include a schedule for regular staff training, follow-up training and continuing education for staff.
197	The Training Plan shall describe the approach to training administrators, end users at different levels, Maintenance and support personnel, including but not limited to:
	<ul style="list-style-type: none"> • overall description of the training program;
	<ul style="list-style-type: none"> • training techniques;
	<ul style="list-style-type: none"> • training delivery schedule;
	<ul style="list-style-type: none"> • how training will occur with staff working on live operation;
	<ul style="list-style-type: none"> • recurring training through life of the Agreement;
	<ul style="list-style-type: none"> • names and descriptions of each training class;
	<ul style="list-style-type: none"> • purpose of each training class;
	<ul style="list-style-type: none"> • who should attend the class;
	<ul style="list-style-type: none"> • qualification Requirements for trainer;
	<ul style="list-style-type: none"> • minimum qualifications for personnel attending the class;
	<ul style="list-style-type: none"> • duration of the class;
	<ul style="list-style-type: none"> • training materials, including syllabus, schedule, training goals, manuals, guides, other support materials and techniques to be used;
	<ul style="list-style-type: none"> • data preparation, such as test accounts and test transactions/trips;
	<ul style="list-style-type: none"> • required Equipment and

	<ul style="list-style-type: none"> • facility Requirements.
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4.2.20. Maintenance Plans

The Contractor shall develop and submit the Maintenance Plans listed below that describe how the Contractor plans to perform the Maintenance of the BOS and all Hardware, Software and systems at the BOS facilities and CSC throughout the Operations and Maintenance Phase. The Contractor shall have appropriate BOS documentation available to all Maintenance and Software support personnel, as required to perform their respective duties.

4.2.20.1. System Maintenance Plan

198	<p>The Contractor shall develop and submit the System Maintenance Plan that defines the approach to services, staffing and resources to fulfill the BOS Maintenance Requirements. The Contractor shall identify the Contractor’s Maintenance responsibilities and shall include but not be limited to:</p>
	<ul style="list-style-type: none"> • organizational structure, organizational chart and job descriptions and responsibilities;
	<ul style="list-style-type: none"> • staffing plan;
	<ul style="list-style-type: none"> • approach to training;
	<ul style="list-style-type: none"> • detailed BOS monitoring Requirements;
	<ul style="list-style-type: none"> • staff schedule and locations;
	<ul style="list-style-type: none"> • third-party system support agreements overview;
	<ul style="list-style-type: none"> • location of offsite data storage;
	<ul style="list-style-type: none"> • schedule of all System Maintenance activities, including anticipated Upgrades/Enhancement releases;
	<ul style="list-style-type: none"> • description of all System Maintenance related communication methods;
	<ul style="list-style-type: none"> • Maintenance procedures, communication protocols and Approval processes for BOS Upgrades, Software deployments, scheduled Maintenance activities, change management and scheduled downtime;
	<ul style="list-style-type: none"> • Maintenance procedures and communications protocols for unscheduled downtime;
	<ul style="list-style-type: none"> • communication protocol for coordination with Interoperable Agencies and Third-Party Service Providers and WICs;
	<ul style="list-style-type: none"> • communication protocol for coordination with the Authority’s other toll system vendors;

	<ul style="list-style-type: none"> • trouble reporting processes, notification protocols for issues and failures, and Maintenance reporting processes;
	<ul style="list-style-type: none"> • prioritization, response, escalation, and repair processes;
	<ul style="list-style-type: none"> • spares levels, Equipment and third-party Software warranty tracking and return material processes;
	<ul style="list-style-type: none"> • monitoring Maintenance performance for compliance with Performance Measures;
	<ul style="list-style-type: none"> • sample Maintenance reports and reporting processes;
	<ul style="list-style-type: none"> • processes for supporting internal and external audits;
	<ul style="list-style-type: none"> • Security Standards compliance monitoring, Upgrades and safeguards;
	<ul style="list-style-type: none"> • system intrusion monitoring and safeguards;
	<ul style="list-style-type: none"> • Equipment replacement/refresh schedule;
	<ul style="list-style-type: none"> • Upgrades to third-party Software and tools and
	<ul style="list-style-type: none"> • processes in place to meet Performance Measures.

4.2.20.2. Software Maintenance Plan

199	<p>The Contractor shall develop and submit a Software Maintenance Plan that defines the approach to services, staffing and resources to fulfill the Software Maintenance Requirements and warranty provisions as set forth in the Agreement, including but not be limited to the following elements:</p>
	<ul style="list-style-type: none"> • organizational structure, organizational chart with job descriptions and responsibilities;
	<ul style="list-style-type: none"> • staffing plan;
	<ul style="list-style-type: none"> • approach to staffing and training;
	<ul style="list-style-type: none"> • approach to receiving and prioritizing Software defects (bugs);
	<ul style="list-style-type: none"> • reporting, categorization, prioritization and disposition of Software defects;
	<ul style="list-style-type: none"> • coverage and personnel locations;
	<ul style="list-style-type: none"> • all Software Maintenance related communication methods;
	<ul style="list-style-type: none"> • Maintenance procedures, communication protocols and Approval processes for Software Upgrades, scheduled Maintenance activities, change management and scheduled downtime;
	<ul style="list-style-type: none"> • documented change control procedures;

	<ul style="list-style-type: none"> • Maintenance procedures and communications protocols for unscheduled downtime;
	<ul style="list-style-type: none"> • trouble reporting processes;
	<ul style="list-style-type: none"> • escalation processes;
	<ul style="list-style-type: none"> • sample Maintenance reports;
	<ul style="list-style-type: none"> • Software updates to comply with Interoperable Agencies' specification changes and Third-Party Service Providers Interface changes;
	<ul style="list-style-type: none"> • Software updates to be compliant with Security Standards and
	<ul style="list-style-type: none"> • processes in place to meet Performance Measures.

4.2.21. Third-Party Documentation

Third-Party documentation includes standard commercial documentation for third-party provided Hardware, Software, services and materials.

200	The Contractor shall provide and maintain standard, commercially available, updated documentation for third-party provided Hardware, Software, services and materials provided under this Agreement. This set of third-party documentation shall be available upon request.
201	An electronic copy of all third-party Commercial Off-the-Shelf (COTS) Hardware and Software installation and user manuals, with updates, shall be provided to the Authority.

4.2.22. Manual Requirements

Various manuals shall be provided to educate and guide BOS administration staff and allow the Authority to understand the operations of the BOS.

202	Whenever possible, all data shall be printed on 8-1/2" x 11" sheets; foldouts shall be 11" x 17".
203	Each manual shall include, but not be limited to:
	<ul style="list-style-type: none"> • a title sheet;
	<ul style="list-style-type: none"> • revision history;
	<ul style="list-style-type: none"> • Table of Contents;
	<ul style="list-style-type: none"> • list of illustrations (if applicable);
	<ul style="list-style-type: none"> • list of reference drawings and exhibits (if applicable) and
	<ul style="list-style-type: none"> • a parts list (if applicable).

204	All manuals shall have a consistent look and feel and shall be professionally written and presented in clear and organized fashion.
205	All manuals prepared for the Authority under this Agreement shall be produced, or editable, using Microsoft Office 2016 Suite (or higher if Approved by the Authority). In addition, electronic copies of manuals shall be provided in unsecured Portable Document Format (PDF), if requested by the Authority.
206	Any special Software required to produce scalable typefaces or other graphs shall be provided by the Contractor as part of the documentation for the manuals.
207	All manuals shall be submitted and Approved as a condition of Go-Live.

4.2.22.1. Manual Submissions and Quantities

208	The Contractor shall submit one (1) hard copy of each of the manuals listed below.
209	The Contractor shall submit electronic copies of all manuals listed below.
210	All manuals shall be maintained in electronic format in the Contractor-provided EDMS.
211	The Contractor shall be responsible for producing an additional quantity of the manuals for the Contractor's use, sufficient to fulfill the Contractor's Requirements.
212	The Contractor shall submit the draft and final manuals described below for the Authority's review and comment, in accordance with the Approved Baseline Implementation Schedule. All final versions of manuals shall be provided and Approved before system Go-Live.

4.2.22.2. Manuals to be Submitted

4.2.22.2.1. BOS User Manuals

213	The Contractor shall develop and submit BOS User Manuals to be used by CSC Operations staff to operate the BOS and for training purposes.
214	The Contractor shall develop manuals logically to cover job categories and functions. The manuals shall detail all of the processes, procedures and policies developed by the Contractor that are required to fulfill the Requirements for each of these categories and functions. An example of a functional area is finance, which should include all basic financial responsibilities and functions, including the entire reconciliation process.
215	Each BOS User Manual shall include but not be limited to: <ul style="list-style-type: none"> • screen images detailing the step-by-step activities needed to fulfill a specific functionality; • flowcharts to provide the CSC Operations staff a clear understanding of the workflow; • all screens, reports and data fields, clearly explained using sample formats applicable to the BOS and

	<ul style="list-style-type: none"> • samples of all reports, included in the manual or as an attachment to the manual, with any specific instructions that may apply to a given report.
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4.2.22.2.2. BOS Finance and Financial Controls Manual

216	<p>The Contractor shall develop and submit the BOS Finance and Financial Controls Manual, which shall include but not be limited to:</p> <ul style="list-style-type: none"> • detailed descriptions of all procedures to balance and reconcile the BOS; • detailed descriptions of Financial Account Posting, reporting and reconciliation to the Authority's Bank Accounts; • detailed descriptions of reconciliation of transactions/trips and revenue within the BOS with each of the Interoperable Agencies and for payments made to the Authority and Interoperable Agencies; • processes and reports used to reconcile third-party payments processed and money deposited in the Authority's bank; • detailed descriptions of reconciliation of all collections activity and all exceptions processing; • detailed descriptions of the screens, reports and functions that allow Contractor or the Authority's finance personnel or independent auditors to access, understand and work with all financial aspects of the BOS; • complete descriptions of all reconciliation procedures and a non-technical description of the screens, reports and functions; • illustrations and pictorial diagrams to demonstrate the step-by-step operations required for performing the balance and reconciliation functions and • included as an attachment to the manual, samples of all relevant reports, with any specific instructions that may be applicable to a given report.
217	<p>Reports included in the BOS Finance and Financial Controls Manual shall have correct and accurate data.</p>
218	<p>The BOS Finance and Financial Controls Manual shall be used to train the CSC finance personnel and the Authority's finance personnel.</p>

4.2.22.2.3. BOS Administrator Manual

219	<p>The Contractor shall provide a BOS Administrator Manual that serves as a guide to the overall management and administration of the BOS, and it shall include but not be limited to:</p> <ul style="list-style-type: none"> • detailed Hardware Maintenance activities and schedule; • detailed database Maintenance activities and schedule;
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	<ul style="list-style-type: none"> • detailed Software monitoring activities and schedule;
	<ul style="list-style-type: none"> • detailed monitoring procedures for file transfers and exception handling;
	<ul style="list-style-type: none"> • detailed procedures and processes for all Maintenance activities;
	<ul style="list-style-type: none"> • detailed procedures for backup, archiving and purging data;
	<ul style="list-style-type: none"> • detailed procedures for testing and executing Disaster Recovery and Business Continuity;
	<ul style="list-style-type: none"> • detailed schedule for all preventative Maintenance activities;
	<ul style="list-style-type: none"> • scheduled time and maximum run time for all BOS jobs and/or processes;
	<ul style="list-style-type: none"> • technical contact lists for all third-party technical contacts;
	<ul style="list-style-type: none"> • technical contact lists for Hardware, Software providers and third-party support agreements;
	<ul style="list-style-type: none"> • details and copies of all third-party system support agreements;
	<ul style="list-style-type: none"> • general information, such as Maintenance shifts, code of conduct and other human resource aspects and
	<ul style="list-style-type: none"> • details of the security access system configuration, user access privileges and controls and user tracking processes utilized to ensure system security and to maintain data integrity.

4.2.23. As-Built Documentation

Prior to the Authority’s BOS Final Acceptance of the Implementation Phase, as-built documentation shall be provided that documents the final BOS design and implementation.

4.2.23.1. As-Built System Detailed Design Document

220	After the Approval of the operational test, and prior to the Authority’s BOS Final Acceptance of the Implementation Phase, the Contractor shall submit the As-Built SDDD that includes all Software and Hardware changes made during the system development, implementation and testing phases.
221	The Contractor shall submit one (1) hard copy in addition to an electronic version of the As-Built SDDD. Acceptable electronic formats are unsecured Portable Document Format (PDF), Microsoft Office 2016 Suite (or higher if Approved by the Authority) and professional CAD applications.

4.2.23.2. As-Built Drawings

222	The Contractor shall provide the Authority with a complete set of As-Built Drawings, which shall be delivered as one (1) hard copy of the complete sets of drawings. The same shall be delivered in electronic format for all Equipment, network and Hardware installed and furnished as part of the BOS. As material changes are made to the system by the Contractor shall update the As-Built Drawings to reflect the current status.
223	<p>The As-Built Drawing sets shall include but not be limited to:</p> <ul style="list-style-type: none"> • all schematics; • logic diagrams; • Hardware layouts; • wiring diagrams; • interconnection diagrams; • installation diagrams; • cable schedule; • Interface details; • facility build-out details and • network diagrams.
224	The Contractor shall update the latest drawings with red lines as changes are incorporated during the installation process. At the completion of the installation, the Contractor shall gather all red line drawings.
225	The red line drawings shall be verified and incorporated into a final As-Built Drawing package. This final as-built package shall include all updated installation drawings, shop drawings and sketches, plans and other drawing types that were used to install the BOS.

5. TRAINING

The Contractor shall provide comprehensive training for all aspects of the BOS and CSC Operations including training, operational procedures, policies and guidelines, and rules of conduct, including customer Interface. Training shall be delivered to the Authority's personnel and Contractor's personnel. Training shall be ongoing throughout the Implementation and Operations and Maintenance Phases.

226	The Contractor shall be solely responsible for supplying the BOS and all materials necessary to complete the delivery of the training program.
227	The Contractor's program shall include but not be limited to computer instruction, training aids and manuals as required.
228	Contractor's training shall be hands on and use actual BOS Software in the training environment.
229	The Contractor shall produce all training materials, documents and manuals in hard copies.
230	When changes or new functionality is provided in the BOS, the Contractor shall update the training materials and train staff on such changes/new functionality.
231	All Authority training shall include a review and description of each of the appropriate Authority's processes and procedures with actual BOS Software.
232	The Authority shall have the right to attend any training sessions.
233	The Contractor shall provide comprehensive training related to all aspects of the BOS administration, BOS functionally and CSC Operations.
234	The Contractor shall employ a training manager to lead all training courses and subsequent ongoing training activities.
235	The Contractor shall train Authority's staff to view all real-time aspects of BOS processes/queues and CSC Operations statistics/queues, as well as research and report on all aspects of the BOS.
236	The Contractor shall cross-train staff from other areas of operations or management for peak period, emergency or temporary assignments to provide for staff redundancy.
237	The Contractor's training manager shall identify the training needs, plan, design, and develop all the training curriculum and materials for the implementation and management of the CSC's on-going training program. The types of training include, but are not limited to: <ul style="list-style-type: none"> • customer service and integrity skills ("soft skills") training; • Authority's FasTrak, Violation and payment processing Business Rules and facility specific information ("content training"); • different operational and facility characteristics of Interoperable facilities;

	<ul style="list-style-type: none"> • use of the BOS, including all customer contact systems and any other applicable systems;
	<ul style="list-style-type: none"> • CSC Operations SOPs and
	<ul style="list-style-type: none"> • PII, PCI, data and physical security.
238	<p>The Contractor’s training program shall include training at different times and for different reasons during the course of the Operations and Maintenance Phase, including but not limited to:</p>
	<ul style="list-style-type: none"> • new hire – this training provides the new employee a thorough, in-depth training covering all of the skills and information required to fully understand and perform their job;
	<ul style="list-style-type: none"> • refresher – this training provides additional training focused on topics on which the attendees have been previously trained but which the training manager or other Authority management staff identified as requiring additional training for a group of employees;
	<ul style="list-style-type: none"> • remedial – this training is individually focused on the needs of a particular employee(s) based on customer satisfaction feedback, management observation or employee request;
	<ul style="list-style-type: none"> • new job/promotion – this training is required when an employee changes jobs or gains additional responsibilities and
	<ul style="list-style-type: none"> • new content/program – this training is required when the Authority introduce a new program or makes a significant change to the SOPs or the BOS.
239	<p>Contractor training shall cover all functional areas depending on the specifics of each individual user role and job functions.</p>

5.1. Training Courses

5.1.1. System Operation Overview Course

240	<p>The Contractor shall provide a system operation overview training course for the Authority personnel who require a general understanding of all aspects of the BOS and CSC Operations.</p>
241	<p>The Contractor shall ensure class sizes and the number of training hours provided are sufficient to provide a general understanding of all aspects of the operation.</p>

5.1.2. Customer Service Representative Course

This course is for customer service personnel who need to understand all aspects of the direct customer service.

242	The Contractor shall provide a customer service course for staff that need to understand all aspects of the direct customer service functionality, with focus on contact management, account management, Violations processes, payments, Business Rules, Express Lanes facility characteristics, external facing website, etc.
243	The Contractor shall provide an appropriate number of training sessions for the customer service course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to customer service.

5.1.3. BOS Finance and Financial Controls Course

This course is for financial management and auditing personnel who need to understand all aspects of the Operation, particularly those related to financial accounting, reconciliation, audit, and management.

244	The Contractor shall provide a BOS finance and audit training course for financial management and auditing staff that need to understand all aspects of the operation, with focus on financial accounting, reconciliation, audit and management.
245	The Contractor shall provide an appropriate number of training sessions for the BOS finance and financial controls course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to financial accounting, reconciliation, audit and management.

5.1.4. Operations Management Course

This course is for CSC Operations personnel providing hands-on training on the BOS including performance reporting, including all operational performance monitoring (for example, call queues, call statistics, image review queues, etc.); all BOS monitoring (for example, mail queues, status and quantity of all Notifications pending and sent, transponder Fulfillments, status of Interfaces and file exchanges), and call center and IVR configuration.

246	The Contractor shall provide an Operations Management Course for all personnel who require a detailed understanding of the BOS reporting and monitoring. This course also covers configuration of the telephony system.
247	The Contractor shall provide an appropriate number of training sessions for the Operations Management Course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the BOS.

5.1.5. BOS Users Course

248	The Contractor shall provide a BOS Authorized Users training course for all personnel who require a detailed understanding of the operations of the System and how to access information and reports from the BOS on items such as status, alarms, performance, transactions and revenue.
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249	The Contractor shall provide an appropriate number of training sessions for the BOS Authorized Users course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the system.
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5.2. Training Materials

250	All training materials should comply with applicable PCI and PII standards.
251	Draft copies of all training materials shall be submitted by the Contractor to the Authority for review, comment and Approval prior to final printing of quantities required for training.
252	The Authority shall have the right to require the Contractor to provide additional interim drafts at no additional cost should draft training materials submitted not be of adequate quality or have missing or incorrect information.
253	Contractor shall provide regular updates to training materials to incorporate any changes to the BOS or operational processes.
254	For each training course, the Contractor shall provide the materials listed in the following sections.

5.2.1. Instructor Guides

255	The Contractor shall provide an instructor guide for each training course, including but not limited to:
	<ul style="list-style-type: none"> • course agenda;
	<ul style="list-style-type: none"> • course objective;
	<ul style="list-style-type: none"> • procedures for managing a training session;
	<ul style="list-style-type: none"> • resources and facilities required, including Desktop Environments, power and communications Requirements;
	<ul style="list-style-type: none"> • detailed lesson plans;
	<ul style="list-style-type: none"> • a description of training aids and items to aid in on-the-job performance (such as where applicable, pocket guides or reference sheets);
	<ul style="list-style-type: none"> • tests to be administered to assure satisfactory completion and
	<ul style="list-style-type: none"> • instructions for using any audio-visual support Equipment or materials.

5.2.2. Training Aids

256	The Contractor shall provide all training aids necessary to successfully complete the course agenda and meet the course objective.
257	The Contractor shall provide a way for all trained personnel to access training documents, aids and tips in an online, electronic format for ongoing reference.

5.2.3. Student Workbook

258	<p>For each course, the Contractor shall provide a student workbook, including but not limited to:</p> <ul style="list-style-type: none"> • course agenda; • course objectives; • schedule of sessions; • copies of all overheads and visuals and • lesson outlines and summaries.
259	The Contractor shall supplement the material provided in the student workbook with additional material (as necessary), such as operations and user manuals. If such material is used, appropriate cross-references shall be included in the student workbook to identify the complete set of training materials provided to the student.

5.3. Scheduling and Preparation for Training

260	The Contractor shall provide a minimum two (2) weeks notice to the Authority and work with the Authority on the timing for each training session. The Authority will identify a list of participants the Contractor shall notify to schedule their participation in the training.
261	The Contractor shall perform all scheduling.

6. MOBILIZATION REQUIREMENTS

The mobilization of the BOS and CSC Operations is a major undertaking that will require careful preparation, planning and coordination in multiple functional areas and on many levels to ensure a smooth beginning to operations. The Contractor is responsible for the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan. Close coordination will be required between the ETTM System Contractor, the Authority and the Contractor.

6.1. Operations Mobilization and Facility Coordination

The operations mobilization and facility coordination include all activities necessary to establish and operate the I-405 CSC and WIC in accordance with the Agreement and to coordinate the design of the Authority provided facility. These activities include comprehensive coordination with the Authority, the Authority’s design and construction contractors, and other Authority contractors housed at the facility with regards to CSC and WIC design, scheduling of facility occupancy and installation , staff recruitment and training, ordering of supplies, establishment of all necessary services and developing all SOPs for the entire operation. The Contractor shall coordinate with the ETTM System Contractor on applicable portions of the Approved Baseline Implementation Schedule.

262	<p>The CSC Operations Manager and the Mobilization and Facility Coordination Manager shall lead the Contractor’s staff in planning and implementing the activities required for operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:</p> <ul style="list-style-type: none"> • obtain a thorough understanding of the functions and capabilities of the BOS; • produce all required plans and documentation; • recruit CSC staff; • coordinate with Third Party Service Providers; • make any required Approved modifications to the facilities (those required beyond the new facility design inputs provided by the Contractor); • plan and conduct training; • assist with the selection and implementation of survey solution, IVR, system recordings, Self-Service Website, and Self-Service Mobile Application (Phase II and optional) and • meet regularly and coordinate with the Authority, the ETTM System Contractor to perform the Work.
263	<p>The Mobilization and Facility Coordination Manager shall lead the Contractor’s staff in planning and implementing the activities related to the new CSC and WIC facility operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:</p>

	<ul style="list-style-type: none"> • meet regularly with the Authority, the Authority’s design and construction contractors, and other Authority contractors that will be housed at the facility to plan, provide design input to the new CSC and WIC facility layout, space planning, network, cabling, power, furnishings, physical security, and surveillance CCTV etc.;
	<ul style="list-style-type: none"> • review and provide comments to all types of CSC plans;
	<ul style="list-style-type: none"> • coordinate with other contractors and provide a detailed schedule for facility occupancy and facility mobilization and
	<ul style="list-style-type: none"> • coordinate the procurement and installation of all BOS and CSC Operations network and communications lines with the communications providers.
264	The Contractor shall develop and conduct an Operational Readiness Demonstration and conduct walk-throughs for each facility with the Authority.
265	As an outcome of the Operational Readiness Demonstration and walk-throughs, a punch list shall be developed and resolution of each item Approved by the Authority.
266	The Contractor shall track, status and resolve all pre-mobilization punch list items (as designated and Approved by the Authority) prior to mobilization and track, status and resolve all post-mobilization punch list items (as designated and Approved by the Authority) during the Operations and Maintenance Phase. Until resolved, the status of post-mobilization punch list items shall be provided in all Contractor performance reports and meetings.

6.2. Schedule, Installation and Mobilization

267	The Contractor shall mobilize CSC Operations in accordance with the CSC Operations and Facility Mobilization Plan and the Approved Baseline Implementation Schedule.
268	The Contractor shall install the BOS in accordance with the BOS Installation Plan and the Approved Baseline Implementation Schedule.
269	The Contractor’s schedule shall be sufficiently flexible to accommodate modifications or changes, such as early completions or delays in start or completion of dependent work by the Authority and/or the ETTM System Contractor.

6.3. Mobilization of the BOS and CSC Operations

BOS and CSC Operations mobilization includes all activities necessary to begin CSC Operations. The Contractor’s Mobilization Manager shall lead the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and must coordinate with the ETTM System Contractor and Authority to ensure that the mobilization meets the Approved Baseline Implementation Schedule.

270	The Contractor shall manage and conduct mobilization in conformance with BOS Installation Plan and CSC Operations and Facility Mobilization Plan and Approved Baseline Implementation Schedule.
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271	The mobilization activities shall be coordinated with the Authority, the ETTM System Contractor, and Third-Party Service Providers, and shall be Approved by the Authority.
272	The Contractor shall prepare internal and external communication procedures, as part of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan, to effectively and professionally manage communications of potential impacts during the mobilization.

6.4. Acceptance of Operational Readiness

Prior to Go-Live the Contractor shall demonstrate to the Authority that the successful CSC and facility mobilization is complete, and that the Contractor is ready to commence complete operation of the CSC and performance of all of the Work.

273	The Contractor shall demonstrate that the CSC Operation has achieved operational readiness in accordance with the Approved Baseline Implementation Schedule.
274	Procedures for demonstrating for the Operational Readiness Demonstration shall be provided by the Contractor to the Authority for review and Approval at least three (3) months prior to the scheduled demonstration date.
275	The Contractor shall have completed all of the predecessor tasks and milestones in the schedule in order to achieve Acceptance of operational readiness, including but not limited to: <ul style="list-style-type: none"> • selection, build-out and equipping of all Contractor operated facilities; • development and Approval of all required documentation; • recruitment, hiring and training of all staff in accordance with the Operations Plan and sub-plans; • implementation of all applicable aspects of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and all operations mobilization activities and • completion of Operational Readiness Demonstration using the BOS, facilities and Contractor staff.

6.5. End of Agreement Transition

The Contractor acknowledges the services it provides under the terms of the Agreement are vital to the successful operation of the BOS and said services shall be continued without interruption. Upon expiration or termination of the Agreement, a successor may be responsible for providing these services. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.

As part of the End of Agreement Transition, the Authority may wish to operate and maintain BOS, requiring the transfer of Equipment, leases and license from the Contractor to the Authority.

276	The Contractor shall cooperate with any future transition of the BOS to a future BOS Contractor, as required by the Authority.
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277	The Contractor shall develop with the successor, an End of Agreement Transition Plan describing the nature and extent of transition services required as well as the operational Requirements necessary for the migration of operation from the Contractor to the new contractor.
278	The Contractor shall update the End of Agreement Transition Plan no more than six (6) months prior to the transition date.
279	The Contractor shall provide sufficient experienced personnel in each division/element of Work during the entire transition period to ensure the quality of services is maintained at the levels required.
280	The Contractor shall provide sufficient staff to help the successor maintain the continuity and consistency of the services required.
281	The Contractor shall provide the necessary Software and BOS support services to assist the successor in setting up the systems, transferring of appropriate licenses and third-party Software and transitioning all BOS data (including third party data) required to sustain uninterrupted service in areas in which the Contractor is responsible for the Work. For example, accounts and violations in collections.
282	The Contractor shall support the Authority during the procurement process by updating all system documentation and providing new documentation as required that details the current system.
283	Within the End of Agreement Transition Plan, the Contractor shall provide descriptions of the Equipment, leases and licenses that are available for purchase and transfer to the Authority as part of the End of Agreement Transition.
284	The Contractor shall not prevent the successor from conducting interviews with Contractor employees outside of normal business hours in a manner that will not disrupt current operations.
285	The Contractor shall not prevent employees from changing their employment to the successor if the employees wish to do so.
286	The Contractor shall provide for the orderly transition of the facilities, Equipment, materials, documents, inventory and work in progress to the successor.

7. TESTING REQUIREMENTS

7.1. General

The Contractor shall provide the full range of test planning, testing design and services required to ensure the BOS adheres to the Requirements. The BOS testing regimen shall take place during the implementation period identified in the Approved Baseline Implementation Schedule and shall follow the Master Test Plan and Individual Test Plan.

The Authority requires that configuration changes be treated as equivalent to Software development changes within the testing process. Wherever possible, the Authority requires that the Contractor implement testing processes which are automated and efficient.

The Requirements described in this section detail the labor, materials, facility and support services necessary to test the BOS for functionality and performance, its integration to all Third-Party Service Provider.

287	The Contractor shall prepare and conduct the various tests in conformance with the Master Test Plan and applicable individual test plans.
288	<p>The Contractor shall prepare and conduct the various tests (outlined for reference immediately below and with detailed Requirements in subsequent sections), including but not limited to:</p> <ul style="list-style-type: none"> • Unit Testing; • System Integration Testing; • User Acceptance Testing; • On-site Installation and Commissioning Testing and • Operational and Acceptance Testing.
289	<p>The Contractor shall develop test scripts for Authority approval and use specialized automated testing Software, wherever possible, to, including but not limited to:</p> <ul style="list-style-type: none"> • create test scripts; • create use cases with pre-defined input and output; • control the automated testing; • exercise all conditions, configurations and scenarios; • conduct performance testing; • conduct security and PCI testing; • conduct regression testing; • compare actual test outcomes to expected outcomes; • test reporting;

	<ul style="list-style-type: none"> • conduct load testing;
	<ul style="list-style-type: none"> • conduct user Interface testing and
	<ul style="list-style-type: none"> • conduct sustained operational testing.
290	The Contractor shall make the BOS available for use by the Authority in testing the readiness of the CSC Operations staff during operating hours and as necessary during the testing period.
291	The Contractor shall provide all necessary resources and facilities to conduct all tests.
292	During the Implementation Phase, the Contractor shall provide an "online commercial Software" defect tracking system, accessible by the Authority via browser-based internet, to document and track all defects identified as part of BOS testing and any subsequent actions taken to correct those defects.
293	The Authority's Approval of any aspect of testing shall not relieve the Contractor of its responsibility to meet all Requirements.
294	The defect tracking system shall be capable of the following, including but not limited to:
	<ul style="list-style-type: none"> • rating (severity) defects;
	<ul style="list-style-type: none"> • categorizing defects;
	<ul style="list-style-type: none"> • prioritizing defects;
	<ul style="list-style-type: none"> • logging the date/time the defect was reported;
	<ul style="list-style-type: none"> • the user who reported the defect;
	<ul style="list-style-type: none"> • the erroneous behavior;
	<ul style="list-style-type: none"> • the details on how to reproduce the defect;
	<ul style="list-style-type: none"> • the developers who worked on the defect;
	<ul style="list-style-type: none"> • life-cycle tracking and
	<ul style="list-style-type: none"> • reporting.

7.1.1. Testing Sequence and Logistics

295	The Contractor shall obtain Approval from the Authority and shall have met the entry conditions prior to start of each test, including but not limited to:
	<ul style="list-style-type: none"> • Approval of all predecessor tests;
	<ul style="list-style-type: none"> • Approved test procedures for each individual test;
	<ul style="list-style-type: none"> • Approved test schedule;

	<ul style="list-style-type: none"> • Approved inventory of test cases and scripts;
	<ul style="list-style-type: none"> • successful closeout of all outstanding pre-test issues;
	<ul style="list-style-type: none"> • successful dry run testing with results provided to the Authority;
	<ul style="list-style-type: none"> • test data set is created and loaded into test environment;
	<ul style="list-style-type: none"> • submittal of the latest Approved version of the RTM showing test validation against the Requirements and
	<ul style="list-style-type: none"> • site and BOS are ready to test.
296	After the completion of each test, the Contractor shall submit for the Authority’s review and Approval a test report that documents the results of the test.
297	The test report shall include the results of the test; any anomalies and issues identified; comments provided by the Authority; the test data and the corrective action/resolution of each item, and the results of any re-tests necessary to successfully complete each testing phase.
298	The Contractor shall facilitate and support the Authority’s participation in the testing and witness each test. The Contractor shall provide the Authority with full access to the test data and results of the test.
299	Testing shall not be considered complete by the Authority until all anomalies and “punch-list” items are closed-out, and the final test report is Approved by the Authority.

7.2. Required Tests

7.2.1. Unit Testing

Unit Testing is defined as a Software testing method by which individual units of source code, sets of one or more computer program Modules together with associated control data, usage procedures, and operating procedures, are tested to determine whether they are fit for use. A unit could be an entire Module, but it is more commonly an individual function or procedure. Unit Testing is the first level of testing and is performed prior to System Integration Testing.

300	The Contractor shall conduct Unit Testing, including but not limited to:
	<ul style="list-style-type: none"> • testing for all functional elements of the BOS for conformance with the Requirements, Approved design and Business Rules;
	<ul style="list-style-type: none"> • testing of 100% of all BOS components and negative testing for controlled systems features;
	<ul style="list-style-type: none"> • testing using actual data generated by the ETTM System Contractor and simulated data as needed;
	<ul style="list-style-type: none"> • testing with Third Party Service Provider and Interoperable Agencies test environment;

	<ul style="list-style-type: none"> • testing each Module of the BOS application Software for compliance to coding standards related to screen validations, web navigation, configuration changes, PMMS including all errors, exceptions and failures, backend programs and processes (using simulated data);
	<ul style="list-style-type: none"> • testing the desktop computer Interfaces and all peripherals;
	<ul style="list-style-type: none"> • testing of user roles and security elements;
	<ul style="list-style-type: none"> • all necessary Hardware and Software for the test;
	<ul style="list-style-type: none"> • all necessary personnel for the test and
	<ul style="list-style-type: none"> • updated RTM, SDDD, Operations Plan and Business Rules so functionality can be reconciled to the documentation.

7.2.2. System Integration Testing (SIT)

System Integration Testing (SIT), or end-to-end testing, is defined as a type of Software testing that seeks to validate the Interfaces between individual components and the completely integrated BOS meets its Requirements. The Contractor shall conduct SIT, compressing logical days to accommodate process escalation and transaction/trip and Violation aging. Multiple testing cycles may be executed depending on defects found and their severity. The Contractor shall also conduct load/performance testing as part of the SIT

301	The Contractor shall be responsible for creating test data as an entry criteria for the SIT. It is anticipated that significant test data will be required and will be defined in the test plan.
302	The Contractor shall conduct SIT which shall include end-to-end Integration Testing, Interface testing, security testing, performance/load testing.
303	In the event Third-Party Service Providers and Interoperable Agency test environment systems are not available, the Contractor shall test using simulated Interfaces and data to validate the data exchange.
304	The Contractor shall use the most newly provided, developed or updated ICDs for all Interfaces and portals.
305	<p>The Contractor shall conduct SIT, including but not limited to:</p> <ul style="list-style-type: none"> • testing all functional elements of the BOS using the procedures for Software integration testing, including the end-to-end testing from receipt of transactions/trips through Posting to the accounts and Violation processing; • reports testing using created data, simulated and keyed-in data; • verification and validation that the various BOS environments are operating per the Requirements;

<ul style="list-style-type: none"> • load/performance testing of the entire BOS in terms of user access, including internal and external users on all channels (for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR);
<ul style="list-style-type: none"> • load/performance testing of the entire BOS in terms of transaction/trip processing;
<ul style="list-style-type: none"> • full Disaster Recovery failover testing;
<ul style="list-style-type: none"> • full Disaster Recovery failover recovery (back to primary BOS) testing;
<ul style="list-style-type: none"> • validation of all Performance Measures;
<ul style="list-style-type: none"> • adherence to the Security Standards;
<ul style="list-style-type: none"> • archiving and purging process testing;
<ul style="list-style-type: none"> • comprehensive PMMS testing;
<ul style="list-style-type: none"> • testing using actual data, generated real-time (as if in a real, live production environment) by the ETTM System Contractor;
<ul style="list-style-type: none"> • all Interface test scripts and documentation required to confirm that the Interfaces are operating properly;
<ul style="list-style-type: none"> • testing, as directed by the Authority, connecting to test environment systems provided by the Authority, Third-Party Service Providers and Interoperable Agencies (if available);
<ul style="list-style-type: none"> • exception testing;
<ul style="list-style-type: none"> • testing the desktop computer Interfaces and all peripherals and
<ul style="list-style-type: none"> • sustained operations test.

7.2.3. User Acceptance Testing

User Acceptance Testing (UAT) is defined as the testing phase where actual BOS users test the system to validate the operation of the BOS in, according to Requirement, designs, and specifications.

306	The Contractor shall provide all needed support for UAT to include providing environments, provisioning/aging system, running batch jobs, and developing test scripts using use cases.
307	The Contractor shall provide a UAT environment that is production like and separate from other test environments.
308	Ten (10) Business Days prior to the commencement of UAT, the Contractor shall train staff from the Authority and the CSC Operations test team selected to perform UAT.
309	The Contractor shall provide all UAT testers with access to BOS test scripts.
310	The Contractor shall provide test data for UAT that is an extraction and sub-set of production data.

311	During UAT, the Contractor shall develop and retest necessary revisions identified by users during the testing process.
312	The Contractor shall provide technical personnel to support UAT.

7.2.4. Regression Testing

Regression testing is defined as a type of Software testing that verifies that Software previously developed and tested still performs correctly even after it was changed or Interfaced with other Software.

313	The Contractor shall conduct regression testing is to ensure that software changes have not introduced new faults and to determine whether a change in one part of the Software affects other parts of the Software.
314	The Contractor shall conduct regression testing in a Contractor-provided test environment prior to each Software release.

7.2.5. On-site Installation and Commissioning Testing, Mobilization and Go-Live

Onsite Installation and Commissioning Testing is defined as a series of checks and tests to verify Equipment installation and function; BOS operation; and inter-systems operation.

315	The Contractor shall conduct Onsite Installation and Commissioning Testing using the BOS production environment including but not limited to:
	<ul style="list-style-type: none"> • testing that demonstrates the BOS is completely installed and operational in the production environment and the Disaster Recovery location; • Software and test data are loaded; • PCI application vulnerability testing, certification of elements not available/tested during previous testing; • all necessary Hardware and Software for the test; • testing PMMS configuration and setup; • testing all user roles; • testing of internet connectivity and speed; • testing the speed of the BOS while performing various functions; • testing of cutover to generator in the event of power failure; • testing of phone system including IVR;

	<ul style="list-style-type: none"> • testing of Self-Service Website and Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • all necessary personnel for the test and
	<ul style="list-style-type: none"> • updated RTM, SDDD and Business Rules so functionality can be reconciled to the documentation.
316	<p>The Contractor shall provide evidence of readiness to conduct mobilization and Go-Live at the BOS production environment, including but not limited to:</p> <ul style="list-style-type: none"> • The Contractor shall utilize the PCI Security Standards Council’s Prioritized Approach method to indicate how each PCI Requirement is being addressed. This approach shall be submitted to the Authority along with substantiating evidence for review and Approval; • the transfer of certain historical data to the BOS that may remain in the BOS and • a checklist to verify that mobilization is completed in accordance with the BOS Installation Plan and CSC Operations Mobilization Plan.
317	<p>Upon Approval of the Onsite Installation and Commissioning Testing including evidence of readiness the Contractor shall begin mobilization.</p>
318	<p>Upon verification and Approval of the Operational Readiness Demonstration and all testing the Contractor shall Go-Live.</p>

7.2.6. Commencement of Ramp-up/Customer Services

Upon Notice to Proceed for Ramp-up/Customer Services, the Contractor is notified of the Authority’s intent to Go-Live in approximately 120 days.

319	<p>The BOS shall have achieved commencement of Ramp-up/Customer Services within thirty (30) Calendar Days of the notice to proceed for Ramp-up/Customer Services.</p>
320	<p>The Contractor shall have completed the following tasks to achieve Commencement of Ramp-up/Customer Services:</p> <ul style="list-style-type: none"> • the Self-Service Website is available to facilitate full account creation and transponder ordering (actual shipping of transponders will take place closer to road opening); • the Contractor has conducted and successfully completed testing of the Self-Service Website and other functional elements required to facilitate account creation and transponder ordering; • the Contractor has gained approval of all BOS design documents; • the Contractor has gained approval for all CSC Operations, CSC Facility, mobilization and BOS system installation plans and is on schedule in executing the Approved Plans per the Approved Baseline Implementation Schedule;

	<ul style="list-style-type: none"> • system support is operational and monitoring the operational components of the BOS and
	<ul style="list-style-type: none"> • Software support is operational and available to support the operational components of the BOS.

7.2.7. Operational and Acceptance Testing

Operational and Acceptance Testing is defined as a test focused on the readiness of the BOS to be supported, and/or to become part of the production environment.

321	<p>Following Go-Live, the Contractor shall conduct Operational and Acceptance Testing on the BOS production environment in live operations that provides the following, including but not limited to:</p> <ul style="list-style-type: none"> • verification that the Contractor (including the BOS) is compliant with Commencement of Ramp-up/Customer Services; • verification that the BOS is in conformance with the Requirements for a period of sixty (60) consecutive days, onsite in the BOS production environment; • successful access of images from the ETTM System and receipt of the trip/transactions; • reconciliation of all BOS data, transactional and Financial Transactions for a period of sixty (60) consecutive days to verify all data and accounts are being properly processed, reported on and reconciled; • reconciliation of all transaction/trip and image workflows and filters to verify all transactions/trips and images are being properly processed through the BOS; • reconciliation of all electronic Interfaces and portals, including Third-Party Service Providers and Interoperable Agencies; • reconciliation of all account Postings, Financial Transactions, events, etc., to account history entries; • reconciliation of all Financial Accounts in the BOS for two (2) monthly financial periods; • archiving and purging process testing; • disaster recovery testing; • verification of PMMS operations; • adherence to required financial audit and reconciliation Requirements and • adherence to required BOS Performance Measures and reporting.
322	<p>The Contractor shall identify all anomalies and categorize by severity and priority, and all anomalies shall be addressed to the satisfaction of the Authority.</p>

323	If anomalies are identified that are a high severity and high priority during the testing period, the Operational and Acceptance Testing for those functions and any other impacted functions or test areas shall be restarted and shall continue for sixty (60) consecutive days from the day the test was restarted.
324	The Operational and Acceptance Testing shall continue until all the Requirements have been verified and validated in accordance with the MTP and detailed test procedures are completed and Approved by the Authority.

7.3. BOS Acceptance

325	Upon the successful completion and Approval of the Operational and Acceptance Testing, the closure of all punch-list items and completion and submission and Approval of all items required for phase closeout, as set forth in in the Agreement, the Contractor shall be given the Acceptance for the BOS Implementation Phase.
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8. INSTALLATION REQUIREMENTS

This section details the Requirements for the installation or enablement of the BOS at the primary and Disaster Recovery/Business Continuity sites as Approved by the Authority.

8.1. Installation Program

The Contractor shall develop and provide an installation program or provide service documentation that addresses all aspects of the installation or use of the BOS, including all installation design, submissions and coordination for a COTS based solution or service agreements for cloud-based approaches.

326	The Contractor shall be responsible for the design, procurement; installation; cabling; configuration; checklist walk-through, and testing of all Hardware, Software, Equipment, Interfaces and communications provided as part of the BOS, if required.
327	The Contractor shall install or enable the BOS at the primary site and CSC locations which meets the specifications outlined in the Requirements and the Approved BOS Installation Plan.
328	The Contractor shall install or provide the Disaster Recovery BOS and Business Continuity at a location which meets the specifications outlined in the Requirements.
329	The Contractor shall provide, install or enable and secure all communication lines required for the primary BOS facility, the Disaster Recovery and Business Continuity facilities and Authority's CSC locations.
330	The Contractor shall provide, install or enable and secure connection points to the BOS as required to accommodate access and communication with Interoperable Agencies and Third-Party Service Providers.

8.2. Compliance to Standards

331	The Contractor shall adhere to all implementation standards, applicable laws, ordinances and codes as required, including but not limited to:
	• the Security Standards;
	• those from the original Equipment manufacturer;
	• the National Electric Code (NEC);
	• the Institute of Electrical and Electronics Engineers (IEEE);
	• the Occupational Safety and Health Administration (OSHA);
	• county and city codes, as applicable and
	• the State of California, for areas including but not limited to electrical codes, seismic considerations, calibration, configuration and environmental.

8.3. Equipment Installation Requirements

The Contractor shall be responsible for installation of the BOS, including at the CSC and WICs, as described in these Requirements.

332	<p>The Equipment installation design and implementation for the BOS and CSC Operations shall include but not be limited to:</p> <ul style="list-style-type: none"> • all Contractor provided Equipment, including desktop computer environments and phone systems for two (2) permanent Authority personnel, and desktop computer environments and phone systems for an additional three (3) oversight personnel during the mobilization of the facility through Operational and Acceptance Testing; • Interface with and electronically monitor via the PMMS any Authority or Contractor provided emergency power generation at the I-405 CSC and WIC; • furnishing, installing and testing the Interfaces and connectivity between the CSC facility and the BOS; • furnishing, installing and testing the Interfaces and connectivity to the ETTM System; • validating the connectivity to all Interoperable Agencies as described in these Requirements and • validating the connectivity to all external Interfaces to Third-Party Service Providers as described in these Requirements.
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8.4. Implementation Checklist Review and Check-off

The Contractor shall complete all implementation activities and Approved Contract Deliverables Requirements prior to the Go-Live date established by the Authority.

333	The Contractor shall develop a checklist that tracks the progress and completion of all implementation activities for the BOS, CSC Operations and Disaster Recovery.
334	The checklist shall detail those items required to complete the implementation process for all Hardware, Software, Equipment, Interfaces and communications provided as part of the BOS, including terminations and connections.
335	The checklist shall be used to identify all discrepancies and exceptions, and the Contractor shall be responsible for all corrections.
336	The checklist shall be used to document all changes identified, and all such changes shall be Approved by the Authority.
337	A representative(s) from the Authority shall have the right to observe and Approve the implementation.
338	The Authority shall have the right to perform independent inspections, and the Contractor shall be responsible for the correction of all discrepancies and deficiencies identified during the inspection.

339	A copy of the checklist, signed and Approved by the Contractor, attesting to the completeness of the implementation, shall be provided to the Authority upon the completion of the implementation activities.
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9. GENERAL MAINTENANCE AND SOFTWARE SUPPORT SERVICES REQUIREMENTS

9.1. Operations and Maintenance Meetings

9.1.1. Monthly Performance Review Meetings and Reporting

The Contractor shall conduct Monthly BOS Performance Review Meetings with the Authority. These meetings shall provide the Authority with a detailed understanding and review of the Contractor's and the BOS's performance for purposes of receiving guidance from the Authority, Authority oversight, work planning and invoicing.

340	The Contractor shall manage, facilitate and conduct Monthly BOS Performance Review Meetings with the Authority throughout the Operations and Maintenance Phase. At a minimum, the Project Manager (Implementation Phase), Project Manager (Operations and Maintenance Phase), Software Development Manager and a Contractor's CSC Operations Manager (in-person) shall attend these meetings.
341	The Contractor shall schedule and conduct the Monthly BOS Performance Review Meeting with the Authority to occur no more than one (1) week after the submission of a Monthly BOS Report package by the Contractor.
342	Performance reviews, including the provision of all required performance reporting, shall be provided by the Contractor to the Authority beginning one (1) month after Go-Live for the previous month. Any trip volume fee adjustments associated with non-performance shall not be assessed until the fourth month following Go-Live, for the previous (third) month's performance; however, this does not relieve the Contractor of required performance prior to the third month and shall not constitute a waiver of any Authority rights or remedies under the Agreement in this regard.
343	The Contractor shall ensure all issues are addressed and resolved or are placed on the action item list and scheduled for resolution.
344	In addition to other invoicing and payment Requirements, the Contractor shall provide the required monthly performance reports to the Authority, including all required information demonstrating actual performance relative to the Requirements, before an invoice shall be considered for payment. The monthly performance reports structure shall be identified in the Maintenance Plan.

9.1.2. Monthly BOS and Operations Coordination Meetings

During the Operations and Maintenance Phase, the Contractor shall conduct bi-weekly meetings to coordinate the ongoing operation of the CSC. The Contractor shall be responsible for scheduling these meetings and topics for the meeting shall come from the Contractor; the Authority may provide additional topics. The Authority may attend these meetings at its discretion.

345	The Contractor shall manage, facilitate and conduct the Monthly BOS and Operations Coordination Meetings with the Authority during the Operations and Maintenance Phase in order to understand and prepare for supporting the resolution of BOS-related and Toll Facility related issues and other activities which will affect the CSC Operations.
346	During the Monthly BOS and Operations Coordination Meetings, the Contractor shall address BOS and operational topics for which input is needed from the Authority, including but not limited to reviewing the Contractor’s defect tracking report and prioritizing fixes; coordinating Upgrades and Enhancements Approved by the Change Control Board (CCB); reviewing Security Standards and compliance; coordination of scheduled BOS downtime; resolving issues related to personnel and reviewing the Contractor’s CSC and WIC support.
347	The Contractor shall identify all known BOS and operational issues and required discussion topics and provide them to the Authority in advance of the meeting and update the agenda again just prior to the meeting.

9.1.3. Weekly Coordination and Status Meeting with the ETTM System Contractor

During the Operations and Maintenance Phase, there will be a series of working meetings between the Contractor and the ETTM System Contractor to provide details on new and open issues and work through possible solutions. The Contractor shall be responsible for coordinating and scheduling these meetings and topics for the meeting shall come from the Contractor, the ETTM System Contractor and the Authority.

348	The Contractor shall manage, facilitate and conduct the Weekly Coordination and Status Meeting with the ETTM System Contractor. These meetings shall be for the purpose of coordination on all new and ongoing issues. The Authority shall be invited to attend these meetings.
349	During the Weekly Coordination and Status Meetings, the ETTM System Contractor shall review the accuracy and sufficiency of reports, review any discrepancies, and to coordinate any changes to the BOS or ETTM System (such as, bug fixes, Upgrades and Enhancement).
350	The Contractor shall identify all known BOS, ETTM System and operational issues and required discussion topics and provide them to all attendees and the Authority in advance of the meeting and update the agenda again just prior to the meeting.

9.1.4. Change Control Board Meetings

During the Operations and Maintenance Phase, the Contractor shall conduct the CCB Meetings. The Contractor shall be responsible for conducting and scheduling these meetings in accordance with the Authority developed change control process.

351	The Contractor shall manage, facilitate and conduct CCB Meetings with the Authority (meeting may be combined with the ETTM System Contractor CCB meeting at the Authority’s discretion) on an as-needed basis. These meetings shall be for the purpose of providing status, reviewing, Approving and prioritizing BOS changes (such as, Software enhancements, Software Upgrades, Hardware Upgrades, major bug fixes) and operations changes (such as, policies, Business Rules, operational procedures, phone scripts, and staffing).
352	The Contractor shall solicit and identify all known statuses and input from the Authority regarding the CCB and provide them to all attendees and the Authority in advance of the meeting and in accordance with the Authority’s change control process.

9.2. Safety

353	The Contractor shall adhere to all applicable safety standards and guidelines for working on or around energized equipment, including but not limited to the following:
	<ul style="list-style-type: none"> • The Authority’s safety procedures and guidelines; • local code; • State of California, code, standards, safety procedures and guidelines; • Occupational Safety and Health Administration (OSHA); • National Electrical Manufacturers Association (NEMA) and • National Electrical Code (NEC).

10. CONTRACT DELIVERABLES REQUIREMENTS LIST

The following table identifies the Deliverables/Submittals which shall be required for this Project. This table is provided for convenience only; it is the Contractor's responsibility to meet all Requirements.

CDRL ID	CDRL Name
1.	Project Management Plan (including Baseline Implementation Schedule)
2.	Quality Plan
3.	Software Development Plan
4.	Requirements Traceability Matrix
5.	System Detailed Design Documents
6.	Implementation Plan and Related Documentation
7.	Disaster Recovery Plan
8.	Business Continuity Plan
9.	BOS Installation Plan
10.	CSC Operations and Facility Mobilization Plan
11.	End of Agreement Transition Plan
12.	Operations Plan
13.	Standard Operating Procedures (including BOS and CSC Operations)
14.	Staffing and Human Resources Management Plan
15.	Reporting and Reconciliation Plan
16.	Training Plan
17.	Maintenance Plans (including System Maintenance Plan and Software Maintenance Plan)
18.	Third-Party Documentation
19.	Manuals
20.	As-Built Documentation
21.	Master Test Plan
22.	Unit Test Plan
23.	System Integration Test Plan
24.	User Acceptance Test Plan
25.	Full Software Integration Testing Documentation (includes Approval of all associated updated documents: SDDD, Requirements Traceability Matrix and Business Rules documents)
26.	Onsite Installation and Commissioning Test Plan

CDRL ID	CDRL Name
27.	Operational and Acceptance Test Plan
28.	Training Materials and Manuals

Exhibit B

Volume II: BOS Technology and Functionality

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1. STATEMENT OF WORK AND REQUIREMENTS

The following subsections describe the Statement of Work and the Requirements for the Back Office System (BOS). These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and required database fields. The intent of these “including but not limited to” lists is to indicate to the proposer the intent and scope of the Requirement. During design, the naming and number of items and fields will vary; however, all items and fields shall be addresses by the BOS unless the Contractor is formally relieved of the Requirement by the Authority.

1.1. Global System Requirements

The global System Requirements define the overarching Requirements for the Hardware, Software and system comprising the production and non-production environments of the BOS.

The Contractor is encouraged to provide innovative solutions that simplify Maintenance, security and the implementation of Upgrades and Enhancements. The Contractor is permitted to use cloud-based and/or premise-based solutions. During the Operations and Maintenance Phase, the entire technical solution and all Third-Party Service Providers must reside and perform the services within the continental United States.

The Contractor will be responsible for acquiring and maintaining the applicable Payment Card Industry (PCI) Standards Security Council Level based on the quantity and value of Credit Card transactions processed. The global System Requirements include Requirements for securing PII in accordance with California statutes, the Authority’s privacy policy and National Institute of Standards and Technology (NIST) best practices for general information security.

Connecting the BOS to the Electronic Toll and Traffic Management (ETTM) System, Interoperable Agencies inside and outside California and to Third-Party Service Providers requires a wide variety of external Interfaces. Providing for these Interfaces will require the Contractor to use existing Interface Control Documents (ICD) when applicable and develop new/more modern Interfaces at the Authority’s direction.

Although the initial implementation of the BOS will directly support OCTA’s I-405 Toll Facility, the BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily Configured to support these potential additional Toll Facilities.

A BOS-provided Performance Management and Monitoring System (PMMS) shall monitor the performance of the BOS and provide incident and work order management capabilities and data points for measuring the Contractor’s Operations and Maintenance Phase performance as further detailed in the Maintenance and Software Support Services section of these Requirements.

1.1.1. Environments

The BOS shall include multiple environments as required to complete the design, development, integration, testing, delivery and Acceptance of the BOS and properly operate during the Operations and Maintenance Phase. It is the Contractor’s responsibility to provide additional Authority-Approved environments should the ones listed herein be insufficient for the Contractor to deliver the appropriate solution.

1	<p>The operating environment of the BOS shall include, but not be limited to:</p> <ul style="list-style-type: none"> • the primary BOS; • a secondary instance of the BOS to be used for Disaster Recovery (DR) and to support Business Continuity; • telephony system; • the Interactive Voice Response (IVR); • Automatic Call Distribution (ACD); • systems for all servicing all channels of customer communication; • Desktop Environments installed at the I-405 CSC and WIC Facility; • all necessary and required office Equipment (for example, printers, copiers and postage machines); • Desktop Environments and telephony systems for two (2) permanent Authority offices throughout the Term of the Agreement. The telephony systems and Desktop Environments shall include full BOS access and supervisory/manager capabilities related to all customer service communication channels and CSR monitoring applications, and one (1) shared private printer for Authority use; • Desktop Environments and telephony systems for three (3) additional temporary Authority offices/cubicles during mobilization of the Facility and throughout Operational and Acceptance Testing. The telephony systems and Desktop Environments shall include full BOS access and one (1) Desktop Environment and phone system shall include supervisory/manager capabilities related to all customer service communication channels and CSR monitoring applications (in addition to the two (2) permanent Authority offices Desktop Environments and telephony systems); • initial setup, security, and Interface of the I-405 BOS application on desktop computers and peripherals at the OCTA Store WIC (desktop computers and peripherals at the OCTA Store WIC are provided by the Authority); • all network and communications elements; • all required Interfaces and • a data warehouse (Phase II and optional).
2	<p>The primary BOS server environment shall be located at one or a combination of the following locations:</p> <ul style="list-style-type: none"> • hosted at a Tier 3 data center facility and • hosted on a well-established cloud service provider.

3	The primary BOS server environment shall have a dedicated infrastructure such that while hosted at a Tier 3 data center facility or by a well-established cloud service provider, the Authority's dedicated BOS application shall run on dedicated virtual machines and/or containers such that only upgrades to the data center/cloud infrastructure and the Authority's BOS application would potentially affect the uptime of the BOS and there is no possibility of functional or infrastructure upgrades required to service other toll customer's applications would cause any downtime or affect the BOS in any way.
4	The Contractor shall ensure the BOS is fully operational in accordance with the Performance Measures described in these Requirements, for the Implementation and Operations and Maintenance Phases.
5	<p>The Contractor shall provide all computing environments required to achieve Commencement of Ramp-up/Customer Services, including but not limited to:</p> <ul style="list-style-type: none"> • a production environment located within the continental United States and • a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent;
6	<p>The Contractor shall provide all computing environments required to sustain the day-to-day operations of the BOS by the Go-Live date, including but not limited to:</p> <ul style="list-style-type: none"> • a production environment located within the continental United States; • a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent; • a training environment located at the CSC location; • a test environment and • a development environment.
7	During both the Implementation Phase and the Operations and Maintenance Phase, the Contractor shall not allow any Authority data or customer PII outside of the U.S. Individuals and entities outside of the U.S. shall only have access to the development environment and shall not have access to customer PII.
8	The Authority shall have logon access to all BOS environments.
9	The Contractor shall keep all BOS environments current with all major releases of operating systems, databases, Software and firmware. Releases shall not be more than one (1) release behind the manufacturer's latest major release unless Approved by the Authority. The Contractor shall also make the necessary Software changes required to ensure compatibility with the evolving IT environment.

10	With the exception of the development and test environments, which may change as part of testing and development cycles, the Contractor shall keep operating systems, databases, Software and firmware consistent across all environments, including, but not limited to configuration and patch level. At least one development and one test environment shall mirror the current production environment at all times during the Operations and Maintenance Phase.
11	The test environment shall be sufficiently sized to successfully test Software changes and their effect on the production environment, including load and stress testing.

1.1.1.1. *Operating and Computing Environments - Production*

The Contractor is expected to provide a BOS solution that is a dedicated, hosted and/or cloud-based system and as such should provide for the following operating and computing environment Requirements for production.

12	The BOS production environment shall use new Hardware and Equipment for any Equipment installed on-premise at Authority’s facilities or at a hosting facility.
13	The BOS production environment shall be a high availability fault-tolerant design configuration of servers, storage, databases and backup systems and connected using high-speed inter-system storage and networking fabric, including any ancillary Equipment necessary to provide a complete production system which meets the Requirements.
14	In the event of a complete failure of one or more of the components or sub-systems in the BOS production environment, affected components or sub-systems shall failover to the secondary BOS at the DR site. Performance and availability Requirements for the individual components and sub-systems of the BOS shall not be affected.
15	The design and implementation of the BOS production environment shall ensure no single-point-of-failure exists within the configuration and the BOS shall continue to operate without data loss in the event any single component of the configuration fails.
16	The operating system used for all servers shall be a multi-user and multi-tasking operating system from a manufacturer that is widely recognized and used in the United States for complex, high-volume database operations.
17	The operating system shall be compatible with all Hardware, Software and other BOS components for the duration of the Operations and Maintenance Phase, including but not limited to: <ul style="list-style-type: none"> • the Relational Database Management System (RDBMS); • the Contractor’s application Software; • the Contractor’s proposed network and communications topology and • all Desktop Environments and peripherals defined in these Requirements.
18	The operating system shall fully utilize the high availability BOS server architecture.

19	The operating system shall be the latest stable version at the time of implementation (unless otherwise Approved by the Authority), field-proven and have a clearly documented Upgrade path and be supported by the manufacturer.
20	The Contractor shall provide a highly reliable and secure RDBMS for the storage of images, user accounts, transaction/trip data, Violation data and all other data.
21	The RDBMS shall be the latest version at the time of implementation (unless otherwise Approved by the Authority and field-proven to operate in a complex, high-volume transaction environment.
22	The RDBMS shall be certified with the operating system, appropriate application Software and shall fully utilize the high availability BOS server architecture.
23	The RDBMS shall support Upgrades to the operating system, applications, memory, processors and other components.
24	The RDBMS shall have a clearly documented Upgrade path and be supported by the manufacturer.

1.1.1.2. *Operating and Computing Environments – Disaster Recovery (DR)*

25	For DR purposes the Contractor shall provide a DR computing environment of equivalent size and capabilities to the primary BOS, at a secondary location within the continental United States and in a different time zone from the primary BOS.
26	The DR environment configuration shall continuously mimic the BOS production environment in terms of configuration and data and shall be capable of performing all functions of the production environment, at the same performance and availability levels described in these Requirements for the primary BOS.
27	When put into production, the bandwidth provided to the DR site shall provide for the same performance and reduction of latency as the production BOS for both customers and CSC Operations staff.
28	The DR environment at the DR site shall be capable of being brought on-line and made fully operational in accordance with the Performance Measures.
29	In the event of a catastrophic failure of the primary BOS, the secondary BOS at the DR site shall be capable of sustaining BOS operations indefinitely, or until such time as the primary BOS can be brought back on-line or a new primary site is identified and made fully operational.
30	The Contractor shall provide validation that the DR procedures and environment is capable of providing Business Continuity in the event of a catastrophic failure of the primary BOS. This testing shall be coordinated with the Authority and all the results shall be immediately provided to the Authority.
31	The DR server environment shall be located at one or a combination of the following locations: <ul style="list-style-type: none"> • a Tier 2 data center facility and

	<ul style="list-style-type: none"> • a well-established cloud service provider.
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1.1.1.3. *Operating and Computing Environments – Data Warehouse (Phase II and Optional)*

The data warehouse provides for the running of data analytics (Business Intelligence) reporting. It also allows the Authority to either directly or upon request to the Contractor, query data and run reports without having to compete for production reporting resources. The data warehouse environment stores all required data (to be defined during the Implementation Phase) from the BOS.

32	The Contractor shall provide, as part of the production environment, a separate data warehouse environment for business intelligence and analytics reporting.
33	The data warehouse shall be dedicated, and the required general reporting shall not depend on the data warehouse in any way.
34	The Contractor shall be responsible for the design and testing of the extract, transform and load (ETL) process from the BOS during the Implementation Phase and the transfer of data after Go-Live throughout the Operations and Maintenance Phase.
35	The Contractor shall provide validation that all data transferred to the data warehouse is complete and accurate.
36	The data warehouse environment shall be updated from production in near-real time.
37	The data warehouse environment shall be capable of being updated via an ETL process from the production System via a one-way replication.
38	Because the data warehouse is Phase II functionality, if the option is executed, at start-up of the data warehouse the Contractor shall extract all applicable historical data from the BOS. The design of the data warehouse database schema, ETL process and the data analytics application shall be part of a post Go-Live, Phase II task.

1.1.1.4. *Operating and Computing Environments – Training*

39	The Contractor shall provide a non-production training environment, independent from the production and DR environments, to support the initial and ongoing training of the CSC Operations and Authority’s personnel.
40	The training workstation environments shall be located at the CSC site unless the Contractor can submit and gain Authority’s Approval of an alternative location.
41	The training desktop environment shall replicate the production Desktop Environments, including all peripherals as dictated by the position being trained.
42	The number of training stations shall be determined by the Contractor to meet the training needs in accordance with the CSC Operations and Facility Mobilization Plan and on-going remedial and new training of personnel.

43	The Contractor shall provide the capability to restore training environment databases and to periodically refresh the training environment data from the production BOS, using data cleansing procedures Approved by the Authority.
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1.1.1.5. *Operating and Computing Environments – Test*

44	The Contractor shall maintain a BOS test environment that matches the BOS production environment configuration for the purpose of testing and verifying software Enhancements and Upgrades prior to being put into production.
45	At the Authority’s request, the Contractor shall provide access to the test environment for independent testing and verification to software Enhancements and Upgrades prior to being put into production.
46	To the extent possible, the test environment shall interface directly to Third-Party Service Providers and Interoperable Agency test and/or production systems. For example, the DMV and ROV Interfaces.

1.1.1.6. *Email, Chat, Fax and Text Messaging*

47	The Contractor shall provide the capability for manual, scheduled and system triggered outbound/inbound email (including email attachments) and texting that meets the outbound/inbound correspondence Requirements.
48	The Contractor shall provide the capability for outbound/inbound fax that meets the outbound/inbound correspondence Requirements.
49	The Contractor shall provide the capability for chat sessions that meets the Requirements.
50	The Contractor shall provide the capability for multiple outbound domain name emails to avoid spam blocks or may provide an alternative solution.
51	The Contractor shall provide the capability for Authorized Users to view system-generated status information for electronic messages (such as, email, texting or fax) that are sent from within the BOS application. For example, an Authorized User (e.g., customer service representative) verifies that email messages have been successfully sent from the BOS.

1.1.1.7. *Hardware, Software and Other Equipment*

52	The Contractor shall provide completely new Desktop Environments for all CSC Operations personnel.
53	The Contractor shall integrate with the BOS all Authority provided or procured 6c transponder readers/programmers for use in the CSC.
54	The Contractor, with the Approval and assistance of the Authority, shall procure any 6c readers/programmers required for the CSC on a cost pass-through basis.

55	<p>All Hardware and Software shall be new, commercially available products currently in production, of the latest design/version at the time of purchase (unless otherwise Approved by the Authority) and field-proven in high-volume revenue operations, including but not limited to:</p> <ul style="list-style-type: none"> • Hardware; • Software; • firmware and • other supplies, Equipment or components.
56	<p>All Hardware and Software shall be obtainable from multiple sources readily available to the Authority, unless otherwise Approved by the Authority. An exception to this may be the Contractor's custom-developed Software.</p>
57	<p>The Contractor shall provide a dated invoice for all materials procured under this Agreement. Shipping bills shall be retained and copies furnished to the Authority along with the invoice on which they appear.</p>
58	<p>All commercial Software provided as part of the BOS shall be enterprise class. Enterprise class applications are designed to be robust and scalable across a large organization and are customizable to meet the specific needs of the BOS. Note: Do not construe this to require enterprise level software licenses. It is the Contractor's responsibility to provide the proper level of software licensing.</p>
59	<p>The solution furnished and installed shall be appropriately sized for capacity, as required to support growth in traffic volumes. It also shall be scalable, allowing for additional transactions/trips, images and Toll Facilities to be added for all BOS functions while continuing to meet the Performance Measures.</p>
60	<p>The Contractor shall use field-proven Hardware, Software and Equipment configurations that support future Upgrades to processors, memory, storage, operating system, database and other system components.</p>
61	<p>Licenses and Software media (or online access for downloading media) shall be provided to the Authority for all Hardware, third-party Software and firmware procured, furnished and installed as part of the BOS.</p>
62	<p>The Contractor shall retain authorized copies (backups) for all Software media as required for use in periodic BOS Maintenance, Upgrades or system restores for a minimum of one year.</p>
63	<p>All Hardware and Equipment provided to support BOS and CSC Operations shall be networked and fully integrated with the functional BOS (including PMMS) and the Desktop Environments.</p>

64	The standard Point of Sale devices shall support Europay, MasterCard and Visa (EMV) chip integrated circuit card and contactless Near Field Communication (NFC) devices. The Contractor shall ensure compliance with EMV chip guidelines for chip card transactions and International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 18092 specifications for contactless NFC transactions.
65	Check scanners (for remote deposit capture) shall include, but not be limited to: <ul style="list-style-type: none"> • high accuracy Magnetic Ink Character Recognition (MICR) rate; • compliance with “The Check Clearing Act for the 21st Century” (Check 21); • check defacement features and • alphanumeric Optical Character Recognition (OCR) A & B font recognition.

1.1.1.8. Network, Communications, Telephony, Security and Surveillance

66	The Contractor shall provide all required network Equipment and communications lines (including all installation and recurring costs throughout the Term of the Agreement) to connect the CSC and BOS to all required users and systems with sufficient bandwidth to meet all Requirements at no additional cost to the Authority, including: <ul style="list-style-type: none"> • secure dedicated and redundant Interface connections for all BOS to CSC personnel communications; • remote Contractor personnel; • work-at-home Contractor personnel (under certain Business Continuity procedures); • secure dedicated and redundant Interface connections for all Contractor designated Third-Party Service Providers; • all Contractor provided BOS environments; • secure dedicated and redundant Interface connections for customers accessing the BOS or CSC via telephony, IVR, Self-Service Website, Self-Service Mobile Application (Phase II and optional) and all other channels; • secure dedicated and redundant Interface connection to ETTM System at 4301 W. MacArthur Blvd, Santa Ana, CA 92794; • secure dedicated and redundant Interface connections for the OCTA Store WIC location at 600 S Main St, Orange, CA 92868 via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary Equipment at the OCTA Store WIC location;
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	<ul style="list-style-type: none"> • secure dedicated and redundant Interface connections for Authority’s staff locations from various locations via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary Equipment at the Authority staff locations and
	<ul style="list-style-type: none"> • secure dedicated and redundant Interface connections for all Authority designated Third-Party Service Providers via secure public VPN (or other Authority Approved Interface). OCTA or others will provide all necessary Equipment at the Third-Party Service Providers locations.
67	The Contractor shall provide the telephony systems for all CSC Operations personnel at the CSC and the collocated WIC. Note: The telephony system at the OCTA Store WIC at 600 S Main St, Orange, CA 92868 will continue to be provided by OCTA.
68	As part of the Implementation Phase, the Contractor shall provide and install all network Equipment and communications as required to meet the Requirements.
69	The Contractor will assume Maintenance, administration and Upgrade of all network Equipment and communications to service the BOS and CSC throughout the Operations and Maintenance Phase.
70	The network connection to the ETTM System shall be of sufficient bandwidth to support the transfer of images, transactions/trips, Transponder Status Lists and other required files.
71	The Contractor shall increase throughput and bandwidth as needed to eliminate system latency and meet the Requirements.
72	The Contractor shall provide network monitoring Software to monitor all Contractor provided and Authority provided infrastructure, network Equipment and communications related to the BOS and CSC. All network notifications and alarms shall be reported to the PMMS.
73	The Contractor shall provide the capability for time synchronization to one or more certified time server(s). The Contractor shall provide for redundant certified time sources should the primary source be unavailable.
74	The Contractor shall ensure exact synchronization with the ETTM System.
75	The Contractor shall provide secure remote access to the full capabilities of the BOS for Authority Authorized Users working remotely.
76	The Contractor shall be responsible for ensuring that all BOS networks and communications are compliant with the Security Standards.

1.1.2. BOS Functionality

The BOS functionality Requirements begin with the design of a GUI to the BOS. Through the GUI, Authorized Users (from within the CSC) and customers (accessing via the Self-Service Website, and Self-Service Mobile Application (Phase II and optional))) will access a user account and other information within the BOS. This section of the global Requirements also includes Requirements for establishing and controlling user access to the BOS, logging and security controls and maintaining

efficient databases through regular purging and archiving of stale records in accordance with the Security Standards.

1.1.2.1. Graphical User Interface (GUI)

The GUI design must include accepted computer industry design standards for ease of readability, understanding and appropriate use of menu-driven operations, user customization and intuitive operation. The GUI should allow for efficient action by CSR or customer minimizing screens and clicks to modify.

77	The Contractor shall provide a secure, browser-based GUI for the BOS application, Self-Service Website, and all external Interfaces.
78	The Contractor shall provide for secure communications with the BOS application, all customer portals and all external Interfaces, such as Hypertext Transfer Protocol Secure (HTTPS) or similar.
79	The GUI shall adhere to accepted development standards and specifications, including but not limited to World Wide Web Consortium (W3C) and HyperText Markup Language (HTML) Version 5 or current standard.
80	The Contractor shall follow Payment Card Industry Data Security Standard (PCI DSS) and standard security practices in the design of the GUI for the BOS application, all customer portals and all external Interfaces.
81	The GUI design and development shall incorporate human factors and usability engineering and be optimized for speed, as well as provide the following controls, including but not limited to:
	<ul style="list-style-type: none"> • menus (such as pull down, popup, cascading, leveling, etc.);
	<ul style="list-style-type: none"> • allowing for multiple windows within the application, such as to navigate back without having to re-enter a user account;
	<ul style="list-style-type: none"> • informational messages;
	<ul style="list-style-type: none"> • positive feedback;
	<ul style="list-style-type: none"> • exception handling and error dialogs, including logging the error (in the PMMS);
	<ul style="list-style-type: none"> • control icons, links and action buttons;
	<ul style="list-style-type: none"> • data entry fields, combo boxes, check boxes;
	<ul style="list-style-type: none"> • display (read-only) fields and
	<ul style="list-style-type: none"> • general and context-specific help menus.
82	Data entry screens shall have Configurable mandatory fields that require data entry prior to continuing through the process.
83	The Contractor shall provide field-level validation and format verification upon existing data fields applicable to pre-defined formats or standards, including but not limited to:

	<ul style="list-style-type: none"> • alpha-numeric;
	<ul style="list-style-type: none"> • date;
	<ul style="list-style-type: none"> • time;
	<ul style="list-style-type: none"> • special characters;
	<ul style="list-style-type: none"> • length;
	<ul style="list-style-type: none"> • license plate number (based on individual issuing Jurisdiction rules) fields;
	<ul style="list-style-type: none"> • transponder numbers;
	<ul style="list-style-type: none"> • telephone number;
	<ul style="list-style-type: none"> • email address;
	<ul style="list-style-type: none"> • ZIP or postal codes and
	<ul style="list-style-type: none"> • check-digit, checksum, Modulus-10 or other verification algorithms for fields such as Credit Card number.
84	<p>The Contractor shall provide field-level “tooltips” or other interactive help, Configurable by the system administrator, that provide specific guidance on any field presented, including but not limited to:</p>
	<ul style="list-style-type: none"> • alpha-numeric fields;
	<ul style="list-style-type: none"> • date fields;
	<ul style="list-style-type: none"> • time fields;
	<ul style="list-style-type: none"> • special characters;
	<ul style="list-style-type: none"> • username and password;
	<ul style="list-style-type: none"> • length restrictions;
	<ul style="list-style-type: none"> • license plate number (based on individual issuing Jurisdiction rules) fields;
	<ul style="list-style-type: none"> • transponder fields;
	<ul style="list-style-type: none"> • telephone number fields;
	<ul style="list-style-type: none"> • email address fields;
	<ul style="list-style-type: none"> • ZIP or postal code fields and
	<ul style="list-style-type: none"> • Credit Card number fields.
85	<p>The Contractor shall provide the capability for Authorized Users to maintain drop-down lists, including but not limited to:</p>
	<ul style="list-style-type: none"> • add items;

	<ul style="list-style-type: none"> • deactivate items;
	<ul style="list-style-type: none"> • set effective activate and deactivate times;
	<ul style="list-style-type: none"> • modify items;
	<ul style="list-style-type: none"> • toggle item visibility on/off;
	<ul style="list-style-type: none"> • set the display order;
	<ul style="list-style-type: none"> • change the display order;
	<ul style="list-style-type: none"> • set the default value and
	<ul style="list-style-type: none"> • change the default value.

1.1.2.2. BOS Application Requirements

86	The Contractor shall provide navigation optimized for speed and with identical screen presentation and user experience, regardless of the browser used. The BOS application shall detect and advise if the browser being used is out-of-date or not supported, as well as instruct where updates can be obtained.
87	Help menu/dialogue box shall be provided for each screen, each editable field and each selectable option within each screen.
88	The Contractor shall provide workflow and application help menus that integrate seamlessly into the user interface.
89	The Contractor shall provide help menus that provide clear descriptions and walk-through procedures for all standard tasks.

1.1.2.3. User Accounts, User-Roles, User-Role Management and Controls

User account management and role management is an important component to the overall security of the solution. Authorized Users are Approved users that have role-based credentials to access the BOS as an employee of the Contractor, employee of the Authority, Third Party Service Provider, or contractor of the Authority.

90	Authorized Users shall access the BOS using an authenticated, role-based login and be uniquely identified and authenticated using a strong password policy.
91	The Contractor shall provide the capability for only privileged accounts to use tools with administrative capabilities conforming to the concept of least privilege.
92	Allow for full integration with Microsoft Active Directory (AD) or similar access system Approved by the Authority so users are not required to enter separate passwords for system access (the BOS shall prompt users for their credentials and not allow pass-through authentication), and that all rules for password security (for example, characters or rotations) are enforced and passed between the network and the application.
93	The Contractor shall provide the capability to create (Configurable) BOS user accounts.

94	The Contractor shall provide the capability to create a new user account having the same role/rights as an existing user account.
95	The Contractor shall provide the capability to allow first name, middle name and/or last name to be changed without having to create a new user account, such as to correct an error or make a change because of marriage or divorce.
96	The Contractor shall provide the capability to search for Authorized Users using Configurable criteria.
97	The Contractor shall provide the capability to track user accounts created dates and disabled dates information, since user accounts may be enabled and disabled repeatedly over a period of time (because of leaves of absence, etc.).
98	The Contractor shall provide the capability to search and view all information about a user account on a particular date and time.
99	The Contractor shall provide the capability to control all access rights within the BOS through the assignment of user-roles.
100	The BOS shall prevent the direct assignment of rights to an Authorized User, and all rights must flow from a user-role.
101	The Contractor shall provide the following user-role capabilities, including but not be limited to:
	<ul style="list-style-type: none"> • allow Authorized Users to belong to multiple user-roles;
	<ul style="list-style-type: none"> • allow the deactivation of a user-role, provided no active Authorized Users are assigned to that role;
	<ul style="list-style-type: none"> • ensure modifications to roles are immediately propagated through the BOS and to all Authorized Users currently assigned to the role;
	<ul style="list-style-type: none"> • prevent BOS access to users who are not assigned to a user-role and
	<ul style="list-style-type: none"> • provide a built-in “read-only” capability that can be added to any user-role, allowing user accounts assigned to that role to view information on the screen and print reports (but not make changes).
102	The Contractor shall provide the capability for an Authorized User to view the summary of permissions of a user created with multiple user-roles.
103	The Contractor shall provide the capability for Authorized Users to manage user-roles, including but not limited to:
	<ul style="list-style-type: none"> • create new user-roles;
	<ul style="list-style-type: none"> • change access rights;
	<ul style="list-style-type: none"> • assign and un-assign user-roles to user accounts;
	<ul style="list-style-type: none"> • assign and un-assign user accounts to user-roles;

	<ul style="list-style-type: none"> • adjust user-roles and
	<ul style="list-style-type: none"> • deactivate user-roles.
104	<p>The Contractor shall provide the capability for Authorized Users to manage multiple levels of access control based on user-roles, including but not limited to:</p>
	<ul style="list-style-type: none"> • broad functional level, for example, user-role X is denied access to the user account management functionality;
	<ul style="list-style-type: none"> • detailed functional level, for example, user-role Y is allowed access to the user account management functionality but denied access to close user accounts function and
	<ul style="list-style-type: none"> • field level, for example, user-role Z is allowed access to the user account management functionality but denied access to the tax-exempt checkbox.
105	<p>The Contractor shall provide the capability for Authorized Users to deny/allow access or allow read-only access, based on user-roles, including but not be limited to:</p>
	<ul style="list-style-type: none"> • specific menus;
	<ul style="list-style-type: none"> • specific items on a drop-down list;
	<ul style="list-style-type: none"> • specific individual screens;
	<ul style="list-style-type: none"> • specific functions on a screen;
	<ul style="list-style-type: none"> • specific fields within a specific screen;
	<ul style="list-style-type: none"> • specific types of transactions/trips;
	<ul style="list-style-type: none"> • specific processes;
	<ul style="list-style-type: none"> • specific reports;
	<ul style="list-style-type: none"> • specific activities based on account status;
	<ul style="list-style-type: none"> • specific search capabilities;
	<ul style="list-style-type: none"> • specific transaction/trip approval privileges;
	<ul style="list-style-type: none"> • specific workstation location access;
	<ul style="list-style-type: none"> • specific workstation time restrictions and
	<ul style="list-style-type: none"> • specific time restrictions.
106	<p>The Contractor shall provide the capability to configure Flags as part of a user role definition, so they can be viewed based on user-roles.</p>
107	<p>The Contractor shall provide the capability to send Alerts to the PMMS for logging and notification based on the assignment/removal of a specific user-role (Configurable as new user-roles are created).</p>

108	The Contractor shall provide the capability to search for all Authorized Users with a specific role and all user accounts with a specific access right.
109	The Contractor shall provide the capability to search and report on user-roles for a particular date, distinguishing between an active user account (able to access information according to its roles) an inactive user account (temporarily unable to access information because of a locked password or expired from lack of use) and a disabled user account (a user account no longer able to access information because of the intervention of an Authorized User).
110	The BOS shall keep a full history of all user-role details with effective dates so the exact rights for a particular user-role can be viewed by Authorized Users at any point in time.

1.1.2.4. Logging Mechanisms

These mechanisms provide chronological recording of system events and user account activities. They also document the sequence of activities that have been affected at any time during a specific operation, procedure or event.

111	The Contractor shall provide comprehensive, system-wide logging capabilities ensuring every change to a BOS record of any type is logged with a date/time stamp, including the Authorized User (and IP address) that made the change.
112	The Contractor shall ensure that system clocks are synchronized. For example, Desktop Environments, Equipment, servers, physical security systems and CSC Surveillance CCTV systems.
113	The Contractor shall provide the capability to log all changes to user accounts.
114	The Contractor shall provide the capability to log all changes to the Processing Exception List.
115	The Contractor shall provide BOS reports, including but not limited to: <ul style="list-style-type: none"> • reports of logged activity by activity type and • reports of logged activity by user accounts.
116	The Contractor shall create a log when a user-role is assigned, changed or removed from a user account.
117	The Contractor shall provide screens so Authorized Users can view all log files.
118	The Contractor shall provide the capability to log and track all user activities and user accounts viewed by specific user account with date, time stamp, and workstation location.
119	The Contractor shall provide Configurable Alerts to the PMMS for all functions of the BOS which are logged.
120	The Contractor shall provide logging that includes actions taken within a user account with date and time stamp.

121	The Contractor shall provide logging of all changes (view, add, delete, modify) to Credit Card information.
122	The Contractor shall provide logging of all user login attempts, including but not limited to: <ul style="list-style-type: none"> • username; • originating Internet Protocol (IP) address; • date; • time and • success/failure.
123	The Contractor shall provide logging of all customer login attempts, including but not limited to: <ul style="list-style-type: none"> • Uniform Resource Locator (URL); • user account; • browser/platform including version number; • originating IP address; • date; • time and • success/failure.
124	The Contractor shall provide audit logging capabilities that provides the ability for view access by CSR and/or by account to have the review of users that have accessed the account or Case even if no changes have been logged.
125	The Contractor shall create a log of all changes to system configurations or settings and record the user name, date, time and IP address from which the change was made.
126	The Contractor shall be in compliance with all PCI DSS logging requirements while preventing any logging of Credit Card numbers or card verification value data, including debugging and error logs.
127	The Contractor shall be in compliance with all PII logging requirements while preventing any logging of PII data, including in debugging and error logs.
128	The Contractor shall provide the capability to generate an Alert to the PMMS when debugging logs are turned on within the production environment.
129	The Contractor shall prevent tampering with log file data.
130	The Contractor shall provide the capability to log and track changes to applications, databases and operating systems.

1.1.2.5. BOS Security Standards, PCI-DSS, PII and Best Practices

The Contractor shall provide security and access controls in accordance with the Security Standards. These Security Standards will evolve as standards, best practices and California statutes evolve over the Term of the Agreement.

131	<p>The Contractor’s approach to BOS and user security shall continually provide adherence to the latest specifications, publications, policies and standards, including but not be limited to:</p> <ul style="list-style-type: none"> • compliance with PCI DSS; • protecting the confidentiality of PII in accordance with the Authority’s privacy policy; • protecting the confidentiality of PII in accordance with Section 31490 of the Streets and Highways Code and other applicable California statutes; • protecting the confidentiality of PII in accordance with the recommendations in publication 800-122 from the National Institute of Standards and Technology (NIST) or subsequent versions; • protecting the confidentiality of PII in accordance with California Consumer Privacy Act (CCPA); • protecting the confidentiality of PII in accordance with California Online Privacy Protection Act (CalOPPA); • encryption of data in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices; • protecting the confidentiality of PII in accordance with the California Civil Code Section 1747.08.; • account for information security management risk as described by NIST Cybersecurity Framework special publication 800-39; • conformance to applicable best practices for information security management as described by the ISO/IEC 27000 standards; • the security Requirements and • all California and out-of-state DMV security requirements and standards.
132	<p>The Contractor shall Design the System to anticipate that during the Implementation and/or Maintenance Phases the System will become subject to more restrictive digital privacy laws and regulations (for example, similar to European Union General Data Protection Regulation (GDPR)). During Design within the Implementation Phase, the Contractor shall provide documentation (within applicable deliverables) and demonstrate (during testing) the System’s preparedness to anticipate more restrictive privacy Requirements.</p>

133	The Contractor shall establish and maintain a formal, documented, mandated, BOS and CSC Operations information security policy that shall be communicated to all Contractor and Subcontractors personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all Security Standards, applicable laws and regulations, and to address new threats and risks.
134	The information security policy shall address all removable media except in the context of Contractor's routine back-ups or as otherwise specifically Approved by the Authority, Contractor shall institute strict physical and logical security controls to prevent transfer of BOS data via removable media.
135	The Contractor shall provide strong end-to-end encryption for all sensitive information, including PCI and PII) stored within databases (at rest) or being transmitted (in-motion).
136	The Contractor shall use strong encryption methods such as AES FIPS-179 (128 bits and higher) or RSA (2048 bits and higher), or an equivalent if Approved by the Authority.
137	The Contractor shall provide encryption keys that are considered sensitive information and stored on appropriately secured servers.
138	The Contractor shall prevent any unauthorized user, system or database administrator from viewing encrypted information in unencrypted form, while providing the capability for Authorized Users to view encrypted information in unencrypted form to perform tasks based on a defined role.
139	The Contractor shall ensure that no cardholder data, such as Credit Card numbers or card verification value data, is in any BOS environments.
140	The Contractor shall ensure that no PII data is in the BOS environments other than production, DR and test.
141	The Contractor shall provide comprehensive user credential controls that are compliant with PCI standards, including but not limited to: <ul style="list-style-type: none"> • prevent the creation of 'generic' user accounts - all user accounts shall be associated to a specific person. For example, use the unique employee ID as a required field for each user account. Duplicate IDs would be rejected and • prevent a user (role-based) from logging in at two different machines at the same time, while allowing a single user on a single machine to have multiple sessions open at the same time.
142	The Contractor shall provide the capability to configure different user credential controls for different types of users, including but not limited to: <ul style="list-style-type: none"> • Authorized Users who will access the BOS; • Third-Party Service Providers that access the BOS via external Interfaces and • customers who will access the BOS via the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and the IVR.

143	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to out-of-date security software and patch versions.
144	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to all attempted intrusions, virus attacks, ransomware attacks, spamming, denial of service and attempted/successful unauthorized access.
145	For any Hardware removed from the BOS, the Contractor shall provide a notarized statement, detailing the removal or destruction method used, the data sets involved, the date of destruction, and the company or individual who performed the destruction. The statement shall be sent to the Authority within fifteen (15) Calendar Days of removal of the Hardware. The destruction or erasure of data or information pursuant to this section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization)
146	The Contractor shall provide a report of all security incidents. The Authority or its third-party designee may, but is not obligated to, perform audits, security tests and intrusion tests of BOS environments that may also include, but are not limited to, interviews of relevant personnel, review of documentation, and/or technical inspection of systems.
147	The Contractor shall provide for Authority's review any original security reports related to security assessments that the Contractor has undertaken to assess BOS and shall notify the Authority of all security assessments.

1.1.2.6. Archival and Purge Control Mechanisms

The Authority is public and, therefore, are subject to the law governing the retention and disposition of information considered as public record. The Requirements for archiving and purging include Requirements for automating these activities in a way that maintains compliance with the Contractor retention schedule that is provided as part of the Contractor's Maintenance documentation, while providing the Authority a method to Approve the disposition of records before they are deleted.

148	The Contractors archival and purge processes shall be in compliance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.
149	The Contractor shall provide the capability for fully automated and Configurable storage of historical data (archival) and the permanent deletion of inactive or obsolete data (purging).
150	The Contractor shall provide the capability to store 100 percent of the BOS electronic information in accordance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.
151	The Contractor shall provide the capability to store 100 percent of the BOS electronic historical information indefinitely if they have enduring significance to the Authority's activity (i.e., permanent, evidentiary, and/or historical value) in accordance with the retention schedule. All information, other than that prohibited within the Requirements, will be retained for the duration of the Agreement and archived or moved to long-term storage as deemed appropriate during the Implementation Phase to meet all customer and Authority needs for reporting and data access

152	Archival and purge routines shall be Configurable for each impacted data element, including but not limited to:
	<ul style="list-style-type: none"> • transactional data;
	<ul style="list-style-type: none"> • all formats of customer PII data;
	<ul style="list-style-type: none"> • Images (Violations-related and I-Toll-related);
	<ul style="list-style-type: none"> • documents;
	<ul style="list-style-type: none"> • Notifications;
	<ul style="list-style-type: none"> • BOS logs and
	<ul style="list-style-type: none"> • third-party provided files.
153	The Contractor shall provide the capability to archive data on a monthly interval.
154	The Contractor shall provide the capability to purge archived data on a periodic basis.
155	Authorized Users shall have the capability to request retrieval of archived data through the Contractor's ticketing system included in the PMMS.
156	All archived data shall be stored on permanent, long-term storage media and shall be maintained at a secure Authority Approved third-party commercial data storage facility.
157	Servers shall retain transaction/trip and summarized data, all images and BOS logs online for a specified period of time and then archive that data.
158	Data shall be purged in accordance with the data retention schedule.
159	The Contractor shall provide the capability to notify the BOS Maintenance personnel via the PMMS a Configurable number of days in advance and require Authorized User approval for when archival and purging jobs are to be executed, including but not limited to data elements impacted, date range applied and data size impact.
160	After successful archival of data and confirmation via the PMMS, the deletion of online data shall be automatic, without user intervention and shall generate a message to be transmitted according to the PMMS rules. Absolutely no transactions/trips shall be deleted unless confirmed to be successfully archived.
161	The BOS servers shall be sized to accommodate for the restoration of selected archived data (one -year minimum).
162	Authorized Users shall be able to generate queries from the restored data.

1.1.3. Interfaces

The Contractor is responsible for working with the Authority, Interoperable Agencies/California Toll Operators Committee (CTOC) and Third-party Service Providers in designing, developing, documenting, testing and implementing all required Interfaces and portals.

1.1.3.1. General Requirements for External Interfaces

Electronic Interfaces are required to provide BOS connectivity. The technical specifications for these Interfaces are documented in ICDs that have either already been developed by the Authority or shall be developed by the Contractor. The ICDs include Requirements for data format and transmission, criteria for acknowledgement and validation of transmitted data and procedures for recording and reconciliation as appropriate for each Interface.

163	The Contractor shall develop new or comply with existing electronic Interfaces at the direction of the Authority.
164	The Contractor shall provide for guaranteed transmission of data for all Interfaces and portals.
165	The Contractor shall provide for 100 percent reconciliation of the transmitted and received data and files.
166	The Contractor shall provide the capability for Authorized Users to access and view the contents of files, including compressed or encrypted files, which are received by the BOS and transmitted by the BOS in a readable format. Authorized Users shall have the capability to save the contents of such files.
167	The Contractor shall provide the capability for sending real-time Alerts to the PMMS for Interface and data transmission failures, including but not limited to: <ul style="list-style-type: none"> • real-time dashboard for managing and monitoring Interfaces; • workflow user Interface for managing and monitoring steps within each Interface; • status and history of executions; • comprehensive scheduling of file transmissions; • tools for viewing data and/or contents of files received via Interfaces and portals (compressed or encrypted); • comprehensive reporting for transmitted and received data and files; • tight integration with the PMMS and notification of failed transmissions and • capability to manually execute a failed transmission.
168	When using File Transmission Protocol (FTP), the Contractor shall utilize Secure File Transmission Protocols (SFTP) for the transfer of data and/or files via Interfaces and portals.
169	The Contractor shall provide the capability to transmit and receive multiple files during each scheduled batch.
170	The Contractor shall provide the capability to transmit and receive multiple full and incremental files in a day.

171	The Contractor shall utilize file naming conventions that prevent the over-write of data and/or files. For example, include the date and time of transmission.
172	The Contractor shall provide file handling and processing methods that provide for a complete log of the data and/or file transfer process.
173	The Contractor shall validate records and identify errors in the received data and/or files, including but not limited to:
	• mandatory fields;
	• data formats;
	• data validity (for example, user account number not found in the BOS);
	• duplicate records;
	• unexpected response;
	• checksum/record count verification and
	• incorrect status.
174	The Contractor shall provide the capability to correct and re-transmit data and/or files (the process shall be automated to the extent possible).
175	The Contractor shall provide the capability to process re-transmitted data and/or files.
176	The Contractor shall provide the capability to transmit the error details to the transmitting entity, as well as record it in the PMMS.
177	The Contractor shall provide the ability to identify missing records/transactions/images and request the transmission of such missing records/transactions/images.
178	The Contractor shall reconcile the transmitted records to the records received and accepted by the receiving entity.
179	The Contractor shall provide the means to identify Interface issues by validating the file transmission process, including but not limited to:
	• creation and transmission of data and/or a file at the scheduled time, even if there are no records to transmit;
	• determination if the data and/or a file was transmitted or received at the scheduled time;
	• creation of Alerts to the PMMS if data and/or a file was not created or received at the scheduled time;
	• creation of Alerts to the PMMS if received data and/or a file was not acknowledged;
	• creation of Alerts to the PMMS if records in the received data and/or file had errors when processed;

	<ul style="list-style-type: none"> • provide details in real-time to the PMMS of each failed record and • creation of Alerts to the PMMS when a response has not been received for individual records within the expected duration.
180	The Contractor shall provide data and/or file transmission and reconciliation reports as described in these Requirements.
181	<p>All responses received from third-party Interfaces and all actions required of the third-party to a file transmitted by the BOS shall be associated with the original transaction, including but not limited to:</p> <ul style="list-style-type: none"> • Violation data and images; • images of check copies for a payment; • Notifications to customers transmitted by the Collection Agency; • comments and dispositions transmitted in the response file and • emails received from the customer related to a specific transaction/trip or Violation.
182	The Contractor shall provide the capability for Authorized Users to obtain the history of updates to a transaction/trip.
183	<p>The Contractor shall provide a dashboard that tracks the progress of data and/or file transmissions through each stage and their acknowledgements by the receiving entity, including but not limited to:</p> <ul style="list-style-type: none"> • transactions/trips eligible for transmission; • file and/or data created with file name; • file and/or data transmitted; • file and/or data received; • file and/or data accepted; • file and /or data rejected; • file and/or data re-transmitted; • number of records in the file and/or data set; • number of unique user accounts and • number of failed records.
184	The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to file and/or data transmission for each Interface. For example, scheduling the time-of-day that a specific file is transmitted.

185	The Contractor shall monitor the disk capacity where files and/or data are deposited and send an Alert to the PMMS and third-party entities (if applicable) if folders are near capacity (Configurable) or full.
186	The Contractor shall provide the capability to automatically archive successfully processed data and/or files after a number of days (Configurable).
187	The Contractor shall provide the data to reconcile file transmissions.
188	The Contractor shall conform to any existing ICDs, including any updates required at the time of design and develop all new ICDs that are required to be developed. It is the Contractor's responsibility to ensure all ICDs (including existing) are accurate, updated and meet the Requirements of the BOS before developing the Interfaces. Standards-based Interfaces shall be used when available and all Interfaces shall be Approved by the Authority.
189	Where the Third-party Service Provider currently supports or is willing to develop a more modern and current interface, the Contractor shall be responsible for developing the ICD or using the ICD to develop the new Interface as directed by the Authority.
190	The Contractor shall implement required updates to Interfaces at the direction of the Agencies at no additional cost to the Agencies.

1.1.3.2. Interface to the ETTM System

This Interface connects the BOS with the ETTM System for transmitting transactions/trips, images, toll rate information, transponder files, license plate files and other data to the BOS for processing and for transmitting various data back to the ETTM System.

191	It is anticipated that the BOS shall receive, process and store an average of four (4) transactions per trip, including both Toll Collection Enforcement Site (TCES) and Toll Transponder Read Site (TTRS) transactions.
192	If the BOS implementation requires an update to the ETTM System ICDs, the Contractor shall develop the new ICD and coordinate all design, development and testing with the ETTM System Contractor.
193	The ETTM System ICDs may include many data fields, including but not limited to: <ul style="list-style-type: none"> • trip transaction ID; • trip ID; • timestamp for when the trip started; • amount of time that was being allotted for travel from the pricing sign to the Toll Zone; • Occupancy Setting applied for the overall trip; • Clean Air Vehicle identifier for overall trip;

<ul style="list-style-type: none"> • motorcycle identifier for overall trip;
<ul style="list-style-type: none"> • image-based or a tag-based trip identifier;
<ul style="list-style-type: none"> • total toll rate assigned for the trip;
<ul style="list-style-type: none"> • total toll rate that was in effect at the time of the trip;
<ul style="list-style-type: none"> • primary transponder ID for the overall trip;
<ul style="list-style-type: none"> • license plate number for the overall trip;
<ul style="list-style-type: none"> • Jurisdiction of the license plate for the overall trip;
<ul style="list-style-type: none"> • license Plate Type for the overall trip;
<ul style="list-style-type: none"> • segment identifier;
<ul style="list-style-type: none"> • lane identifier;
<ul style="list-style-type: none"> • lane mode identifier;
<ul style="list-style-type: none"> • Straddle – This is a yes/no type identifier for whether the vehicle was straddling the lane line when it went through the Toll Zone;
<ul style="list-style-type: none"> • timestamp for when the transaction occurred;
<ul style="list-style-type: none"> • transponder items below shall be enumerated for each transponder read at the Toll Zone, with all of the subsections being listed for each transponder;
<ul style="list-style-type: none"> • transponder ID;
<ul style="list-style-type: none"> • timestamp when the transponder was read;
<ul style="list-style-type: none"> • transponder status;
<ul style="list-style-type: none"> • transponder type;
<ul style="list-style-type: none"> • transponder Occupancy Setting;
<ul style="list-style-type: none"> • primary transponder identifier;
<ul style="list-style-type: none"> • buffered transponder read identifier;
<ul style="list-style-type: none"> • spurious transponder read identifier;
<ul style="list-style-type: none"> • license plate number selected for the transaction based on confidence values;
<ul style="list-style-type: none"> • Jurisdiction of the license plate selected for the transaction based on confidence values;
<ul style="list-style-type: none"> • license Plate Type selected for the transaction based on confidence values;
<ul style="list-style-type: none"> • OCR confidence;

	<ul style="list-style-type: none"> • Occupancy Detection System occupancy assigned (if applicable);
	<ul style="list-style-type: none"> • occupancy assigned;
	<ul style="list-style-type: none"> • Clean Air Vehicle identifier;
	<ul style="list-style-type: none"> • motorcycle identifier;
	<ul style="list-style-type: none"> • vehicle classification;
	<ul style="list-style-type: none"> • Image items below shall be enumerated for each image captured at the Toll Zone, with all of the subsections being listed for each image;
	<ul style="list-style-type: none"> • file name for the image;
	<ul style="list-style-type: none"> • camera that took the image;
	<ul style="list-style-type: none"> • timestamp for when the image was captured;
	<ul style="list-style-type: none"> • license plate number reported by the OCR/image review system for the individual image;
	<ul style="list-style-type: none"> • Jurisdiction of the license plate reported by the OCR/image review system for the individual image;
	<ul style="list-style-type: none"> • license Plate Type reported by the OCR/image review system for the individual image;
	<ul style="list-style-type: none"> • OCR confidence value for the license plate assigned by the OCR/image review system for the individual image and
	<ul style="list-style-type: none"> • payment type identifies whether the individual transaction registered as an Image-Based or a Transponder-Based Transaction.
194	The Contractor shall Interface to the ETTM System to obtain and acknowledge 100 percent of all transactions/trips, associated transaction and Violation images in accordance with the ICDs to be developed during Project design.
195	The ETTM System Interface shall be capable of the following Configurable functionality, including but not limited to: <ul style="list-style-type: none"> • sending the comprehensive and incremental Authority Tag Status Files and License Plate Status Files (for both the CTOC Agencies' and Interoperable Agencies') in real-time and at scheduled intervals (e.g., every 10 minutes). The BOS shall support sending the Tag Status File and Plate Status File as single file or as separate files; • sending Interoperable Agency transponder statuses periodically (incremental and comprehensive) multiple times per day (e.g., every 10 minutes); • sending rental car files (incremental and comprehensive) multiple times per day (e.g., every 10 minutes);

	<ul style="list-style-type: none"> • sending Plate Correction List from customer disputes and audit checks no less than every hour;
	<ul style="list-style-type: none"> • sending Processing Exception List maintained at the BOS no less than every hour;
	<ul style="list-style-type: none"> • receiving Transponder-Based Transactions/Trips;
	<ul style="list-style-type: none"> • receiving Image-Based Transactions/Trips (including license plate number, Jurisdiction, and type, if required) and
	<ul style="list-style-type: none"> • receiving other files (such as toll rate schedules and variable pricing information).
196	The Contractor shall provide the capability to positively acknowledge (ACK) message receipt, negatively acknowledge or reject a message (NACK) and reconcile data transmissions from the ETTM System.
197	The Contractor shall receive and store color and black and white images for each transaction that comprises the trip, from the ETTM System including:
	<ul style="list-style-type: none"> • ROI image(s) – average of approximately 8KB per image;
	<ul style="list-style-type: none"> • full rear image(s) – average of approximately 450KB per image;
	<ul style="list-style-type: none"> • full rear straddle image(s) – average of approximately 450KB per image and
	<ul style="list-style-type: none"> • overview image(s) – average of approximately 450KB per image.

1.1.3.3. Interface to the Interoperable Agencies

This Interface connects the BOS with the Interoperable Agencies for data exchange.

198	The Contractor shall provide the Interface to WRTO/CTOC Interoperable Agencies and Regional and National Hubs, for the functionality described within these Requirements and in accordance with latest and future WRTO/CTOC ICDs. The Contractor shall support Interoperable agencies that will be on different versions of the WRTO/CTOC ICD throughout the Term of the Agreement.
199	The Contractor shall provide the capability to obtain and acknowledge 100 percent of all transactions/trips and images from Interoperable Agencies.
200	The Contractor shall provide the capability to transmit 100 percent of all Interoperable Agency customer transactions/trips and images to their respective Interoperable Agencies.
201	The Contractor shall provide the capability (Configurable) to transmit the Authority’s plaza update (including addition of new plaza facilities) information to Interoperable Agencies.
202	The Contractor shall provide the capability (Configurable) to receive Interoperable Agencies’ plaza update (including addition of new plaza facilities) information.
203	The Contractor shall provide the capability (Configurable) to transmit the Authority’s Transponder Status Lists (TSLs) to Interoperable Agencies.

204	The Contractor shall provide the capability (Configurable) to receive Interoperable Agency TSLs from Interoperable Agencies.
205	The Contractor shall provide the capability (Configurable) to transmit BOS customer license plate numbers to Interoperable Agencies.
206	The Contractor shall provide the capability (Configurable) to receive license plate numbers from Interoperable Agencies.

1.1.3.4. Interface to California and Arizona DMV

This Interface connects to the California, Arizona, Oregon and Nevada DMVs to obtain information (such as name, address, vehicle make/model, CAV designation, VIN) about vehicles which fail to properly pay the toll amount.

207	The Contractor shall provide and administer a direct DMV Interfaces for the purpose of obtaining for vehicles travelling in the Express Lanes Facility and the placement and release of vehicle Registration Holds, including.
	<ul style="list-style-type: none"> • California DMV; • California Temporary License Plate DMV database; • Arizona DMV (including Temporary License Plate DMV database if applicable); • Oregon DMV (including Temporary License Plate DMV database if applicable) and • Nevada DMV (including Temporary License Plate DMV database if applicable).
208	Whenever available, the Contractor shall use the on-line DMV Interface allowing for real time look ups and updates. If multiple DMV Interfaces are available to provide the same information, during the Implementation Phase the Authority shall direct the Contractor as to which Interface to implement.
209	The Contractor shall obtain approval from all DMVs to be a processor for the Authority.
210	The Contractor shall maintain all security requirements required by all DMVs.

1.1.3.5. Interface to Rental Car Service Providers

This Interface connects to Rental Car Service Providers to exchange transactions/trips, vehicle, renter information, rental agreements and payment information with the BOS, for rental cars that incur tolls on the Authority's Toll Facilities.

211	The Contractor shall provide the capability to transmit and receive vehicle information from all rental car companies using a Rental Car Service Providers.
212	The Contractor shall provide the Interfaces to Rental Car Service Providers for the functionality described within these Requirements and in accordance with ICDs to be developed during Project design.

213	The Contractor shall provide the capability to schedule and automatically send periodic (Configurable) detailed rental car account toll transaction/trip files to Rental Car Service Providers.
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1.1.3.6. *Interface to Transportation Corridor Agencies (TCA) for the Disposition of Rental Car Trips*

The Transportation Corridor Agencies (TCA) intends to host rental car plates and transponders and collect tolls on behalf of other CTOC agencies.

214	The Contractor shall provide the capability to transmit and receive vehicle information from TCA in a separate TSL and License Plate Status File IOP file.
215	The Contractor shall provide the capability to provide TCA with toll amounts due for the plates and transponders in the rental file and process payments from TCA.

1.1.3.7. *Interface to the Authority's BOS Bank*

This Interface is to the Authority -provided bank to retrieve all required banking information.

216	The Contractor shall provide an Interface to the Authority Bank to retrieve, process and store all information required to support the all-electronic BOS bank reconciliation process.
217	The Interface shall support the use of Positive Pay to deter check fraud.

1.1.3.8. *Interface to California Franchise Tax Board (FTB) Tax Intercept Program*

This Interface is to the California FTB Tax Intercept Program to provide and receive all required Tax Intercept information.

218	The Contractor shall provide an Interface to the California FTB to retrieve, process and store all information required to support the Tax Intercept process.
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1.1.3.9. *Interfaces to Authority's Financial Accounting Systems*

219	The Contractor shall provide an Interface to the Authority's financial accounting system for the purpose of issuing accounts payable checks.
220	The Contractor shall provide an Interface to the Authority's financial accounting system for the purpose of recording financial activity to the general ledger.

1.1.3.10. *Interface/Connectivity to Contractor-Provided Services*

The Contractor shall provide connectivity to service providers for which the Contractor is responsible. The Requirements are not prescriptive as to the Interface type or method.

221	The Contractor shall provide connectivity to Contractor selected Third-party Service Providers as required to meet the Requirements, including but not limited to:
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	<ul style="list-style-type: none"> • Collection Agency 1 (Direct Access to BOS is Phase II Functionality);
	<ul style="list-style-type: none"> • Collection Agency 2 (Direct Access to BOS is Phase II Functionality);
	<ul style="list-style-type: none"> • Customer Satisfaction Survey Provider Subcontractor;
	<ul style="list-style-type: none"> • Lockbox Service Provider (optional);
	<ul style="list-style-type: none"> • Merchant Service Provider 1;
	<ul style="list-style-type: none"> • Merchant Service Provider 2;
	<ul style="list-style-type: none"> • 3rd Party ROV Lookup for all 50 states (excluding direct connect DMVs), District of Columbia, U.S. Government and
	<ul style="list-style-type: none"> • Print/Mail House Service Provider (optional).

1.1.4. Performance Management and Monitoring System

The Performance Management and Monitoring System (PMMS) supports BOS Maintenance Requirements for all Hardware, Software and other BOS components by monitoring BOS processes, Equipment, jobs and Interfaces in real-time to identify degradations in performance or availability before they impact end users. The PMMS generates Alerts and creates actionable trouble tickets that can be tracked to resolution.

222	The Contractor shall provide a PMMS that supports BOS Maintenance Requirements for all Hardware, Software and other BOS components, in accordance with these Requirements.
223	The Contractor shall provide a PMMS that monitors, Alerts and generates trouble tickets in real-time for all BOS processes, Equipment, jobs and Interfaces, including but not limited to:
	<ul style="list-style-type: none"> • communications issues;
	<ul style="list-style-type: none"> • electrical power issues;
	<ul style="list-style-type: none"> • temperature issues;
	<ul style="list-style-type: none"> • Hardware issues;
	<ul style="list-style-type: none"> • Software issues or failures;
	<ul style="list-style-type: none"> • database issues;
	<ul style="list-style-type: none"> • anomalies to the system design;
	<ul style="list-style-type: none"> • issues with customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional));
	<ul style="list-style-type: none"> • file systems and file system issues;
	<ul style="list-style-type: none"> • issues with jobs, processes or data flows;
	<ul style="list-style-type: none"> • BOS health – overall and by component;

	<ul style="list-style-type: none"> • BOS and application performance;
	<ul style="list-style-type: none"> • BOS utilization – disk space, disk IOs, CPU, memory, throughput (Configurable thresholds);
	<ul style="list-style-type: none"> • security events;
	<ul style="list-style-type: none"> • Logs;
	<ul style="list-style-type: none"> • access controls;
	<ul style="list-style-type: none"> • CSC CCTV Surveillance System and
	<ul style="list-style-type: none"> • CSC physical security systems.
224	<p>The PMMS shall provide comprehensive recording capabilities, including but not limited to:</p> <ul style="list-style-type: none"> • log aggregation (from disparate systems or Modules); • event correlation (cause and effect association); • log shipping and • log management functions.
225	<p>The PMMS shall have the ability to receive success or failure information regarding data management activities, including but not limited to:</p> <ul style="list-style-type: none"> • backup; • DR data transfer and synchronization status; • data archival and • data restores.
226	<p>The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity triggered by users and systems, including but not limited to:</p> <ul style="list-style-type: none"> • multiple one-time replenishments coupled with closing of customer accounts; • repeated opening and closing of customer accounts; • refunds over a dollar amount (Configurable) and • multiple deposits and refunds on the same customer account.
227	<p>The PMMS shall monitor that all BOS components have current and up-to-date virus, firewall and spam protection and other security Software that prevent single point of vulnerability from external threats, virus attacks, ransomware, spam protection and unauthorized access.</p>

228	<p>The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity, including but not limited to:</p> <ul style="list-style-type: none"> • attempted network or system intrusions; • attempted malicious attacks and • Unexpected changes to security settings on firewalls and other security systems.
229	<p>The PMMS shall include, but not be limited to the following capabilities:</p> <ul style="list-style-type: none"> • receiving and monitoring status messages for all BOS Hardware and Software; • grouping, sorting and filtering by message type, time, Equipment, subsystem, etc.; • local trouble ticket manual entry or email entry by users; • automatic work order generation; • storing data in a relational database to allow for data recovery and flexibility in reporting the raw data (including dashboards and ad-hoc reporting); • generating (automatically) monthly performance reports; • tracking service requests; • assigning priorities and actions to events; • notifying (automatically) Maintenance personnel via reports, text and email; • assigning trouble tickets to Maintenance personnel; • reassigning (manually) trouble tickets to other Maintenance personnel; • escalating (automatically) trouble tickets to other Maintenance personnel; • recording time of acknowledgement by Maintenance personnel; • recording time of acknowledgement by all subsequently assigned Maintenance personnel; • recording time of repair; • recording time of Equipment recovery; • recording completion of service calls; • attachment of common document type, such as Microsoft Word, Portable Document Format (PDF), email and screen capture images; • providing automatic Alerts for trouble tickets not closed in a specified time; • maintaining and tracking repair Maintenance activity;

	<ul style="list-style-type: none"> • calculating response times, repair times and down time from the data entered by the Maintenance staff and automatically generated by the BOS;
	<ul style="list-style-type: none"> • accepting and updating trouble tickets from mobile hand-held devices and smart phone entries;
	<ul style="list-style-type: none"> • role-based security;
	<ul style="list-style-type: none"> • automatic system exception reporting for all processes that are not running;
	<ul style="list-style-type: none"> • automatic system workflow exception reporting for all items that are not processing correctly or are hung up in the BOS and
	<ul style="list-style-type: none"> • providing hard copy reports on issues, failures and trouble resolution status.
230	The PMMS shall record all configuration data in a configuration management database, which shall be updated after each system component change, including application of BOS patches.
231	The PMMS shall provide system Maintenance personnel with screens, dashboards and reports within the PMMS that allows for the verification and monitoring of all processes, programs and scheduled tasks. Failures shall be visible in a PMMS screen accessible to Maintenance personnel. Event and error logs shall be provided to assist Maintenance personnel with investigating problems.
232	All PMMS screens, dashboards and reports shall be available to Authorized Users from the Authority.
233	The PMMS shall provide Authorized Users with operational, management and performance reports from the PMMS that include but are not limited to:
	<ul style="list-style-type: none"> • summarized and detailed alarm history;
	<ul style="list-style-type: none"> • Maintenance paging and response history;
	<ul style="list-style-type: none"> • work order status and tracking;
	<ul style="list-style-type: none"> • Equipment inventory and life cycle tracking;
	<ul style="list-style-type: none"> • Equipment availability;
	<ul style="list-style-type: none"> • preventive and predictive Maintenance;
	<ul style="list-style-type: none"> • corrective Maintenance;
	<ul style="list-style-type: none"> • response and repair times for each of the priorities;
	<ul style="list-style-type: none"> • Equipment use history;
	<ul style="list-style-type: none"> • Equipment repair history;
	<ul style="list-style-type: none"> • total System availability;

	<ul style="list-style-type: none"> • sub-System availability for components of the BOS, IVR System, Self-Service Website and Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • Equipment versions, Software versions, firmware versions and serial numbers for all Equipment installed under these Requirements;
	<ul style="list-style-type: none"> • incident logs and lost revenue estimates;
	<ul style="list-style-type: none"> • performance reports detailing compliance to the Performance Measures;
	<ul style="list-style-type: none"> • a detailed list of parts replaced as a result of Maintenance actions;
	<ul style="list-style-type: none"> • status of removed parts and Equipment with an aging status for parts under repair or replacement (serial numbers, being repaired in Maintenance shop, purchase replacement part);
	<ul style="list-style-type: none"> • performance reports;
	<ul style="list-style-type: none"> • an exceptions report summarizing all unusual or significant occurrences during the period and
	<ul style="list-style-type: none"> • trend analysis for repetitive failure.
234	The PMMS shall support the management of preventive/predictive Maintenance schedules.
235	The PMMS shall provide the capability to automatically generate work orders for preventive/predictive Maintenance tasks.
236	The Contractor shall provide a PMMS that supports asset management, including but not limited to:
	<ul style="list-style-type: none"> • tracking all System Hardware and Software items;
	<ul style="list-style-type: none"> • tracking all System Hardware and Software locations;
	<ul style="list-style-type: none"> • tracking all System Hardware and Software versions;
	<ul style="list-style-type: none"> • tracking all Maintenance and service agreements;
	<ul style="list-style-type: none"> • maintaining a list of vendors from which products were procured;
	<ul style="list-style-type: none"> • associating the original purchase order number to the individual item;
	<ul style="list-style-type: none"> • associating the original vendor to the individual item;
	<ul style="list-style-type: none"> • associating all warranty information to the individual item and
	<ul style="list-style-type: none"> • providing an Alert prior to warranty, license, and certification expiration.

1.2. BOS Maintenance and Support Requirements

The Requirements described in this section detail the Contractor’s responsibility for providing Maintenance and Software Support Services for the BOS, and associated communications and support to operations, including but not limited to:

- Hardware Maintenance (servers, storage, network switches, firewalls, routers, etc.) if required;
- network administration;
- system administration;
- administration of CSC Facility physical security systems;
- administration of CSC Surveillance CCTV systems at CSC Facility;
- database administration;
- Maintenance and Software Support Services;
- monitoring services;
- on-site desktop and application support services within the I-405 CSC and WIC;
- on-site desktop and I-405 BOS application support services at the OCTA Store WIC (OCTA provided Equipment);
- support of work at home CSRs and operations during Business Continuity;
- application support for the Authority’s staff and
- BOS security.

In delivering the Maintenance and Software Support Services, the Contractor is expected to provide the following services, including but not limited to:

- well documented Maintenance schedules and processes;
- change and configuration management;
- on-site support of the BOS;
- complete around-the-clock Maintenance of the BOS;
- significant participation with the Authority’s staff, meetings and processes and
- ample spare parts inventory and support agreements.

237	The Contractor shall be responsible for performing all Maintenance activities and fully supporting and maintaining the BOS from Go-Live throughout the Operations and Maintenance Phase.
238	The Contractor shall provide Maintenance, including but not limited to all Equipment, Hardware, Software, cloud-based systems, and systems provided under this Agreement, including Maintenance associated with the compliance with the terms of the Software warranty.
239	The Contractor shall provide Maintenance and Software Support Services, including but not limited to: monitoring; preventive; predictive; corrective, and emergency Maintenance and Software Support Services, as well as any required and planned Upgrades and Enhancements to be performed on any and all BOS elements.

240	To ensure BOS performance is optimized, all system administrative functions, if not otherwise automated, shall be performed at regular, scheduled intervals as part of the preventive Maintenance and Software Support Services in accordance with the Maintenance Plan.
241	The Contractor shall administer, maintain (as required in conjunction with Authority paid Maintenance agreement) and be the point of contact for all Authority provided and paid for Equipment, systems and Maintenance agreements, including uninterruptable power Equipment, power generators, CCTV Surveillance and physical security systems at the I-405 CSC and WIC Facility.
242	The Contractor shall provide on-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.
243	The Contractor shall provide support for work-at-home CSRs and operations and in accordance with the Approved Disaster Recovery and Business Continuity Plans. For example, during an event similar to the COVID-19 outbreak.
244	<p>Continuous monitoring of BOS operations shall be performed to verify its functional, processes are being executed as scheduled and that the BOS is operating per Performance Measures. Continuous monitoring shall include but not be limited to:</p> <ul style="list-style-type: none"> • verifying system alarms and Alerts; • verifying processes/programs/job have successfully completed as scheduled; • evaluating sample transactions data and aggregate data trends for exceptions; • confirming trip/transaction and image transmission to and from the ETTM System; • performing routine diagnostics; • reviewing comparative reports to identify potential system degradation; • confirming successful data transfer, such as the TSL; • confirming data transmission to and from external Interfaces; • correcting identified performance issues; • confirming primary and DR systems are synchronized; • monitoring backups; • database administration and monitoring; • general System health; • evaluating storage Requirements and

	<ul style="list-style-type: none"> • reviewing error logs and Alerts.
245	The Contractor shall validate that all BOS components obtain virus protection and security updates as soon as they are available.
246	The Contractor shall provide advance Notice and obtain Approval when purging jobs that permanently delete data from the system are to be executed, including but not limited to: data elements impacted, date range applied and data size impact.
247	The Contractor shall re-establish or re-install system files, programs and parameters, as required, following a failure or damage to the system and return the BOS to a fully-operational condition.
248	The Contractor shall maintain and test up-to-date Software backups (all system Software and data) in accordance with the Maintenance Plan that is secure and protects the integrity of the data.
249	The Contractor shall provide backups performed on physically separate Hardware and Software from the data being backed up.
250	The Contractor shall maintain accurate Equipment inventory status and update status.

1.2.1. BOS Hardware Maintenance

251	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade all BOS environments to maintain a high-level of performance, reliability and provide for the implementation of the manufacturer’s current system and security firmware/Software. These Upgrades shall be accounted for in the Contractor’s Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.
252	During the Operations and Maintenance Phase, the Contractor shall Upgrade the Desktop Environments and office Equipment no less than every three (3) years to maintain a high-level of performance and reliability. These Upgrades shall be accounted for in the Contractor’s Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.
253	<p>BOS Hardware Maintenance shall include but are not limited to:</p> <ul style="list-style-type: none"> • BOS servers, storage devices, backup devices and network Equipment at the primary BOS site, including all production and non-production BOS environments as required; • BOS servers, storage devices, backup devices and network Equipment at the BOS DR site; • all Contractor-provided desktop Hardware and peripherals; • all Hardware and peripherals that interact with the BOS to the extent that the Contractor-installed Software or applications are negatively affecting the operation of the peripheral;

	<ul style="list-style-type: none"> all CSC office Equipment. For example, copiers and printers and
	<ul style="list-style-type: none"> IVR, ACD and telephony systems.

1.2.2. BOS Network System Maintenance

254	Any Maintenance and/or replacement costs shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement unless explicitly noted.
255	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade the network Hardware to maintain a high-level of BOS reliability and provide for the implementation of the manufacturer's current system and security firmware/Software. These Upgrades shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.
256	The Contractor shall maintain and monitor the BOS network, including connection of the primary and DR BOS locations.
257	The Contractor shall proactively monitor the WAN network, its connections and its components to respond to any fault or problem.
258	The Contractor shall monitor all communications with interfacing systems and Third-Party Service Providers.
259	The Contractor shall monitor all network Alerts and alarms, as well as detect intrusion attempts and prevent intrusions.
260	The Contractor shall perform the necessary support services required of the Interoperable Agencies in order to keep day to day operations and transfers current, such as operating system Upgrades.
261	The Contractor shall Upgrade and Update the network security and provide the required Software and monitoring tools to ensure the BOS is always in compliance with the Security Standards.

1.2.3. BOS Administration and Software Support Services

262	<p>The Contractor shall include in their Price Proposal all administration, system Maintenance and Software Maintenance costs. The Authority shall only pay for items that are explicitly identified as being paid for by the Authority. Software modifications required to maintain and support the BOS as a part of the normal course of business shall not be considered Upgrades or Enhancements paid for by the Authority. These modifications include but are not limited to:</p> <ul style="list-style-type: none"> Updates the System to keep up with and support new mobile devices, mobile browsers, desktop browsers and operating systems, mobile and desktop customer experience trends, mobile payments, trends in mobile device and desktop navigation techniques, as well as updated look and feel for the Self-Service Website and Self-Service Mobile Application (Phase II and optional);
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	<ul style="list-style-type: none"> • version changes;
	<ul style="list-style-type: none"> • configuration or parameter changes;
	<ul style="list-style-type: none"> • all changes to Interoperable or CTOC ICDs and related reports;
	<ul style="list-style-type: none"> • all changes to ICDs and Interfaces to Contractor-selected Third-Party Service Providers;
	<ul style="list-style-type: none"> • minor changes to reports, Software or code;
	<ul style="list-style-type: none"> • Software modifications required to ensure BOS is compliant to existing Security Standards and
	<ul style="list-style-type: none"> • changes for the Contractor’s benefit that improve the Contractor’s ability to maintain and support the BOS and to meet the Performance Measures.
263	<p>The Contractor shall provide Maintenance and Software Support Services for all elements of the BOS, including but not limited to:</p> <ul style="list-style-type: none"> • operating systems; • databases; • BOS application Software; • third-party Software; • Software change management; • Software configuration management and • Software version control.
264	<p>The Contractor shall maintain all secure website certificates for all websites, including the website serving the Authority managed content, if required.</p>
265	<p>The Contractor shall provide Maintenance and Software Support Services that include monitoring, preventive, predictive and corrective action to ensure BOS performance is in accordance with Requirements. This shall include but is not limited to:</p> <ul style="list-style-type: none"> • any daily, weekly or periodic Maintenance required to maintain the BOS at required performance levels (such as, indexing and tuning databases and archiving and purging); • third-party Software or firmware patches, updates and Upgrades, as required and to be compliant with Security Standards, including but not limited to: performing security Software Upgrades, database Upgrades and operating system Upgrades; • Approved adjustments and updates to the BOS data based on a criteria and conditions Approved by the Authority to correct failures and issues; • monitoring of error logs and system logs;

	<ul style="list-style-type: none"> • Maintenance of back-ups and backup Software;
	<ul style="list-style-type: none"> • Maintenance of all BOS environments;
	<ul style="list-style-type: none"> • installation of new Software and confirmation of successful installation;
	<ul style="list-style-type: none"> • verify data replication to DR site is occurring as configured and replication is not drifting beyond an acceptable threshold;
	<ul style="list-style-type: none"> • verify time synchronization is occurring as configured, and system clocks are not drifting or otherwise incorrect;
	<ul style="list-style-type: none"> • modifications to IVR call flow needed to correct routing and call flow problems identified during normal operations;
	<ul style="list-style-type: none"> • creation of ad-hoc reports requested by the Authority;
	<ul style="list-style-type: none"> • generation of queries as requested by the Authority;
	<ul style="list-style-type: none"> • analysis of data as requested by the Authority and
	<ul style="list-style-type: none"> • modifications to the Self-Service Website and Self-Service Mobile Application (Phase II and optional) to keep up-to-date with the Authority's policies and general information.
266	<p>Software support services shall include monitoring and corrective action to ensure BOS performance is in accordance with Requirements, to include database management and operation. This shall include but is not limited to:</p> <ul style="list-style-type: none"> • investigation and analysis of errors and exceptions and taking corrective action, including correcting the problem and reprocessing the data; • monitoring notifications and initiating corrective actions on application programs to meet Requirements; • updates to the BOS to support Upgrades to Hardware or third-party Software and • updates to the BOS to support all changes to Business Rules and BOS Configurable parameters and deploy changes in production.
267	<p>The Contractor shall monitor, Upgrade and Update the BOS is always in compliance with the Security Standards.</p>
268	<p>The Contractor shall ensure Maintenance does not conflict with or cause interruption in service or cause substandard service to the Authority or its customers.</p>

1.2.4. Payment Card Industry (PCI) Security Standards and Compliance

The PCI Security Standards Council is responsible for the development, management, education and awareness of the PCI Security Standards, including the PCI DSS, Payment Application Data Security Standard (PA-DSS). The PCI Security Standards provide guidance for merchants, vendors and security consulting companies to mitigate data breaches and prevent payment cardholder data fraud.

The Contractor is responsible for ensuring that PCI compliance is fully achieved prior to the Go-Live date. The Contractor is further required to ensure that the BOS continues to be PCI compliant as outlined in the Maintenance and Operations Phase Requirements.

269	The Contractor and the BOS shall be in compliance with the appropriate PCI DSS merchant level as defined by the PCI Security Standards Council in place at the time of BOS Go-Live.
270	The Contractor shall ensure that the BOS is in compliance with any individual additions to the PCI Security Standards since the last major version or the current version published by the PCI Security Standards Council and all future versions.
271	The Contractor shall utilize the PCI Security Standards Council’s Prioritized Approach method to indicate how each PCI Requirement is being addressed prior to Go-Live. The Prioritized Approach shall be submitted to the Authority along with substantiating evidence for review and Approval.
272	The Contractor shall ensure the BOS is in compliance with PCI-DSS for any Commercial Off-the-Shelf (COTS) Software that will be used in payment applications.
273	The Contractor shall provide, prior to the BOS Go-Live: <ul style="list-style-type: none"> • PCI Attestation of compliance by either a qualified ISA or an independent QSA, or as required by PCI DSS; • vulnerability scan by an Approved scanning vendor and • internal and external penetration testing results.
274	No more than three (3) months after Go-Live the Contractor shall provide a complete Report of Compliance (ROC), including details about the BOS environment and the assessment methodology, as well as documentation regarding the BOS's compliance status for each PCI DSS Requirement. The ROC shall be provided which outlines a clear plan and schedule (in writing) to achieve full PCI compliance no more than six (6) months after Go-Live.
275	The Contractor shall be responsible for providing a ROC prior to BOS Acceptance.

1.2.5. Interoperability Requirements

The Authority currently has Interoperability agreements with CTOC Agencies and, in the future, it is anticipated that regional and national Interoperable agreements will be established. These Requirements apply to all existing and future Interoperability.

Interoperability includes exchanging and processing transactions/trips, customer, transponder, payment, corrections, vehicle data, invoices and reconciliations between the BOS and the Interoperable Agencies. The BOS shall process transactions/trips from Interoperable Agencies for the Authority’s customers who have used Interoperable Agency roads, as well as transactions/trips for Interoperable Agencies’ customers on the Authority’s facility. The Interface supports the transmission and receipt of all files identified in the respective ICDs.

At the Authority’s direction, the Contractor shall support direct connection and/or connection through a CTOC Agency intermediary to nationally (non-CTOC) Interoperable Agencies.

The BOS and Interoperable Agencies perform validation checks to confirm the transactions/trips are in compliance with the Interoperable Agency ICD and reject any transactions/trips that are not. Validated transactions/trips shall be Posted to a user account in accordance with the Interoperable Agency agreements.

The BOS must be prepared to work with other ICDs to send and receive transactions/trips and transaction data and other data files.

276	The Contractor shall support all Interoperable Agency activities as required by the Authority, including but not limited to:
	<ul style="list-style-type: none"> • attend technical meetings;
	<ul style="list-style-type: none"> • review and provide comments on documents;
	<ul style="list-style-type: none"> • support Interoperable Agency testing as requested;
	<ul style="list-style-type: none"> • support modifications to Interoperable specifications and
	<ul style="list-style-type: none"> • be compliant with the latest published Interoperable specifications.
277	The Contractor shall support the addition of Regional and National Interoperability either directly or through a CTOC designated intermediary.

1.2.6. Preventive and Corrective Maintenance Requirements

1.2.6.1. Preventive Maintenance

278	The Contractor shall provide preventive Maintenance on the BOS Hardware, servers, communications network and Software as required.
279	No less than quarterly the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA).
280	Separate from the quarterly vulnerability scan, the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA) in conjunction with any network or security changes.
281	The Contractor shall in accordance with the Approved preventive Maintenance schedule, periodically inspect all Equipment, both major components and support components (such as fans, cabinets, environmental control units, filters, storage units) that constitute the BOS and shall make repairs, cleaning, adjustments and replacements of components as necessary to maintain the Equipment in normal operating condition.
282	Servers and storage devices shall be periodically checked to verify that storage space is not reaching maximum thresholds; disks are not fragmented or damaged; Software is of the latest version per the configuration management database, and data is being processed and transferred in an appropriate manner. These checks should be performed automatically whenever possible, but must be checked manually if the task cannot be automated.
283	The BOS shall be monitored to ensure performance is optimal and meets the Performance Measures, including but not limited to:

	<ul style="list-style-type: none"> • report generation times;
	<ul style="list-style-type: none"> • BOS access times;
	<ul style="list-style-type: none"> • IVR statistics;
	<ul style="list-style-type: none"> • Self-Service Website access times and
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional) access times.
284	All Equipment and systems shall be included as part of preventive Maintenance, in accordance with the original Equipment manufacturer’s guidelines. Any variations or exceptions shall be noted by the Contractor and Approved in advance by the Authority.
285	Scheduled Maintenance shall be communicated to the Authority a minimum of seven (7) Calendar Days in advance for approval by the Authority and shall be scheduled for times when the CSC is not operating.
286	Preventive Maintenance shall be scheduled to be performed by BOS administration staff between 12 AM and 3 AM PST weekdays or in coordination with other roadway closures and Approved by the Authority. Any preventive Maintenance tasks that need to be performed during normal BOS operating hours that is not part of the Approved Preventive Maintenance Schedule shall be Approved in advance by the Authority.
287	The diagnostic aids, tools and Equipment required to perform preventive Maintenance Equipment analysis shall be provided by the Contractor to the Authority, as necessary to meet the Authority’s Maintenance responsibilities.
288	When preventive Maintenance requires a BOS Service to be made unavailable to the customer, a Notice shall be Posted 24 hours in advance of the outage on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and through the IVR so customers are aware of the impending outage.

1.2.6.2. Corrective Maintenance

289	All Work performed by the Contractor to correct incidents, problems and failures to meet the Requirements shall be considered corrective Maintenance. Such problems include but are not limited to:
	<ul style="list-style-type: none"> • failure of BOS functions;
	<ul style="list-style-type: none"> • failure of processes and programs;
	<ul style="list-style-type: none"> • report failures and issues;
	<ul style="list-style-type: none"> • application failures;
	<ul style="list-style-type: none"> • data and revenue reconciliation failures;
	<ul style="list-style-type: none"> • failures in transmitting and receiving files from the various third-party Interfaces;
	<ul style="list-style-type: none"> • errors and exceptions when processing data received from the ETTM System, Interoperable Agencies and third-party entities;

	<ul style="list-style-type: none"> • network failures and issues;
	<ul style="list-style-type: none"> • BOS or component performance issues;
	<ul style="list-style-type: none"> • data loss or inaccessibility and
	<ul style="list-style-type: none"> • non-conforming availability levels.
290	When a BOS Service becomes unavailable to the customer due to an unplanned outage or emergency a Notice shall be Posted on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR as soon as possible so customers are aware of the outage.

1.2.6.3. 24X7 Maintenance Coverage

291	The Contractor shall provide continuous (24x7) coverage for all monitoring, system administration services and Maintenance-related activities sufficient to meet the Performance Measures.
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1.2.6.4. Recording of Maintenance Activities

292	The Contractor shall be responsible for logging all reported Maintenance activities. The Contractor also shall be responsible for documenting in detail all information and issues related to a failure condition, providing a corrective action report within one (1) week including all actions taken to complete the correction and a root cause analysis.
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1.2.6.5. Maintenance Priorities, Response and Repair Times

293	Response and repair time is defined as the time from failure to repair/correction with the BOS being returned to normal operations. The Contractor shall respond to calls and repair times noted in the Performance Measures according to the following priority levels:
	<ul style="list-style-type: none"> • Priority 1: Any malfunction or fault that impacts the BOS and CSC Operations ability to serve customers (for example, Self-Service Website functionality unavailable or not operating properly; BOS functionality unavailable or nor operating properly for CSRs servicing customers; phone system not taking calls or not taking all calls; IVR unavailable or not operating properly; notifications or customer communication not being sent immediately when eligible through all channels), results in the loss of revenue, compromises security, causes a hazard to personnel, causes the loss or potential loss of any BOS data, causes loss of redundancy within the BOS components.
	<ul style="list-style-type: none"> • Priority 2: Any malfunction or fault that degrades performance but not the BOS or CSC Operation’s ability to serve customers. It includes examples such as inaccurate reporting, inability to reconcile revenue, loss of BOS functionality that does not impact customer access to data or service, and/or loss of functionality that impacts the Authority’s operational efficiency.
	<ul style="list-style-type: none"> • Priority 3: Any malfunction or fault that has the potential to result in a degrading of the BOS or CSC Operations’ performance but has not yet and is not anticipated to immediately impact performance.

294	Any downtime that is a part of scheduled and approved preventive Maintenance, including scheduled new Software releases not associated with a Maintenance event shall not affect the Performance Measures calculation. However, in this event the Contractor does not make the BOS available and/or fully restore CSC Operations within the approved schedule window, the resulting downtime shall be included in the Performance Measure calculations.
295	Response and repair times for every BOS Maintenance event shall be recorded and reported by the Contractor, and such reports shall be provided to the Authority.
296	No incident shall be closed by a technician before the Equipment or Software service has logged a recovery. For example, if a service is degraded because of a loss of a redundant component, the incident cannot be closed until the redundant component has been replaced and service has returned to normal.

1.2.7. Certification of PCI DSS Compliance

The Contractor is responsible for providing certification of PCI DSS Compliance.

297	The Contractor shall complete a PCI DSS assessment by either a qualified Internal Security Assessor (ISA) or an independent Qualified Security Assessor (QSA), or as required by PCI DSS, at the interval required for PCI DSS compliance, including a complete ROC. The Contractor shall be responsible for providing the ISA or QSA at no additional cost to the Authority. The Contractor shall fully cooperate with the Authority at no cost to the Authority in responding to the assessor’s requests and implement remedies if any issues are identified.
298	The Contractor shall complete a full penetration vulnerability and exploitation testing, the results of which shall be provided to the Authority, at the interval required for PCI DSS compliance throughout the Implementation and Operations and Maintenance Phases.
299	The Contractor shall be responsible for providing a ROC on an annual basis, no later than the original date thereafter.
300	The Contractor shall provide all documentation required under PCI, including but not limited to network diagrams and detailed policies and procedures, available to the Authority.
301	To evaluate the security risk to the BOS and identify potential vulnerabilities, the Contractor shall perform penetration and vulnerability tests in accordance with PCI requirements.
302	The Contractor shall document and immediately report to the Authority any PCI DSS issues/vulnerabilities found during monthly penetration and vulnerability tests or upon new Software release.
303	The Contractor is responsible for correcting all deficiencies at the Contractor’s cost and ensuring the BOS is PCI DSS compliant and ensuring security risks are handled appropriately.

304	The Contractor shall furnish copies of all PCI assessment, testing, scanning and compliance documentation including the ROC to the Authority, upon completion of quarterly and annual assessment activities throughout the Implementation and Operations and Maintenance Phases.
305	The Contractor shall complete a SOC 2 Type 2 assessment by either a qualified Internal Security Assessor (ISA) or an independent Qualified Security Assessor (QSA), or as required by PCI DSS, at the interval required for PCI DSS compliance, including a complete ROC. The Contractor shall be responsible for providing the ISA or QSA at no additional cost to the Authority. The Contractor shall fully cooperate with the Authority at no cost to the Authority in responding to the assessor's requests and implement remedies if any issues are identified.

1.2.8. Emergency Response Management

The Contractor shall be responsible for emergency response management throughout the Operations and Maintenance Phase.

306	The Contractor shall immediately respond to any emergency situation that has already impacted the BOS or could potentially damage the BOS. The Contractor shall be prepared to put forth all necessary resources to divert or correct an emergency condition.
307	Such emergency conditions shall be handled in accordance with policies and procedures developed by the Contractor and Approved by the Authority in the Disaster Recovery and Business Continuity Plans. The following are a few examples of emergency conditions:
	<ul style="list-style-type: none"> • weather related;
	<ul style="list-style-type: none"> • public safety related;
	<ul style="list-style-type: none"> • health related. For example, in response to a COVID-19 or similar outbreak;
	<ul style="list-style-type: none"> • conditions that invoke the Disaster Recovery and/or Business Continuity Plans;
	<ul style="list-style-type: none"> • BOS outages;
	<ul style="list-style-type: none"> • third-party power outage or communication failure and
	<ul style="list-style-type: none"> • security breaches.

1.2.9. Disaster Recovery and Business Continuity

The Contractor shall be responsible for Disaster Recovery Procedures and testing throughout the Implementation and Operations and Maintenance Phases.

308	The Contractor shall perform Disaster Recovery procedures in accordance with the Disaster Recovery Plan (DRP) in the event of a disaster and return the BOS to a fully operational condition.
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309	The Contractor shall test the Disaster Recovery and Business Continuity procedures on an annual basis to validate that they are functioning per the design. The Authority shall witness the test and the Contractor shall provide a report outlining the test, test results and any anomalies encountered for the Authority’s review and approval.
310	The BOS shall meet the Recovery Point Objective (RPO), Recovery Time Objective (RTO) and level of service (LOS) levels provided in the Performance Measures.
311	The Contractor shall address any issues encountered from the annual Disaster Recovery and Business Continuity testing.
312	The Contractor shall support the ETTM System Contractor’s Disaster Recovery and Business Continuity annual testing.

1.2.10. Incident and Revenue Loss Reporting

313	The Contractor shall work with the Authority to develop a communications protocol for incident and revenue loss reporting (e.g., communications procedures based on incident and priority level).
314	The Contractor shall immediately notify the Authority of any incident or event where the loss of revenue or data or security breach has occurred or potentially has occurred or could occur. The Contractor shall take immediate action to rectify the condition and return the BOS to normal operations.
315	In the event of a loss or potential loss of revenue or data or security breach, an incident report shall be provided to the Authority within five (5) Business Days of the incident. The report shall identify the issue and provide a detailed account of the incident; its cause; duration; resolution or planned resolution, and a quantification of actual or potential lost revenue or data or security breach. Regular updates shall be provided until the issue has been fully resolved and closed. The incident and its impacts shall also be further detailed in the subsequent monthly report. The Contractor shall be held responsible for all lost revenue and data and customer impacts, including remediation, in accordance with the terms of the Agreement.

1.3. Future Functionality

The BOS shall be designed to anticipate certain future functionality and Interfaces. The introduction of future functionality, of the type noted in this section, shall be anticipated and not require changes to the Software or System architecture or significant changes to the database structure. However, the accommodations made by the Contractor in anticipation of this potential future functionality shall not negatively impact the development of the BOS or increase the Offeror’s Price Proposal.

316	The introduction of future functionality shall not require changes to the Software or BOS architecture, or significant changes to the database structure including the capability to easily add fields and report on them without affecting the database schema.
317	The accommodations made by the Contractor in anticipation of potential future functionality shall not negatively impact the development of the BOS or increase the Offeror’s Price Proposal.

318	The Contractor shall provide the capability to Interface with entities providing for national Interoperability in accordance with ICDs to be designated by the Authority and/or developed during Project design. The Contractor shall accommodate new Interfaces (via either a national hub, regional hubs or larger peer-to-peer exchanges) without significant changes to the Software or database structure.
319	The BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily Configured to support these potential additional Toll Facilities. For example, Configurable settings shall be capable of different settings for different Toll Facilities. The design shall not add repetitive and/or additional clicks in order to navigate screens, search data or configure reports while the BOS is supporting only the I-405 Toll Facility. For example, the user shall not have to select "OCTA" or "I-405" until such time as an agency or Toll Facility differentiation is required.
320	The Contractor shall provide the capability to Interface to new CTOC agencies and national Interoperability without significant changes to the Software or database structure.
321	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with a Money Service Provider. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with a Money Services Provider for the purpose of providing enhanced access and services for cash paying customers including, obtaining transponders and making payment towards Violation Notices and account balances.
322	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with an Occupancy Detection System (ODS) that would be integrated into the ETTM System. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with and accept images from an ODS for the purpose of reducing occupancy-based Violations.
323	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the potential introduction of customer invoicing prior to the Violation process described herein. During the Operations and Maintenance Phase, the Authority may direct the Contractor to implement customer invoicing.

1.4. Account Management

There are two account types Registered and Unregistered. Registered account is established when customer opens a pre-paid account with the Express Lanes. An Unregistered account is established by the BOS using the DMV, a ROV Lookup Provider or Affidavit of Non-liability for Violation transactions/trips. Establishment and management of accounts shall be performed per Business Rules.

Customers can establish new Registered accounts or convert an Unregistered account to a Registered account. To establish a Registered account, customers must provide customer contact information including name, address, telephone number and email address and vehicle information including license plate number, type and Jurisdiction and vehicle make, model and color. Most accounts will be prepaid and as such customers also must establish a replenishment method to be used to replenish

prepaid tolls when the account reaches the Insufficient Balance Threshold. Credit Card replenishment is strongly encouraged, but customers can also select cash or check replenishment. The Authority may elect to allow certain accounts to be postpaid and receive a monthly invoice for tolls due.

The types of accounts are provided in the following tables:

Table 1-1: Registered Transponder-Based (FasTrak) Account Types

Account Type	Description
Private (prepaid)	An account established in an individual name.
Business (prepaid)	An account established in a business name.
Non-revenue (n/a)	An account established at the Authority's direction for vehicles entitled to toll-free travel.
Invoice (postpaid)	An account established to allow the customer to receive an invoice periodically (Configurable) for toll usage. The customer may elect to provide Credit Card or ACH information to be charged automatically to pay the invoice.

Table 1-2: Registered License Plate Account Types

Account Type	Description
Rental Car (prepaid or postpaid)	An account established for Rental Car Service Providers to allow their vehicles to be checked separately in the transaction/trip Posting sequence and to allow for bulk updates to these very large accounts.
Private Registered Video (prepaid)	An account for individuals who do not want or cannot use transponders.
Business Registered Video (prepaid)	An account for companies and businesses that do not want or cannot use transponders.

Table 1-3: Unregistered License Plate-Based Account Types

Account Type	Description
Unregistered/Violator (postpaid)	An account created using the information provided by the DMV or ROV Lookup Provider. May include more than one vehicle if the ROV information is an exact match. These may also be referred to as violator accounts.

Unregistered accounts are established by the BOS for Violation transactions/trips using the DMV or ROV Lookup Provider. Unregistered accounts may be converted to Registered accounts based on fulfilling all of the required Business Rules for establishing these accounts.

1.4.1. General Account Management

The Authority’s customers have many options for account establishment and Maintenance and to obtain transponders, in the manner they prefer.

324	The Contractor shall provide an efficient series of input fields to collect the information necessary to open a FasTrak account. The fields should require little “clicking’ or advancement through multiple pages to reduce the time needed to input the account establishment data.
325	Support comprehensive account management that allows for the setup and Maintenance of all account types in accordance with Business Rules.
326	<p>The Contractor shall provide the capability to establish accounts via methods, including but not limited to:</p> <ul style="list-style-type: none"> • Self-Service Website; • Self-Service Mobile Application (Phase II and optional); • mail; • telephone; • fax; • walk-in; • automatically using information provided by rental car companies and • automatically using information provided by the ROV Lookup.
327	<p>The Contractor shall provide the capability to maintain accounts via methods, including but not limited to:</p> <ul style="list-style-type: none"> • Self-Service Website; • Self-Service Mobile Application (Phase II and optional); • IVR; • mail; • telephone; • email; • chat;

	<ul style="list-style-type: none"> • text;
	<ul style="list-style-type: none"> • fax and
	<ul style="list-style-type: none"> • walk-in.
328	<p>The Contractor shall provide the capability for transponders to be requested via methods including but not limited to:</p> <ul style="list-style-type: none"> • Self-Service Website; • Self-Service Mobile Application (Phase II and optional); • mail; • telephone; • IVR; • fax, and • walk-in.
329	<p>The Contractor shall provide the capability for the Maintenance of account types designated as, including but not limited to:</p> <ul style="list-style-type: none"> • Private (prepaid) – an account established in an individual name; • Business (prepaid) – an account established in a business name; • Non-revenue (no payment) - an account established at the Authority’s direction for vehicles entitled to toll-free travel; • Invoice (postpaid) – an account established to allow the customer to receive an invoice periodically (Configurable) for toll usage. The customer may elect to provide Credit Card or ACH information to be charged automatically to pay the invoice; • Rental car (prepaid) – for Rental Car Service Providers; • Private Registered Video (prepaid) – an account for individuals who do not want or cannot use transponders; • Business Registered Video (prepaid) – an account for companies and business that do not want or cannot use transponders and • Unregistered/Violator (postpaid) – an account created using the information provided by the DMV or ROV Lookup Provider. May include more than one vehicle if the ROV Lookup information is an exact match. These may also be referred to as violator accounts.
330	<p>The Contractor shall provide the capability to apply Business Rules and account Requirements for each valid account type, including but not limited to:</p>

	<ul style="list-style-type: none"> • whether prepayment is required;
	<ul style="list-style-type: none"> • payment options;
	<ul style="list-style-type: none"> • whether a transponder is required;
	<ul style="list-style-type: none"> • transponder sale price (by transponder type);
	<ul style="list-style-type: none"> • replenishment amounts;
	<ul style="list-style-type: none"> • contact method (mail, email, text, etc.);
	<ul style="list-style-type: none"> • Insufficient Balance Thresholds (by Credit Card or cash/check payments) and
	<ul style="list-style-type: none"> • account balance.
331	The Contractor shall provide a Registered account creation process that logically leads an Authorized User through the necessary steps to create an account.
332	The Contractor shall provide the capability to convert an Unregistered account to a Registered account while maintaining the same account number and all account history.
333	The Contractor shall provide the capability to change from one account type and Account Plan to another while maintaining the same account number and all account history.
334	The Contractor shall provide on-screen guidance during the account creation process regarding missing or improperly formatted information. The Authorized User shall not be able to move to the next step until the required information is provided in the appropriate format.
335	The Contractor shall provide the capability, when opening a new account, to automatically identify other account(s) associated with that account name, address or vehicle.
336	The Contractor shall provide the capability to require the account agreement and privacy policy be acknowledged and a record of that acknowledgment saved in the BOS prior to establishing a Registered account or when converting to a Registered account.
337	The Contractor shall provide the capability for the auto-creation of an Unregistered account (should one not already exist for that license plate number) based on an Image-Based Transaction/Trip being eligible for Violation processing and information provided by ROV Lookup.
338	The Contractor shall provide the capability to merge and unmerge accounts. This process shall logically lead the Authorized User through all necessary steps to merge one account into another.
339	The Contractor shall provide the capability for customers to have multiple mail addresses, email addresses, phone numbers and authorized contact information on the account.
340	The Contractor shall provide the capability to identify the source of the information for both Unregistered and Registered accounts.

341	<p>The Contractor shall provide address adjustment logic to all addresses including those received from DMVs and ROV Look-up Service Providers, Skip Trace Service Providers and customers that includes but is not limited to:</p> <ul style="list-style-type: none"> • the capability, when adding contact information, to assist the Authorized User by requiring zip code be entered first, then providing a pre-populated city and state; • verification, to ensure the address exists; • standardization, to normalize US addresses, such as “Drive” becomes “Dr.” and • selection from all potential address results.
342	<p>The Contractor shall provide the capability to accept or reject the recommended changes provided during address validation or normalization.</p>
343	<p>The Contractor shall provide for a real-time address standardization options when entering addresses, including but not limited to:</p> <ul style="list-style-type: none"> • addresses entered via a customer portal (Self-Service Website and Self-Service Mobile Application (Phase II and optional)) and • addresses entered by an Authorized User.
344	<p>The Contractor shall provide the capability for multiple active addresses and apply them to their designated use, including all prior addresses for all account types, including but not limited to:</p> <ul style="list-style-type: none"> • shipping and • billing.
345	<p>The Contractor shall provide the capability to store address history and make all addresses accessible in the account.</p>
346	<p>The Contractor shall provide the capability to acquire and store multiple addresses, including all prior addresses for all account types, including but not limited to:</p> <ul style="list-style-type: none"> • Customer provided via the Affidavit of Non-Liability • ROV Lookup provided; • Skip Tracing; • National Change of Address (NCOA) and • Collection Agency provided.
347	<p>The Contractor shall provide the capability to add international addresses.</p>
348	<p>The Contractor shall provide the capability to automatically populate (or provide multiple options for selection) the city and state upon entry of the ZIP code (including Canada and Mexico).</p>

349	The Contractor shall provide periodic updates, at least quarterly, to the ZIP code/city/state list, at a minimum, as additional information becomes available.
350	The Contractor shall provide the capability to prevent the account holder's name from being changed unless Approved by an Authorized User.
351	The Contractor shall provide the capability for email address confirmation by the customer by comparing a re-keyed email address. The addition of unmatched entries shall not be allowed.
352	The Contractor shall provide the capability when email addresses are added to an account (both Registered and Unregistered), to perform the email address confirmation process prior to finalizing the entry on the account. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the email account. A message shall be displayed indicating the email address will not be added until the confirmation process is complete.
353	The Contractor shall provide the capability to enter and categorize comments on accounts.
354	The Contractor shall provide the capability to insert BOS-generated comments on actions initiated by the BOS.
355	The Contractor shall provide the capability to force Authorized Users to enter comments or have the BOS automatically enter comments on actions processed on an account, including but not limited to:
	• disputes;
	• dismissals;
	• transfer transactions/trips to another account;
	• payment of Violation Notices through the account;
	• reversals of payments and dismissals;
	• waivers;
	• corrections and
	• adjustments.
356	The Contractor shall provide the capability to set the default PIN as the last 4 digits of the primary phone number, which can be updated in the BOS and IVR.
357	The Contractor shall provide the capability to validate a PIN used for identifying an authorized contact. The PIN shall be masked (not visible to CSRs) such that the CSR will ask the customer for the PIN and the customer will provide the PIN and the CSR will enter that number into the system and the system will validate the PIN. This way the CSR cannot give the customer any hints.

358	The Contractor shall provide the capability to securely email the PIN to the valid primary email address or text message on the account and require that the PIN be subsequently changed.
359	The Contractor shall provide the capability to establish and configure security questions and validate customer response prior to the release of the PIN to the customer. The security questions related to the PIN shall be the same as those used by the customer via the Self-Service Website or CSR assisted password reset
360	The Contractor shall provide the capability for all account types to have multiple communication channels, including but not limited to:
	• Phone (day/night);
	• cell phone;
	• additional phone numbers;
	• email;
	• additional email addresses;
	• fax;
	• text messaging and
	• mail.
361	The Contractor shall provide the capability to select a preferred communication channel for specific customer communications.
362	The Contractor shall provide the capability to capture opt-in/opt-out preferences and record and store the customer's election for certain items, including but not limited to:
	• e-blast;
	• text messages;
	• statements and
	• marketing / newsletters.
363	The Contractor shall provide an account summary (an account overview including name, address, vehicles, license plates, email, phone, payment method, etc.) in a printer-friendly format to be used for, including but not limited to:
	• handing to walk-in customers;
	• inserting with mail transponder Fulfillment;
	• mailing to customers and
	• sending to customers via secure email.

364	The Contractor shall provide the capability to log all account changes and provide the capability to view details, including but not limited to:
	<ul style="list-style-type: none"> • prior value;
	<ul style="list-style-type: none"> • the new value;
	<ul style="list-style-type: none"> • user ID;
	<ul style="list-style-type: none"> • date/time and
	<ul style="list-style-type: none"> • user information, such as BOS, Authorized User or customer-originated.

1.4.2. Vehicles, License Plates and Transponders

The BOS shall support comprehensive license plate, vehicle information and transponder management functionality.

365	The Contractor shall provide the capability to manage a drop-down list of vehicle attributes, including but not limited to:
	<ul style="list-style-type: none"> • vehicle manufacturer;
	<ul style="list-style-type: none"> • vehicle make;
	<ul style="list-style-type: none"> • vehicle model;
	<ul style="list-style-type: none"> • vehicle year;
	<ul style="list-style-type: none"> • vehicle color;
	<ul style="list-style-type: none"> • Clean Air decal number (not a drop-down) and
	<ul style="list-style-type: none"> • transponder exception specifying that the make and model requires an externally mounted transponder or special mounting locations for windshield transponders.
366	The Contractor shall provide the capability to add multiple license plates and associated vehicle information to an account.
367	The Contractor shall Update and maintain the BOS's list of vehicle manufacturers and models as necessary to keep the list current.
368	The Contractor shall provide the capability to track the time period that a license plate is active on an account. This includes the start date and time and the end date and time. This is called the "Active Period". In most circumstances the customer would add the vehicle to their account with no end date but if it was a rental car it would have an end date/time.
369	The Contractor shall provide the capability to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be Configurable.
370	The Contractor shall provide the capability when adding a new license plate number to an account to automatically identify other account(s) associated with that license plate.

371	The Contractor shall provide the capability to identify that the vehicle(s) will be only on the account temporarily based on information provided by the customer, for example, a rental car, loaner from the car dealer or an out of town guest, and to prompt the user to enter a start date and time and an end date and time.
372	The Contractor shall provide the capability for vehicles identified as temporary to be added to the account even if the license plate number is already on a rental car account.
373	<p>The Contractor shall provide the capability to associate information with a license plate, including but not limited to:</p> <ul style="list-style-type: none"> • license Plate Type; • license plate Jurisdiction; • vehicle is a Clean Air Vehicle (CAV); • vehicles CAV eligibility has expired; • Clean Air Vehicle decal number; • vehicle has a Disabled Persons license plate; • vehicle has a Disable Veterans license plate' • vehicle make; • vehicle model; • vehicle year; • vehicle color; • transponder; • transponder type; • transponder friendly name (chosen by the customer); • ROV; • ROV address; • ROV Lookup date and • indication the license plate is a temporary license plate.
374	The Contractor shall provide the capability to require or not require a one-to-one relationship between sticker transponders and vehicle in accordance with Business Rules.
375	The Contractor shall provide the ability to make the one-to-one correlation between the sticker transponder and vehicle after a Configurable number of transactions/trips with the same transponder and vehicle.

376	The Contractor shall provide the capability, if the one-to-one relationship is required, allow for Authorized Users to override the Requirement as necessary, for example when a transponder is replaced.
377	The Contractor shall provide the capability for a many-to-one relationship between transponder and vehicle based on transponder type, account type and in accordance with Business Rules.
378	The Contractor shall provide the capability to record the history of ROV information associated with each license plate.
379	The Contractor shall provide the capability to search for license plate history and effective date ranges across multiple accounts.
380	The Contractor shall provide the capability to transfer vehicle(s) and associated license plate(s) between accounts while maintaining the associated vehicle transaction/trip history on the original account.
381	The Contractor shall provide the capability to add license plates from all 50 states, DC, U.S. Government, Canada and Mexico.
382	The Contractor shall provide the capability to record transponder delivery method, such as in person via the WIC or by mail.
383	The Contractor shall provide the capability to record transponder issue date and time.
384	The Contractor shall provide the capability to record and associate a payment for every transponder sold.
385	The Contractor shall provide the capability to track customer transponder requests.
386	The Contractor shall provide the capability to age Fulfillment requests and automatically send an Alert when a Fulfillment request has exceeded a Configurable amount of time.
387	The Contractor shall provide the capability for the Authorized User to override the BOS selected transponder mount type, such as windshield or head lamp.
388	The Contractor shall provide the capability for the Authorized User to override the customer selected transponder mount type, such as windshield or head lamp.
389	The Contractor shall provide the capability to read a transponder number (using a barcode reader) and automatically associate it to an account instead of requiring the transponder number to be typed in.
390	The Contractor shall provide the capability for Authorized Users to enter multiple vehicles in a tabular format.
391	The Contractor shall provide the capability to upload a file with vehicle information for the entry of a large number of vehicles.
392	The Contractor shall provide the capability for transferring transponders between accounts while maintaining the associated transponder transaction/trip history on the original account.

393	The Contractor shall provide the capability to monitor for excessive image-based tolls at the account level and at the vehicle or license plate level.
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1.4.3. Account Plans

The Authority offers Account Plans which offer benefits to customers who meet the qualifying criteria. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it. These Account Plans are Configured in the BOS and the BOS shall have the flexibility to apply the relevant Account Plan(s) based on the Business Rules.

The Authority also allows for non-revenue passage for qualified vehicles. The Account Plan functionality shall be used to support this program by applying a Configurable percent discount to specific transactions/trips on specific facilities in accordance with the Business Rules.

The Account Plans currently offered by the Authority are listed below. The Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.

- Convenience Plan –a one-time lifetime fee (Configurable);
- Standard Plan – monthly fee and discount after a Configurable # of transactions/trips and up to a Configurable maximum per month;
- Special Access Plan – provides free or discounted toll rates for three or more riders per vehicle, motorcycles, eligible CAVs, vehicles with disabled veteran or disabled person license plate, and
- Non-revenue Plan – which provides a Configurable discount (up to 100 percent) one or more of the Authority’s facilities.

394	The Contractor shall provide the capability to assign Account Plans at the account level.
395	The Contractor shall provide the capability to assign Account Plans at the transponder level.
396	The Contractor shall provide the capability to assign Account Plans at the license plate level.
397	Prevent the transfer of Account Plans when the transponder or the license plate is moved to another account in accordance with the Business Rules.
398	The Contractor shall provide the capability to enroll customers in Account Plans.
399	The Contractor shall provide the capability for configuring and offering various Account Plans with a combination of features, including but not limited to:
	<ul style="list-style-type: none"> • percentage discount;
	<ul style="list-style-type: none"> • dollar amount discount or transaction count discount with a maximum amount;
	<ul style="list-style-type: none"> • time duration, such as an Account Plan may only be available for a limited time or may require renewal every year;

	<ul style="list-style-type: none"> • method of calculating the discount, such as a transaction-level discount where members get a 50 percent discount on every qualifying toll transaction or a rebate credit on following month based on the frequency of trips within a period of time;
	<ul style="list-style-type: none"> • monthly maximum discount based on total dollar amount or number of transactions/trips;
	<ul style="list-style-type: none"> • use of Posting Date or Transaction Date to qualify transactions/trips for a rebate;
	<ul style="list-style-type: none"> • specific criteria for qualification;
	<ul style="list-style-type: none"> • a cost to join the Account Plan and
	<ul style="list-style-type: none"> • proof of eligibility, such as a vehicle registration as proof of registration criteria with ability for customer to upload electronically.
400	The Contractor shall provide the capability to track toll transactions/trips in frequency transponder-based discounts.
401	The Contractor shall provide the capability to apply rebates or toll credits as lump-sum account level credits.
402	The Contractor shall provide the capability to apply and reverse discounts to a range of toll transactions/trips on an account.
403	The Contractor shall provide the capability to clearly indicate which discount was applied to any given transaction/trip.
404	The Contractor shall provide the capability to configure a non-revenue plan (up to 100 percent discount) to a transponder or license plate on all or specific tolling locations for a specific Toll Facility.
405	The Contractor shall provide the capability to associate discount eligibility documentation (such as, a utility bill as proof of residence) to a transponder or vehicle.

1.4.3.1. Special Access Plans

406	The Contractor shall provide multiple Special Access Plans providing free or discounted toll rates (subject to change at the Authority’s discretion both during the Implementation Phase and Operations and Maintenance Phase), including but not limited to:
	<ul style="list-style-type: none"> • always HOV eligible when in I-405 Express Lanes (designated carpool);
	<ul style="list-style-type: none"> • motorcycles;
	<ul style="list-style-type: none"> • eligible CAVs;
	<ul style="list-style-type: none"> • vehicles with disabled veteran license plate and
	<ul style="list-style-type: none"> • vehicles with disabled person license plate.

407	With the exception of the occupancy which is validated by the ETTM System and reflected in the discounted toll rate assigned to the transaction/trip by the ETTM System, the Contractor shall provide the capability to validate all vehicles to ensure they meet the requirements for a Special Access Plan, This validation shall include:
	<ul style="list-style-type: none"> • attach documentation provided by the customer as proof of meeting the requirements for a Special Access Plan and queue for manual verification;
	<ul style="list-style-type: none"> • manually review the image of the flagged vehicle license plate noting the transponder used in the special access vehicle
	<ul style="list-style-type: none"> • assign the respective code to the transponder to indicate the respective discount (clean air vehicle, motorcycle, etc);
	<ul style="list-style-type: none"> • upon successfully matching the transponder to the license plate, charge the appropriate discount to all transactions/trips by that transponder including the first trip;
	<ul style="list-style-type: none"> • if the transaction/trip including that license plate does not have an associated transponder read, the discounted rate will be charged but the customer will be contacted to rectify the transponder situation and
	<ul style="list-style-type: none"> • for plates and transponders that are successfully matched include the appropriate code in the CTOC file.

1.4.3.2. Promotions

The BOS shall be able to manage promotions, promotion codes and credits. Balances related to promotions are tracked individually by promotion and separately from the account balance. Only eligible transactions can be deducted from promotional balances. Promotional balances are not refunded and can only be applied to tolls on the Authority’s Toll Facility.

408	The Contractor shall provide the capability to offer a Configurable number of weeks-worth of free travel on the Authority’s Toll Facility for new accounts.
409	The Contractor shall provide the capability to account and track promotions balances individually (for example, by promotion code) separately from the account balance.
410	The Contractor shall provide the capability to display the promotion balances and associated expiration date of the promotion balances so that the CSRs and customers can see the various promotion balances separately from the account’s cash balance.
411	The Contractor shall provide the capability (Configurable) to specify what types of transactions/trips are eligible to be deducted from promotional balances.
412	The Contractor shall provide the capability to track multiple promotions within an account and correctly determine which account or promotion balance should be depleted first (for example, by type of promotion, by the earliest issue or expiration end date or maximum discount yielded).

413	The Contractor shall provide the capability to prevent promotional balances from being refunded to customers in the event of account closure or specific customer request.
414	The Contractor shall provide the capability to credit toll payments back to the promotion balance if toll transactions/trips are reversed or adjusted.
415	The Contractor shall provide the capability to set an expiration date for promotions.
416	The Contractor shall provide the capability to offer promotions by Authority or Toll Facility with a combination of features and parameters, including but not limited to:
	<ul style="list-style-type: none"> • assignment of a promotion code to a company or event;
	<ul style="list-style-type: none"> • Configurable period of time (promotion start date and duration or end date);
	<ul style="list-style-type: none"> • Authority offering the promotion;
	<ul style="list-style-type: none"> • Toll Facility(ies) where the promotion can be used;
	<ul style="list-style-type: none"> • discount percentage per transaction/trip;
	<ul style="list-style-type: none"> • discount amount per transaction/trip;
	<ul style="list-style-type: none"> • eligibility (new accounts, existing accounts or both; existing accounts opened for more than an amount of time (Configurable));
	<ul style="list-style-type: none"> • source (Self-Service Website or with a CSR);
	<ul style="list-style-type: none"> • source advertising channel (“where did you hear about it?”);
	<ul style="list-style-type: none"> • entry into a raffle/sweepstakes and
	<ul style="list-style-type: none"> • credit to the account.
417	The Contractor shall provide the capability to setup “refer-a-friend” promotion codes where both the referred (new) customer and the customer who referred the new customer enjoy the benefits of the promotion.
418	The Contractor shall provide the capability to apply rebates to accounts sponsored by a third party (such as a shopping mall).
419	The Contractor shall provide the capability to periodically (monthly) invoice the third-party sponsor for all rebates submitted and applied to accounts.
420	The Contractor shall provide the capability to expense promotional credits as used to the Authority where the credit was applied reducing that Authority’s toll revenue.

1.4.4. Fees, Penalties and Transactions

Penalties and fees are types of Financial Transactions that are assessed in addition to the toll amount or toll charge or in relation the customer’s account management. Penalties and fees can be assessed at the account level, Notification level or transaction level. At the account level, a returned payment fee or a Credit Card decline fee might be assessed in the event a check was returned unpaid by the

customer's bank or a Credit Card payment was declined. At the Notification level, a monthly statement fee might be assessed when a statement is mailed to the customer. At the transaction level, penalties are assessed when a transaction/trip is not paid and it becomes a Violation. Fees and penalties should be associated with the lowest possible level. Those fees related to specific transactions/trips should be associated with those transactions/trips. Fees and penalties related to Notification should be associated with that Notification, and all other fees and penalties should be associated with the account as a whole. No fees or penalties should be assessed on a cumulative basis, such as a fee or a penalty assessed and associated to another previously charged fee or penalty. Like adjustments and reversals, fees and penalties are Posted to the current Revenue Day. The BOS shall be capable of reversing fees and penalties automatically or manually, individually or in batches. Fees and penalties, even when associated with a single transaction, should not change the amount of transaction

421	The Contractor shall provide the capability to apply fees and penalties (automatically and manually) to accounts.
422	The Contractor shall provide the capability to apply fees and penalties (currently penalty is assessed to the Violation only), including but not limited to:
	<ul style="list-style-type: none"> • at the account level;
	<ul style="list-style-type: none"> • at the transponder level;
	<ul style="list-style-type: none"> • at the license plate level;
	<ul style="list-style-type: none"> • at the Notification level and
	<ul style="list-style-type: none"> • at the transaction level.
423	The Contractor shall provide the capability to define and charge account-related fees and penalties based on a set of Configurable parameters, including but not limited to:
	<ul style="list-style-type: none"> • hub processing fee (the Authority acting as a hub for other entities);
	<ul style="list-style-type: none"> • roaming fee (the Authority acting as a hub for other entities);
	<ul style="list-style-type: none"> • account fee;
	<ul style="list-style-type: none"> • administrative fee;
	<ul style="list-style-type: none"> • Interoperable customer transaction fee;
	<ul style="list-style-type: none"> • returned payment fee – Insufficient Funds;
	<ul style="list-style-type: none"> • Credit Card decline fee;
	<ul style="list-style-type: none"> • ACH decline fee;
	<ul style="list-style-type: none"> • transponder purchase fee;
	<ul style="list-style-type: none"> • Excessive I-Toll (Image-Based Toll) fee;
	<ul style="list-style-type: none"> • invoicing fee;

	<ul style="list-style-type: none"> • statement fee, depending on method of delivery;
	<ul style="list-style-type: none"> • late fee;
	<ul style="list-style-type: none"> • delinquent account fee;
	<ul style="list-style-type: none"> • account re-activation fee;
	<ul style="list-style-type: none"> • Violation penalty;
	<ul style="list-style-type: none"> • delinquent Violation penalty;
	<ul style="list-style-type: none"> • collection fee;
	<ul style="list-style-type: none"> • account deactivation fee;
	<ul style="list-style-type: none"> • Account Plan membership fee;
	<ul style="list-style-type: none"> • Registration Hold fee and
	<ul style="list-style-type: none"> • balance below Insufficient Balance Threshold fee.
424	The Contractor shall provide the capability to maintain the parameters (Configurable) related to fees and penalties.
425	The Contractor shall provide the capability to create new fees and penalties.
426	The Contractor shall provide the capability to manually apply custom fees and penalties to accounts.
427	The Contractor shall provide the capability for the assessment of fees based on account activities, for all accounts or specific account type(s).
428	The Contractor shall provide the capability to notify the customer via the channel(s) defined within the Business Rules, Operations Plan and SOPs when a fee or penalty is assessed.
429	The Contractor shall provide the capability to schedule a start and end date/time when a fee or penalty change will go into effect/conclude. For example, the statement fee is \$2.00 until July 31, 2024, after which it will increase to \$3.00.

1.4.5. Registered Account Replenishment

Registered accounts are established with a valid replenishment method for prepaid balances to be restored as toll and fee transactions deplete the prepaid balance. Account replenishment options are Credit Card, cash, check, ACH and money order. Replenishment by Credit Card can be set up to be automatic (auto-replenishment). For auto-replenishment, the BOS determines the replenishment timing and minimum amount based on parameters (Configurable). Replenishment by cash, check, ACH or money order requires the customer to replenish the account manually by mailing a check or visiting a WIC. Customers without an auto-replenishment method also may make a one-time payment by Credit Card or ACH.

430	The Contractor shall provide the capability for one or more auto-replenishment methods within an account for all electronic payment methods.
431	The Contractor shall provide separate replenishment parameters (Configurable) for all account types, including but not limited to: <ul style="list-style-type: none"> • fixed replenishment amount; • replenishment threshold based on a percentage of the replenishment amount; • replenishment thresholds based on the number of transponders on the account; • replenishment amount based on the number of transponders on the account; • replenishment amounts calculated based on average use for a period (Configurable) of time or a fixed amount, whichever is greater. For example, average use over the prior (3) month period as compared to \$30); • number of replenishment failures before next method is attempted and • number of declines before a replenishment method is suspended based on appropriate reject reasons.
432	The Contractor shall provide the capability for Authorized Users to identify individual accounts that are not subjected to auto-replenishment recalculation.
433	The Contractor shall provide the capability for account replenishment options based on Insufficient Balance Thresholds.
434	The Contractor shall provide the capability for automatic account replenishments via Credit Card and ACH.
435	The Contractor shall provide the capability for a hierarchical usage sequence for auto-replenishment methods for an account, such as primary method ACH and secondary method Visa Credit Card #1.
436	The Contractor shall provide for a stepped approach to failed auto-replenishments where an attempt is made to collect from the primary replenishment method a number of times (Configurable), followed by the secondary method and continuing until attempts have been made to replenish from all replenishment methods.
437	The Contractor shall provide the capability for automatically suspending an auto-replenishment method because of a number of declines (Configurable) and decline reason code. For example, if the reason for a decline is a closed account, the number of retries would be zero.
438	The Contractor shall provide the capability for automatically removing the suspension of an auto-replenishment method when there is an update to the Credit Card number, expiration date or any other related information.
439	The Contractor shall provide the ability to automatically update Credit Card expiration dates through the Merchant Service Provider.

440	The Contractor shall provide the capability to check if the Credit Card or ACH information is associated with another account when setting up an auto-replenishment method. The Contractor shall provide an Alert to the CSR of such condition and options to cancel or continue.
441	The Contractor shall provide the capability for an Alert to be sent to the PMMS of a failed auto-replenishment event because of BOS or Interface errors.
442	The Contractor shall provide the capability for the manual replenishing of accounts, regardless of payment method, on both a one-time and ongoing basis.
443	The Contractor shall provide the capability to check account balances each time a transaction is Posted to an account, as well as automatically submit an auto-replenishment attempt using the primary valid replenishment method when replenishment criteria is met.

1.4.6. Adjustments and Reversals

Adjustments and reversals are routinely processed in the BOS and are applied to any type of toll or Financial Transaction. Examples of such adjustments include correcting a toll rate, which would result in a change in toll, accepting a customer dispute for an incorrect charge, which would result in the reversal of the toll, or waiving or reducing a Violation penalty. Adjustments and reversals can be processed for single transactions, such as in the examples above, or in bulk. An example of a bulk adjustment is reversing all charges for a specific Toll Facility during a specific time period, as would be the case for an accident in the general-purpose lanes. Every adjustment and reversal requires the entry of a reason code identifying the reason for the adjustment or reversal. Adjustments and reversals must be associated with the original transaction, but must not change the original transaction. The original transaction must be preserved in the BOS once the transaction has been Posted to the account. Any adjustments to that transaction would be Posted to the current Revenue Day. The BOS shall have the capability to report on both the unadjusted transaction amount and the adjusted transaction amount based on transaction plaza and lane, hence the reason adjustments to transactions/trips shall be tied to but not change the original transaction.

444	The Contractor shall provide the capability to make corrections, adjustments and reversals to transactions/trips while preserving the original transaction, including the original Transaction Date and amount. Any corrections, adjustments or reversals shall be tied to, but not change, the original transaction/trip.
445	The Contractor shall provide the capability to properly disposition transactions/trips that are adjusted and/or reversed and are already in a Violation Notice stage.
446	All corrections, adjustments and reversals shall be Posted to the current Revenue Date so as not to affect prior closed Revenue Dates.
447	The Contractor shall provide the capability for full reversals of any type of transaction with a reason code (Configurable), preserving complete history.
448	The Contractor shall provide the capability for partial reversals of any type of transaction with a reason code (Configurable), preserving complete history.
449	The Contractor shall provide the capability to require that a reason code be entered for every adjustment and reversal.

450	The Contractor shall provide the capability for multiple corrections, adjustments and/or reversals to be made on a single transaction/trip while preventing the sum of such corrections, adjustments and/or reversals to exceed the amount of the original transaction/trip.
451	The Contractor shall provide the capability to establish Courtesy Credit amounts (Configurable) by Courtesy Credit type. Courtesy Credits shall be used for toll charges only on the Authority's Toll Facility and are not refundable and are charged as an expense when issued to customers.
452	The Contractor shall provide the capability to apply Courtesy Credits to accounts and require the entry of comments and reason assignment from allowable reason. The reason selected will determine how the expense is charged (transaction level or account level (50/50)).
453	The Contractor shall provide the capability to Authorized Users to configure all relevant parameters related to establishing role-based dollar amount thresholds for transactions that affect Authority's revenue, including but not limited to: <ul style="list-style-type: none"> • adjustments, • debits; • credits and • reversals.
454	The Contractor shall provide the capability for Authorized Users to Post adjustments, credits and reversals up to their role-based threshold amount (Configurable).
455	The Contractor shall provide the capability to establish a Case when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable) or not authorized for the particular action.
456	The Contractor shall provide the capability to establish a Case for a higher-level of approval when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable). The Authorized User who Approved the transaction shall be recorded and associated with the transaction.
457	The Contractor shall provide detailed tracking of individual adjustments, credits and/or reversals and categorize each separately.
458	The Contractor shall provide a trip and/or transaction search and adjustment screen(s) where Authorized Users can enter the selection criteria, retrieve the transactions/trips and make bulk adjustments or reversals. This capability shall allow the selection of groups of transactions/trips to which the correction will apply and adjustment comments entered for the affected transactions/trips. The Authorized User shall be allowed to select/deselect specific transactions/trips within the group. For example, the Authority may require all trips/transactions that include a certain toll point between 2 a.m. and 5 a.m. on a specific date to be fully reversed or all transactions at that toll point to be charged \$1.00.

459	The Contractor shall provide the capability to process adjustments and reversals that affect Interoperable Agency customers in accordance with the applicable Interoperable specifications and include these transactions/trips in the reconciliation reporting based on adjustment Posting Date (not original Transaction Date).
460	The Contractor shall provide the capability to transfer transactions/trips (financial or tolls) to another account. For example, a check Posted incorrectly to an account gets reversed and re-Posted to the appropriate account.
461	The Contractor shall provide the capability to adjust the eligibility for discounts and promotions when transactions are corrected, adjusted or reversed.
462	The Contractor shall provide the capability to adjust discounts and promotions when transactions are adjusted, corrected or reversed.

1.4.7. Account Statuses

Account statuses determine how transactions/trips are processed and associated to accounts.

463	The Contractor shall provide account statuses, including but not limited to:
	<ul style="list-style-type: none"> • active (accounts in good standing);
	<ul style="list-style-type: none"> • low balance (account below replenishment threshold – Credit Card has declined or cash account below threshold);
	<ul style="list-style-type: none"> • delinquent (Registered accounts only – accounts that fall below the Insufficient Balance Threshold);
	<ul style="list-style-type: none"> • collection (account information has been sent to the Collection Agencies);
	<ul style="list-style-type: none"> • pending close (Registered accounts only – accounts scheduled to close remain in this status for a Configurable number of days to allow for final transactions/trips to clear) and
464	The Contractor shall provide the capability to automatically, according to Business Rules, transition between account statuses.
465	The Contractor shall provide the capability to set a different period of time (Configurable) before accounts automatically transition from pending close to closed based on the reason the account is to be closed.
466	The Contractor shall provide capability for customer Notification (Configurable) when the account status changes.
467	The Contractor shall provide the capability to use the account’s status in determining whether or not to Post a transaction/trip to the account. For example, only Post transactions to an account in active or pending close statuses.

468	The Contractor shall provide the capability to automatically set an account to delinquent status once the account balance reaches below the Insufficient Balance Threshold or a Configurable number of days from the low balance notification.
469	The Contractor shall provide the capability to automatically set accounts to pending close status upon a request to close the account and take automatic actions, including but not limited to: <ul style="list-style-type: none"> • deactivate plates and vehicles on the account; • deactivate transponders on the account and • prorating of prepaid discount fees.
470	The Contractor shall provide the capability to automatically age an account from pending close to closed status after a period of time (Configurable) and to take automatic actions, including but not limited to: <ul style="list-style-type: none"> • removing payment methods on the account; • assessing the appropriate fees; • expiring promotion credits; • processing the refund amount bringing the balance to zero and • processing the refund automatically based on criteria or approval.
471	The Contractor shall provide the capability for capturing multiple levels of reason codes for an account closing at “pending close” time.
472	The Contractor shall provide the capability for the reactivation (back to an active status) of an account in the pending close and closed statuses.
473	The Contractor shall provide the capability to prevent transactions from Posting to closed accounts.
474	The Contractor shall provide the capability for Authorized Users to add comments to closed accounts.

1.4.8. Account Flags

Account Flags are used to identify meaningful conditions and information about the account, its transactions/trips, vehicles, transponders and payment methods which are used to trigger a Notification or other actions and for reporting. During design, the Contractor shall describe the ways in which these types of information shall be identified to the customers and Authorized Users.

475	The Contractor shall provide the capability to set and maintain Flags (Configurable) that can be displayed on accounts for issues related to the account, a license plate, or transponder on the account.
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476	<p>The Contractor shall provide the capability to automatically set Flags on account based on conditions and events, including but not limited to:</p> <ul style="list-style-type: none"> • bad address; • bad email address/no email address; • bad phone number (for both calls and texts); • account closed in Collections; • account was not completely opened; • account has debt which was written-off; • account has debt which was written-off in Collections; • account has an Investigative Review in process; • account has an open refund request; • no active vehicles; • no active transponder (applicable only to FasTrak accounts); • transponder in certain status, for example, lost or stolen (not applicable to Unregistered accounts); • excessive toll at license plate level (not applicable to Unregistered accounts); • temporary license plate; • account is in pending to close status (not applicable to Unregistered accounts); • account has an open Case; • customer participates in a non-revenue Account Plan (not applicable to Unregistered accounts); • customer enrolled in Account Plan (s) (not applicable to Unregistered accounts); • Special Access Plan on the account or on a vehicle on the account (not applicable to Unregistered accounts); • unresolved returned check; • unresolved Credit Card decline on the account; • at least one Credit Card marked by the BOS as bad (not applicable to Unregistered accounts); • at least one Credit Card is expired or is expiring within a number (Configurable) of days (not applicable to Unregistered accounts);
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	<ul style="list-style-type: none"> • account has at least one suspended auto-replenishment method (not applicable to Unregistered accounts);
	<ul style="list-style-type: none"> • account has unpaid Violation(s) not applicable to Unregistered accounts);
	<ul style="list-style-type: none"> • account has debt in Collections;
	<ul style="list-style-type: none"> • one or more vehicles on the account has been placed on Registration Hold;
	<ul style="list-style-type: none"> • at least one license plate on the account has an unpaid Violation(s);
	<ul style="list-style-type: none"> • an Administrative Review has been scheduled for the account;
	<ul style="list-style-type: none"> • at least one Violation associated with the account has a Civil Judgement and
	<ul style="list-style-type: none"> • account was subject to Escheatment.
477	<p>The Contractor shall provide the capability for Authorized Users to manually set account Flags, including but not limited to:</p> <ul style="list-style-type: none"> • high priority comment; • bad phone number (for both calls and texts); • bad address; • do not accept checks for payment; • inactive account; • account needs to be referred to a supervisor; • account holder is deceased and • CSC has been informed of account holder bankruptcy.
478	<p>The Contractor shall provide the capability to display all active Flags on an account upon accessing the account information.</p>
479	<p>The Contractor shall provide the capability to automatically clear Flags based on criteria.</p>
480	<p>The Contractor shall provide the capability for Authorized Users to manually clear Flags no longer applicable to an account.</p>

1.4.9. Transponders

There are different types of transponders, with each having a distinct purpose. The Authority may issue the types of transponders described below.

- Interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles.

- Breakable interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles because they are designed to break if removed after they have been applied to a surface.
- Three-position hard-case transponders (switchable) – are mounted on the inside of a vehicle’s windshield with mounting strips that allow a customer to switch between three Occupancy Setting modes.
- Exterior headlight transponders (non-switchable) – are clear stickers which are permanently affixed to the motorcycle’s or vehicle’s headlight.

481	The Contractor shall provide for transponder statuses (Configurable), including but not limited to: <ul style="list-style-type: none"> • inactive; • valid and • invalid.
482	The Contractor shall provide the capability to manually change transponder statuses, such as when a customer calls to report a transponder has been stolen.
483	The Contractor shall provide the capability to automatically change transponder statuses. For example, when a transponder that is in inventory with an inactive status is subsequently added to an account, the status changes to active.
484	The Contractor shall provide the capability to track a transponder’s current status and status history.
485	The Contractor shall provide the capability to automatically change the transponder status from valid to invalid for all transponders on an account when the account balance is equal to or below a balance (Configurable).
486	The Contractor shall provide the capability to automatically change the transponder status from invalid to valid for all transponders on an account when the account balance is above a balance (Configurable).
487	The Contractor shall notify the customer when the transponder changes status.

1.4.10. Incoming Customer Communication

488	The Contractor shall provide the capability to track, store and electronically view all incoming customer contact- related information on all account types.
489	The Contractor shall provide the capability to associate incoming customer communication with the account for all communication channels in accordance with the Security Standards, including but not limited to: <ul style="list-style-type: none"> • phone; • email (including attachments);

	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • chat;
	<ul style="list-style-type: none"> • text messaging;
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • mail and
	<ul style="list-style-type: none"> • in-person contact.
490	The Contractor shall provide the capability to track and account for all incoming customer communication.
491	The Contractor shall provide the capability for a CSR to upload a file and have it associated with an account, including but not limited to:
	<ul style="list-style-type: none"> • an audio file from a recorded conversation;
	<ul style="list-style-type: none"> • a PDF file, such as, an outbound email or mail piece and
	<ul style="list-style-type: none"> • an image file, such as, a scanned document emailed by a customer.
492	The Contractor shall provide the capability to view data files or play audio files associated with accounts.
493	The Contractor shall provide the capability to scan incoming print communications and save the resulting image in the BOS. The Contractor's solution shall be robust, enterprise-level and integrated with the BOS and with capabilities including but not limited to:
	<ul style="list-style-type: none"> • bulk scanning;
	<ul style="list-style-type: none"> • indexing, sorting, collating;
	<ul style="list-style-type: none"> • bulk demographic data entry and
	<ul style="list-style-type: none"> • automatic assignment to accounts.
494	The Contractor shall provide the capability to categorize all incoming communication via drop-down menu options (Configurable), including but not limited to:
	<ul style="list-style-type: none"> • application;
	<ul style="list-style-type: none"> • account close request;
	<ul style="list-style-type: none"> • account information change;
	<ul style="list-style-type: none"> • administrative review request;
	<ul style="list-style-type: none"> • Affidavit of Non-Liability;
	<ul style="list-style-type: none"> • bankruptcy document;

	<ul style="list-style-type: none"> • Clean Air Vehicle proof;
	<ul style="list-style-type: none"> • complaint;
	<ul style="list-style-type: none"> • contest notice;
	<ul style="list-style-type: none"> • death certificate;
	<ul style="list-style-type: none"> • dispute;
	<ul style="list-style-type: none"> • divorce decree;
	<ul style="list-style-type: none"> • financial hardship;
	<ul style="list-style-type: none"> • general correspondence/inquiry;
	<ul style="list-style-type: none"> • lease agreement;
	<ul style="list-style-type: none"> • marriage license;
	<ul style="list-style-type: none"> • other miscellaneous;
	<ul style="list-style-type: none"> • payment;
	<ul style="list-style-type: none"> • police report;
	<ul style="list-style-type: none"> • proof that the vehicle was rental or leased vehicle;
	<ul style="list-style-type: none"> • proof that the vehicle was sold/stolen;
	<ul style="list-style-type: none"> • rental car agreement;
	<ul style="list-style-type: none"> • returned mail – with forwarding address;
	<ul style="list-style-type: none"> • returned mail – without forwarding address;
	<ul style="list-style-type: none"> • sale documentation;
	<ul style="list-style-type: none"> • transponder request and
	<ul style="list-style-type: none"> • vehicle registration.
495	The Contractor shall provide the capability to search for all incoming communication.
496	The Contractor shall provide the capability to create a Case for each incoming communication piece scanned into the BOS. Each scanned communications piece will either initiate a new Case or be associated with an existing one, as determined by an Authorized User.
497	Create a customer contact record for all automated customer contacts. For example, if the customer provides a new address and phone number, the BOS shall automatically create a contact record that says customer contacted the BOS via Self-Service Website to update address and cell phone number.

498	The Contractor shall provide the capability to track contacts based on channel or contact reasons.
499	The Contractor shall provide the capability to set and maintain customer contact attributes, including but not limited to:
	<ul style="list-style-type: none"> • channels;
	<ul style="list-style-type: none"> • date and time;
	<ul style="list-style-type: none"> • actions;
	<ul style="list-style-type: none"> • contact reasons;
	<ul style="list-style-type: none"> • comments and
	<ul style="list-style-type: none"> • comment category.

1.5. Image Transfer and Transaction/Trip Processing

1.5.1. Transaction/Trip Transfer

The ETTM System captures transactions and images for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips and handles automatic and manual image review. The transaction/trip is created by the ETTM System. The ETTM System sends the full formed trip, associated transactions, image(s) and license plate data (if needed) to the BOS.

500	The Contractor shall provide the capability to accept and store images related to transactions/trips, Violations, I-Tolls from the ETTM System in accordance with ICD.
501	The Contractor shall provide the capability for customers and Authorized Users to retrieve, view and print images related to transactions/trips, Violations and I-Tolls.
502	The Contractor shall provide the capability to associate images with the related transaction/trip in the BOS based on information provided by the ETTM System.
503	The Contractor shall provide the capability to transmit the status of image acquisition errors to the ETTM System Contractor and the PMMS.
504	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.
505	Reconcile and report transaction file discrepancies, errors and rejects by reason.
506	The Contractor shall provide the capability to send and receive all data and files between the ETTM System and the BOS in compliance with the ETTM System Contractor's ICDs, and any updates made to them must meet the Requirements of the Statement of Work and Requirements.

507	The Contractor shall provide the capability to support a list of ETTM Systems with which the BOS shall Interface to receive Transponder-Based and Image-Based Transactions. All received transactions/trips shall be verified against the list of ETTM Systems.
508	The Contractor shall provide the capability to receive and maintain a listing of each Toll Facility's tolling points and lanes (including designation of direction) from which the BOS shall receive transactions/trips. All transactions/trips received shall be verified against the Toll Zone and lane (including designation of direction) listing for each Toll Facility.
509	The Contractor shall provide the capability to receive and process Transponder-Based and Image-Based Transactions/Trips from each ETTM System.
510	The Contractor shall provide the capability to validate the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the ETTM System meet the Requirements of the ICD.
511	The Contractor shall provide the capability to validate the transactions/trips to ensure compliance to Interface Requirements and established parameters for each Toll Facility and identify errors and exceptions.
512	<p>The Contractor shall provide the capability to accept, but not Post to accounts or process further Transponder-Based and Image-Based Transactions/Trips that have failed the verifications and cannot be processed further as submitted for collecting tolls at the BOS. Such rejected transactions/trips include but are not limited to:</p> <ul style="list-style-type: none"> • transactions/trips are older than the established parameters; • transactions/trips do not belong to Toll Facilities on the Toll Facilities list; • transactions/trips do not belong to a Toll Zone on the Toll Facility list; • internal transponder identification number is not valid; • transaction/trip is a duplicate of a Posted Transponder-Based Transaction/Trip on the account; • transaction/trip is a duplicate of a Posted I-Toll Transaction/Trip on the account; • transaction/trip is a duplicate of a Violation transaction/trip on the account; • transaction/trip was rejected by the Interoperable/CTOC Agency and • transaction/trip is not in compliance with the ICD.
513	<p>The Contractor shall provide the capability to identify duplicate transaction/trip verification (Configurable) for each Toll Facility, based on various criteria, including but not limited to:</p> <ul style="list-style-type: none"> • Toll Facility; • Toll Zone; • direction of travel;

	<ul style="list-style-type: none"> • lane;
	<ul style="list-style-type: none"> • transaction/trip time differential;
	<ul style="list-style-type: none"> • transaction/trip type:
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • license plate number and
	<ul style="list-style-type: none"> • transponder number.
514	The Contractor shall provide the capability to reconcile transmitted transaction/trip counts and errors by date sent to the BOS and Transaction/Trip Date and Time.
515	The Contractor shall provide the capability to categorize failed transactions/trips into error codes and exception codes for reporting purposes.
516	The Contractor shall provide the capability to accept and process corrected transactions/trips that have been previously rejected.

1.5.2. Transmission Error Identification

517	The Contractor shall provide the capability to send status of transaction/trip transmission and/or verification errors to the PMMS.
518	The Contractor shall provide the capability to identify when the actual number of Transponder-Based Transactions/Trips and Image-Based Transactions/Trips received from an ETTM System is a percentage (Configurable) below the expected number for each Toll Zone and lane based on historical volumes and send an Operational Alert Notification to the PMMS.
519	The Contractor shall provide the capability to identify when percentage (Configurable) of trips sent as image-based has increased compared to historical data and send an Operational Alert Notification to the PMMS.
520	The Contractor shall provide the capability to identify when the actual number of images acquired is a percentage (Configurable) below the expected amount for each Toll Zone and lane and send an Operational Alert Notification to the PMMS.
521	The Contractor shall provide the capability to create transmission failure Alerts based on parameters, including but not limited to missing plazas and delayed transactions by Toll Facility and transaction/trip type.
522	The Contractor shall provide the capability to identify if there are missing images from a specific Toll Zone (Configurable number over a Configurable period of time) and send an Operational Alert Notification to the PMMS.
523	The Contractor shall provide the capability (Configurable) to retry the acquisition of images for transactions/trips initially identified as not having images.

524	The Contractor shall provide the capability to match the acquired image with its transaction/trip.
525	The Contractor shall provide the capability to identify transactions/trips for which images were expected but are missing and generate an Operational Alert Notification to the PMMS if images are missing for more than a number of transactions/trips (Configurable) and after an amount (Configurable).
526	The Contractor shall provide the capability to transmit the status of image acquisition errors to Authorized Users.
527	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.

1.5.3. Interoperability

The Authority is already Interoperable with the other toll agencies in California. During the Implementation Phase and Operations and Maintenance Phase, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority intends to participate in regional and national Interoperability.

The BOS and the Interoperable/CTOC Agencies shall exchange files in accordance with the most current ICDs.

528	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the latest WRTO/CTOC ICD. See Attachment A: WRTO and CTOC Technical Specification for Interagency Electronic Data Interchange for current ICD.
529	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the Authority's Business Rules. The Contractor shall support Interoperable agencies that will be on different versions of the WRTO/CTOC ICD throughout the Term of the Agreement.

1.5.3.1. OCTA Customers on Interoperable Agency Facilities

Customers who have an Active Registered account may use the Toll Facilities of Interoperable/CTOC Agencies. Transactions/trips generated on the Interoperable facilities will be transmitted to the BOS for processing and Posting to accounts. Interoperable/CTOC Agencies will receive disposition for each submitted transaction/trip in accordance with their individual Interoperable/CTOC Agency ICD. Images will not be provided by Interoperable Agencies. The BOS shall meet the following Requirements related to Transponder-Based Transactions/Trips and Image-Based Transactions/Trips submitted by Interoperable/CTOC Agencies.

530	The Contractor shall provide the capability to create, transmit and exchange all data and files between the BOS and Interoperable/CTOC Agencies in compliance with the existing ICDs and any updates made to them to meet the Requirements of the Statement of Work.
531	The Contractor shall provide the capability to receive and process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the Interoperable/CTOC Agencies.

532	<p>The Contractor shall provide the capability to validate that the Transponder-Based Transactions and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies meet the criteria for qualification, including but not limited to:</p> <ul style="list-style-type: none"> • Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies are Posted when the associated account and transponder were active; • Transponder-Based Transactions/Trips and Image-Based Transactions/Trips meet the Requirements of the ICD and • Image-Based Transactions/Trips have a license plate number, Jurisdiction and Plate Type (if applicable), and the transaction occurred when the associated account and plate were active.
533	<p>The Contractor shall provide transaction/trip disposition to Interoperable/CTOC Agencies for each submitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.</p>

1.5.3.2. Interoperable/CTOC Customers on Authority Toll Facility

Interoperable/CTOC Agency customers who have accounts at other Interoperable/CTOC Agencies may use the Authority’s Toll Facility. These customers may create Transponder-Based Transactions/Trips and Image-Based Transactions/Trips. The BOS identifies such transactions as Interoperable/CTOC Transactions/Trips, validates such transactions/trips are in compliance with Interoperable/CTOC ICDs and transmits them to the Interoperable/CTOC Agency for processing and Posting to the appropriate accounts. The Authority may assess a Configurable ‘roaming/hub processing fee’ based on the transaction/trip type. Interoperable/CTOC Agencies will transmit the disposition for each submitted transaction/trip to the BOS in accordance with their individual Interoperable/CTOC ICD.

The BOS shall meet the following Requirements related to Interoperable/CTOC Transponder-Based Transactions/Trips and Image-Based Transactions/Trips.

534	<p>The Contractor shall provide the capability to receive and validate Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the ETTM System.</p>
535	<p>The Contractor shall provide the capability to validate that the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips are in compliance with the Interoperable/CTOC ICDs.</p>
536	<p>The Contractor shall provide the capability to, if configured, assess the appropriate ‘roaming/hub processing fee’ based on the transaction/trip type.</p>
537	<p>The Contractor shall provide the capability to identify clean air vehicles and motorcycles for discounts from Interoperable/CTOC Agencies.</p>
538	<p>The Contractor shall provide the capability to transmit Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to the appropriate Interoperable/CTOC Agency.</p>

539	The Contractor shall provide the capability to receive transaction/trip disposition from the Interoperable/CTOC Agencies for each transmitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.
540	The Contractor shall provide the capability to invoice IOP, make payments to IOP and receive post payments from IOP, retain and aging of IOP receivables

1.5.4. Monitoring – Operations and System Performance

The Authority requires monitoring tools to effectively track and manage operations with the goals of optimizing efficiency, performance and customer service. The Authority requires clear visual and graphical representation of the workflow statuses and the provision of Alerts to identify backlogs and problems on a timely basis.

541	The BOS shall provide pictorial representations (dashboard) of the BOS operations and performance, and Authorized Users performance and productivity at all stages of inbound customer contact points and operations process flow.
542	The BOS shall provide Authorized Users the ability to customize and personalize their dashboard to display data elements selected by the user.
543	The BOS shall provide user interface in real-time to review and be alerted to problems, exceptions, issues and variance from Performance Measures by means of conditional formatting.
544	The BOS shall provide users with the capability to drill to the individual details and back-up information of any transaction/trip state, status or problem.
545	The BOS shall provide user interface to establish various thresholds (Configurable) to monitor and assess BOS and operations performance in areas such as inbound calls, emails, chat, cases, transponder requests, etc.
546	The BOS shall generate automated notifications to the PMMS when specified deviations from established thresholds are detected within a user defined period of time (Configurable) and provide such notifications on the dashboard.

1.5.5. Transaction/Trip Processing Lists

1.5.5.1. Processing Exception List

The Processing Exception List is a list of license plates and transponders used to identify Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that require manual review and disposition prior to final processing due to known customer service and/or processing issues.

547	The Contractor shall provide the capability to maintain a separate Processing Exception List of license plates and transponders for each Toll Facility.
548	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Processing Exception List of license plates and transponders.
549	All changes to the Processing Exception List shall require Authority Approval.

550	The Contractor shall provide the capability for Authorized Users to enter effective start and end dates for each license plates and transponder.
551	The Contractor shall provide the capability for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that are active on the Processing Exception List to not be processed by the BOS until manually reviewed and dispositioned.
552	The Contractor shall provide the capability via a processing exception screen to review each transaction and image and either reintroduce the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for normal BOS processing or have them remain unprocessed.
553	The Contractor shall provide the capability via a processing exception screen to review Transponder-Based Transactions/Trips and Image-Based Transactions/Trips multiple times before reintroducing them for BOS processing.
554	The Contractor shall provide the capability for reintroduced Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to follow all of the applicable processing rules. For example, if the time process time threshold has been exceeded the normal dispositioning process would occur.
555	All Transponder-Based Transactions/Trips and Image-Based Transactions/Trips subject to the processing exceptions shall be included in all applicable transactional and financial reporting.

1.5.5.2. Plate Correction List

The Plate Correction List contains license plate numbers identified by the CSC Operations as being problematic based on customer disputes or QA processes and requiring analysis and correction by the ETTM System Contractor to prevent recurring issues.

556	The Contractor shall provide the capability to provide a separate Plate Correction List for each Toll Facility.
557	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Plate Correction List of license plates with all available plate information.
558	The Contractor shall provide the capability for Authorized Users to electronically send the Plate Correction List to the ETTM System Contractor.
559	The Contractor shall provide the capability to search for, retrieve and correct plates added to the Plate Correction List to avoid the same errors from occurring for transactions that are in process.

1.5.6. Customer Validation and Transaction/Trip Posting

Upon the completion of the initial verifications and processing, the BOS shall attempt to Post the transactions/trips to accounts. The sequence in which the Posting occurs is determined during design.

1.5.6.1. Transaction/Trip Posting - General

Generally, the toll rate assigned by the ETTM System is the rate that the customer is charged. On Express Lane facilities, the toll rate depends on the numbers of occupants in the vehicle. Some transponders have the ability to indicate the number of occupants in the vehicle depending on where the customer has set the switch. Account Plans, plate codes and transponder codes such as the Clean Air Vehicle or motorcycle may also affect the toll rate. During the Operations and Maintenance Phase, it is anticipated that the occupancy required to receive a discounted or \$0 toll rate will change (for example, from 2+ to 3+).

560	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order and sequence in which transactions/trips are processed for Posting to the various account types.
561	The Contractor shall use the Authority's Business Rules and existing hierarchy in developing the rules for Posting trips.
562	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order in which the transactions/trips shall be processed and their final outcome, including but not limited to: <ul style="list-style-type: none"> • type of the transaction/trip (Transponder-Based or Image-Based); • the submitting Entity (Toll Facility, Authority or Interoperable/CTOC Agency); • the presence of a transponder in the transaction/trip; • account type; • account status; • the status of the transponder at the time of the transaction/trip and • the availability of an image.
563	The Contractor shall provide the capability to store multiple transponders per transaction/trip and charge the transponder according to the rules.
564	The Contractor shall provide the capability to transmit Interoperable Transponder-Based Transactions/Trips to Interoperable/CTOC Agencies to Post to the Interoperable/CTOC Agency accounts.
565	The Contractor shall provide the capability to validate Transponder-Based Transactions/Trips and account type and support the processing order (Configurable) of transactions/trips with transponders, per Business Rules.
566	The Contractor shall process the transaction as an Image-Based Transaction if a Transponder-Based Transaction/Trip cannot be Posted to an account, but it contains the license plate data, then depending on the reject reason. For example, if a Transponder-Based Transaction/Trip was rejected by an Interoperable/CTOC Agency due to insufficient funds on the account, then the transaction/trip can be processed as an Image-Based Transaction/Trip if an image is available.

567	The Contractor shall provide the capability to reprocess transactions as Image-Based Transactions/Trips if Transponder-Based Transactions/Trips cannot be Posted to an account and are rejected by the BOS, in accordance with the processing order (Configurable) based on the reject reason.
568	The Contractor shall provide the capability to validate the transaction/trip and account type and support the processing order (Configurable) of Image-Based Transactions/Trips per Business Rules.
569	The Contractor shall provide the capability to insert pauses, of durations (Configurable), in transaction processing within the transaction/trip processing sequence to allow for other interactions (for example, a grace period to allow customer to provide payment before a transaction is Posted to a rental car account or an Unregistered account).
570	The Contractor shall provide the capability to configure whether payments are guaranteed for both Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for each Interoperable/CTOC Agency.
571	The Contractor shall provide the capability to Post a Transponder-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.
572	The Contractor shall provide the capability to Post an Image-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.
573	The Contractor shall provide the capability to process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to an account based on date and time the transaction/trip was received by the BOS in First in First Out (FIFO) order.
574	The Contractor shall provide the capability to attempt to Post a toll transaction/trip (OCTA or Interoperable/CTOC) that did not Post to the account initially at Configurable intervals for a Configurable amount of time.
575	The Contractor shall provide the capability to Post tolls/trips based on the particular tolling location. For example, if the transponder has a non-revenue plan for a particular Toll Facility, then transactions/trips for that transponder are charged \$0.00 for transactions/trips on that Toll Facility.

1.5.6.2. I-Toll Transaction/Trip Posting

Transponders sometimes fail to read when the customer uses the Toll Facilities. This results in the capture and processing of the customer license plate image by the ETTM System. An Image-Based Transaction/Trip along with the license plate image(s) and data is ultimately submitted to the BOS for processing. Accounts with a number of I-Tolls deemed excessive may be notified and those customers may be charged a fee.

The BOS identifies the license plate as belonging to the Authority or Interoperable/CTOC account and verifies that the Image-Based Transaction/Trip is eligible for Posting to the account as an I-Toll Transaction/Trip. An I-Toll shall be Posted to an account in accordance with Business Rules. For an Interoperable/CTOC account, an I-Toll shall be sent to the Interoperable Agency for processing only

if the license plate is on the valid license plate file for the Transaction Date. Image(s) for I-Toll Transactions/Trips shall be retained by the BOS.

576	<p>The Contractor shall provide the capability to identify and Post I-Tolls belonging to the Authority or Interoperable/CTOC account based on a combination of factors, including but not limited to:</p> <ul style="list-style-type: none"> • the account status at the time of the transaction/trip; • current account status; • account open date; • effective date and time range for the license plate on the account; • Account Plans associated with the account, transponder or license plate; • license plate number; • license plate Jurisdiction; • license Plate Type; • license plate status; • license plate image; • whether the license plate was on the account at the time of the transaction/trip and • the account balance.
577	The Contractor shall store the image(s) associated with I-Toll Transactions/Trips.
578	The Contractor shall provide the capability to check each time a license plate is added to a Registered account and when a license plate start date/time is changed and every day after until resolved to see if any Violations match that license plate and Post all applicable Violations to the account in accordance with Business Rules.
579	The Contractor shall provide the capability to setup the parameters (Configurable) which trigger an Excessive I-Toll Notification.
580	The Contractor shall provide the capability to set up the parameters (Configurable), which trigger the application of the Excessive I-Toll fee, including a grace period after a customer is notified.
581	The Contractor shall provide the capability to apply the Excessive I-Toll fee in the future only when a percentage (Configurable) of monthly transactions are processed by plate.

1.5.6.3. Toll and Discount Posted

The transactions/trips submitted by the ETTM System and the Interoperable/CTOC Agencies will contain multiple toll rates based on the Toll Facility or Interoperable/CTOC Agency, the type of

facility and the transaction/trip type (listed below). Based on the Business Rules, the BOS shall apply the applicable discounts and charge the account the correct toll rate.

582	The Contractor shall provide the capability to apply applicable discounts for Account Plans associated with the account, transponder or license plate to the Transponder-Based and Image-Based Transactions/Trips.
583	The Contractor shall provide the capability to Post the appropriate toll and discounts to Transponder-Based Transactions/Trips and the Image-Based Transactions/Trips based on various conditions (Configurable), including but not limited to:
	<ul style="list-style-type: none"> • type of transaction/trip received from the ETTM System, for example non-revenue;
	<ul style="list-style-type: none"> • type of transaction/trip received from the Interoperable/CTOC Agencies;
	<ul style="list-style-type: none"> • type of Toll Facility, for example Express Lanes;
	<ul style="list-style-type: none"> • account balance;
	<ul style="list-style-type: none"> • type of transaction/trip at the time of Posting (FasTrak, I-Toll or Violation);
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • Flags on the account, for example Excessive I-Toll and
	<ul style="list-style-type: none"> • transponder and plate designators (CAV).

1.5.6.4. Owner Identification

For those Image-Based Transactions/Trips that do not Post to an existing account or Interoperable/CTOC account, the registered owner name and address information for the vehicle (based on the license plate) needs to be obtained from DMV or ROV Lookup Provider sources.

584	The Contractor shall establish a direct Interface with the California Department of Motor Vehicles (DMV) to perform an ROV look up for each transaction with California license plates.
585	The Contractor shall establish a direct Interface with the Arizona, Oregon and Nevada Department of Motor Vehicles (DMV) to perform an ROV look up for any applicable trip.
586	The Contractor shall provide a ROV Lookup Service Provider to be used to perform an ROV Lookup for each transaction with license plates from all other States, the District of Columbia and the U.S. Government.
587	The Contractor shall provide the capability to identify California temporary plates based on numbering sequence and other information provided by the DMV.
588	The Contractor shall provide the capability to lookup temporary license plates issued by the California DMV utilizing a separate database for temporary plates.

589	The Contractor shall provide the capability to obtain and store Vehicle Identification Number (VIN) for a temporary license plate and using the VIN, associate the temporary license plate to permanent plate to ensure only a single Unregistered account is created for the vehicle and that California DMV hold is placed on the permanent plate, if applicable.
590	<p>The Contractor shall provide the capability to manage addresses associated with Protected Plates agencies, which is the agency name returned from the DMV or ROV Lookup Provider for license plates of customers affiliated with federal, state or local agencies allowed to shield addresses. including but not limited to:</p> <ul style="list-style-type: none"> • allow Authorized Users to input, delete and update the addresses associated with Protected Plates agencies; • electronically check against the Protected Plate data when a Protected Plate agency name is returned from the DMV or ROV Lookup Provider; • automatically produce the Violation Notice with the Protected Plate agency address; • allow the option for an Authorized User to review, edit and approve the Violation Notice prior to sending and • if there is no match for a Protected Plate agency, hold the Violation for a Configurable period of time and allow an Authorized User to manually enter an address when obtained and send.
591	<p>The Contractor shall provide the capability to establish separate, ROV Lookup parameters (Configurable) to obtain the ROV, based on various criteria including but not limited to:</p> <ul style="list-style-type: none"> • whether the license plate is issue by a state which there is a direct DMV connection or through an ROV Lookup Service Provider; • whether the license plate is a temporary plate (California only); • Flags on the account, for example if the account has a bad address Flag or ROV is stale, then ROV Lookup is performed at intervals (Configurable) until a new address is obtained and • cost of ROV Lookup, for example if ROV Lookups are at no cost then perform lookup every time (possibly daily) when a Violation Notice is about to be issued for the license plate.
592	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued because the Violation date is greater than the Configurable number of days old.
593	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued based on Business Rules.
594	The Contractor shall provide the capability to identify and manage Violations which have no match after ROV Lookup and allow for a Configurable number of days to attempt to obtain the ROV through other methods.

595	The Contractor shall provide the capability to view the transaction/trip and its associated image(s) and select the correct license plate registration information in the event there are multiple ROV matches returned by the ROV Lookup Service Provider for a particular license plate.
596	The Contractor shall provide the capability to review the results and take appropriate action of partial ROV information matches and confirm the account that matches the ROV name and address.
597	The Contractor shall provide the capability to automatically create an Unregistered account for the license plate using the ROV results if there is no match to an existing Registered or Unregistered account.
598	The Contractor shall provide the capability to identify potential match to a Registered account based on name and address and notify the customer and add the plate and transactions.
599	The Contractor shall provide the capability to review the transactions/trips where the registration information is not available. The BOS shall retrieve all images associated with the transactions/trips and make them available to the Authorized User for review. The Authorized User can take the following action on the transactions/trips, including but not limited to:
	<ul style="list-style-type: none"> • manually enter the ROV data and
	<ul style="list-style-type: none"> • correct the license plate data.
600	The Contractor shall provide the capability to re-submit license plates for ROV Lookup a number of times (Configurable) and after a period of time (Configurable) if the license plate is returned from the ROV Lookup Service Provider with no match or an error. The configuration shall be based on the type of error and the status of the communications.
601	The Contractor shall provide the capability, if there is no response for the ROV Lookup after the number of retries (Configurable), and license plate registration information cannot be obtained, to automatically set the transaction/trip to "Unknown DMV status".
602	The Contractor shall provide the capability, if the ROV information cannot be obtained, Post the transaction to a Registered account if the transaction/trip also contained an OCTA transponder read.
603	The Contractor shall provide the capability to automatically record, set and maintain the ROV Lookup source based on license plate Jurisdiction.
604	The Contractor shall provide the capability to set the length of time (Configurable by Jurisdiction) before ROV information needs to be rechecked before the license plate registration information is considered stale and must be acquired again.
605	The Contractor shall provide the capability to set the length of time (Configurable) before ROV information for temporary license plates needs to be rechecked individually to obtain the associated permanent license plate number.

606	The Contractor shall provide the capability to retain all historical ROV Lookup information, including but not limited to:
	<ul style="list-style-type: none"> • source of license plate ROV data;
	<ul style="list-style-type: none"> • ROV data changes and
	<ul style="list-style-type: none"> • the date the data was obtained

1.5.6.5. Transfer of Responsibility

The California Vehicle Code provides for the registered owner of a vehicle to name another individual as the person responsible for toll evasion notices. In order to comply with this Requirement, the BOS will need to record the named responsible person and process applicable NTEV accordingly.

607	The Contractor shall provide the capability to transfer the responsibility to another party, including but not limited to:
	<ul style="list-style-type: none"> • uploading supporting documentation;
	<ul style="list-style-type: none"> • allowing for Authorized Users to enter the responsible party’s name and address information for one or many Violation Notices;
	<ul style="list-style-type: none"> • dismissing the Violation Notices (including applicable tolls and fees) for the original ROV;
	<ul style="list-style-type: none"> • establishing an Unregistered account for the new ROV;
	<ul style="list-style-type: none"> • issuing Violation Notice(s) as applicable to the new ROV and
	<ul style="list-style-type: none"> • maintain history of the responsibility transfer activities.

1.6. Registered and Unregistered Account Notifications

1.6.1. Outgoing Notifications

The creation and sending of outgoing Notifications includes multiple distribution channels, such as electronic transmission (email, text), print and mail, and outbound phone calls. Notification management shall provide several methods of delivery and allow for configuring how each Notification item shall be delivered. All Notifications related to an account shall be associated with that account and Case, if applicable, in the BOS.

Alerts are normally Notifications that customers opt-in for so that they can be notified (usually by text or email) when their account needs attention or when activities occur on their account. Alerts can also be Notifications based on account events of which the Authority would like customers to be informed.

Notifications are sent using distribution channels, such as email, text, phone call and United States Postal Service (USPS) mail.

There are unique Notification items, for example, a Notice of Toll Evasion Violation, an insufficient balance letter or an email Notification that the customer’s account has been replenished.

Each Notification item has criteria which triggers its generation. When an account meets specified criteria, the account qualifies for a specific Notification item. For example, an account qualifies for a Credit Card Expiring Notification one month before the Credit Card expiration date and an account qualifies for a Violation Notice after the ROV information has been obtained.

608	The Contractor shall provide all outgoing Notifications with a standard look and feel and submit samples of all Notifications to the Authority for Approval, prior to distribution to customers.
609	The Contractor shall provide a Notification management process regardless of the Notification item or the distribution channel used to send the Notification.
610	The Contractor shall develop a communication matrix for configuring the Notifications and their allowable distribution channel. This matrix shall be Configurable and will change over the life of the Contract.
611	The Contractor shall provide a process to automatically issue each Notification when the criteria in the Business Rules is met.
612	The Contractor shall produce and deliver print Notifications to the USPS Monday – Friday.
613	The Contractor or its Print/Mail House Service Provider (optional) shall produce and deliver the Notifications to the USPS within two (2) Business Days of the Notification meeting the Business Rules for generation.
614	The Contractor shall produce and deliver all electronic or phone Notifications to the customer within one (1) Business Day of the Notification meeting the Business Rules for generation.
615	The Contractor is responsible for the quality and accuracy of the all Notification and shall review Notifications produced in-house or by its Print/Mail House Service Provider (optional), as the Contractor deems necessary to ensure accuracy of the notifications for complete addresses, correct information and Notification template/version and accurate dates.
616	The Contractor shall provide the capability to automatically associate all outbound Notifications with the appropriate account and Case, if applicable.
617	The Contractor shall provide the capability for customers to opt-in for Alerts and select the conditions that will result in the creation of Alerts. Customer shall have a choice of selecting the method in which they receive the Alert; a text or email.
618	The Contractor shall provide the capability to automatically initiate customer Alert Notification based on account events, including but not limited to:
	• an I-Toll was Posted to the account;
	• Violation on license plate registered to customer’s address on file;
	• transponder order placed;
	• transponder shipped;

	<ul style="list-style-type: none"> • Credit Card expiry date within days (Configurable) of expiry;
	<ul style="list-style-type: none"> • account balance an amount above Insufficient Balance Threshold (Configurable);
	<ul style="list-style-type: none"> • daily account balance;
	<ul style="list-style-type: none"> • payment Posted to account;
	<ul style="list-style-type: none"> • returned check;
	<ul style="list-style-type: none"> • account auto-replenishment (Credit Card) failure/declined Credit Card;
	<ul style="list-style-type: none"> • an ACH transaction is rejected and
	<ul style="list-style-type: none"> • account changes (Configurable), such as the addition of a vehicle to the account or change of password.
619	<p>The Contractor shall provide the capability to automatically initiate customer communications and Notifications based on account events including but not limited to the following.</p>
	<ul style="list-style-type: none"> • account creation welcome letter/account profile;
	<ul style="list-style-type: none"> • Excessive I-Toll threshold is exceeded;
	<ul style="list-style-type: none"> • account auto-replenishment (Credit Card) failure/declined Credit Card;
	<ul style="list-style-type: none"> • an ACH transaction is rejected;
	<ul style="list-style-type: none"> • Credit Card update successful (from the Credit Card update service);
	<ul style="list-style-type: none"> • Credit Card update failure (from the Credit Card update service);
	<ul style="list-style-type: none"> • Credit Card is within a number of days (Configurable) from its expiration;
	<ul style="list-style-type: none"> • Credit Card has expired;
	<ul style="list-style-type: none"> • partial payment;
	<ul style="list-style-type: none"> • temporary license plate expired;
	<ul style="list-style-type: none"> • auto-replenishment suspended;
	<ul style="list-style-type: none"> • auto-replenishment recalculation;
	<ul style="list-style-type: none"> • returned check;
	<ul style="list-style-type: none"> • account suspended;
	<ul style="list-style-type: none"> • delinquent account second notice;
	<ul style="list-style-type: none"> • Warning of Registration Hold (Configurable to only send based on the amount of time since the delinquent Notification);
	<ul style="list-style-type: none"> • statement available;

	<ul style="list-style-type: none"> • postpaid invoice;
	<ul style="list-style-type: none"> • Notice of Toll Evasion Violation generated;
	<ul style="list-style-type: none"> • Notice of Delinquent Toll Evasion Violation generated;
	<ul style="list-style-type: none"> • Violation dispute accepted;
	<ul style="list-style-type: none"> • Violation dispute rejected by reason;
	<ul style="list-style-type: none"> • incomplete Affidavit of Non-Liability;
	<ul style="list-style-type: none"> • customer-initiated review-related Notification;
	<ul style="list-style-type: none"> • Administrative Hearing scheduled;
	<ul style="list-style-type: none"> • account balance level is below the Insufficient Balance Threshold;
	<ul style="list-style-type: none"> • account is flagged with a bankruptcy;
	<ul style="list-style-type: none"> • undeliverable mail;
	<ul style="list-style-type: none"> • undeliverable email;
	<ul style="list-style-type: none"> • bad phone (for both calls and text)/fax situation;
	<ul style="list-style-type: none"> • forgotten password, PIN or username and
	<ul style="list-style-type: none"> • account status changes (Configurable).
620	Distribute Notifications through distribution channels, including but not limited to:
	<ul style="list-style-type: none"> • mail;
	<ul style="list-style-type: none"> • email;
	<ul style="list-style-type: none"> • text messaging;
	<ul style="list-style-type: none"> • Self-Service Mobile Application push Notifications (Phase II and optional);
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • outbound CSR call by developing a list of calls to be made and
	<ul style="list-style-type: none"> • automated outbound call.
621	The Contractor shall provide the capability for electronic Notifications to be sent as the body of an email in a format (Configurable), including but not limited to text and HTML.
622	The Contractor shall provide the capability for electronic Notifications to be sent as a link to the Self-Service Website in the body of an email.
623	The Contractor shall provide the capability (Configurable) to define Notification type and size, for example, postcard or letter.

624	<p>The Contractor shall provide settings (Configurable) for distribution channel for each Notification item, including but not limited to:</p> <ul style="list-style-type: none"> • Authority required distribution channel(s); • customer preference and • preferred address type for mailing, for example, home, business or ROV Lookup provided.
625	<p>The Contractor shall provide the capability for a Notification item to be distributed using multiple distribution channels. For example, send the Notification to the customer's preferred distribution channel, which is email and by mail, based on the Authority's preference.</p>
626	<p>The Contractor shall provide the capability to identify multiple Notifications that are generated for a customer and combine their mailing.</p>
627	<p>The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest.</p>
628	<p>The Contractor shall provide the capability to validate the existing email address anytime a new email address is provided.</p>
629	<p>The Contractor shall provide the capability to send manually-generated, bulk email Notifications.</p>
630	<p>The Contractor shall provide the capability to send scheduled and ad-hoc, bulk text Notifications.</p>
631	<p>The Contractor shall provide the capability to send scheduled and ad-hoc, bulk mail Notifications.</p>
632	<p>The Contractor shall provide the capability to read, capture, and create the USPS Intelligent Mail Barcode on incoming and outbound mail.</p>
633	<p>The Contractor shall provide the capability for Notifications to include images, graphics, and lists (for example, lists of license plates and/or transponders) as well as text.</p>
634	<p>The Contractor shall provide standard templates for each Notification item.</p>
635	<p>The Contractor shall provide the capability to add a barcode, scan line or Quick Response Code to each outgoing Notification piece (excluding text and email body copy Notifications) so the returned Notification can be scanned and automatically associated with the proper account and, if applicable, Case. The barcode shall be visible in the top of the envelope window so as not to interfere with the USPS but to be available to scan as returned mail without having to open the envelope.</p>
636	<p>The Contractor shall provide the capability to add checksum digits to barcodes on Notices and other correspondence that will likely return to the BOS or Lockbox Service Provider (optional) or Collection Agency. Barcode readers shall be able to support such checksum on barcodes and the BOS shall validate it.</p>

637	The Contractor shall provide the capability to ensure historical Notifications associated with accounts do not change (maintain original form and content) regardless of any changes that are subsequently made to the template for that Notification item.
638	The Contractor shall provide the capability to create and assign version numbers/dates to Notification templates.
639	<p>The Contractor shall provide the capability to manage/configure Notifications and their attributes according to Business Rules, including but not limited to:</p> <ul style="list-style-type: none"> • add new Notifications; • deactivate Notifications; • view and select for activation past versions of Notifications; • criteria; • frequency; • escalation path; • whether based on actual account balance or balance due (calculated); • whether to send for third-party address look up; • a variable due date based on the number of days (Configurable) until payment is due; • a fixed date due (for example, monthly customer Anniversary Day); • number of days until action must be taken; • the number of days between the due date and escalation to the next Notification level; • number of days between the creation date and issue date; • a fixed issue date (for example, monthly customer Anniversary Day); • the number of Business Days between the due date and escalation to the next Notification level; • number of Business Days between the creation date and issue date; • number of times to resend; • number of days before the Notification is resent; • whether or not to resend or reissue if a new address is received; • whether to escalate but not print if address is marked 'bad'; • allowable distribution channel(s);

	<ul style="list-style-type: none"> • distribution channel escalation;
	<ul style="list-style-type: none"> • number of days from the mailing of the dispute reject letter to extend the Violation Notice payment date;
	<ul style="list-style-type: none"> • eligible address type, for example, Notice of Toll Evasion Violation must be mailed to the ROV's address as provided by the ROV Lookup source;
	<ul style="list-style-type: none"> • address source priority, for example, mail to the ROV Lookup address and if that piece is returned with a forwarding address then use forwarding address;
	<ul style="list-style-type: none"> • Notification response address, for example, some Notifications may require that payment go to the Lockbox Service Provider (optional) while others require response be sent to the BOS;
	<ul style="list-style-type: none"> • Notification return address, for example, some Notifications may use the return address of the Collection Agency while others will use the mail house address;
	<ul style="list-style-type: none"> • Notification quality review sample size and
	<ul style="list-style-type: none"> • whether Notification quality review and approval is required.
640	The Contractor shall provide the capability for Notification to have a mailing date match the actual mail date of the USPS on the Notification. For example, if quality review activities and printing take two days, then the issue date would be two (2) days later than the date that the Notification was created.
641	The Contractor shall provide the capability for Authorized Users to view all versions of each Notification item (including those items that have been modified), including but not limited to:
	<ul style="list-style-type: none"> • date modified;
	<ul style="list-style-type: none"> • version number;
	<ul style="list-style-type: none"> • Authorized User who made the modification(s) and
	<ul style="list-style-type: none"> • samples of the Notification as it looked in all previous versions.
642	The Contractor shall provide the capability to select a Notification target audience, for either pre-developed or ad-hoc Notification, using criteria including but not limited to:
	<ul style="list-style-type: none"> • use of a particular Toll Facility (overall or by direction);
	<ul style="list-style-type: none"> • use of a particular Toll Zone (overall or by direction);
	<ul style="list-style-type: none"> • use of a particular Toll Facility or Toll Zone during a specified period of time;
	<ul style="list-style-type: none"> • use of a particular payment method;
	<ul style="list-style-type: none"> • transactions/trips by time period;
	<ul style="list-style-type: none"> • transactions/trips by ZIP code;

	<ul style="list-style-type: none"> • transactions/trips by Vehicle Type;
	<ul style="list-style-type: none"> • transactions/trips by account type;
	<ul style="list-style-type: none"> • transactions/trips by Account Plan;
	<ul style="list-style-type: none"> • transactions/trips by transponder type;
	<ul style="list-style-type: none"> • recipients of Notice of Toll Evasion Violation issued for selectable Toll Facility use;
	<ul style="list-style-type: none"> • recipients of Notice of Toll Evasion Violation issued for selectable time periods and
	<ul style="list-style-type: none"> • recipients of Notice of Toll Evasion Violation issued for a combination of selectable Toll Facility use and selectable time period.
643	The Contractor shall provide the capability to view and Approve Notifications prior to distribution to the customer.
644	The Contractor shall provide the capability to email, send to the Print/Mail House Service Provider (optional) for printing and mailing or reprint at a local printer any Notification directly from the account, Case or Notification search screens. For example, the customer called about a Case and requests that the CSR resend the letter by email to the customer. The CSR is in the Case and clicks to resend the letter to the provided email address.
645	The Contractor shall design the Notifications to meet all criteria for receiving the lowest postage rate.
646	The Contractor shall employ bulk mail rates and other mailing economies, including, the capacity for pre-sorting mail by zip code and USPS Intelligent Mail Barcode to ensure the most cost-effective postage rates are obtained.
647	The Contractor shall provide all postage meters and establish all post office boxes needed for customer communications.
648	<p>Outgoing mailed Notification materials shall use the following materials:</p> <ul style="list-style-type: none"> • all mailed Notifications - 24lb paper; • all mailed Notifications up to 3 pages - #10 window envelope; • all mailed Notifications 4- 9 pages – 6”x 9” envelope; • all mailed Notifications 10 or more pages – 9”x 12”; • the non- Authority provided flyer - a single 8.5” x 11” piece of paper and • all return envelopes - #9 window envelopes.
649	All Notifications printed in color shall use two colors.

1.6.1.1. *Print/Mail House Service Provider (optional)*

The use of a third-party Print/Mail House Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.

650	If the Contractor elects to use a third-party Print/Mail House Service Provider (optional), the selected third-party Print/Mail House Service Provider shall be located in and mailing the Authority's Notifications from the State of California.
651	The Contractor shall provide the capability to resend any files rejected or not received by the Print/Mail House Service Provider and update the Notifications with new mail and due dates as applicable.
652	The Contractor shall provide the capability to transmit fully created Notification items for printing and distribution to the Print/Mail House Service Provider, if utilized, for example, in Adobe PDF or XML format.
653	The Contractor shall provide the capability to transmit Notification items as a data file for printing and distribution to the Print/Mail House Service Provider, if utilized.

1.6.1.2. Notification Tracking, Distribution and Returned Mail Processing

654	The Contractor shall provide the capability to track the USPS Intelligent Mail Barcode Notification delivery response for each individual Notification.
655	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS if reconciliation from the Print/Mail House Service Provider (optional) has not been received in a specified amount of time (Configurable).
656	The Contractor shall provide the capability to assign a status to each individual Notification, including but not limited to: <ul style="list-style-type: none"> • qualified; • in quality review; • sent to Print/Mail House Service Provider (optional); • acknowledged by the Print/Mail House Service Provider (optional); • distributed; • undeliverable and • reissued.
657	The Contractor shall provide the capability to create a Notification record for each Notification generated, including but not limited to: <ul style="list-style-type: none"> • distribution channel; • date the account qualified to have that Notification generated; • date the Notification was generated; • date the Notification was sent to the Print/Mail House Service Provider (optional); • due date (if applicable);

	<ul style="list-style-type: none"> • date the Notification was printed;
	<ul style="list-style-type: none"> • date the Notification was mailed;
	<ul style="list-style-type: none"> • date the Notification was identified as undeliverable and
	<ul style="list-style-type: none"> • date the Notification was reissued, for example, if a Notification is returned with a forwarding address, a new Notification is sent to the new address.
658	The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest based on the address selection hierarchy (Configurable) for the Notification item.
659	The Contractor shall provide the capability to automatically associate and store a copy of the Notification with the account upon successful mailing of the Notification as verified and provided by the BOS or Print/Mail House Service Provider (optional).
660	The Contractor shall provide the capability to process returned mail and enter a new address, if notified by the Print/Mail House Service Provider (optional) or the USPS.
661	The Contractor shall provide the capability to process returned mail and mark the address as undeliverable if notified by the Print/Mail House Service Provider (optional) or the USPS.
662	The Contractor shall provide the capability to process returned mail in bulk and mark the address as undeliverable if notified by the Print/Mail House Service Provider (optional) or the USPS without having to access each account and individual Notification in BOS. For example, by scanning the Notification barcode into a BOS form for an entire batch of returned mail.
663	The Contractor shall provide the capability to Flag returned mail as undeliverable and Flag the address as bad.
664	The Contractor shall provide the capability to prevent Notifications from being escalated and sent to addresses marked as undeliverable or to continue to escalate and generate such Notifications but not print them (Configurable).
665	The Contractor shall provide the capability for an Authorized User to initiate a manual Skip Tracing process on an individual record.
666	The Contractor shall provide the capability, when a mailing address is found to be bad, to automatically perform Skip Tracing and add the acquired mailing address or other contact information to the account and identify the source of the address as Skip Tracing.
667	The Contractor shall, if a new address was provided, automatically mark the returned Notification as returned and generate a new Notification with new dates as applicable. Escalation dates, if applicable, in the BOS shall be updated based on the new Notification dates.
668	The Contractor shall provide the capability to manually select Notifications to be re-sent, for example, when a new address has been provided and manually entered.
669	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable mail situation by using a different distribution channel (Configurable).

670	The Contractor shall provide periodic checks for bad (bounced) emails and mark them as undeliverable after a number of failed delivery attempts (Configurable).
671	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable email situation by using a different distribution channel (Configurable).
672	The Contractor shall provide the capability to mark phone (for both calls and text) and fax numbers as bad after a number of failed contact attempts (Configurable).
673	The Contractor shall provide the capability to send a Notification to a customer regarding a bad phone (for both calls and text)/fax number situation by using a different distribution channel (Configurable).

1.6.2. Registered Account Statements, Postpaid Invoices and Violation Notices - General

Statements – statements are generated for customers with Registered accounts, which customers can choose to receive by mail or email, or they can access statements online or via a mobile device.

Postpaid Invoices – if the Authority elects to offer postpaid accounts, those customers will receive an invoice on their Anniversary Day listing each transaction/trip for the billing cycle. If a postpaid account has no new transactions or other financial activity for a billing cycle, the customer will not receive an invoice. Non-payment of the first invoice shall result in the generation of a late invoice with additional fees. Non-payment of the late invoice shall result in the account being flagged as delinquent. The postpaid account shall continue to receive invoices for subsequent transactions/trips and delinquent debt may be placed in Collections. At such time each unpaid transaction/trip identified by the users will be considered a Violation and the customer shall receive a Notice of Toll Evasion Violation with each unpaid transaction.

Violation Notices – issued in accordance with the California Vehicle Code (CVC) and Authority Business Rules.

674	The Contractor shall provide the capability to determine the account Anniversary Day, based on account type, including but not limited to:
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • account creation date;
	<ul style="list-style-type: none"> • date of first transaction and • date of initial invoice.
675	The Contractor shall provide the capability to generate the statements on the Anniversary Day even if the account has no transactions/trips and other financial activity for the current statement cycle (Configurable).
676	The Contractor shall provide the capability to generate the invoices on the Anniversary Day only if there are unpaid transactions/trips or other financial activity on the account that have not appeared on an invoice (Configurable).
677	The Contractor shall provide the capability to automatically change the Anniversary Day when a new invoice is issued in place of an old invoice that is canceled. For example, if an

	invoice is issued on 1/5 and then returned by the USPS on 1/10, then reissued 1/15, reset the Anniversary Day from 1/5 to 1/15 to give the customer enough time to pay the 1/15 invoice before sending the next one.
678	The Contractor shall provide the capability to generate the appropriate type of correspondence (statement, invoice), based on the account type, and account balance on the Anniversary Day or during the billing cycle.
679	The Contractor shall provide the capability (Configurable) to set and maintain statement, invoice and Violation Notice generation parameters, including but not limited to:
	<ul style="list-style-type: none"> • type of correspondence based on account type, such as a Registered account receives a statement and Unregistered (violator) account a receives Violation Notice;
	<ul style="list-style-type: none"> • whether to include multiple Violations on a single notice by number of days since first transaction or number of transactions;
	<ul style="list-style-type: none"> • date when statement is generated, such as fixed end of the month for all accounts, any fixed date within a month or Anniversary Day;
	<ul style="list-style-type: none"> • type of statement, invoice, such as monthly, quarterly, annual;
	<ul style="list-style-type: none"> • delivery channel, such as electronic or mail;
	<ul style="list-style-type: none"> • acceptable payment methods;
	<ul style="list-style-type: none"> • acceptable payment channels;
	<ul style="list-style-type: none"> • invoice fee assessed each time an invoice is mailed and
	<ul style="list-style-type: none"> • document fee amount, such as a fee for a paper statement and electronic statements are no cost.
680	The Contractor shall provide the capability to generate each type of statement, invoice and Violation Notice based on, including but not limited to:
	<ul style="list-style-type: none"> • rolling Anniversary Day;
	<ul style="list-style-type: none"> • fixed day;
	<ul style="list-style-type: none"> • number of days from transaction (Configurable);
	<ul style="list-style-type: none"> • customer specified day of the month;
	<ul style="list-style-type: none"> • dollar amount threshold;
	<ul style="list-style-type: none"> • number of transactions/trips;
	<ul style="list-style-type: none"> • fixed time period;
	<ul style="list-style-type: none"> • Transaction Date;
	<ul style="list-style-type: none"> • combination of number of transactions/trips and fixed time period;
	<ul style="list-style-type: none"> • combination of dollar amount threshold and fixed time period and
<ul style="list-style-type: none"> • combination of number of transactions/trips and dollar amount threshold. 	

681	The Contractor shall provide the capability for distributing statements, suppressing the delivery of statements and assessing statement fees (if applicable) based on the following, including but not limited to:
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • Flag on the account. For example, accounts with USPS Coding Accuracy Support System (CASS™) lookup failure or bad address shall not be mailed a statement;
	<ul style="list-style-type: none"> • delivery channel and • delivery status. For example, if a statement fails CASS™ for address lookup, the fee shall not be charged.
682	The Contractor shall provide the capability (Configurable) to utilize various addresses on the account for mailing statements, invoices and Violation Notices.
683	The Contractor shall provide the capability to generate statements, invoices and Violation Notices manually, such as when specifically requested by the customer, in any format available for BOS-generated Notifications. Applicable fee(s) shall be charged for those statements.
684	The Contractor shall provide the capability to balance the generation of statements, invoices and Violation Notices over a period of time, based on volume.
685	The Contractor shall provide a numbering methodology for invoices, Violation Notices and accounts for the purposes of proper lifecycle documentation, reporting, adjudication and customer service.

1.6.3. Customer Statements – Registered Accounts

Account statements for Registered accounts are generated monthly/quarterly as selected by the customer and as allowed by the Business Rules on the date Configured in the BOS.

686	The Contractor shall provide the capability to generate Registered account statements that detail all account activity, including but not limited to:
	<ul style="list-style-type: none"> • prior balances on the account;
	<ul style="list-style-type: none"> • toll transaction/trip activity on the account (posting date, entry/exit location, date, and time, toll amount);
	<ul style="list-style-type: none"> • payments on the account (replenishment and one-time payments);
	<ul style="list-style-type: none"> • adjustments and credits;
	<ul style="list-style-type: none"> • discounts and rebates;
	<ul style="list-style-type: none"> • other financial activity on the account;
	<ul style="list-style-type: none"> • addition of transponders and purchase of inventory items;
	<ul style="list-style-type: none"> • account status;
	<ul style="list-style-type: none"> • customer message and global message; • fees assessed on the account and

	<ul style="list-style-type: none"> • current balance on the account.
687	Registered account statements shall list individual transactions that Posted to the account, including but not limited to:
	<ul style="list-style-type: none"> • Transponder-Based Transactions/Trips that Posted to the account by transponder and
	<ul style="list-style-type: none"> • I-Toll Transactions/Trips that Posted to the account by license plate.
688	The Contractor shall provide the capability to include customer communication inserts along with customer statements based on user selected criteria, for example zip code and account type.

1.6.4. Customer Invoices – Postpaid Accounts

Most Authority customers are required to maintain a prepaid account balance in order to avoid Violations. In the future, the Authority may enter into postpaid agreements with customers which will permit the use of the Authority’s Toll Facility without a prepaid balance. Under this circumstance, the BOS shall periodically bill customers for usage in accordance with the following Requirements.

689	The Contractor shall provide the capability to support account-based invoicing on postpaid accounts, where the monthly invoice reflects the license plate and transponder transactions that Posted to the account during the billing cycle.
690	The Contractor shall provide the capability to generate a late invoice which include applicable fees if the first invoice is not paid in full by the payment due date.
691	The Contractor shall provide the capability to Flag the postpaid account as delinquent and generate an Operational Alert Notification if the late invoice is not paid in full by the payment due date.
692	The Contractor shall provide Authorized Users the capability to suspend a delinquent postpaid account at which time. all subsequent transactions/trips on the account are considered Violations.
693	The Contractor shall provide the capability to initiate the delinquency process once the account is suspended on the unpaid transactions/trips which includes generation of Violation Notice and escalation of the delinquent balance on the account to Collections.
694	The Contractor shall provide the capability to generate postpaid invoices that fully detail all activity, including but not limited to:
	<ul style="list-style-type: none"> • prior balance;
	<ul style="list-style-type: none"> • current charges;
	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • adjustments;
	<ul style="list-style-type: none"> • detailed listing of all transponder transactions/trips on the account;
	<ul style="list-style-type: none"> • detailed listing of I-Toll Transactions/Trips on the account and
<ul style="list-style-type: none"> • detailed listing of all license plate transactions/trips on the account. 	

695	<p>The Contractor shall provide the capability (Configurable) to set and maintain invoice generation and transaction aging parameters, including but not limited to:</p> <ul style="list-style-type: none"> • invoice generation and aging timeline, for example, generate the monthly invoice thirty-days from the Anniversary Day, and amount owed is considered past due and eligible for delinquency process if not paid within five-days of the due date; • account suspension parameters, for example, if account is not suspended by a user within number of days (Configurable) of it being delinquent then BOS shall suspend the account; • number of invoices to issue before account is considered delinquent; • grace period for aging unpaid invoices on an account, for example, a five-day grace period is applied before a late invoice is generated for an unpaid invoice; • eligibility criteria, for example, if customer has at least one (Configurable) un-invoiced toll transaction/trip or other Financial Transaction within the billing cycle then generate a monthly invoice; • aging thresholds and values, for example, if the past due amount on the account is more than \$5.00 and is more than thirty days past due then late fee is assessed; • payment thresholds based on underpayment amount for each status or workflow stage, for example, if invoice is underpaid by less than \$0.25, then the amount owed on the invoice is considered closed and • fee structure, for example, the fees to be assessed and whether the fees are to be assessed at the invoice level or transaction level.
696	<p>The Contractor shall provide the capability at each status or workflow stage to perform the following actions, including but not limited to:</p> <ul style="list-style-type: none"> • identify the transactions/trips that are eligible for invoicing; • add applicable fees; • add applicable advisory language; • generate next invoice for the time frame established and • transmit the invoice to the customer.
697	<p>The Contractor shall provide the capability to enter a forwarding address obtained from returned mail communicated via Interface from an external vendor or manually input, which will result in the re-issue of the monthly invoice and its associated transactions/trips into the transaction aging process. The re-issued invoice shall have a new issue date and a new due date.</p>

1.6.5. Violations Notification

Violators receive a Notice of Toll Evasion Violation when their Violations are eligible for Notification. A Notice of Toll Evasion Violation referred to as Violation Notice may have multiple Violations on the notice where each unpaid transactions/trip is assessed penalties or may only have one Violation per notice. Each Notice of Toll Evasion Violation will contain transaction(s)/trip(s), as well as a fee amount, a penalty, and other information as required by the California Vehicle Code.

Violation Noticing and escalation is divided into the following stages:

- Noticing – In this stage violators are notified of their Violation(s) when the unpaid transactions/trips escalate to Violations. The Notice of Toll Evasion Violation will list the Violation(s) that occurred during the Configurable time period with each Violation showing the toll amount, the fee amount and the penalty due. Failure to pay the Notice of Toll Evasion Violation within the timeline will result in the escalation of the Violation(s) and the generation of Notice of Delinquent Toll Evasion Violation. Each Violation may be assessed additional fees/penalties.
- Registration Hold – If the Violation(s) on the Notice of Delinquent Toll Evasion Violation remains unpaid past the payment due date, the Violation(s) are eligible for a Registration Hold. Currently Registration Holds are only placed for vehicles registered in California.
- Tax Intercept –Unpaid Violations may be sent to the California Franchise Board for collection through the Tax Intercept Program.
- Collections – Unpaid Violations may be sent to a third-party Collection Agency. The Contractor may be required to send a pre-collection letter using updated information from the Collections Agency.

1.6.5.1. Violator Notifications

698	The Contractor shall, based on the Violation Notice eligibility criteria, per the Business Rules, provide the capability to perform Violation Notice, including but not limited to:
	<ul style="list-style-type: none"> • first level Notice or the Notice of Toll Evasion Violation;
	<ul style="list-style-type: none"> • escalate to second level Notice or Notice of Delinquent Toll Evasion Violation, and
	<ul style="list-style-type: none"> • Registration Hold warning and pre-collections Notice, if eligible.
699	The Contractor shall provide the capability to process Image-Based Transactions/Trips through the Violation process, per the Business Rules, including but not limited to:
	<ul style="list-style-type: none"> • verify that the Configurable time frame for making a payment has passed;
	<ul style="list-style-type: none"> • convert the Image-Based Transactions/Trips to a Violation by assessing the applicable fees and penalties;
	<ul style="list-style-type: none"> • verify that no Internal Review, Administrative Hearing or Superior Court Appeal has been requested;
	<ul style="list-style-type: none"> • verify that there is no account hold (occurs when there is a Case that requires the CSR to investigate the violator account and all Violation workflow events are suspended) on the Violations;
	<ul style="list-style-type: none"> • verify that there is no account hold on the Notice;
	<ul style="list-style-type: none"> • verify that there is no account hold on the account;

	<ul style="list-style-type: none"> • verify that license plate is not on an account that has account balance above the Insufficient Balance Threshold;
	<ul style="list-style-type: none"> • verify that the required number of Violations are open;
	<ul style="list-style-type: none"> • verify that the Notice is open;
	<ul style="list-style-type: none"> • verify that the payment due date has passed;
	<ul style="list-style-type: none"> • verify that the Configurable payment mailing/processing grace period has passed;
	<ul style="list-style-type: none"> • verify that the Violations are eligible for escalation to a Notice;
	<ul style="list-style-type: none"> • verify that the Notice is eligible for the next level of noticing;
	<ul style="list-style-type: none"> • escalate the Notice to the next level;
	<ul style="list-style-type: none"> • add applicable penalties and
	<ul style="list-style-type: none"> • notify the violator of the escalated Notice.
700	<p>The Contractor shall provide the capability for a CSR to manage all Notices on the account, including but not limited to:</p>
	<ul style="list-style-type: none"> • list all open Notices on the account;
	<ul style="list-style-type: none"> • view all open Notices on the account;
	<ul style="list-style-type: none"> • re-print any Notice;
	<ul style="list-style-type: none"> • view all open Notices by escalation level;
	<ul style="list-style-type: none"> • view selected Notices;
	<ul style="list-style-type: none"> • view all closed Notices;
	<ul style="list-style-type: none"> • view all closed Notices by escalation level;
	<ul style="list-style-type: none"> • process Notice payments;
	<ul style="list-style-type: none"> • process Violation payments;
	<ul style="list-style-type: none"> • dismiss an open Notice;
	<ul style="list-style-type: none"> • dismiss fees and/or penalty on a Violation but never the toll amount without the approval of an Authorized User with the authority to dismiss tolls;
	<ul style="list-style-type: none"> • dismiss Violations within an open Notice;

	<ul style="list-style-type: none"> • process Violations for Posting to a customer’s transponder or Registered License Plate account;
	<ul style="list-style-type: none"> • process Violations for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list and
	<ul style="list-style-type: none"> • process other Flagged Violations on the license plate for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list.
701	<p>The Contractor shall provide the capability to establish a “sinner to saint” program where part or full amount of the fee and/or penalty is credited to the account as a toll credit. The “sinner to saint” program is offered to violator that meet certain criteria including but not limited to:</p>
	<ul style="list-style-type: none"> • first time violator and
	<ul style="list-style-type: none"> • less than a Configurable number of Violations.
702	<p>The Contractor shall provide the capability to offer violators an “early bird special” a Configurable percent reduction in fee and penalty amounts are made if the violator makes an early payment. The “early bird special” program shall be made available to all Violation payments or the first time the violator gets a Violation Notice (Configurable).</p>
703	<p>The Contractor shall provide the capability to Configure the BOS to support Notice-based Violation escalation, for example if first level Notice is not resolved within the timeline established, then the first level Notice is escalated to the second level Notice that reflects only the outstanding balance on the first level Notice plus additional penalties per unpaid Violation, even though the account may have additional Violations.</p>
704	<p>The Contractor shall provide the capability to dismiss selected individual Violations on a Notice and prevent their escalation, while allowing the remaining Violations/Notice to escalate.</p>
705	<p>The Contractor shall provide the capability to place a Notice on account hold and enter the account hold reason at any escalation level. When an account hold is placed, the Violation aging process is suspended.</p>
706	<p>The Contractor shall provide the capability to place selected individual Violations on hold at any escalation level, including Violations that are not on a Notice.</p>
707	<p>The Contractor shall provide the capability to prevent the aging and escalation of Violations and Notices that are placed on account hold.</p>
708	<p>The Contractor shall provide the capability to continue processing the Violations and Notices a Configurable number of Calendar Days after an account hold is released.</p>
709	<p>The Contractor shall provide the capability to restart the Violation aging timeline a Configurable number of Calendar Days after the issuance of the dispute rejected Notification.</p>

710	The Contractor shall provide the Configurable capability to automatically initiate multiple escalations on a Notice at the same time based on the type of license plate, for example initiate a vehicle Registration Hold and escalate the Notice to Collections if the license plate was issued in a Jurisdiction that permits concurrent Registration Hold and Collections.
711	The Contractor shall provide the capability to process Violations for the rental car license plate transactions/trips with the same license plate number and within the same renter's rental period, per the Configurable Business Rules.
712	The Contractor shall provide the capability to identify Unregistered accounts that qualify as "repeat violators" on a Configurable basis based on Business Rules including but not limited to: <ul style="list-style-type: none"> • number of open Violations on the account; • no ROV information obtained; • outstanding balance on the account and • total number of Violations on the account for a given time period.
713	The Contractor shall provide the capability to assess additional penalties on Violations/Notices on Unregistered accounts that are Flagged as repeat violator.
714	The Contractor shall provide the capability to transmit the license plate data of repeat violator to the ETTM System at Configurable intervals to support manual enforcement of repeat violators.
715	The Contractor shall provide the capability for Authorized Users to force selected Notices from one escalation level to another and by-pass the eligibility criteria.
716	The Contractor shall provide the capability to configure and maintain Violation Notice parameters for each escalation level, including but not limited to: <ul style="list-style-type: none"> • the minimum number of Violations over a Configurable period of time to initiate a Violation Notice; • the aging timelines for escalation of Notices, for example the timeline for escalating from a first level Notice to a second level Notice if the Notice is not paid or dismissed; • the penalties assessed on individual Image-Based Transaction/Trip; • the individual Notice level penalties; • maximum penalty that can be assessed on individual Image-Based Transaction/Trip and account; • the Notice underpayment percentage thresholds to prevent escalation;

	<ul style="list-style-type: none"> the Notice underpayment amount thresholds to prevent escalation;
	<ul style="list-style-type: none"> the maximum Notice amount to be paid to by-pass an escalation level;
	<ul style="list-style-type: none"> the maximum number of Violations on the Notice to halt escalation;
	<ul style="list-style-type: none"> the maximum amount due on a Notice to halt escalation;
	<ul style="list-style-type: none"> allowable “sinner to saint” offers for violators who establish Registered accounts and
	<ul style="list-style-type: none"> allowable “early bird special” offers.
717	The Contractor shall provide the capability to automatically advance to the proper Notice processing screen when the Notice barcode is read via the barcode reader.
718	The Contractor shall provide the capability to escalate or place on hold the Notices Flagged as ‘bad address’ as defined by the Business Rules.
719	The Contractor shall provide the Configurable capability to process Notices if a good address is subsequently found for a Notice or account that is Flagged as a ‘bad address’ based on the escalation level, including but not limited to:
	<ul style="list-style-type: none"> retain the new address;
	<ul style="list-style-type: none"> reissue the Notice to the new address, for example if it is a second level Notice then the second level Notice is reissued to the new address with a new due date and
	<ul style="list-style-type: none"> reintroduce the Notice and its associated Violations into the Violation workflow at the appropriate place, per the Business Rules.
720	The Contractor shall provide the capability to process Violation against a home account or Interoperable/CTOC Agency per the Business Rules, including but not limited to:
	<ul style="list-style-type: none"> Post the Violation transactions/trips;
	<ul style="list-style-type: none"> Post the transaction/trips at the appropriate toll rate;
	<ul style="list-style-type: none"> dismiss part of the fees or the whole fee amount;
	<ul style="list-style-type: none"> dismiss part of the penalties or the whole penalty amount;
	<ul style="list-style-type: none"> pay the fees and
	<ul style="list-style-type: none"> pay the penalties.
721	The Contractor shall provide the capability to identify and retrieve Violation related records into a search results grid, including but not limited to:
	<ul style="list-style-type: none"> Violation ID number;

	<ul style="list-style-type: none"> • Notice ID number;
	<ul style="list-style-type: none"> • location of Violation;
	<ul style="list-style-type: none"> • license plate number;
	<ul style="list-style-type: none"> • license Plate Type;
	<ul style="list-style-type: none"> • license plate Jurisdiction;
	<ul style="list-style-type: none"> • customer name;
	<ul style="list-style-type: none"> • customer address;
	<ul style="list-style-type: none"> • transaction/trip date range;
	<ul style="list-style-type: none"> • user ID;
	<ul style="list-style-type: none"> • phone numbers;
	<ul style="list-style-type: none"> • email addresses;
	<ul style="list-style-type: none"> • Violation escalation status;
	<ul style="list-style-type: none"> • account Flags (for example Notice on hold);
	<ul style="list-style-type: none"> • address type;
	<ul style="list-style-type: none"> • bad address;
	<ul style="list-style-type: none"> • Violation disposition reason;
	<ul style="list-style-type: none"> • Violation disposition statuses (for example paid);
	<ul style="list-style-type: none"> • payment receipt number;
	<ul style="list-style-type: none"> • comments and
	<ul style="list-style-type: none"> • Alerts.
722	The Contractor shall provide the capability to drill down from the final open or closed escalated Notice to the related previous Notices.
723	The Contractor shall provide the capability to drill down from the current Notice that is open to the related Violations and images.
724	The Contractor shall provide the capability to generate an on-demand Violation Notice and activity statement based on various, Configurable selection criteria that shows the history of Violations, including but not limited to:
	<ul style="list-style-type: none"> • all related Notice ID number(s);

	<ul style="list-style-type: none"> • all individual Violations;
	<ul style="list-style-type: none"> • payments made;
	<ul style="list-style-type: none"> • adjustments made;
	<ul style="list-style-type: none"> • related disputes and results;
	<ul style="list-style-type: none"> • Violation dismissals;
	<ul style="list-style-type: none"> • settlements that closed Violations;
	<ul style="list-style-type: none"> • history of holds placed on Notice;
	<ul style="list-style-type: none"> • current status of Notice and
	<ul style="list-style-type: none"> • current status for each Violation.
725	<p>The Contractor shall provide the capability to generate an on-demand summary violator account statement based on various, Configurable selection criteria that shows the history of the account, including but not limited to:</p>
	<ul style="list-style-type: none"> • number of Notices on the account by escalation;
	<ul style="list-style-type: none"> • all related Notice ID number(s) and current status;
	<ul style="list-style-type: none"> • all individual Violations and current status;
	<ul style="list-style-type: none"> • payments made;
	<ul style="list-style-type: none"> • adjustments made;
	<ul style="list-style-type: none"> • related disputes and results;
	<ul style="list-style-type: none"> • Violation dismissals and reason;
	<ul style="list-style-type: none"> • Notice dismissals and reason;
	<ul style="list-style-type: none"> • settlements that closed Violations;
	<ul style="list-style-type: none"> • history of holds placed on Notices;
	<ul style="list-style-type: none"> • current status for each Notice and
	<ul style="list-style-type: none"> • current status for each Violation.
726	<p>The Contractor shall provide the capability to generate a detailed violator account statement based on various selection criteria that shows the history of the account, including but not limited to:</p>
	<ul style="list-style-type: none"> • listing of all Notices on the account and their escalation status;

	<ul style="list-style-type: none"> • listing of all disputes on the account that were accepted and rejected;
	<ul style="list-style-type: none"> • payments made against the Notices;
	<ul style="list-style-type: none"> • listing of all Violations closed due to dismissals;
	<ul style="list-style-type: none"> • listing of all Violations closed due to settlements and
	<ul style="list-style-type: none"> • listing of all account holds or Flags on the account.
727	The Contractor shall provide the capability to attach the generated Statement to the account and make it automatically available through the account history.

1.6.5.2. Registered Account Violators

When a prepaid Registered account’s balance reaches an Insufficient Balance Threshold and all replenishment attempts have failed or when a postpaid, Registered account’s invoice is past due, future transactions are Violation transactions/trips and Unregistered accounts are established. Registered account holders usually resolve any account issues bringing the account balance back to good standing so an approach that easily resolves Violations in such situations must be provided along with a method to inform customer of outstanding Violations for plates on their account.

728	The Contractor shall provide the capability to associate the Unregistered account(s) and Violations created for vehicles on a Registered account while maintaining the privacy of all account holders (both Registered and Unregistered).
729	The Contractor shall provide the capability to inform Registered account holders of outstanding Violation on vehicles registered to their account while maintaining the privacy of all account holders (both Registered and Unregistered).

1.7. Payment Processing

1.7.1. Payment Processing – General Requirements

730	The Contractor shall utilize the Authority’s Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement, in Section 1.14.3.
731	The Contractor shall comply with the California Civil Code Section 1747.08 related to personal identification laws.
732	The BOS shall initiate Credit Card payments with the Merchant Service Provider(s) that will process the electronic payments and deposit funds in the Bank Accounts provided by the Authority in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement, in Section 1.14.3.
733	The Contractor shall comply with PCI and all applicable merchant card association agreements and other applicable regulations for the exchange of Credit Card payments.

734	The BOS shall accept payments through all commercially-available payment methods, including but not limited to: cash, check, money order, certified check, cashier's check, ACH and Credit Card.
735	Certain payment methods, such as cash, EMV chip integrated circuit card and mobile contactless NFC shall be accepted only at WICs.
736	The BOS shall accept payments through its agreements with Lockbox Service Provider (optional) and Collection Agency.
737	The Contractor shall implement appropriate controls to ensure the security of payment transactions, including controls over cash, checks and customer Credit Card information. These controls shall be PCI and GAAP compliant and meet the requirements for a Statement on Standards for Attestation Engagements (SSAE)-18 Type II Audit.
738	Credit Card and ACH information shall be tokenized and the information shall be stored by a certified 3 rd party processor. The 3 rd party processor(s) may also be the Contractor-provided Merchant Service Provider and/or another Contractor-provided certified 3 rd Party.
739	The Contractor shall process, deposit and record all customer payments the same day received from the customer, using the most efficient and cost-effective methods available in the industry (for example, by utilizing remote deposit/Check 21 as opposed to sending physical checks to the bank).
740	<p>The BOS shall provide the capability to process all payments accepted and apply them toward, including but not limited to:</p> <ul style="list-style-type: none"> • prepaid balance, • specific toll transactions, • specific account fees, • purchase of inventory items (ex. transponders), • invoice payments, • Violation Notice payments and • Account Plans.
741	<p>The BOS shall handle all payment exceptions including but not limited to:</p> <ul style="list-style-type: none"> • partial payments, • overpayments, • return payment, • chargebacks, • errors in applying payments, • refunds and

	<ul style="list-style-type: none"> • reversals.
742	All successful payments made via Credit Card shall have a viewable, searchable authorization code for the transaction which shall be included on applicable reports.
743	The Contractor shall provide the capability to process transactions, including but not limited to:
	<ul style="list-style-type: none"> • sales;
	<ul style="list-style-type: none"> • chargebacks, chargeback reversals and representments;
	<ul style="list-style-type: none"> • returned payments (for example, returned checks);
	<ul style="list-style-type: none"> • payment plan payments;
	<ul style="list-style-type: none"> • adjustments;
	<ul style="list-style-type: none"> • reversals;
	<ul style="list-style-type: none"> • voids and
	<ul style="list-style-type: none"> • refunds (except for cash).
744	The Contractor shall provide for the processing of all payments and account replenishments, including but not limited to:
	<ul style="list-style-type: none"> • account prepaid balance;
	<ul style="list-style-type: none"> • tolls;
	<ul style="list-style-type: none"> • fees;
	<ul style="list-style-type: none"> • penalties;
	<ul style="list-style-type: none"> • invoices;
	<ul style="list-style-type: none"> • Notices;
	<ul style="list-style-type: none"> • non-toll transactions;
	<ul style="list-style-type: none"> • transponder sales (full price, warranty sale, no sale, promos and coupons);
	<ul style="list-style-type: none"> • Account Plans and
	<ul style="list-style-type: none"> • inventory purchases, including transponders.
745	The Contractor shall provide real-time, fully automated payment clearing and processing for all electronic payment methods.
746	The Contractor shall interface with one or more Merchant Service Providers (no more than three) for the purpose of settling Credit Card transactions.
747	The Contractor shall send replenishment requests to, and capture the results returned from, the Merchant Service Provider and update accounts accordingly.

748	The Contractor shall provide the capability to process a payment for multiple, unrelated charges (bulk payments) and accommodate the reversal of such payment. For example, pay an invoice or Violation Notice (for one or multiple Violations) in one account and fund another account's prepaid balance or Post batch payments from rental processors for individual transactions/Violation Notices.
749	The Contractor shall provide a proven and reliable method of communicating with the Merchant Service Provider(s).
750	The Contractor shall provide the capability to identify and process overpayments, including but not limited to: <ul style="list-style-type: none"> • re-assign to an alternate account; • apply to unpaid transactions/trips; • refund overpaid amounts and • apply overpaid amounts to account balance.
751	The Contractor shall provide the capability to notify the customer about all partial and overpayments.
752	The Contractor shall provide tracking of payment transactions by, including but not limited to: <ul style="list-style-type: none"> • Transaction Date; • Posting Date and • payment channel.
753	The Contractor shall provide the capability to apply multiple payment methods for a single payment. For example, for a \$30.00 amount due, allow payment of \$20.00 from a Credit Card associated with the account and \$10.00 cash.
754	The reversal of any payment shall result in the items paid being marked as unpaid, having the same effect as if those items had never been paid (for example, when a Violation payment is returned, escalation resumes at the point where it left off as opposed to restarting from the beginning of the escalation process).
755	The Contractor shall provide the capability to use the available account balance as payment for all inventory items (for example, transponders) and show the detailed changes in account balance in the user Interface, to customers on the Self-Service Website and on customer statements.
756	The Contractor shall engineer the payment process to prevent double-payments, for example, prevent an Authorized User or customer from making two identical payments by clicking the payment button twice.
757	The Contractor shall engineer the payment process to prevent an Authorized User or customer from making payments in excess of a certain amount (Configurable).

758	The Contractor shall display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to the Authorized User or customer being allowed to submit a payment.
759	The Contractor shall provide audit trail and exception reporting that helps reconcile discrepancies between the BOS and the Merchant Service Provider.
760	The Contractor shall provide summary and detail data by payment type on the processing status of all transactions, including a description of all failures.
761	The Contractor shall provide Authorized Users the detailed reasons for Credit Card declines, including but not limited to:
	<ul style="list-style-type: none"> • invalid card number;
	<ul style="list-style-type: none"> • name mismatch;
	<ul style="list-style-type: none"> • card Security Code mismatch;
	<ul style="list-style-type: none"> • contact Credit Card company and
	<ul style="list-style-type: none"> • address mismatch.
762	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that Interface with the Bank.
763	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that interface with the Merchant Service Provider or with the communications to the Merchant Service Provider.
764	The Contractor shall provide the capability to notify customers of failures in the processes that interface with the Merchant Service Provider (for example, when there is a loss of communication between the BOS and the Merchant Service Provider).
765	The Contractor shall provide the capability to notify customers about various auto-replenishment activities. For example, replenishment was successful with secondary payment method, or replenishment failed.
766	The Contractor shall provide detailed tracking and reconciliation of payments.
767	The Contractor shall provide the capability to accept payments to a Registered account resulting in the payment of all unpaid Violation Notices and Violations on the linked Unregistered accounts plus fees and/or penalty based upon escalation stage (Configurable).
768	The Contractor shall provide the capability to set a payment hierarchy for Registered accounts (Configurable) that determines the order in which payments are applied, including but not limited to:
	<ul style="list-style-type: none"> • in FIFO order;
	<ul style="list-style-type: none"> • by Transaction Date;
	<ul style="list-style-type: none"> • by Posting Date;

	<ul style="list-style-type: none"> • by payment item type (for example, tolls then fees) and
	<ul style="list-style-type: none"> • by combination of date and transaction/trip type.
769	The Contractor shall provide the capability to set a payment hierarchy Configurable for Unregistered accounts that determines the order in which payments are applied, including but not limited to:
	<ul style="list-style-type: none"> • in FIFO order;
	<ul style="list-style-type: none"> • by Transaction Date;
	<ul style="list-style-type: none"> • by Posting Date;
	<ul style="list-style-type: none"> • by payment item type (for example, Violation Notices, penalties then fees) and
	<ul style="list-style-type: none"> • by combination of date and transaction/trip type.
770	The Contractor shall provide the capability to accept payments for specific items as requested by the customer (and allowed under the Business Rules).
771	The Contractor shall produce receipts for all payments in both real-time (on demand) and automatic (for auto replenishment).
772	The Contractor shall transmit receipts to customers on customer request via any Notification channel.
773	The Contractor shall allow for reprinting of receipts for all payments in a PCI-compliant format. Reprinted receipts shall be exact copies of the original receipt and shall include the duplicative nature of the document and include the date of the reprint (for example, the reprinted receipt shall be marked "COPY" and indicate the date of the copy with the original receipt date also reflected on the document).
774	The Contractor shall provide the capability to trace each payment to the transactions paid and each transaction paid or prepayment to a payment, including but not limited to:
	<ul style="list-style-type: none"> • invoices;
	<ul style="list-style-type: none"> • Violation Notices;
	<ul style="list-style-type: none"> • tolls;
	<ul style="list-style-type: none"> • prepaid tolls;
	<ul style="list-style-type: none"> • fees and
	<ul style="list-style-type: none"> • penalties.
775	The Contractor shall provide the capability to accept payments for transactions/trips associated with a license plate that has not yet been associated with an account.

776	All receipts shall contain a payment reference number that is traceable through the entire payment clearing process. For example, a Credit Card payment's reference number as printed on the receipt will also appear on the customer's Credit Card statement and is a searchable field in the database, enabling a CSR to identify a payment applied to an account from only the details available on a customer's Credit Card statement.
777	The Contractor shall provide the capability to convert an Unregistered account to a Registered account, taking one payment for the outstanding Violation amounts and the amount required to open a Registered account.
778	The Contractor shall provide the capability to search for a payment by date, payment source, Credit Card # or Bank Account information.
779	The Contractor shall provide the capability for Authorized Users to conduct research on un-allocated funds, including viewing images of original payment items (checks), correspondence, and data entered into the BOS at the time the check was Posted.
780	The Contractor shall provide the capability for Authorized Users to Post payments from un-allocated funds to accounts while preserving the payment's audit trail (for example, once applied to the account, Authorized Users shall have the ability to determine when the payment was Posted to un-applied, any activity that occurred while it was in that status, and when it was Posted from un-applied to the account).
781	The Contractor shall provide the capability to age un-applied payments, to report on such payments and to generate Alerts when un-applied payments have exceeded a specified age (Configurable).

1.7.2. Payment Methods and Handling

782	The Contractor shall provide the capability to accept payments, including but not limited to:
	<ul style="list-style-type: none"> • in-person at WICs;
	<ul style="list-style-type: none"> • over the phone with a CSR;
	<ul style="list-style-type: none"> • over the phone via the IVR;
	<ul style="list-style-type: none"> • automatic payments;
	<ul style="list-style-type: none"> • via the Self-Service Website;
	<ul style="list-style-type: none"> • via the Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • via mail and • via the Lockbox Service Provider (optional).
783	The Contractor shall provide the capability to calculate the required payment during account creation based on, but not limited to:
	<ul style="list-style-type: none"> • the prepayment Requirements;

	<ul style="list-style-type: none"> • cost of inventory items (for example, transponders) and
	<ul style="list-style-type: none"> • any Account Plan fees.
784	The Contractor shall provide the capability to store Credit Card information for one-time payments (for example, permit customers to enter Credit Card information once and then use that stored Credit Card to make one-time payments on their account without being required to rekey the Credit Card information).
785	The Contractor shall provide the capability to accept payments, including but not limited to:
	<ul style="list-style-type: none"> • one-time payments;
	<ul style="list-style-type: none"> • recurring fixed amount payments;
	<ul style="list-style-type: none"> • recurring varying amount payments;
	<ul style="list-style-type: none"> • a combination of fixed and varying amounts (payment plan monthly payment plus recurring auto replenishment);
	<ul style="list-style-type: none"> • recurring maximum replenishment amount per payment method on the account (for example, if the replenishment amount is \$10,000 but maximum replenishment allowed for that Credit Card is \$1,000 there should be 10 \$1,000 replenishments);
	<ul style="list-style-type: none"> • recurring payments on a fixed day of the month;
	<ul style="list-style-type: none"> • recurring payments every “x” number of days (for example, every 28 days);
	<ul style="list-style-type: none"> • recurring payments for Postpaid accounts as, fixed number of days after the invoice is issued (Configurable) and
	<ul style="list-style-type: none"> • recurring payments triggered by account balance.
786	The Contractor shall provide the capability to accept and Post in the BOS payments and adjustments transmitted from the Collection Agency.
787	The Contractor shall provide the capability to process payments directly in the BOS for all accounts in any status with any balance.
788	The Contractor shall provide the capability to accept the following types of payments made in-person or by mail at all Approved locations, including but not limited to:
	<ul style="list-style-type: none"> • cash (at in-person locations only);
	<ul style="list-style-type: none"> • check;
	<ul style="list-style-type: none"> • cashier’s check;
	<ul style="list-style-type: none"> • certified check;
	<ul style="list-style-type: none"> • money order;
	<ul style="list-style-type: none"> • e-check (not available by mail);

	<ul style="list-style-type: none"> • Credit Card;
	<ul style="list-style-type: none"> • ACH;
	<ul style="list-style-type: none"> • EMV chip integrated circuit card (at in-person locations only) and
	<ul style="list-style-type: none"> • mobile contactless NFC (at in-person locations only).
789	The Contractor shall provide the capability to accept Credit Card payments made via the IVR, via the Self-Service Website and via the Self-Service Mobile Application (Phase II and optional).
790	The Contractor shall provide the capability to accept all major Credit Cards, including:
	<ul style="list-style-type: none"> • Visa;
	<ul style="list-style-type: none"> • MasterCard;
	<ul style="list-style-type: none"> • American Express and
	<ul style="list-style-type: none"> • Discover Card.
791	The Contractor shall provide the capability for accepting Credit Card, EMV and mobile contactless NFC payments via POS devices for payments made in-person.
792	The Contractor shall provide the capability for accepting Credit Card payments by manually entering Credit Card information for payments made in-person.
793	The Contractor shall provide the capability to Post payment transaction(s) to the account when payment related actions occur, including but not limited to:
	<ul style="list-style-type: none"> • successful payment processing, and
	<ul style="list-style-type: none"> • unsuccessful payment processing, for example recording a failed attempt.
794	The Contractor shall provide the capability to refund checks that have been Posted to the BOS but cannot be matched successfully to an account.
795	The Contractor shall provide the capability to Flag that an account has had returned checks.
796	The Contractor shall provide the capability to Flag that an account has had declined Credit Card charges.
797	The Contractor shall provide the capability for an Authorized User to correct or reverse payments applied in error, including but not limited to payments applied to multiple transactions or accounts, via Cases.
798	The Contractor shall provide the capability to require approvals for payment corrections via Cases.
799	The Contractor shall provide the capability to prevent corrections to or reversals of payments that have already been refunded, for example, payments that have been reversed entirely cannot be reversed again or refunded.

800	The Contractor shall ensure all adjustments to payments are shown on the account and are reconciled.
801	The Contractor shall provide the capability to process multiple chargebacks on a payment if the previous chargebacks are reversed or represented.
802	The Contractor shall provide detailed tracking of payments by payment categories, for example, payments, declines, reversals, returned payments, chargebacks, chargebacks reversals, chargeback representments, refunds, voided refunds and replenishment.
803	The Contractor shall provide detailed tracking of payments by payment methods, for example, cash; check; Credit Card; ACH and mobile contactless NFC.
804	The Contractor shall provide detailed tracking of payments by payment type, for example, Visa; MasterCard; American Express and Discover Card.
805	The Contractor shall provide detailed tracking of payments by payment items, for example, invoices; Violation Notices; fees; penalties; tolls and prepaid tolls.
806	The Contractor shall provide detailed tracking of payments by payment locations, for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), Lockbox Service Provider (optional) and Collection Agency.

1.7.3. Merchant Service Provider (MSP)

The MSPs shall process all Credit Card, Debit Card and ACH Services described in these Requirements.

807	The Contractor shall contract with two (2) separate MSPs for processing of BOS payments. The Contractor shall work with the Authority in determining the volumes and types of processing assigned to each MSP, which may result in shared processing or all processing being assigned to one (1) of the MSPs.
808	The Contractor and MSPs shall provide Credit Card and Debit authorization for the BOS (card not present / internet and card present for the Walk-in Center) utilizing one or more merchant identification numbers.
809	The Contractor and MSPs shall provide ACH clearing for the BOS.
810	The Contractor and MSPs shall provide complete, flexible and timely online reporting services, including detailed transactions on chargebacks, card transactions, deposit totals and batch totals and summary information per merchant and for the Authority overall.
811	The Contractor and MSPs shall provide all reporting online.
812	The Contractor and MSPs shall provide a monthly analysis statement showing detailed charges for all account services for each merchant ID, including a combined statement analysis.
813	The Authority shall be assigned dedicated MSP account representatives that can be contacted through a toll-free number and email.
814	The MSPs shall provide customer support during business hours Monday through Friday 7:00 a.m. until 6:00 p.m. PST.

815	The MSPs shall provide seven (7) days per week technical support utilizing a customer service phone number.
816	The Contractor and MSPs shall cooperate with the Authority on assignment of accounts. The Authority will assign all bank accounts for the Authority's settlements and merchant activity. No merchant numbers or identifications shall be assigned to the Authority without written notice from the MSPs and Approved by the Authority.
817	The Contractor and MSPs shall provide payment, settlement, and refunding services.
818	The Contractor and MSPs shall provide daily settlement of merchant accounts.
819	The Contractor and MSPs shall make next day deposits after settlement into the OCTA bank accounts.
820	The Contractor and MSPs shall provide immediate online access to outstanding retrieval requests and chargebacks.
821	The Contractor and MSPs shall provide a fully electronic online chargeback system that will accept electronic signatures and support files to satisfy outstanding retrieval requests and chargebacks.
822	The Contractor and MSPs shall provide the ability to generate ad hoc reports with extracted information based on user-defined parameters.

1.7.4. Payment Processing and Lockbox (optional)

The use of a Lockbox Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.

823	The Contractor shall process, Post to the appropriate accounts, and reconcile payments transmitted by the Lockbox Service Provider if the Contractor elects to utilize a Lockbox Service Provider.
824	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that Interface with the Lockbox Service Provider.
825	The Contractor shall provide the capability to associate images of checks and stubs received at the Lockbox Service Provider to the proper account.
826	The Contractor shall provide the capability to receive and process Lockbox Exceptions and ensure payments are appropriately accounted for, including but not limited to:
	<ul style="list-style-type: none"> • correspondence items and customer comments associated with payments;
	<ul style="list-style-type: none"> • payments the Lockbox Service Provider is unable to associate to an account and • payments that the BOS is unable to Post to an account.
827	The Contractor shall provide the capability for Authorized Users to research and determine the disposition of Lockbox Exceptions, including but not limited to:
	<ul style="list-style-type: none"> • Posting payment to the account;

	<ul style="list-style-type: none"> • refund payment to customer or
	<ul style="list-style-type: none"> • hold as un-allocated funds.
828	The Contractor shall provide the capability to automatically create Cases for Lockbox Exceptions. For example, if a check was received without a payment coupon, it cannot be associated with an account and research must occur.
829	The Contractor shall provide the capability to identify criteria which trigger specific Lockbox Exceptions (Configurable) which are flagged for further review, including but not limited to:
	<ul style="list-style-type: none"> • discrepancy above a threshold between amount on check and amount due;
	<ul style="list-style-type: none"> • payment made to accounts in particular statuses;
	<ul style="list-style-type: none"> • check dollar amount and
	<ul style="list-style-type: none"> • multiple payments for the same amount on the same account in the same batch or processing day.
830	The Contractor shall provide the capability to electronically receive and process correspondence received at the Lockbox Service Provider, for example changes of address.
831	The Contractor shall provide the capability for Authorized Users to view un-allocated funds (funds which have been Posted to the BOS but which have not been Posted to an account).
832	The Lockbox Service Provider processing services shall take place within the State of California.

1.7.5. Credit Card Processing

The most common payment method in the BOS is Credit Card. The BOS shall have a simple and intuitive Interface with the Merchant Service Provider. The most efficient and cost-effective means of accepting Credit Card payments shall be employed in the BOS by the Contractor.

The Contractor's solution shall provide Credit Card payment tokenization and hosted third party Credit Card storage (or equivalent solution). This method is designed to eliminate the need to store Credit Card numbers within the BOS database therefore reducing risks and efforts for PCI Compliance.

833	The Contractor shall contract with an Authority approved Merchant Service Provider.
834	The Contractor shall use a Payment Gateway or a Direct Connection between the BOS and the Merchant Service Provider.
835	The Contractor shall process all Credit Card payment transactions via the Merchant Service Provider.
836	The Contractor shall provide for Payment Tokenization and Hosted Third Party Credit Card storage (or equivalent solution) such that the Credit Card information is not stored in the BOS.

837	The Contractor shall provide an automated credit card update service (including both expiration dates and newly issued cards).
838	The Contractor shall provide the capability to issue refunds to Credit Cards.
839	The Contractor shall provide the capability to track data related to Credit Card inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Credit Card charges are received.
840	The Contractor shall provide the capability for Credit Card chargebacks and permit investigation of the details as Cases.
841	The Contractor shall provide the capability for Authorized Users to reverse Credit Card chargebacks and to allow for a number of chargeback representments (Configurable)
842	The Contractor shall provide the capability to credit accounts immediately upon a successful Credit Card payment authorization.
843	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for a transaction is not received within a Configurable amount of time.
844	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for an account contains codes that indicate the need for the Authority to contact the Credit Card company, for example a “referral code”.
845	The Contractor shall provide the capability to update accounts with the results from the Merchant Service Provider, for example a Credit Card transaction failed to authorize or settle due to a mismatched address error.
846	The Contractor shall provide the capability to identify potential fraudulent Credit Card transactions and send an Operational Alert Notification to the PMMS, for example, when there are multiple failed authorizations for a single card.
847	The Contractor shall provide, for validation purposes, fields to capture and store within the BOS Credit Card information, including but not limited to:
	<ul style="list-style-type: none"> • token;
	<ul style="list-style-type: none"> • Credit Card expiration date;
	<ul style="list-style-type: none"> • name on the card;
	<ul style="list-style-type: none"> • ZIP code and
	<ul style="list-style-type: none"> • billing address associated with the card.
848	The Contractor shall provide the capability to submit disputes to chargebacks.
849	The Contractor shall provide the capability to receive updates to individual customer Credit Card expiration dates from the MSPs.

1.7.6. ACH Processing

The cost of processing ACH transactions is generally lower than the cost of processing a Credit Card transaction, which is one of the primary reasons for including Requirements for this payment method. Many commercial customers also prefer ACH to Credit Card replenishment. ACH carries its own set of risks and challenges, which the Contractor will need to address. For example, the Contractor will need to address the timing of crediting an account after an ACH transaction is initiated and how ACH rejections will be processed.

Like the Credit Card process, the Contractor’s solution shall provide Credit Card payment tokenization and hosted third-party routing and account number storage (or equivalent solution).

850	The BOS and CSC Operations shall remain current with industry standards and advancements in technology and security related to Credit Card and ACH payments.
851	The Contractor shall provide an Interface to the Merchant Service Provider or bank for ACH payment.
852	The Contractor shall provide for ACH tokenization and hosted third-party ACH storage (or equivalent solution) such that ACH information is not stored in the BOS.
853	Process all ACH payment transactions via the third-party hosted services.
854	Provide capability to process both ACH debits and ACH credits with the Merchant Service Provider or bank.
855	Provide a selection for “Checking” and “Savings” account designation when ACH is selected for replenishment and ensure transmission to the bank carries such information.
856	Provide the capability to verify the customer Bank Account information and availability of funds with the Merchant Service Provider prior to initiating an ACH debit.
857	Credit customer’s account immediately upon initiating an ACH debit.
858	Provide the capability to reverse an ACH payment if declined by the bank.
859	Provide an Alert to the PMMS if an ACH response for a transaction is not received from the bank within a Configurable amount of time.
860	Provide sufficient protections (and Alert to the PMMS) to prevent multiple (duplicate) ACH payments for the same Bank Account number within a Configurable period.

1.7.7. Check/Money Order Processing

Checks received from customers shall be processed in the most efficient and cost-effective manner available in the payment processing industry.

861	The Contractor shall provide the capability to accept checks (personal, cashier’s or certified) as a form of payment.
862	The Contractor shall provide the capability to accept money orders as a form of payment.

863	The Contractor shall use Check 21 to electronically deposit checks and convert checks into ACH transactions.
864	The Contractor shall Post to customer accounts and deposit into the Authority's bank account within one (1) Business Day of receipt.
865	The Contractor shall provide scanning capability at the initial check or money order receiving and processing point. The resulting image shall be stored in the BOS, be available to Authorized Users and electronically transmitted to the bank for deposit.
866	The Contractor shall provide the capability to mask Bank Account information, including the MICR line, for stored check images.
867	The Contractor shall provide check scanning tools such that the resulting image can be optimized via image enhancing tools, including options for saving original and enhanced images.
868	The Contractor shall provide the capability, when accepting check or money order payments, to automatically populate the check or money order number field via check scanner.
869	The Contractor shall provide the capability to credit accounts immediately upon check or money order payment.
870	The Contractor shall provide the capability to associate checks and stubs received at the BOS to the proper account.
871	The Contractor shall provide the ability to receive batch payments from rental agencies to be applied to individual transactions.
872	The Contractor shall provide the capability to batch process checks by scanning a payment coupon and check, automatically Post payments to customer accounts, automatically associate images with customer accounts and provide exception processing.
873	The Contractor shall provide the capability to reverse all forms of check or money order payment if declined or returned by the bank, including the assessment of applicable fees.
874	The Contractor shall provide all armored services required for the physical transfer of cash or payment instruments.
875	The Contractor shall provide live check verification at the WIC.
876	The Contractor shall provide all reconciliations of funds received to BOS Posting and the Authority's bank account.

1.7.8. Cash Processing

877	The Contractor shall provide the capability to accept cash as a form of payment.
878	The Contractor shall provide a cash change fund and cash change fund management functionality, including but not limited to: <ul style="list-style-type: none"> • beginning balance;

	<ul style="list-style-type: none"> ending balance and
	<ul style="list-style-type: none"> reconciliation.
879	The Contractor shall provide the capability to credit the account immediately upon receipt of cash payment.
880	The Contractor shall provide the capability to process cash payment reversals.
881	The Contractor shall provide the capability to set threshold amounts and role-based limits for cash payment reversals (Configurable.)
882	The Contractor shall provide the capability to require approval for cash payment reversals using Cases.

1.7.9. Online Wallet Payment Processing

The BOS shall accept payments made via Online Wallet on all its online customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional)). The specific Online Wallet services (up to five) will be defined during the Implementation Phase.

883	The Contractor shall provide the capability to accept payments by Online Wallet. The Authority will elect to implement up to five of the most prominent Online Wallet payments available in the market at the time of the Implementation Phase.
884	Online Wallet payments shall generally mirror the Credit Card functionality in terms of payments, return payments, refunds, reversals and chargeback capabilities.
885	The Contractor shall provide detailed tracking of payments made by Online Wallet.
886	The Contractor shall provide the capability to issue refunds to an Online Wallet. If the Online Wallet provider does not support automatic refunds (many Online Wallet providers require a manual process for refunds), or the underlying Credit Card associated with Online Wallet has been closed or expired, the BOS shall be capable of allowing Authorized Users to reverse the payment in the BOS and issue refunds by check.
887	The Contractor shall provide the capability to track data related to Online Wallet inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Online Wallet charges are received.
888	The Contractor shall provide the capability to credit accounts immediately upon a successful Online Wallet payment authorization.
889	The Contractor shall provide an Operational Alert Notification to the PMMS if a response from an Online Wallet provider for an account is not received within a specified amount of time (Configurable).

1.7.10. BOS Bank Interface Requirements

The Contractor shall manage the Bank Accounts and the Interface from the BOS to the Authority's bank.

890	The Contractor shall provide the Interface for Check 21.
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891	The Contractor shall provide the capability to upload checks issued to customers (refunds/disbursements) to the bank for the purpose of Positive Pay. The file shall include, but not be limited to:
	<ul style="list-style-type: none"> • BOS Bank Account number;
	<ul style="list-style-type: none"> • check number;
	<ul style="list-style-type: none"> • check date;
	<ul style="list-style-type: none"> • check amount and
<ul style="list-style-type: none"> • payee name (may be truncated based on bank’s requirements). 	
892	The Contractor shall provide automated reconciliation with the Authority’s Bank.

1.7.11. Refunds and Disbursements

The Contractor will process and issue all refunds and disbursements to customers per the Business Rules and as determined by the Authority.

893	The Contractor shall provide the capability to process refunds and disbursements for account closures, sales of transponder(s), overpayments, Violation disputes and other payments.
894	The Contractor shall provide processes for refunds based on the original transaction and ensure such refunds are shown on the account history and are reconciled.
895	The Contractor shall have the capability to restrict the method of refund to the original method of payment.
896	The Contractor shall provide an automated approval process for Authority approval for all refunds over a Configurable amount
897	The Contractor shall provide the capability to configure parameters related to refunds, including but not limited to:
	<ul style="list-style-type: none"> • type of payments that are not eligible for refund;
	<ul style="list-style-type: none"> • the criteria for refunds by payment methods (Credit Card, ACH, check, cash, money order etc.);
	<ul style="list-style-type: none"> • the hold period for Credit Card refunds and check refunds;
	<ul style="list-style-type: none"> • maximum (role-based) allowable refund payment by Payment Type. For example, a refund of more than \$250 might require manager approval;
	<ul style="list-style-type: none"> • minimum (role-based) allowable refund payment by Payment Type. For example, the Authority may elect not to issue a check refund for less than \$1.00 unless requested by the customer and
<ul style="list-style-type: none"> • manual review of eligible refunds before processing the refunds. 	

898	<p>The Contractor shall provide the capability to determine eligibility and issue refunds automatically to customers based on various activities on the account, including but not limited to:</p> <ul style="list-style-type: none"> • closure of an account; • unapplied checks/money order and • overpayment of an invoice or Violation Notice where no outstanding invoices, Violation Notices or unbilled tolls exist.
899	<p>The Contractor shall provide the capability to review and process all eligible refunds and initiate the refund process.</p>
900	<p>The Contractor shall provide the capability to route a refund approval through Cases, to require multiple approvals of refunds and to accommodate the refund approval process.</p>
901	<p>The Contractor shall provide the capability to issue refunds using the same method that the payment was received. For example, a check payment will be refunded by check and Credit Card to the same Credit Card.</p>
902	<p>The Contractor shall provide the capability to issue refunds by check after approval by an Authorized User when the Credit Card which was used for the original payment method has been deactivated or based on a customer request.</p>
903	<p>The Contractor shall provide the capability for the automated processing of refunds (for example, for a successful account closure) and automatically create a Case for an Authorized User to issue the refund.</p>
904	<p>The Contractor shall provide the capability to store all details regarding check refunds issued which shall be viewable by Authorized Users on the account, including but not limited to:</p> <ul style="list-style-type: none"> • check number; • check amount; • date check was issued; • check payee details; • the date the check cleared the bank; • notes; • the reference number and • reason for issuing the check.
905	<p>The Contractor shall provide the capability to void a refund or disbursement check, which shall restore the payable balance.</p>
906	<p>The Contractor shall provide the capability to void and reissue a refund or disbursement check.</p>

907	The Contractor shall provide the capability for Authorized Users to manually override the refund payee information, for example, when a refund is due to a deceased customer's estate.
908	The Contractor shall provide the capability for Authorized Users to initiate refunds from unapplied payments (for example when a payment that was made to the BOS in error is deposited but is not applied to an account and needs to be refunded).
909	The Contractor shall provide the capability to record refund checks issued by the Authority in the BOS. For example, certain refund checks may be issued from the Authority's financial accounting systems; these checks shall then be recorded in the BOS against the customer's account and reported in financial reports as a check issued by the Authority.

1.7.12. Bankruptcy

Generally, the bankruptcy process begins with an official notice of bankruptcy being issued by a court. This notice generally requires creditors to "stay" any escalation while the bankruptcy is processed through the courts. When the bankruptcy is finalized, the court sends an official notification which will indicate any reductions in amount due.

910	The Contractor shall provide the capability to manage accounts for customers who have filed for bankruptcy.
911	The Contractor shall provide the capability to record the effective date of a bankruptcy and bankruptcy type, which automatically flags the account for bankruptcy, holds all activity on outstanding debt which occurred prior to the filing date and issues a letter to the debtor or attorney on file.
912	The Contractor shall provide the capability to enter the 'as of' (stay) date of bankruptcy and apply Business Rules to transactions occurring after that date (new tolls incurred after the bankruptcy date are billable).
913	The Contractor shall provide the capability to record when a bankruptcy has been granted which will write off all outstanding penalties and generate a letter to the customer requesting payment of the tolls.
914	The Contractor shall provide the capability to cease escalation of any transactions that occurred on or before the "stay" date (typically the bankruptcy filing date).
915	The Contractor shall provide the capability to continue processing transactions subsequent to the date and time of bankruptcy notification.
916	The Contractor shall provide the ability to record a dismissed bankruptcy and restart the escalation and collection process.
917	The Contractor shall provide the ability to record and store all bankruptcy filings required by the courts.

1.7.13. Shift Management

The Contractor shall reconcile the financial and asset activity of every person that works in the BOS at the end of each shift.

918	The Contractor shall provide the capability for the BOS to automatically open a shift for an Authorized User at the time of first applicable transaction based upon user role.
919	The Contractor shall provide the capability to prompt for beginning balance or Authorized User bank (including option to list denominations).
920	The Contractor shall provide the capability to populate opening shift balance and assign a unique Authorized User ID, including location, for all transactions processed during the shift.
921	The Contractor shall provide the capability to automatically prompt to close a shift at logout time if an open shift exists.
922	The Contractor shall provide the capability to display and reconcile all transactions and activity in a shift.
923	The Contractor shall provide the capability to separate transactions that affect the Authorized User's deposit, for example, cash, check, ACH, Credit Card or other payment, from transactions that affect the BOS balances, for example, waiving a fee for a customer.
924	The Contractor shall provide the capability for reconciliation of transponders and other inventory items issued and payments.
925	The Contractor shall provide the capability to create an Alert to the supervisor when a CSR's bank goes above a threshold (Configurable). For example, if CSR's bank goes above \$200 the supervisor may want the CSR to do a "bank drop."
926	The Contractor shall provide feedback to Authorized User if the shift does not balance.
927	The Contractor shall provide the capability for an Authorized User to attempt to balance the shift a number of times (Configurable).
928	The Contractor shall provide the capability to escalate the shift to an Authorized User for research and closing after a number of unsuccessful attempts (Configurable) has been reached.
929	The Contractor shall provide settings to either display or not display the shift variance dollar amount to the Authorized User during shift closing (Configurable).
930	The Contractor shall provide settings to either display or not display the shift inventory (transponders and other inventory items) variance amount to the Authorized User during shift closing (Configurable).
931	The Contractor shall provide the capability to configure all relevant parameters related to closing a shift, with a default value that can be overridden based on unique user ID, including but not limited to:
	<ul style="list-style-type: none"> • the number of times the Authorized User can attempt to balance the shift;
	<ul style="list-style-type: none"> • the amount of allowed variance by dollars and

	<ul style="list-style-type: none"> • the amount of allowed variance by percentage.
932	The Contractor shall provide the capability to close a shift once it is balanced.
933	The Contractor shall provide the capability to record shift balancing discrepancies, for example overages and shortages.
934	The Contractor shall provide the capability to force close an unbalanced shift based upon user roles; the BOS shall record unbalanced variances in a separate Financial Account which shall be included on financial reports.
935	The Contractor shall provide the capability to escalate shifts that remain open at the end of the Business Day to the Authorized User based upon user roles.
936	The Contractor shall provide Authorized Users with an accounting of all shift activity with detailed and summarized financial information.
937	The Contractor shall provide Authorized Users with a status of all open shifts.

1.8. Case Management

The BOS shall provide the capability to create, assign and manage requests made by customers or Authorized Users. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry. Once a Case has been opened it is assigned to the appropriate staff, and its progress is tracked and reported through completion by the BOS. The initial set of Case types will be defined during the Implementation Phase. Certain Case types will escalate automatically.

1.8.1. Case Creation

938	The Contractor shall provide the capability to initiate a Case any time a request cannot immediately be completed.
939	The Contractor shall provide the capability to create, manage and support certain activities as Cases. Types of Cases shall include but not be limited to:
	<ul style="list-style-type: none"> • initiating, tracking and resolving Registered account disputes;
	<ul style="list-style-type: none"> • initiating, tracking and resolving Violation disputes (image(s) must be associated with the Case);
	<ul style="list-style-type: none"> • initiating, tracking and resolving I-Toll disputes (image(s) must be associated with the Case);
	<ul style="list-style-type: none"> • initiating, tracking and resolving toll rate disputes;
	<ul style="list-style-type: none"> • initiating, tracking and resolving requests for Administrative Hearings;
	<ul style="list-style-type: none"> • initiating, tracking and resolving requests for Investigative Reviews;
	<ul style="list-style-type: none"> • initiating, tracking and resolving Civil Judgments;
	<ul style="list-style-type: none"> • initiating and tracking payment plans;

	<ul style="list-style-type: none"> • initiating, tracking and resolving customer and non-customer issues and requests via phone and in person, that cannot be resolved immediately;
	<ul style="list-style-type: none"> • initiating, tracking and resolving customer issues and requests received through all communication channels;
	<ul style="list-style-type: none"> • initiating, tracking and resolving research Cases created by the Collection Agency;
	<ul style="list-style-type: none"> • initiating, tracking and researching undeliverable email/mail;
	<ul style="list-style-type: none"> • initiating, tracking and researching undeliverable addresses that have not been found using Skip Tracing Service Provider;
	<ul style="list-style-type: none"> • initiating, tracking and resolving subpoena requests for customer transactions, images, and Maintenance records from law enforcement;
	<ul style="list-style-type: none"> • initiating, tracking and resolving issues and requests from the Authority and
	<ul style="list-style-type: none"> • initiating, tracking and managing transponder Return Materials Authorization (RMA) shipments.
940	<p>The Contractor shall provide the capability to track the Case attributes by one or more attributes, including but not limited to:</p> <ul style="list-style-type: none"> • communication channel; • Case type; • date and time of Case creation; • response due date; • identity of Authorized User (or BOS, if BOS-generated) initiating the Case; • Case number; • customer name; • customer contact information; • account number, if applicable; • license plate and Jurisdiction, if applicable; • Notification number, if applicable; • priority; • notes; • Case status; • outcome of Case when completed;

	<ul style="list-style-type: none"> • if Case is Toll Facility-specific;
	<ul style="list-style-type: none"> • follow-up activities that took place;
	<ul style="list-style-type: none"> • identity of Authorized User(s) who performed the follow-up activities;
	<ul style="list-style-type: none"> • description (free-form) of follow-up action and
	<ul style="list-style-type: none"> • customer satisfaction feedback.
941	The Contractor shall provide the capability for the customer to upload supporting documentation to a new or existing Case via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).
942	The Contractor shall provide the capability to create Cases manually by Authorized Users.
943	The Contractor shall provide the capability to create Cases automatically via the BOS.
944	The Contractor shall provide the capability to create Cases because of a customer request, for example a customer requests a transponder or disputes a Violation Notice via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).
945	The Contractor shall provide the capability to initiate a Case from within an account.
946	The Contractor shall provide the capability for Authorized Users to associate a Case with an account after the Case has been created.
947	The Contractor shall provide Case templates for each type of Case.
948	The Contractor shall provide the capability for Authorized Users to create new types of Cases and associated workflows (Configurable).
949	The Contractor shall provide the capability to set attributes by Case type related to Case management, including but not limited to:
	<ul style="list-style-type: none"> • required fields;
	<ul style="list-style-type: none"> • assignment rules;
	<ul style="list-style-type: none"> • Case flow logic;
	<ul style="list-style-type: none"> • Case queue display order, for example, by date opened or priority;
	<ul style="list-style-type: none"> • drop-down lists;
	<ul style="list-style-type: none"> • all relevant parameters related to Case escalation (Configurable), for example, number of dormant days before escalation and number of days from Case creation to escalation;
	<ul style="list-style-type: none"> • due date and
	<ul style="list-style-type: none"> • Case templates (create and modify).

950	The Contractor shall provide the capability to access a Case through Case management or through the associated account or Violation Notice.
951	The Contractor shall provide the capability to automatically document action(s) taken to resolve a Case in the Case.
952	The Contractor shall provide the capability to associate all related customer communication with a single Case (in addition to associating it with the appropriate account), including but not limited to: <ul style="list-style-type: none"> • call records; • recorded calls; • emails; • faxes; • Microsoft Office documents, images, and PDF files; • chat; • text messages and • scanned items.
953	The Contractor shall provide the capability, when creating Cases, to automatically insert information from the Case source into the Case creation screen to expedite Case creation, for example, importing the name, address and contact information from the account, Violation Notice, invoice or Notification with which the Case is associated.
954	The Contractor shall create a case for all incoming correspondence by scanning the correspondence. The Case management system should recognize barcodes, correspondence attributes, key words and categorize and assign cases automatically.
955	The Contractor shall provide the capability to automatically record date and time of Case creation.
956	The Contractor shall provide the capability to automatically record identity of Authorized User or BOS (if the Case is created automatically by the BOS) initiating the Case.
957	The Contractor shall provide the capability to automatically assign a unique individual identification code (Case number).
958	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating type of Case.
959	The Contractor shall provide the capability that the Case type has the ability to be changed by Authorized Users.
960	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating follow-up activities within the workflow.

961	The Contractor shall provide the capability to place a Case on hold pending a specific occurrence, or to enter a date when the Case shall be presented again to be worked.
962	Require Authorized Users to insert a minimum amount of data depending on the type of Case (Configurable) into a pre-defined number of fields before a Case can be closed. Each type of Case may have different minimum data requirements.
963	Require Authorized Users to insert a minimum amount of data depending on the type of Case into a pre-defined number of fields (Configurable) before a Case can be placed on hold. Each type of Case may have different minimum data requirements.
964	The Contractor shall provide the capability for notes (free text narrative) to be provided at key points in the Case creation process enabling the Authorized User to elaborate on important points.
965	Automatically initiate and send correspondence to the customer informing them of the creation of the Case, the Case number and other information depending on the type of Case (Configurable).
966	The Contractor shall provide an automated correspondence capability whereby the customer can be kept informed of Case progress/status, from opening through closure, depending on the type of Case. Such capability shall be Configurable such that certain Case progress/status changes would not generate a customer communication.
967	The Contractor shall provide the capability for multiple Authorized Users to access Cases at the same time with one Authorized User having the ability to modify the Case and others having read only access. The identity of the individual working the Case shall be presented to the Authorized Users with read-only access.
968	The Contractor shall associate the completion of the activities required to resolve the Case to the Case such that BOS can automatically close the Case once the required activities have been completed. For example, if a customer disputes a Violation Notice because the vehicle was stolen, the Case would require a document (police report) and once the document was verified and the disputed accepted by the CSR, the BOS would record the successful dispute, close the Violation Notice with the appropriate transaction disposition codes and issue a Notification to the customer all based on the CSR's determination that the dispute was accepted.
969	The Contractor shall provide the capability to automatically provide written responses (Notifications) to the customer based on the disposition code for each Case type.

1.8.2. Case Assignment and Tracking

Depending on the Case type, the BOS shall assign the Case to the appropriate queue. The BOS shall use the default priority for the Case type and any user input that prioritizes the Case.

970	Place open Cases in the appropriate Case type queue such that Authorized Users may access their assigned queue, review and take action on each Case.
971	The Contractor shall provide the capability for the Case type queues to automatically display oldest Cases first for action.

972	The Contractor shall provide the capability for the Case type queues to automatically display highest priority Cases first for action.
973	The Contractor shall provide the capability for multiple sorting criteria for the Case type queues, for example sort first by oldest Cases and then sort by priority.
974	The Contractor shall provide the capability for closed Cases to be re-opened when required.
975	The Contractor shall provide the capability for a Case to be worked by the same Authorized User who opened the Case or by another Authorized User.
976	The Contractor shall provide the capability to automatically assign Cases to Case work queues accessed by departments or workgroups.
977	The Contractor shall provide the capability to manually re-assign open Cases.
978	The Contractor shall provide the capability to automatically re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is deactivated from the BOS.
979	The Contractor shall provide the capability to automatically temporarily re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is temporarily not performing work (for example, the Authorized User is on vacation).
980	Ensure at no time that an active Case does not remain in a queue with no Authorized User assigned to that queue.
981	The Contractor shall provide the capability for Authorized Users to see all pending Cases with prioritization.
982	The Contractor shall provide Configurable Case assignment rules, for example a Case related to financial issues would be assigned to the finance department.
983	The Contractor shall provide the capability to include a snapshot of any customer information in the primary screen so Authorized Users need not navigate to other screens to find key information. The primary screen shall contain a link to the associated account should the Authorized User want to access the account.
984	The Contractor shall provide the capability to merge Cases when two or more Cases cover the same customer need.
985	The Contractor shall provide the capability to track historical action-type data (out of a predefined range), about each action taken to work the Case, including but not limited to:
	<ul style="list-style-type: none"> • creation;
	<ul style="list-style-type: none"> • closure;
	<ul style="list-style-type: none"> • reopening;
	<ul style="list-style-type: none"> • hand-off (from department or individual);
	<ul style="list-style-type: none"> • placed on hold (establish a “work again date”);

	<ul style="list-style-type: none"> • awaiting action from the Authority;
	<ul style="list-style-type: none"> • awaiting customer action and
	<ul style="list-style-type: none"> • customer satisfaction.
986	The Contractor shall provide the capability to trigger customer satisfaction processes.
987	The Contractor shall provide the capability to link and track an unlimited number of Cases to a single account.
988	The Contractor shall provide the capability to link and unlink Cases to/from accounts regardless of Case status.
989	The Contractor shall provide the capability to associate a Case to one or multiple accounts.
990	The Contractor shall provide the capability to view Cases based on required follow-up action.
991	The Contractor shall provide the capability to track, record and review follow-up activity.
992	The Contractor shall provide the capability for Authorized Users to review the workload (quantity and details of the Cases assigned) of an individual Authorized User.
993	The Contractor shall provide the capability for an Authorized User to review the workload of an entire team or group of Authorized Users.
994	The Contractor shall provide the capability to manually change the status of a Case based on progress made in servicing the Case.
995	The Contractor shall provide the capability to automatically change the status of a Case based on progress made in servicing the Case.
996	The Contractor shall provide the capability for Authorized Users to edit data within a Case, Configurable by Case type.
997	The Contractor shall provide the capability to temporarily group Cases and perform the same action(s) on the group of Cases.
998	Prevent the creation of duplicate Cases when created automatically by the BOS.
999	The Contractor shall provide the capability to notify Authorized Users when the number of assigned Cases for a particular resource is reached (Configurable).
1000	The Contractor shall provide the capability to stop a transaction or group of transactions from progressing further in the status or workflow stages, for example while a dispute Case is being reviewed.
1001	The Contractor shall provide a logical Case workflow via multiple Case screens, which are presented to Authorized Users based on their skill sets and BOS roles.
1002	The Contractor shall provide Case workflow and routing (Configurable).

1003	The Contractor shall provide the capability to assign Cases in multiple ways (Configurable), including but not limited to:
	<ul style="list-style-type: none"> • manual assignment of a Case to a particular Authorized User;
	<ul style="list-style-type: none"> • automatic assignment by customer or account criteria;
	<ul style="list-style-type: none"> • automatic assignment by Case type;
	<ul style="list-style-type: none"> • automatic assignment by status;
	<ul style="list-style-type: none"> • automatic assignment by severity level;
	<ul style="list-style-type: none"> • automatic assignment based on staff availability;
	<ul style="list-style-type: none"> • automatic assignment by role and
	<ul style="list-style-type: none"> • skills database for Authorized Users.
1004	The Contractor shall provide the capability to suggest best Authorized User for a Case according to staff skills.
1005	The Contractor shall provide the capability to send an Operational Alert Notification when a Case has met the reassignment threshold (Configurable).
1006	The Contractor shall provide the capability to send an Operational Alert Notification when an Authorized User has met the specified number of open Cases (Configurable).
1007	The Contractor shall provide the ability to manually re-assign any Case to a new workflow, at any point within that workflow, as new details emerge.
1008	When changes in workflow are made, provide the ability to individually select, or select in bulk, whether current workflow transactions should follow the previous version of the workflow, or the new version of the workflow.

1.8.3. Case Escalation

1009	The Contractor shall provide the capability to send an Operational Alert Notification regarding specific Cases that meet criteria (Configurable), for example, Cases in "open" status that have not been worked on in a specified number of days (Configurable).
1010	The Contractor shall provide the capability to automatically escalate overdue Cases based on rules (Configurable).
1011	The Contractor shall provide the capability to define sets of activities or procedures for specified Case types.
1012	The Contractor shall provide the capability for thresholds to be defined based on rules that initiate events when exceeded.
1013	The Contractor shall provide the capability to automatically escalate Cases defined as representing repeated complaints.

1014	The Contractor shall provide the capability to define activities that require authorization from supervisors.
1015	The Contractor shall provide the capability to notify appropriate operations staff on Cases manually or automatically based on criteria (Configurable).

1.9. Collections and Registration Hold

Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to pre-collections, Collections and/or Registration Hold. Unpaid transactions/trips and fees on Registered accounts that are delinquent may also escalate to collections. The Authority may choose to have the CSC attempt to collect prior to the Violation escalating to collections.

1016	The Contractor shall provide the capability for the CSC to attempt collection prior to a Collections Placement and the Contractor shall support this activity by, including but not limited to:
	<ul style="list-style-type: none"> • electronically provide Skip Tracing information that is automatically linked to the Violation for use by the CSR;
	<ul style="list-style-type: none"> • provide initial collections letter(s) that are automatically populated with the Violation information and Skip Trace address(s);
	<ul style="list-style-type: none"> • allow for the CSR to review and approve letters before sending;
	<ul style="list-style-type: none"> • provide capability for the CSR to add notes about the collection process;
	<ul style="list-style-type: none"> • if not collected after a Configurable period of time, automatically and electronically attach all Skip Trace and collections notes information to the subsequent Collections Placement and
	<ul style="list-style-type: none"> • separately account for CSC collections (as compared to Collections Placements) within the BOS in all applicable accounting, financial and operations reports and searches.
1017	The Contractor shall provide, per the Business Rules, the capability to perform Registered account or Violation escalation, including but not limited to:
	<ul style="list-style-type: none"> • warning of Registration Hold Notification;
	<ul style="list-style-type: none"> • escalate to Tax Intercept;
	<ul style="list-style-type: none"> • pre-collection Notification;
	<ul style="list-style-type: none"> • escalate to Registration Hold and
1018	The Contractor shall provide capability to configure and maintain escalation parameters for each escalation level, including but not limited to:
	<ul style="list-style-type: none"> • the minimum number of delinquent Violations (Configurable) over a period of time to initiate collections activities (Configurable);

	<ul style="list-style-type: none"> prevent escalation to collections/Registration Hold when a certain (configurable) percentage of the Violation has been paid;
	<ul style="list-style-type: none"> prevent escalation to pre-collections, Collections and/orRegistration Hold when a certain (configurable) amount of the Violation has been paid;
	<ul style="list-style-type: none"> the account balance thresholds to prevent escalation;
	<ul style="list-style-type: none"> number of days payment on payment plan is delinquent and
	<ul style="list-style-type: none"> number of days from issuance of Investigative Review or Administrative Review Letter.

1.9.1. Collection Agencies

This process covers the assignment of past due amounts on delinquent accounts, and delinquent Violations to the Contractor-provided Collection Agencies. The Contractor shall provide two (2) separate, qualified Collection Agencies to perform debt collection services. These Collection Agencies shall be performing debt collection services and civil judgement processing on a non-exclusive basis. No assurance or guarantee is made to the selected Contractors regarding the number of accounts placed, the dollar amounts of those accounts, or the percentage of accounts placed.

1019	The Contractor shall contract with two (2) separate Collection Agencies.
1020	The Contractor-selected Collection Agencies shall have previous experience collecting toll debt.
1021	The Contractor shall work with the Authority in determining the volumes and types of Collections Placements assigned to each Collection Agency, which may result in shared placements or all placements being assigned to one (1) of the Collection Agencies.
1022	The Contractor shall select Collection Agencies whose compensation is based on a percentage of the amount collected.
1023	The Contractor-selected Collection Agencies shall not dismiss the Authority's debt unless explicit approval has been provided by the Authority.
1024	The Contractor-selected Collection Agencies shall allow the Authority to recall debt at no cost to the Authority.
1025	The Contractor-selected Collection Agencies shall not charge any fees for allowing the Authority's debtors to pay using any payment method.
1026	For uncollected debt, the Contractor-selected Collection Agencies shall process Civil Judgments on behalf of the Authority. The processing of Civil Judgments shall comply with all California statutes and legal processes and the Collections Agencies' attorneys shall be properly licensed. The processing of civil judgements by the Collections Agencies shall be at the discretion of the Authority. The Authority may choose not to use the Collections Agencies for processing of civil judgements.
1027	The Contractor-selected Collection Agencies shall submit their reporting for approval by the Authority.

1.9.2. Collection Placement and Management

The process of assigning unpaid tolls, fees and penalties to the Collection Agency is called a Collections Placement.

1028	The Contractor shall provide a Collection Agency for Authority’s approval and place eligible transactions in Collections based on Business Rules.
1029	The Contractor shall provide the capability to identify accounts and delinquent Violations that are eligible for the collection process based upon criteria (Configurable), including but not limited to: <ul style="list-style-type: none"> • age of debt at account level or individual transaction level; • Flags on the account; • hold status, for example, disputed; • open Cases related debt; • grace period; • total amount owed; • number of delinquent Violation Notices or transactions/trips; • amount owed; • whether customer is in-state or out-of-state; • account type and • account status.
1030	The Contractor shall provide the capability to create a Collections Placement for accounts and delinquent Violations eligible for Collections.
1031	The Contractor shall provide the capability to place a flag on an account that has met the criteria for Collection Placement but has not been placed and an account placed with one of the Collection Agencies.
1032	The Contractor shall provide the capability to assess a collections fee (for example, add a fee to the balance due) for each Collections Placement eligible for Collections.
1033	The Contractor shall provide the capability to transmit the Collections Placement to the Collection Agencies for those accounts and delinquent Violation Notice that are eligible and Approved for collection.
1034	The Contractor shall provide the capability to utilize multiple Collections Agencies and to place eligible transactions in Collections based on Configurable criteria, including but not limited to:

	<ul style="list-style-type: none"> percentages based on both volume and dollar amount, for example, 60 percent to Collection Agency 1 and 40 percent to Collection Agency 2;
	<ul style="list-style-type: none"> past due amount on the account eligible for collection;
	<ul style="list-style-type: none"> prior placements (by customer name, account number, License Plate number and Jurisdiction);
	<ul style="list-style-type: none"> account type;
	<ul style="list-style-type: none"> specified frequency;
	<ul style="list-style-type: none"> ZIP code and
	<ul style="list-style-type: none"> ROV Jurisdiction.
1035	Provide the capability to automatically assign new transactions that reach the Collections status or workflow stage to the same Collection Agency that any previous transactions on that account have been assigned (for example, all transactions for a given account will always be assigned to the same Collection Agency).
1036	<p>The Contractor shall provide auditable functionality through the two-way electronic Interface for the Collection Agencies to transmit data to the BOS and for the BOS to transmit data to the Collection Agencies for accounts and Violation Notices assigned to the Collection Agencies, including but not limited to:</p> <ul style="list-style-type: none"> updates to demographic information, such as address updates obtained through Skip Tracing; payments received by the BOS and each Collection Agency (full and partial) and adjustments and reversals of those payments; reversals and adjustments made on the Collections Placement; fees on the Collections Placement such as returned payment fee; suspension of Collections activities due to dispute or Administrative Review; various status changes due to Civil Judgments; suspension of Collections activities or cancellation of the Collections Placement due to bankruptcy; resolution of the Collections Placement at the transaction level; cancellation of the Collections Placement due to recall by the Authority or expiry of the collection period for that Collections Placement and Write offs and reason codes.
1037	The Contractor shall provide the capability to recall a Collections Placement/individual Violation Notices/transactions based on Business Rules and request.

1038	The Contractor shall provide the capability to automatically display a Flag on account screens with the appropriate Collection Agency ID and date the Collections Placement was sent to the Collection Agency and remove the Flag when an account is no longer in collection.
1039	The Contractor shall provide the capability to associate with the account all correspondence transmitted to the customer/violator from the Collection Agency.
1040	The Contractor shall provide the capability to update the address source on accounts and Violation Notices when new address information is received from one of the Collection Agencies.
1041	The Contractor shall provide the capability to automatically reassign delinquent Violations/transactions to Collections any time a payment used to pay delinquent Violations/transactions in Collections is reversed in the BOS or by one of the Collection Agencies (for example, when a customer makes a payment and that payment is returned by the bank, the receipt of the payment reversal in the BOS shall automatically reassign those delinquent Violations/transactions to the applicable Collection Agency).
1042	The Contractor shall provide the capability to obtain status of all activities and venues pursued by each of the Collection Agencies to collect on the Authority's debt.
1043	The Contractor shall provide the capability to receive payment reconciliation files at intervals (Configurable) from the Collection Agencies for all Collections Placement payments during the period. The reconciliation file shall provide detailed data that reconciles the payments and the Collections fee, if applicable.
1044	The Contractor shall provide the capability to receive Collections Placement balance files, at intervals (Configurable), in order for the BOS to compare to account and Violation Notice balances for auditing purposes.
1045	The Contractor shall provide the capability to generate an Operational Alert Notification when a Collections Placement balance file is received and the results of the processing of the balance file (for example, the file is in balance or it is out of balance).
1046	The Contractor shall provide the capability to compare the balances from each of the Collection Agencies to the balances in the BOS and display the accounts and/or transactions that do not balance.
1047	The Contractor shall provide an aging of all files on Collection Placement.
1048	The Contractor shall provide a report showing the historical records for Collection Placement including but not limited to: <ul style="list-style-type: none"> • number of files sent for Collection Placement (historically); • details of accounts written off and the reason; • details of amounts collected, stage collected and amount of reductions if any; • details of accounts actively in Collection Placement and the current collection stage; • details of accounts on payment plan;

	<ul style="list-style-type: none"> • details of accounts with Civil Judgments;
	<ul style="list-style-type: none"> • details of amounts collected and collection fees paid or due to the Collection Agencies, and
	<ul style="list-style-type: none"> • the above historical information for each individual Collection Agency.
1049	The Contractor shall provide the capability to receive Skip Tracing from the Collection Agencies for the Contractor to mail a pre-collection notice.

1.9.3. Collection Agency System Access (Phase II)

In addition to the electronic Interface between the BOS and the Collection Agencies, the Contractor shall provide the Collection Agencies with role-based, secure access to the BOS to access information about debt which has been placed in Collections allowing them to research customer issues. The BOS shall allow for limited entries to be made such as managing a Case (initiating, updating or closing it) or updating with customer contact events such as phone calls and emails sent or received.

1050	The Contractor shall provide a secure role-based access for the Collection Agencies to access the BOS to research customer issues as described within these Requirements.
1051	The Contractor shall provide unique sign-on credentials for each Authorized User (Collection Agency Staff) and only allow them to access debts which have been placed with their Collection Agency.
1052	The Contractor shall provide auditable functionality that allows each Authorized User (Collection Agency Staff) to view, enter and edit data in the BOS for accounts and Violations with debt placed with their Collection Agency, including but not limited to:
	<ul style="list-style-type: none"> • viewing the account
	<ul style="list-style-type: none"> • Viewing associated images;
	<ul style="list-style-type: none"> • initiating a Case;
	<ul style="list-style-type: none"> • reviewing the status of a Case;
	<ul style="list-style-type: none"> • updating a Case;
	<ul style="list-style-type: none"> • closing a Case (based on permissions) and
	<ul style="list-style-type: none"> • updating customer contact history.

1.9.4. License Plate Registration Hold and Hold Release

When delinquent Violation Notices are past due, a Registration Hold can be placed on the license plate if it meets the conditions for Registration Hold. When the past due amount is brought to a threshold or amount (Configurable) (for example, when the balance is paid or the delinquent Violations are reversed), the Registration Hold may be released. The California DMV supports an electronic Interface for initiating Registration Holds and Registration Hold releases. In the event agreements are entered into with other Jurisdictions or responsible entities, the BOS shall support the Registration Hold/Registration Hold release process with these responsible entities.

1053	The Contractor shall provide the capability to Interface with the Jurisdictions that support license plate Registration Holds/Registration Hold releases or vehicle registration suspension.
1054	The Contractor shall provide the capability to apply and receive authorization from the DMV to act as OCTA's processor of record.
1055	<p>The Contractor shall provide the capability to set and maintain the eligibility parameters for the license plate Registration Hold process based upon criteria (Configurable), including but not limited to any combination of:</p> <ul style="list-style-type: none"> • plate Jurisdiction and Plate Type; • account type; • Flags on the account; • escalation status; • past due toll amount; • past due fee amount; • past due penalty amount; • days past due; • vehicle registration renewal date; • an open Investigative Review or Administrative Hearing; • payment plan status; • length of time since the last escalation was done (Configurable); • number of pre-existing vehicle Registration Holds on a license plate; • Plate Type (temporary plate, permanent plate) and • Vehicle Identification Number.
1056	The Contractor shall provide the capability to automatically request a Registration Hold if the eligibility criteria (Configurable) are met, for example, if license plate has one delinquent Violation that is past due.
1057	The Contractor shall provide the capability to check the vehicle registration renewal date and update the existing ROV information in the BOS.
1058	The Contractor shall provide the capability to place Registration Holds a number of days (Configurable) before or after the license plate renewal date. The BOS shall place the maximum number of Registration Holds per license plate if the license plate has delinquent Violations.

1059	The Contractor shall provide the capability to round down the Violation amount owed to a whole dollar being sent to the DMV for each Violation for which a Registration Hold is being placed.
1060	The Contractor shall provide the capability to automatically create and exchange Registration Hold and release files with the responsible entities.
1061	The Contractor shall provide the capability in the event of a failure to re-try the Registration Hold and release request based on the type of error.
1062	The Contractor shall provide the capability to automatically release the Registration Hold if resolved and/or paid.
1063	The Contractor shall provide the capability to automatically re-request the Registration Hold if a payment that was received resulted in the release of Registration Hold and then the payment is subsequently reversed (for example, if a check is returned or if a chargeback is received).
1064	The Contractor shall provide the capability to accept and process payments records for Violations from the DMV and waive partial amounts remaining on the Violation Notice(s).
1065	The Contractor shall provide the capability to delay the Registration Hold release by a number of days past the payment date (Configurable) by payment type. For example, if the payment was made by check the BOS should delay the Release by seven days.
1066	The Contractor shall provide the capability for Authorized Users to manually initiate the release of a Registration Hold without resolution of past due amounts.
1067	The Contractor shall provide the capability to display Registration Hold and release status on the account including the date of request and status.
1068	The Contractor shall provide the capability for Registration Hold statuses (statuses that Registration Holds go through), including but not limited to: <ul style="list-style-type: none"> • Registration Hold pending; • Registration Hold sent to DMV; • Registration Hold Approved by DMV; • Registration Hold rejected by DMV; • Registration Hold not placed due to error; • Registration Hold release pending; • Registration Hold released by DMV; • Registration Hold released by BOS and • Registration Hold not released due to error.
1069	The Contractor shall provide the capability to automatically display Flags on all account screens based upon current Registration Hold status.

1070	The Contractor shall provide the capability, in the Registration Hold history, to accommodate multiple dates and reject reasons for multiple delinquent amounts and potentially multiple plate numbers.
1071	The Contractor shall provide the capability for Authorized Users to manually place and release Registration Holds and automatically update the BOS with the proper status obtained from the DMV.
1072	The Contractor shall provide the capability to add a DMV hold fee to each transaction successfully placed on hold
1073	The Contractor shall provide the capability to create a payable to DMV for the fee owed to the DMV until the fee is paid through the reduction of the DMV payment file.
1074	The Contractor shall provide the capability to establish a link between a temporary plate and the coordinating permanent plate to allow for hold to be placed on the temporary plate after the issuance of the permanent plate
1075	The Contractor shall provide the capability to perform a review of all accounts prior to sending them for DMV hold.
1076	The Contractor shall provide the capability to reconcile Violations marked as on hold in the BOS with the DMV report.
1077	The Contractor shall provide the capability to prepare a written DMV abstract of hold release for the customer.
1078	The Contractor shall provide the capability to Post the monthly DMV payment to the respective Violations-writing off any remaining cents, recording the source of payment as the DMV, and relieving the DMV Payable for the hold fee
1079	The Contractor shall provide the capability to analyze DMV hold rejects and work with the DMV to resolve any issues to maximize the hold success rate.

1.9.5. Customer-Initiated Reviews

Customers may contest a Violation(s) by initiating an Investigative Review of the Violation(s). If customer disagrees with the decision, the customer may seek an Administrative Review Hearing and ultimately appeal to Superior Court.

1080	The Contractor shall provide the capability to receive Investigative Review requests, including documents uploaded from the Self-Service Website.
1081	The Contractor shall provide the capability track Investigative Reviews through their completion
1082	The Contractor shall provide agreed upon Investigative Review reduction or dismissal codes that are applied to each Violation contained in the review in an efficient manner.

1083	The Contractor shall provide the capability for an Authorized User to select from a list of reduction or dismissal codes that has a corresponding trip/image processing and financial action, if applicable, generate the appropriate correspondence to the customer or violator stating the results of the review and issue any refunds that may be due (for example, if it is determined the license plate was misread and the Violation was issued to the wrong person, the CSR shall select a code "image error" which will automatically do the following: 1) dismiss the Violation assigned the person who requested the review 2) send the images back for image processing 3) generate a letter to the customer dismissing the Violation 4) refund any payments made).
1084	The Contractor shall provide the capability for an Authorized User to select from a list of codes for outcomes that do not result in the reduction or dismissal of the Violation(s) and automatically generates the appropriate correspondence to the customer stating the result of the Investigative Review, reason for non-dismissal, and processes the associated images and trip(s) accordingly.
1085	The Contractor shall provide the capability to provide a written response to every Investigative Review which includes the reasoning behind the resulting decision. The response letters shall be tied to the Violation dismissal codes so they automatically generate when dismissal action is taken
1086	The Contractor shall provide the capability to receive Administrative Review Hearing requests by mail, phone, in-person or online. If by phone, the account shall be marked for Administrative Review Hearing and a means for providing a written statement from the customer provided.
1087	The Contractor shall provide the capability to determine, receive and process the required amount due prior for an Administrative Review Hearing as well as, calculating eligibility for financial hardship exceptions and reduced amounts.
1088	The Contractor shall provide the capability to schedule the Administrative Review Hearings with the customer and Administrative Hearing Officer within the required timeframes and according to the Business Rules.
1089	The Contractor shall provide an Administrative Hearing Officer who meets the requirements in the California Vehicle Code and Authority.
1090	The Contractor shall provide a second review of all Violations for which an Administrative Review Hearing is requested to ensure the Investigative Review was performed accurately and correct any errors or work with the customer to resolve any extenuating circumstances.
1091	The Contractor shall provide a summary of each Case where and Administrative Review Hearing is requested for Authority review within a week of the Administrative Review Hearing request. The Contractor will work the Authority to resolve Cases if needed.
1092	The Contractor shall provide the Configurable capability to define the data set that goes into the Evidence Package, including but not limited to:
	<ul style="list-style-type: none"> • summary sheet;
	<ul style="list-style-type: none"> • BOS and manual notes recorded on the account;

	<ul style="list-style-type: none"> • Cases created for the account;
	<ul style="list-style-type: none"> • transponder status change history;
	<ul style="list-style-type: none"> • each Violation Notice and other Notifications;
	<ul style="list-style-type: none"> • customer correspondence;
	<ul style="list-style-type: none"> • customer contacts;
	<ul style="list-style-type: none"> • DMV or ROV source records or Rental Agreements;
	<ul style="list-style-type: none"> • lane health check report from the ETTM System at the time of the transaction;
	<ul style="list-style-type: none"> • Registered account information if applicable;
	<ul style="list-style-type: none"> • history of non-payment;
	<ul style="list-style-type: none"> • images and
	<ul style="list-style-type: none"> • Recordings of phone calls or scripts of recorded phone calls.
1093	The Contractor shall provide the capability to create the Evidence Package a number of days (Configurable) before the date of the Administrative Review Hearing and print or upload the package to the location specified.
1094	The Contractor shall provide the capability to track information related to the outcomes of Investigative Reviews and Administrative Review Hearings
1095	The Contractor shall provide the capability to offer, establish and manage payment plans for customers who cannot pay the balance due in full.
1096	The Contractor shall provide the capability to provide Investigative Reviews by phone and chat for first contact resolution.
1097	The Contractor shall provide the capability to provide historical data by specified time period for Investigative Reviews and Administrative Review Hearings including but not limited to:
	<ul style="list-style-type: none"> • # requested;
	<ul style="list-style-type: none"> • # closed;
	<ul style="list-style-type: none"> • Resolution by type;
	<ul style="list-style-type: none"> • # outstanding;
	<ul style="list-style-type: none"> • age of outstanding and
	<ul style="list-style-type: none"> • scheduled hearings by date.

1.9.6. System-Generated Evidence Package

1098	<p>The Contractor shall provide the capability to create an Evidence Package containing all information related to the applicable account, violator and Violation Notices, including but not limited to:</p> <ul style="list-style-type: none"> • detailed toll transaction data associated with Violation Notices; • all Violation Notices and Notifications sent to violator; • all correspondence received from violator; • images related to Violations; • all notes related to account, violator and/or Violation Notices and • any other related Unregistered account activity.
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1.10. Customer Satisfaction Survey

The Contractor shall select and provide a Customer Satisfaction Survey Provider Subcontractor to survey customers regarding their experience with the CSC. The BOS will provide the necessary information regarding all customer contacts to the Customer Satisfaction Survey Provider Subcontractor to enable them to survey customers using automated survey tools.

The Contractor shall survey customers through the Services of the Customer Satisfaction Survey Provider Subcontractor. Customer surveys shall be performed through electronic means such as email, through a phone survey, text, via the website or a combination thereof. A survey tool shall be provided which will allow for the creation and Maintenance of a variety of different survey templates. Different survey templates may be selected based on contact channel, individual CSR or account type.

1099	The Contractor shall provide the capability to perform customer surveys through the Customer Satisfaction Survey Provider Subcontractor.
1100	The Contractor shall offer the Survey opportunity to every customer each time they contact the CSC or as requested by the Authority.
1101	<p>The Contractor shall provide information to the Customer Satisfaction Service Provider Subcontractor, which includes but is not limited to:</p> <ul style="list-style-type: none"> • customer name; • contact channel (such as email, phone or walk-in); • customer email address and • CSR name, in the case of customers calling in or chat. clarify for those interactions with CSRs (or other staff).
1102	The Contractor shall provide the capability to track customer contact by contact channel, including but not limited to:

	<ul style="list-style-type: none"> • phone (IVR only, e.g., the customer resolves their issue with the IVR);
	<ul style="list-style-type: none"> • phone (IVR then CSR, e.g., customer contact which started in the IVR and after attempting action, the customer asked to speak with a CSR);
	<ul style="list-style-type: none"> • phone (CSR only, e.g., the customer immediately requested to speak to a CSR);
	<ul style="list-style-type: none"> • chat (CSR only);
	<ul style="list-style-type: none"> • email;
	<ul style="list-style-type: none"> • text;
	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional) and
	<ul style="list-style-type: none"> • walk-in.
1103	The Contractor shall, on each survey, ask if the customer would like to be contacted regarding any unresolved concerns.
1104	The Contractor shall provide customer survey capabilities with a combination of features, including but not limited to: <ul style="list-style-type: none"> • real-time reporting of survey results to the Authority; • real-time Configurable Alerts to the Authority on certain parameters, such as a low survey score (for example, send an Alert each time a customer provides a rating of two or below on any individual question or the survey as a whole) or key word (for example, each time a customer uses certain profane or threatening words); • real-time dashboard-style feedback for Authorized Users (such as a Web interface for CSRs to view survey results for their own calls and scoring, in comparison with their peers) and • survey scoring.
1105	The Contractor shall provide reporting functionality for customer contact data to be provided to the Customer Satisfaction Survey Provider Subcontractor, including but not limited to: <ul style="list-style-type: none"> • date; • account type; • CSR and • contact channel.

1.11. Transponder Inventory

The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, manages the sale and return of transponders to customers, identifies and

manages the transponder recall program, and tracks and manages transponder warranty. Inventory levels are required to be monitored regularly by the Contractor and communicated to the Authority to ensure no disruption in transponder availability.

1.11.1. Inventory Definition and Tracking

The BOS shall keep track of transponders from initial order through final disposal or return to manufacturer.

1106	The Contractor shall provide the capability to validate transponder serial numbers when they are entered into inventory, against the ranges that already exist to ensure that there are no duplicates. This validation shall include the CTOC-issued Facility Code IDs or any corresponding ranges in the future such as ISO 18000-6C and or national Interoperability.
1107	The Contractor shall provide the capability to search the history of a specific transponder entered in the BOS and provide the history of the transponder including account assignment and transactions.
1108	The Contractor shall support the performance of a quarterly physical inventory and monthly reconciliation of transponders.
1109	The Contractor shall provide the capability for an Authorized User to program transponders (for example, reprogram a 2-axle vehicle transponder to a motorcycle transponder).
1110	The Contractor shall provide the capability to manage any number of transponder types, including but not limited to:
	<ul style="list-style-type: none"> • hard-case transponders;
	<ul style="list-style-type: none"> • sticker transponders;
	<ul style="list-style-type: none"> • 6c switchable transponders;
	<ul style="list-style-type: none"> • headlight-mount transponder and
1111	bumper-mount transponders.
	The Contractor shall provide the capability to enter global transponder inventory item attributes, including but not limited to:
	<ul style="list-style-type: none"> • transponder description;
	<ul style="list-style-type: none"> • transponder type;
	<ul style="list-style-type: none"> • model number;
	<ul style="list-style-type: none"> • manufacturer;
<ul style="list-style-type: none"> • lot, case and tray information; 	
<ul style="list-style-type: none"> • version of transponder chip technology; 	

	<ul style="list-style-type: none"> • transponder communication protocol (single or multi) and
	<ul style="list-style-type: none"> • transponder style.
1112	<p>The Contractor shall provide the capability to enter individual transponder inventory item attributes, including but not limited to:</p> <ul style="list-style-type: none"> • model number; • procurement cost; • sales price (Configurable); • purchase price (Configurable); • manufacture date; • date received; • manifest number; • inventory number; • expiration; • date assigned/purchased; • date first used; • location assigned to customer from; • staff/BOS assigned by; • recall date; • replacement; • warranty start date; • warranty period; • swap out date; • end of life date; • purchase order number/statement or invoice number; • agency/facility code; • state code; • transponder ID number; • external barcode number;

	<ul style="list-style-type: none"> • transponder manufacturer’s number;
	<ul style="list-style-type: none"> • transponder class;
	<ul style="list-style-type: none"> • ID number;
	<ul style="list-style-type: none"> • activation code;
	<ul style="list-style-type: none"> • status and
	<ul style="list-style-type: none"> • inventory location.
1113	<p>The Contractor shall provide the capability to enter new transponders into the BOS via several methods, including but not limited to:</p> <ul style="list-style-type: none"> • manually; • file upload and • barcode using a scanner.
1114	<p>The Contractor shall provide the capability to manually upload a file (manifest) with transponder inventory information using an intuitive and user-friendly process with support for multiple data formats. Functionality shall include but not be limited to:</p> <ul style="list-style-type: none"> • a mapping tool which shall enable inventory fields to be mapped to a file; • a browse button to locate the file; • validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented); • validation of file contents including the transponder ID based on valid CTOC issued facility codes and • feedback of successful processing by indicating the number of records updated and unsuccessful updates with reason codes.
1115	<p>The Contractor shall provide the capability to enter transponders in bulk by entering the starting and ending numbers in a range, for example upload inventory by scanning the first transponder’s barcode and the last transponder’s barcode.</p>
1116	<p>The Contractor shall provide the capability to track multiple manufacturer warranties based on manufacturer, transponder type or purchase date.</p>
1117	<p>The Contractor shall provide the capability to track customer warranties based on transponder type or purchase date.</p>
1118	<p>The Contractor shall provide the capability to identify transponders to be sold and their sale price.</p>
1119	<p>The Contractor shall provide the capability to track individual transponders by location at end of day, including but not limited to:</p>

	<ul style="list-style-type: none"> • WIC;
	<ul style="list-style-type: none"> • in transit between customer service locations;
	<ul style="list-style-type: none"> • at one of multiple individual CSRs;
	<ul style="list-style-type: none"> • assigned to an account;
	<ul style="list-style-type: none"> • shipping/receiving locations;
	<ul style="list-style-type: none"> • returned to manufacturer and
	<ul style="list-style-type: none"> • disposed.
1120	The Contractor shall ensure that individual transponders can only be assigned to a single location at any one time.
1121	The Contractor shall provide the capability to restrict transitions among various inventory item locations, for example, transponders in the “assigned to CSR” location cannot go to the “return to manufacturer” location; it can only go to “inventory” location or “account” location.
1122	The Contractor shall provide the capability to assign an inventory status to each individual transponder, including but not limited to:
	<ul style="list-style-type: none"> • on order;
	<ul style="list-style-type: none"> • received;
	<ul style="list-style-type: none"> • tested and ready for issuance;
	<ul style="list-style-type: none"> • active;
	<ul style="list-style-type: none"> • inactive;
	<ul style="list-style-type: none"> • deactivated;
	<ul style="list-style-type: none"> • lost;
	<ul style="list-style-type: none"> • stolen;
	<ul style="list-style-type: none"> • returned;
	<ul style="list-style-type: none"> • awaiting cleaning and testing for reissue;
	<ul style="list-style-type: none"> • disposal;
	<ul style="list-style-type: none"> • damaged;
	<ul style="list-style-type: none"> • defective and
	<ul style="list-style-type: none"> • end-of-life.

1123	The Contractor shall provide the capability to change the status for an individual transponder either manually or automatically.
1124	The Contractor shall provide the capability to set a separate restock threshold for all inventory locations.
1125	The Contractor shall provide the capability to set and maintain the transponder reorder thresholds and ranges for all relevant parameters related to transponder quantity levels and lead-time requirements for replenishment by manufacturer.
1126	The Contractor shall provide the capability to send an Operational Alert Notifications(s) before the transponder reorder (from the manufacturer) thresholds are reached. The Alert level can be a percent (Configurable) or number (Configurable) above the re-order threshold.
1127	The Contractor shall provide the capability to audit the physical inventory at intervals (Configurable) and record the results of the audit.
1128	The Contractor shall provide the capability to test transponders to ensure they are correctly programmed and that the external barcode is correctly correlated to the internal programming.

1.11.2. Transponder Ordering

The Authority will place transponder orders directly with the transponder manufacturer or request that the Contractor place the order directly. Regardless of the method, the creation of the order shall happen within the BOS which allows the purchase order to be recorded, and the order to be tracked, received and loaded into inventory in a manner which reduces manual entry and potential errors. A hard copy document shall be generated and shall be part of an order receiving package to verify receipt and close out the purchase order that was generated by a separate system that is not part of this procurement.

1129	The Contractor shall provide the capability to create transponder orders within the BOS, both for orders placed directly by the Contractor and orders placed directly by the Authority.
1130	The Contractor shall provide the capability to change the status of the order and track the order once the associated purchase order has been placed.
1131	The Contractor shall provide the capability to receive the inventory into the BOS.
1132	The Contractor shall provide the capability to enter information when receiving transponders, including but not limited to:
	<ul style="list-style-type: none"> • verification of delivery of each line item;
	<ul style="list-style-type: none"> • verification of quantities for each line item;
	<ul style="list-style-type: none"> • actual quantity received if it does not match quantity ordered;
	<ul style="list-style-type: none"> • name of person receiving inventory;
	<ul style="list-style-type: none"> • location received;

	<ul style="list-style-type: none"> • date received and
	<ul style="list-style-type: none"> • comments.
1133	The Contractor shall provide the capability to generate a transponder receiving document, including but not limited to:
	<ul style="list-style-type: none"> • items ordered;
	<ul style="list-style-type: none"> • item received;
	<ul style="list-style-type: none"> • quantities ordered;
	<ul style="list-style-type: none"> • quantities received;
	<ul style="list-style-type: none"> • manufacturer or supplier information;
	<ul style="list-style-type: none"> • received by name;
	<ul style="list-style-type: none"> • location received and
	<ul style="list-style-type: none"> • date received.
1134	The Contractor shall provide the capability to make adjustments if the shipment received does not match the original order and track backorders and partial shipments.

1.11.3. Inventory Fulfillment

Transponders are assigned to customers via inventory Fulfillment. Orders can be fulfilled at the same time the order is placed in a WIC. When inventory is ordered online or by phone, the order is fulfilled in the order received.

1135	The Contractor shall provide the capability to create transponder orders either at the time of account creation or when individual requests are initiated subsequent to account creation.
1136	The Contractor shall provide the capability to fulfill transponder orders.
1137	The Contractor shall provide the capability to present transponder Fulfillment requests for Fulfillment in the order received.
1138	The Contractor shall provide the capability to create a transponder sale transaction when inventory order is fulfilled including but not limited to:
	<ul style="list-style-type: none"> • full price sale;
	<ul style="list-style-type: none"> • warranty sale;
	<ul style="list-style-type: none"> • sale at no cost (replacement) and
	<ul style="list-style-type: none"> • discount sale (promos and coupons).
1139	The Contractor shall provide the capability to assign multiple types of transponders to an account and associate the transponder numbers to the account.

1140	The Contractor shall provide the capability to reassign inventory items from one account to another.
1141	The Contractor shall provide the capability to replace an existing individual transponder on an account with a different transponder.
1142	The Contractor shall provide the capability to issue individual transponders to customers via mail and at WICs.
1143	The Contractor shall provide the capability to distinguish orders for first time customers separate from existing customers in case additional literature is to be included with the order for new or existing customers only (such as a welcome package).
1144	The Contractor shall provide the capability for transponders delivered by USPS to be activated 24 hours after shipment.
1145	The Contractor shall provide the capability to automatically recognize vehicles with metal oxide windshields by use of a list the Contractor maintains and automatically issue an exterior tag at time of account opening, vehicle addition or transponder request.
1146	The Contractor shall provide the capability to automatically recognize motorcycles by their license plate configuration or information provided by the customer and issue them an exterior transponder at the time of account opening, vehicle addition or transponder request.
1147	The Contractor shall issue a sticker tag (interior or exterior) for every plate listed on the account unless the customer identifies that the vehicle will only be used on a short-term basis, such as rental cars.
1148	The Contractor shall provide the capability to track customer transponder orders as a single order regardless of the number of items requested. For example, if a customer wants one bumper-mount transponder and two switchable transponders, that order shall be a single customer transponder order.
1149	The Contractor shall provide the capability for transponder orders to be searched, for order(s) that meet specified criteria, which can then be viewed, immediately fulfilled, modified or canceled.
1150	The Contractor shall provide the capability to make modifications to the transponder orders prior to fulfilling them. For example, a CSR may need to change the transponder type because the customer's vehicle requires an externally mounted transponder (bumper mount), or add another transponder to the order based on a customer request.
1151	The Contractor shall provide a single customer Fulfillment receipt detailing the entire order. This receipt shall show the vehicle license plate number(s), type, Jurisdiction, make, model, color, transponder(s) or other inventory item(s) quantities, backordered quantities, sale or lease amounts, payment amount and any associated Account Plan(s), if applicable, for each transponder included in that order.
1152	The Contractor shall provide the capability to generate a mailing label or print directly on the mailing envelope when fulfilling inventory orders by mail.
1153	The Contractor shall provide the capability to batch transponder distribution to improve the efficiency of the order Fulfillment process, including but not limited to:

	<ul style="list-style-type: none"> • identify open transponder orders and assign transponders to the accounts automatically;
	<ul style="list-style-type: none"> • create batches by transponder type and order type (new, replacement or additional);
	<ul style="list-style-type: none"> • transmit data to the mailing services to generate mailing labels by batch;
	<ul style="list-style-type: none"> • print transponder receipts;
	<ul style="list-style-type: none"> • track the mailing of transponders to customers and
	<ul style="list-style-type: none"> • Batch by zip code for the purposes of receiving bulk mailing discounts.
1154	The Contractor shall provide the capability to perform a quality check of the transponder mailing packages before they are mailed to the customers.
1155	The Contractor shall provide the capability for transponder receipts to be provided to the customer when the Fulfillment takes place in person.
1156	The Contractor shall provide the capability to notify the customer that a transponder(s) has been placed in the mail.
1157	The Contractor shall provide the capability to activate transponders when they are assigned to the account or with a Configurable delay in days when mailed.
1158	The Contractor shall provide the capability to return transponders to stock and update the order, if applicable while preserving full traceability. For example, if a transponder comes back in returned mail, the BOS shall retain the history of the account that the transponder was added to and that the transponder came back undeliverable.
1159	The Contractor shall provide the capability to issue more than one transponder type per vehicle.
1160	The Contractor shall provide the capability to ask the customer if they will need a switchable transponder for carpooling.
1161	The Contractor shall provide the capability to provide the amount due for transponders and allow the customer to override the transponder order.
1162	The Contractor shall provide the capability to guide the customer through the transponder type and quantity: sticker for every car, external for problem vehicles and motorcycles, switchable for carpoolers.
1163	The Contractor shall provide the capability to flag a sticker transponder in an eligible CAV after Configurable # of reads of the vehicle with the authorized eligible CAV plate.
1164	The Contractor shall provide the capability to flag a sticker transponder in a disabled plate vehicle after a number of Configurable reads in the vehicle with the authorized plate.
1165	The Contractor shall provide the capability to provide replacement transponders and calculate the amount due, if any, and restart the vehicle to tag association for eligible CAV and other Special Access Plan vehicles according to the Business Rules.

1.11.4. Transponder Inventory Recycling

The Contractor will test returned transponders and return to usable inventory those that meet the Business Rules.

1166	The Contractor shall provide the capability to process returned transponders back into the BOS for reissue when the transponders appears to be in good condition and has not reached the end of its useful life.
1167	The Contractor shall receive and return to inventory and issue the customer a credit according to the Business Rules.
1168	The Contractor shall provide the capability to assign returned transponders identified as being re-issuable to a box for tracking and reissue purposes.

1.11.5. Transponder Testing

Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Equipment required for testing of transponder will be provided by the Authority.

1169	The Contractor shall provide the capability to test transponders using the transponder reader/tester.
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1.11.6. Transponder Warranty Replacement for the Customer

Functionality will be required to support customer warranty returns and replacements.

1170	The Contractor shall develop transponder replacement Business Rules based on the transponder type, account type and age of the transponder.
1171	The Contractor shall provide the capability for a customer to request a replacement transponder by all communication channels and at the WIC.
1172	The Contractor shall provide the capability to create a Case for each replacement request initiated by the customer.
1173	The Contractor shall provide the capability for customers to return their old transponder to a WIC and receive a replacement transponder or credit to their account immediately according to Business Rules.
1174	The Contractor shall provide the capability for customers to return transponders to the Authority and receive a refund of the purchase price if the transponder is defective or unused within a Configurable time period.
1175	The Contractor shall provide the capability to send the customer a self-addressed return envelope to send the old transponder(s) back if the customer contacts the BOS via all communications channels to return a transponder(s).
1176	The Contractor shall provide the capability to send a replacement transponder to the customer upon the receipt of a replacement request.
1177	The Contractor shall provide the capability to track the return of the old transponder and update the account upon the successful receipt of the old transponder.
1178	The Contractor shall provide the capability to generate Alerts if an account has more than a number (Configurable) of replacement claims.

1.11.7. Inventory Warranty and Returns to Manufacturer

1179	The Contractor shall provide the capability to enter, modify and delete transponder manufacturer information, including but not limited to:
	<ul style="list-style-type: none"> • name;
	<ul style="list-style-type: none"> • contact person;
	<ul style="list-style-type: none"> • full address;
	<ul style="list-style-type: none"> • phone numbers;
	<ul style="list-style-type: none"> • rules for returns and
	<ul style="list-style-type: none"> • minimum number of transponders per return shipment.
1180	The Contractor shall provide the capability to create a Return to Manufacturer (RMA) number and associated packing list by manufacturer for each RMA shipment.
1181	The Contractor shall provide the capability for the opening, tracking and closing of RMA shipments by RMA number.
1182	The Contractor shall provide the capability to add or remove specific items from an RMA shipment.
1183	The Contractor shall provide the capability to track warranty payment or replacement transponders due from the manufacturer for returns under warranty.
1184	The Contractor shall provide the capability to pro-rate the warranty period of the returned transponder based on the warranty left on the transponder identified for warranty return.
1185	The Contractor shall provide the capability to accept a spreadsheet that maps old transponders to the new transponders in order to identify the remaining warranty.

1.12. Customer Portals

The Authority will be responsible for the Self-Service Website with exception of the “my account” section, which is the responsibility of the Contractor.

Customers can obtain access to their accounts via customer portals which include the Self-Service Website and the Self-Service Mobile Application (Phase II and optional). These customer portals provide access to real-time account data. The Self-Service Website allows customers to establish accounts, manage their accounts and manage Violations.

1.12.1. Self-Service Website

1186	The Contractor shall have experienced internal resources and/or partners with significant, demonstrable Self-Service Website development expertise in using the latest frameworks, tools, navigation and look and feel to optimize the customer experience.
1187	The Self-Service Website shall have a sophisticated, standards-driven, front-end framework that is device and browser agnostic, and is completely responsive to all mobile devices.

1188	The Contractor’s solution shall facilitate the use of single code bases that can be delivered across platforms and devices and streamline the primary and Regression Testing required when deploying Software updates and Enhancements.
1189	The Contractor shall be responsible for the “my account” portion of the Self-Service Website only. The Contractor shall be responsible for hosting the entire Self-Service Website including Authority controlled content.
1190	The Contractor shall provide the capability for the Authority’s designated users to access and update Authority provided content to static pages in accordance with Approved change management procedures.
1191	The Contractor shall use the header/footer provided by the Authority and the Contractor shall be responsible for formatting header/footer in accordance to the Authority portion of the website, including all further updates, Upgrades and Enhancements to the application.
1192	The Contractor shall provide a secure Self-Service Website in English and Spanish and all external Interface portals, that shall be compatible with the versions most utilized by the public and future version releases of the following browsers, including but not limited to:
	<ul style="list-style-type: none"> • Microsoft Internet Explorer;
	<ul style="list-style-type: none"> • Microsoft Edge Browser;
	<ul style="list-style-type: none"> • Mozilla Firefox;
	<ul style="list-style-type: none"> • Google Chrome;
	<ul style="list-style-type: none"> • Apple Safari;
	<ul style="list-style-type: none"> • any other browser reaching five percent market penetration, as Approved by the Authority and
	<ul style="list-style-type: none"> • smartphone/tablet/mobile browsers.
1193	The Contractor shall provide the capability for customers to perform all actions or get information they might ask of a CSR on the Self-Service Website, with certain exceptions based on following a process requiring a specific user role, interaction with a CSR or due to security concerns.
1194	The Contractor shall provide the capability for customers to view, export and print all statements
1195	The Contractor shall provide capability for a customer to search the website for key words or key phrases.
1196	The Contractor shall provide quick links to most frequently used pages
1197	The Contractor shall provide Web navigation optimized for speed regardless of the Web browser used on the secure Self-Service Website.
1198	The Contractor shall provide the capability to support the expiration of cookies.
1199	Detect and advise users of the Self-Service Website if the browser used is old or not supported.
1200	The Contractor shall provide a Self-Service Website accessible on a range of mobile devices, irrespective of differences in presentation capabilities and access mechanisms, including but not limited to smartphones and tablet computers.

1201	The Contractor shall provide a Self-Service Website that paginates content in various ways corresponding to differences in viewing device characteristics. The navigation structure of the site, and its technical realization shall vary according to the device class being served.
1202	The Contractor shall provide a Self-Service Website that supports the latest versions of mobile operating systems, including but not limited to:
	<ul style="list-style-type: none"> • Apple iOS;
	<ul style="list-style-type: none"> • Android Web operating system;
	<ul style="list-style-type: none"> • Windows Phone operating system and • any other browser reaching five percent market penetration, as Approved by the Authority.
1203	The Contractor shall provide a Self-Service Website that supports the latest versions of mobile browsers, including but not limited to:
	<ul style="list-style-type: none"> • Safari;
	<ul style="list-style-type: none"> • Google Chrome and
	<ul style="list-style-type: none"> • any other browser reaching five percent market penetration, as Approved by the Authority.
1204	The Contractor shall provide Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools that supports all required browsers for the measurement, collection, analysis and reporting of internet data for purposes of understanding and monitoring performance, optimizing website usage, business and market research and to assess and improve the effectiveness of the Self-Service Website. The Web analytics tools shall track all usage on the Self-Service Website including but not limited to:
	<ul style="list-style-type: none"> • number of individual hits by screen;
	<ul style="list-style-type: none"> • number of specific activities performed;
	<ul style="list-style-type: none"> • number of page views;
	<ul style="list-style-type: none"> • number of repeat visitors versus new visitors;
	<ul style="list-style-type: none"> • bounce rate;
	<ul style="list-style-type: none"> • abandonment rate;
	<ul style="list-style-type: none"> • usage reports, for example click-through and navigation reports that monitor efficiency in navigation;
	<ul style="list-style-type: none"> • continual monitoring of total time to load the website;
	<ul style="list-style-type: none"> • continual monitoring of website page load times;
	<ul style="list-style-type: none"> • continual monitoring of individual element load times;
	<ul style="list-style-type: none"> • continual monitoring of login availability and
	<ul style="list-style-type: none"> • continual monitoring of overall application availability.

1205	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools shall be integrated with the PMMS for notification of performance issues.
1206	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) shall provide Configurable real-time reporting for all services monitored and data collected.
1207	The Contractor shall provide a Self-Service Website that supports the addition of sponsored advertisements Approved by the Authority.

1.12.1.1. Account Access and Security

1208	The Contractor shall provide the capability to control the features and capabilities available to customers based on the account type.
1209	The Contractor shall provide the capability for a customer to select a PIN upon account establishment.
1210	The Contractor shall provide the capability for a customer to create a username and password upon account establishment. <ul style="list-style-type: none"> • The web server shall support username and password strength requirements as determined during the Implementation Phase and documented in the Business Rules and • the web server shall support two-factor authentication and provide user configurability to enable or disable.
1211	The Contractor shall provide the capability for a user account session time out after a period of inactivity (Configurable).
1212	The Contractor shall provide the capability for an Authorized User to set, based on user-role, the length of inactivity time before a session time out.
1213	Prevent customers from accessing the BOS after a number of failed login attempts (Configurable) within an amount of time (Configurable) and send an Alert message to the PMMS.
1214	The Contractor shall provide the capability for the BOS to automatically reset the customers' access to the BOS after a Configurable amount of time has elapsed since the last unsuccessful login attempt.
1215	The Contractor shall provide the capability for Authorized Users to reset the customer's access to the BOS after the customer's access has been locked due to unsuccessful log on attempts.
1216	The Contractor shall provide the secure capability, without Authorized User interaction, for customers to gain online access to their existing account(s) when they have forgotten their username and/or password. Data necessary to gain online access shall differ depending on account type.
1217	The Contractor shall provide the capability to upon the first logon require the user to complete up to five (5) security challenge questions and answers for use in future account access.
1218	The Contractor shall provide the capability to reset the PIN.

1219	The Contractor shall provide the capability to reset the password with requirements for password strength and reuse of previous password restrictions.
1220	The Contractor shall provide the capability to change username.
1221	The Contractor shall provide the capability to manage (add/delete/modify) security questions.

1.12.1.2. Account Establishment and Maintenance

1222	<p>The Contractor shall provide an account creation process that logically leads a customer via the Self-Service Website through all of the necessary steps to create an account including, but not limited to:</p> <ul style="list-style-type: none"> • Account type; • Account plan; • Name (primary and secondary); • Contact information (billing and shipping); • Email address; • Vehicle information; • Transponder requests; • Payment information; • Statement and correspondence method of delivery; • Opt-in for various communications (texts, e-blasts, statements, marketing) and • Opt-in for customer survey.
1223	The Contractor shall provide the capability for a customer with an Unregistered account to open a Registered account without having to enter the name, address or vehicle information including the vehicle effective date equal to the first Violation transactions. The customer shall be able to make a single payment for the Violation amount due and the account establishment amount.
1224	The Contractor shall provide on-screen guidance to the customer via the Self-Service Website during the account creation process regarding missing or improperly formatted information. The customer shall not be able to move to the next step until the required information is provided in the appropriate format and the proper action shall be clearly identified.
1225	The Contractor shall provide the capability when opening a new account to automatically identify other account(s) associated with that account name or address and create a Case to allow a CSR to determine whether or not the account is a duplicate.
1226	The Contractor shall provide the capability for the selection of account type and account preferences during the establishment of an account based on anticipated usage and other requirements.
1227	The Contractor shall provide the capability, when adding contact information, to assist the customer by requiring zip code be entered first, then providing a pre-populated city and

	stat. Upon entry of a street address, the BOS should populate options for selection in the USPS standardized address format.
1228	Require that the Authority's terms and conditions and privacy policy are acknowledged and a record of that acknowledgment saved in the BOS prior to establishing an account.
1229	The Contractor shall provide the capability for customers to set and modify preferred communication channels.
1230	The Contractor shall provide the capability for the customer to update all information on their account.
1231	The Contractor shall provide the capability to require a customer to accept revised account terms and conditions and privacy policy upon log in if a change is made to the account terms and conditions or privacy policy.
1232	The Contractor shall provide the capability for electronic email address confirmation during the account creation process. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the account. Upon validation, the BOS shall allow for the account creation process to be completed.
1233	The Contractor shall provide the capability for any subsequent additional email addresses added, to perform the email address validation process prior to finalizing the entry on the account. A message shall be displayed indicating the email address shall not be added until the validation process is complete.
1234	The Contractor shall provide the capability for sending an account summary/profile to the customer upon a successful account creation process. The account summary/profile shall also be provided in a printer-friendly format.
1235	The Contractor shall provide the capability for customers to specify "how did you hear about us?" during the account creation process.
1236	The Contractor shall provide the capability for customers to be asked a series of marketing questions (Configurable).
1237	The Contractor shall provide customers with a running amount due (details and summary) as they proceed through the account set-up process including but not limited to: <ul style="list-style-type: none"> • account fee at time of account establishment; • prepaid balance amount; • transponder cost amount and • Violation amounts.
1238	The Contractor shall provide the capability for a customer to close his/her Registered account.

1.12.1.3. Payment Processing

To provide a customer experience that is intuitive, efficient and meets the needs of a self-service oriented customer, the BOS must provide a well-designed and logical customer self-service payment setup and management process

1239	The Contractor shall provide the capability to determine the payment methods available (Configurable) based on account type.
1240	The Contractor shall provide the capability for the manual replenishment (via existing payment methods on the account) of Registered accounts.
1241	The Contractor shall provide the capability for the customer to set up an automated recurring replenishment via Credit Card and ACH.
1242	The Contractor shall provide the capability for violators to view the images (in compliance with PII requirements) associated with the Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation and make payments or initiate a dispute by entering the pertinent dispute information.
1243	The Contractor shall provide the capability to automatically create a Case and populate it with all pertinent information when a violator disputes a Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation.
1244	The Contractor shall provide the capability for the violator to upload file(s) supporting the dispute and automatically associate those files to the Case.
1245	The Contractor shall provide the capability for violators to make a payment and have it applied towards a specific item on the account or the entire balance due, for example Violation Notices, penalties and fees.
1246	The Contractor shall provide the capability to Configure whether or not to allow partial payments for Violation-related activity.
1247	The Contractor shall provide the capability to allow for the payment of Violations and an account replenishment with one payment.
1248	The Contractor shall provide the capability for a customer to intuitively and efficiently add the violating license plate/vehicle to an account, for which they have login access, and have the BOS verify to the customer that the license plate has been added and the transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot Post to the account or the license plate cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.
1249	The Contractor shall provide the capability, in accordance with the Business Rules, for a customer to intuitively and efficiently establish an account via a “sinner to saint” process offered to violators that meet certain criteria. The BOS shall verify that the account has been created, the license plate/vehicle has been added and transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot Post to the account or the license plate/vehicle cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.
1250	The Contractor shall provide the capability that once a Violation transaction/trip is transferred to an account, all other eligible Violations automatically transfer to the account in Accordance with the Business Rules.
1251	The Contractor shall provide the capability during the Violation payment process to notify Interoperable/CTOC Agency customers of the process and time constraints for updating

	their account to allow for the Posting of the transactions/trips to their account through the Interoperable/CTOC Agency.
1252	The Contractor shall provide the capability to allow for a primary and secondary Credit Card and provide a processing sequence for when to process each or let the customer select via the website for a one-time payment.
1253	The Contractor shall provide the capability for Violation transaction/trip payments using only the license plate number, Plate Type, Jurisdiction and/or other information (Configurable and based on Business Rules) for authentication.
1254	The Contractor shall provide the capability to prevent customers from making payments in excess of a Configurable amount based on account type.
1255	The Contractor shall provide the capability to configure whether or not customers are allowed to make payments to their accounts for amounts in Collections.
1256	The Contractor shall provide the capability to display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to customer being allowed to submit a payment.
1257	The Contractor shall provide a clear summary of charges to be processed and require customer confirmation prior to processing payment.

1.12.1.4. Vehicles, License Plates and Transponders

1258	The Contractor shall provide the capability for customers to request and pay (sale) for new transponders.
1259	The Contractor shall provide the capability for the customer to request a replacement transponder indicating which transponder is being replaced and the BOS should automatically determine the age of the transponder to determine if there is a charge for the replacement according to the Business Rules.
1260	The Contractor shall provide the recommended number and types of transponders in accordance with the customer request and the Business Rules.
1261	The Contractor shall provide the capability to identify vehicles which require an external transponder and Flag them for an external headlamp transponder.
1262	The Contractor shall provide the capability for customers to deactivate a transponder.
1263	The Contractor shall provide the capability to allow for the deactivation of a transponder and reactivation of a transponder.
1264	The Contractor shall provide the capability for customers to add, delete and update a beginning and end date/time for a specific vehicle and license plate at the account level. For example, a customer may wish to add a vehicle on the account for a limited amount of time.
1265	The Contractor shall provide the capability to identify temporary plates and include the expiration date for use in reminding the customer to provide the permanent plate. The temporary plate and permanent plate shall be properly linked with the vehicle and account to facilitate proper System processing and customer service.
1266	The Contractor shall provide the capability for customers to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be

	Configurable. Upon back dating provide the customer with the amount due allowing for a one-time payment for the amount due or payment from the prepaid balance.
1267	The Contractor shall provide the capability for customers to add, delete and manage vehicles.
1268	The Contractor shall provide drop down lists of vehicle makes and models.
1269	The Contractor shall provide the capability to inform the customer at the time of addition if a vehicle plate is active on another account and have them confirm that they want to continue with the addition.
1270	The Contractor shall provide the capability to identify motorcycle vehicle plates using the DMV plate configuration and Flag them for an external headlamp transponder.
1271	The Contractor shall provide the capability to allow the customer to indicate a disabled plate or disabled veteran plate and upload the required supporting documentation and flagging the account for approval by a CSR.
1272	The Contractor shall provide the capability to identify qualified clean air vehicles through the DMV file or customer provided documentation through a document upload and Flag for Clean Air Vehicle validation.
1273	The Contractor shall provide the capability (Configurable) for customers to upload a file with vehicles and associated information, using an intuitive and user-friendly process that supports multiple data formats, for example delimiter-separated data or Excel. Functionality shall include but not be limited to: <ul style="list-style-type: none"> • a browse button to locate the file; • validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented); • on-screen feedback of successful processing by indicating the number of vehicles imported and • send email Notification of successful import.
1274	The Contractor shall provide a downloadable sample vehicle file and data definition document with instructions for each supported format.
1275	The Contractor shall provide detailed instructions regarding the process to upload vehicle information.
1276	The Contractor shall provide the capability to automatically identify account(s) associated with a license plate being added to an account, including but not limited to: <ul style="list-style-type: none"> • violator account with unresolved Violations; • accounts in bad standing; • accounts closed in bad standing; • accounts with debt in Collections; • accounts in bankruptcy and • accounts where the license plate is active on another account.

1277	The Contractor shall provide the capability to either (determined during design) automatically initiate a Case and direct the customer to call the CSC or get a warning and allow the customer to proceed when the license plate they are attempting to add to their account is active on another account, other than a rental car account.
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1.12.1.5. Notifications

1278	The Contractor shall provide the capability for customers to log in, view and print the Notifications associated with their account.
1279	The Contractor shall provide the capability for customers to view and print past account statements or invoices, or to generate an on-demand account statement or invoice (in both PDF or CSV formats), based on selection criteria for all account types.
1280	The Contractor shall provide the capability for violators to view and print Violation Notices including all associated Violation images.
1281	The Contractor shall provide the capability to access Violation Notices, citations and/or collection letters associated with Unregistered accounts and make payments. These documents can be accessed by the violator using the vehicle license plate number and Jurisdiction and the violator account number (or other information to be defined during the Implementation Phase).
1282	The Contractor shall provide the capability upon logging into the account, provide the customer with customized special messages regarding their account such as credit card expired, payment declined, temp plate expired, pay by plates occurring on a specific vehicle.
1283	The Contractor shall provide the capability to display Notifications (Configurable), including but not limited to: <ul style="list-style-type: none"> • allowable Flags related to the account; • transponder in certain status, for example, lost or stolen; • dispute status; • payments and • other information which the Authority wants presented to the customers and other website visitors.

1.12.1.6. Website - Other Functionality

1284	The Contractor shall provide the capability to view transactions history and associated vehicle images for each Image-Based Transaction/Trip. The Contractor shall properly address PII compliance during design.
1285	The Contractor shall provide the capability to initiate disputes.
1286	The Contractor shall provide the capability for a customer to upload a file, including pdf, all Microsoft Excel and Word files, text files, all types of image files and csv files, and have it associated to the account and Case, if applicable. Such uploads shall be structured within a specific process where a category can be assigned and a Case opened for an Authorized User to verify, for example additional evidence for a dispute, or police report for a stolen vehicle.

1287	The Contractor shall provide the capability to limit the types of transactions, screens and activities customers can access via the Self-Service Website based on account type, including but not limited to:
	<ul style="list-style-type: none"> • account Flags;
	<ul style="list-style-type: none"> • account balance;
	<ul style="list-style-type: none"> • account status;
	<ul style="list-style-type: none"> • based on Security Standards and PII and
	<ul style="list-style-type: none"> • based on Business Rules.
1288	The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the Self-Service Website.
1289	The Contractor shall provide the capability for customers to enroll in various Account Plans.
1290	The Contractor shall provide the capability for customers to enter promotion codes on their accounts.
1291	The Contractor shall provide the capability for customers to set “opt in” and “opt out” options for certain Notification types, including but not limited to:
	<ul style="list-style-type: none"> • statements;
	<ul style="list-style-type: none"> • account -related Notifications;
	<ul style="list-style-type: none"> • texts;
	<ul style="list-style-type: none"> • marketing/newsletters and
	<ul style="list-style-type: none"> • customer surveys.
1292	The Contractor shall provide the capability for customers to enter requests or customer feedback and add a feedback category via drop-down menu options.
1293	The Contractor shall provide the capability to open a Case.
1294	The Contractor shall provide the capability to create Cases for customer requests including but not limited to:
	<ul style="list-style-type: none"> • requests for new accounts;
	<ul style="list-style-type: none"> • toll charges to their account;
	<ul style="list-style-type: none"> • general customer requests via “contact us”;
	<ul style="list-style-type: none"> • inventory requests;
	<ul style="list-style-type: none"> • disputes and
	<ul style="list-style-type: none"> • request for call back.
1295	The Contractor shall provide the capability to view Case(s) associated with the account.
1296	The Contractor shall provide secure chat capabilities where account holders can exchange messages with an Authorized User.

1297	The Contractor shall provide page(s) for information on hours of operation and locations for WICs.
1298	The Contractor shall provide page(s) for information on hours of operation and phone numbers for the CSC.
1299	The Contractor shall provide page(s) for general information about tolls and toll collection.

1.12.2. Self-Service Mobile Application (Phase II and Optional)

The Contractor shall provide a Self-Service Mobile Application.

1300	The Contractor shall provide a Self-Service Mobile Application specifically designed to operate with smartphones and tablets.
1301	The Contractor shall provide the capability to access the native functionality of the mobile device to provide enhanced account management and payment functionality. For example, access to the camera or to mobile payment options.
1302	The Self-Service Mobile Application shall provide the same functionality and informational pages as the Self-Service Website, including but not limited to:
	<ul style="list-style-type: none"> • all account update functions;
	<ul style="list-style-type: none"> • all account transaction, payment and other history;
	<ul style="list-style-type: none"> • all payment functionality;
	<ul style="list-style-type: none"> • all notification functionality;
	<ul style="list-style-type: none"> • all transponder management functionality;
	<ul style="list-style-type: none"> • informational pages and • other functionality determined during the Implementation Phase.
1303	The Contractor shall provide native mobile application capabilities on the Self-Service Mobile Application, including but not limited to:
	<ul style="list-style-type: none"> • push Notifications and • location-based Services.
1304	The Self-Service Mobile Application shall provide access to the top five (5) United States mobile payment applications, as Approved by the Authority's, that require access to device specific functions.
1305	The Contractor shall provide the capability for processing of all potential payments as well as account replenishment via the implemented mobile payment applications.
1306	The Contractor shall provide a Self-Service Mobile Application that supports the addition of sponsored ads Approved by the Authority.

1.13. Customer Contact Systems

1.13.1. Telephony Systems Requirements

The Contractor is required to provide, operate and maintain the telephony system at all CSC and WIC locations (with the exception of the OCTA Store WIC).

1307	The Contractor shall provide a telephony system including an automated call distributor (ACD) that is fully integrated with the BOS for capable of simultaneously handling inbound/outbound customer calls, all CSC Operations calls and on-site BOS personnel internal calls. The telephony system shall be capable of meeting all current and future capacity Requirements.
1308	The telephony system shall meet all future capacity requirements.
1309	The Contractor shall provide a telephony system meeting the following, including but not limited to: <ul style="list-style-type: none"> • fully integrated with the functional BOS; • fully integrated into the Desktop Environment; • fully integrated into all CSC Operations Facilities and • supports all related functional Requirements contained herein.
1310	The Contractor shall provide a telephony system which is designed to meet the Performance Measures and availability Requirements.
1311	The Contractor shall provide sufficient Session Initiation Protocol (SIP), or equivalent, to support 200 percent of the anticipated call volumes.
1312	The Contractor shall provide a real-time telephony dashboard that allows the Authority and CSC management to monitor the call handling performance.
1313	The Contractor shall provide full integration between the telephony system and the BOS, including but not limited to: <ul style="list-style-type: none"> • association of all customer inbound/outbound calls with the account; • association of detail regarding the customer contact with the account, for example, wrap codes and ad-hoc Authorized User entered information and • the availability, via the BOS application account screens, of all customer contact records.
1314	The Contractor shall provide the capability for the telephony system to be trained to identify key words/phrases and notify an Authorized Users in real-time or upon request.
1315	The Contractor shall provide an integrated CSR quality review functionality such that the reviewer can listen to the call, watch the recorded screen movements and score the call against the Configured criteria.
1316	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the call.
1317	The Contractor shall provide the capability for Authorized Users to add/delete/modify survey questions for an after-call survey.

1318	The Contractor shall provide the capability for the telephony system to provide a survey for the customers after the call.
1319	The Contractor shall provide the capability for Authorized Users to obtain the results of the after-call survey.
1320	The Contractor shall provide the capability to allow a supervisor to monitor or participate in real time the phone conversations between the CSR and the customer and view CSR screen navigations, including but not limited to:
	<ul style="list-style-type: none"> • just listen;
	<ul style="list-style-type: none"> • listen and talk only to CSR (coach) and
	<ul style="list-style-type: none"> • participate in a three-way call with the customer.
1321	The Contractor shall provide the capability for the Authority to remotely and non-intrusively monitor live calls.
1322	The Contractor shall provide the capability for the Authority to remotely review all recorded calls randomly or specifically categorized by, including but not limited to:
	<ul style="list-style-type: none"> • CSR;
	<ul style="list-style-type: none"> • call subject;
	<ul style="list-style-type: none"> • specific customer account;
	<ul style="list-style-type: none"> • call date/time;
	<ul style="list-style-type: none"> • escalation and • customer behavior.
1323	The Contractor shall provide the capability for English and Spanish language options.
1324	The Contractor shall provide automated call routing based on customer selections. For example, if the customer selects the Spanish language option and then wishes to pay a Violation Notice, the call is sent to a Spanish-speaking CSR with the ability to accept payments.
1325	The Contractor shall provide automated call distribution, including conditional routing to qualified Authorized Users.
1326	The Contractor shall provide for call routing based on conditions, including but not limited to:
	<ul style="list-style-type: none"> • time of day;
	<ul style="list-style-type: none"> • day of week;
	<ul style="list-style-type: none"> • Holiday schedule;
	<ul style="list-style-type: none"> • planned outage;
	<ul style="list-style-type: none"> • wait times (Configurable) and • call volumes (Configurable).

1327	<p>The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to call handling, including but not limited to:</p> <ul style="list-style-type: none"> • service levels; • skill levels; • language selection; • phone number and hours of operation for contact center; • locations of WICs; • remote/other call handling locations; • conditional escalations; • prioritization of queues; • call routing rules; • call recording rules; • call wait-time rules; • music on hold selections and • message on hold selections.
1328	The Contractor shall provide the capability to specify and manage service levels.
1329	The Contractor shall provide the capability to notify Authorized Users regarding service level performance.
1330	The Contractor shall provide the capability to automatically move contacts between service groups to meet service levels and key performance indicators.
1331	The Contractor shall provide the capability to prioritize contacts.
1332	The Contractor shall provide the capability to reprioritize contacts in queue.
1333	The Contractor shall provide the capability to restrict outbound calling to only specific users.
1334	The Contractor shall provide the capability to make outbound pre-recorded calls.
1335	The Contractor shall provide the capability to manage outbound call campaigns.
1336	The Contractor shall provide the capability to manually initiate automated outbound calls to accounts that meet specified criteria (for example, initial collections activities based on information provided by the Collections Agencies).
1337	The Contractor shall provide the capability for Authorized Users to be designated for both outbound and inbound calling.
1338	The Contractor shall provide the capability to record and activate new initial messages to be heard by all callers, for example Maintenance messages that the IVR is down or that the CSC is closing early.

1339	The Contractor shall provide the capability for virtual queuing, which allows customers to hang up while still keeping their place in the queue and receive a call a back when it is their turn rather than waiting on hold.
1340	The Contractor shall provide the capability to notify callers of the estimated wait time either on hold or for a call back.
1341	The Contractor shall provide expected wait time messages during the time the customer is on hold.
1342	The Contractor shall provide recorded audio while customers are on hold.
1343	The Contractor shall provide the capability to record messages to be played to on-hold customers.
1344	The Contractor shall provide for the interspersing of music for pre-recorded on-hold messages.
1345	The Contractor shall provide computer telephony integration to the BOS to display the user account, including but not limited to: <ul style="list-style-type: none"> • screen pop based on inbound caller ID; • screen pop based on caller-entered information and • screen pop notifying CSR that customer has successfully authenticated.
1346	The Contractor shall provide the capability for all inbound and outbound calls to be recorded.
1347	The Contractor shall provide the capability to prevent recording, transmitting, or storage of Credit Card information within or through the BOS or OCTA network, for example, for the purpose of tokenization, transfer the warm call to the Merchant Service Provider for payment and once payment is completed transfer back to CSR.
1348	The Contractor shall provide workforce management tools, including but not limited to: <ul style="list-style-type: none"> • forecasting contact volume based upon historical trends; • managing key performance indicators; • dashboard monitoring of key performance indicators; • real-time reports for monitoring key performance indicators and • call recording on demand or automatically.
1349	The Contractor shall provide supervisory management tools, including but not limited to: <ul style="list-style-type: none"> • manage call recording profile by Authorized User; • chat electronically with Authorized Users; • silently monitor calls; • initiate a three-way call; • remove the Authorized User from the call; • access real-time agent performance statistics and

	<ul style="list-style-type: none"> • access real-time group performance statistics.
1350	The Contractor shall provide the capability for Authorized Users (for example Authority staff) to remotely access real-time and historical performance information, including but not limited to:
	<ul style="list-style-type: none"> • overall customer call queue information;
	<ul style="list-style-type: none"> • all wait time and call handling times;
	<ul style="list-style-type: none"> • specific call queue information, for example, information about only the Spanish queue or the dispute queue;
	<ul style="list-style-type: none"> • chat queue information;
	<ul style="list-style-type: none"> • key performance indicators and
	<ul style="list-style-type: none"> • active Authorized Users.

1.13.2. IVR System

The IVR System allows allow customers to perform all actions that they might ask of a CSR with the exception of certain functions that are specific to the role of an Authorized User, for example adding certain Account Plans or changing the name on an account. The IVR must provide all required functions in both English and Spanish.

1351	The Contractor shall provide sufficient IVR processing capacity to support 200 percent of the anticipated call volumes and shall have the capability to provide additional capacity on-demand.
1352	The Contractor shall provide the capability to configure the IVR System, including but not limited to:
	<ul style="list-style-type: none"> • allowable number of failed authorization attempts;
	<ul style="list-style-type: none"> • allowable number of invalid responses and
	<ul style="list-style-type: none"> • allowable idle time.
1353	The Contractor shall provide the capability to view and configure the phone tree in graphical manner.
1354	The Contractor shall allow for custom IVR messages to be immediately recorded and inserted as needed and requested.
1355	The Contractor shall provide the capability for standard messages to be rotated in the IVR as needed or requested.
1356	The Contractor shall provide the capability for an Authorized User to have role-based access to the system to make all types of common IVR changes.
1357	The Contractor shall provide directed dialog natural language speech recognition for all IVR services, recognizing the customers voice for identity verification, option selections, navigation and customer-provided information such as account information, Violation number, plate number, etc., and for customer accessing of account and all other information provided by the IVR.

1358	Support bi-lingual (English and Spanish) interaction, and the Contractor shall provide the Interface that supports bi-lingual options for customer interaction.
1359	Support various modes of operation, including but not limited to: <ul style="list-style-type: none"> • CSC open hours when the IVR and CSR options are available to service the customer; • CSC off-hours when only the IVR is available to service the customer and • conditions where the BOS is not functional, CSC is not open for operations, but the IVR System is operational.
1360	The Contractor shall provide the capability to verify customer identity and authorization prior to transferring the customer to a CSR. The verification authorization process shall be automated to minimize any delays for the customer.
1361	The Contractor shall provide the capability to pop-up the customer account or Violation information on the BOS screen so the CSR has all the pertinent information available prior to the call being received by the CSR.
1362	The Contractor shall provide for the retention of account number, Violation Notice number or other entered information (excluding any Credit Card information) to be made available to the CSR who takes the call should the customer exit the IVR and wish to speak to a CSR.
1363	The Contractor shall provide the capability for the caller to execute multiple options within the same call, for example return to previous menu and repeat prompt options.
1364	The Contractor shall provide English and Spanish speaking customers the ability to respond to the IVR by pressing designated keypad buttons on their phone or saying a response.
1365	The Contractor shall provide a single IVR recording voice talent per supported language and have consistency in voice volume and intonation throughout the Operations and Maintenance Phases.
1366	The Contractor shall provide the capability to fully integrate with the Merchant Service Provider Credit Card information while maintaining compliance with tokenization and PCI DSS Requirements.
1367	The Contractor shall provide the capability for customers to manage their account.
1368	The Contractor shall provide the capability for customers to access the account using the PIN and one other piece of information, including but not limited to: <ul style="list-style-type: none"> • caller ID (ANI); • account number; • license plate number; • transponder number and • Violation Notice number.
1369	The Contractor shall provide the capability to limit the types of transactions and activities customers can access via the IVR based on account types, including but not limited to: <ul style="list-style-type: none"> • account Flags;

	<ul style="list-style-type: none"> • account balance;
	<ul style="list-style-type: none"> • account status;
	<ul style="list-style-type: none"> • Account Plan;
	<ul style="list-style-type: none"> • account type and
	<ul style="list-style-type: none"> • Business Rules.
1370	The Contractor shall provide the capability for customers to add, edit and remove Credit Cards associated with the account.
1371	The Contractor shall provide the capability for customers to make a one-time payment to the account.
1372	The Contractor shall provide the capability for customers to enroll in auto replenishment and configure replenishment information.
1373	The Contractor shall provide the capability for customers to make a payment using an existing payment method on the account without having to re-enter the payment method information.
1374	The Contractor shall provide the capability to accept Credit Card payments via tokenized method.
1375	The Contractor shall provide the capability to prevent customers from making payments in excess of an amount based on account type (Configurable).
1376	The IVR shall not store any of the Credit Card information that is input, including in recordings and logs.
1377	The Contractor shall provide detailed tracking of payments processed via the IVR.
1378	The Contractor shall provide an audio summary for the customer, including payment method details (last specific number of digits on the Credit Card) and amount, and request confirmation prior to allowing the customer to submit a payment.
1379	The Contractor shall provide the capability for customers to make a payment and have it applied toward the account balance or a specific item on the account.
1380	The Contractor shall provide the capability for violators to make a payment and have it applied toward a specific item on the account.
1381	The Contractor shall provide the capability for customers to obtain the last “x” number of toll transactions (Configurable).
1382	The Contractor shall provide the capability for customers to obtain the last “x” number of Financial Transactions (Configurable).
1383	The Contractor shall provide the capability for customers to obtain the balance on the account.
1384	The Contractor shall provide the capability for customers to request statements with the option to select the delivery method.
1385	The Contractor shall provide the capability for customers to add, edit and remove vehicles and license plates from the account.

1386	The Contractor shall provide the capability for customers to order transponders and mounting strips.
1387	The Contractor shall provide the capability for customers to report lost/stolen transponders.
1388	The Contractor shall provide the capability for customers to update the PIN.
1389	The Contractor shall provide the capability for customers to hear Notifications that have been sent.
1390	The Contractor shall provide the capability for customers to receive a confirmation by preferred channel when account updates or payments are made via the IVR.
1391	The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the IVR.
1392	The Contractor shall provide IVR System reports that help determine how the IVR is functioning and its effectiveness, including but not limited to:
	<ul style="list-style-type: none"> • the number of calls routed to the IVR;
	<ul style="list-style-type: none"> • abandon rate;
	<ul style="list-style-type: none"> • account Maintenance activities performed;
	<ul style="list-style-type: none"> • payments processed;
	<ul style="list-style-type: none"> • transaction history accessed;
	<ul style="list-style-type: none"> • customer support requests;
	<ul style="list-style-type: none"> • general information obtained and • the number of calls transferred to a CSR from the IVR.

1.13.3. Email

1393	The Contractor shall provide the capability to service and manage inbound/outbound customer emails.
1394	The Contractor shall acquire new email domains Approved by the Authority for use by the new BOS;
1395	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the email.
1396	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.
1397	The Contractor shall provide the capability to estimate and/or program the response time to a customer's email.
1398	The Contractor shall provide the capability to send e-blast emails to all customers with an email address.
1399	The Contractor shall provide the capability for English and Spanish language options.

1400	The Contractor shall provide automated email distribution, including conditional routing to qualified Authorized Users.
1401	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in email communication.
1402	The Contractor shall provide full integration between the email system and the BOS in association with the account such that emails are able to be viewed from the customer account in BOS.
1403	The Contractor shall provide automated reporting of all email correspondence by subjects (wrap codes) and response times.

1.13.4. Fax

1404	The Contractor shall provide the capability to service and manage inbound/outbound customer faxes.
1405	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the fax.
1406	The Contractor shall provide full integration between the fax system and the BOS in association with the account such that faxes are able to be viewed from the customer account in BOS.
1407	The Contractor shall provide automated reporting of all fax correspondence by subjects (wrap codes) and response times.

1.13.5. Chat

1408	The Contractor shall provide the capability to service and manage inbound customer chat sessions.
1409	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the chat.
1410	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.
1411	The Contractor shall provide the capability to estimate and/or program the response time to a customer's chat request.
1412	The Contractor shall provide the capability to configure the ability to respond to multiple chat sessions concurrently.
1413	The Contractor shall provide the capability to provide a survey for the customers after the chat.
1414	The Contractor shall provide the capability for English and Spanish language options.
1415	The Contractor shall provide the capability for the customer to have a full record of the entire chat session emailed to them.

1416	The Contractor shall provide the capability to record the full chat session.
1417	The Contractor shall provide automated chat request distribution, including conditional routing to qualified Authorized Users.
1418	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in chat sessions.
1419	The Contractor shall provide full integration between the chat system and the BOS in association with the account such that chats are able to be viewed from the customer account in BOS.

1.13.6. Text

1420	The Contractor shall provide the capability to service and manage inbound customer text sessions.
1421	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the text.
1422	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.
1423	The Contractor shall provide the capability to estimate and/or program the response time to a customer's text request.
1424	The Contractor shall provide the capability to provide a survey for the customers after the text.
1425	The Contractor shall provide the capability for English and Spanish language options.
1426	The Contractor shall provide the capability to record the text responses.
1427	The Contractor shall provide automated text distribution, including conditional routing to qualified Authorized Users.
1428	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in text communication.
1429	The Contractor shall provide full integration between the text system and the BOS in association with the account such that text messages are able to be viewed from the customer account in BOS.

1.14. Financial Requirements

These financial Requirements describe the functionality that must be present in the BOS for the Authority to service customers and to record financial activity related to the BOS in its general ledger system.

The Authority use a modified accrual method of accounting and prepare financial statements in accordance with GAAP and GASB using a June 30 Fiscal Year end.

It is important that revenues associated with tolls are presented separately from other revenues (for example, fees and fines) and separated by Toll Facility. The Authority utilizes reports detailing

historical collections to analyze and estimate future revenues from Violations. For this reason, it is important that the reporting enables the Authority to analyze the period in which Violations occurred versus the period in which those Violations were paid.

Prepaid tolls shall be deposited to a Bank Account held by the Authority until such time as an action on the account causes such funds to be depleted. Such actions include but are not limited to: customer incurring tolls on an OCTA Toll Facility; customer incurring tolls on an Interoperable Agency Toll Facility; account incurring a fee; returned check being processed on the user account; customer requesting a refund and customer requesting account closure.

The BOS is the conduit between the Authority and customers; Interoperable Agencies, and Third-Party Service Providers. The Contractor shall reconcile all transactional and financial interactions between the BOS and customers; Interoperable Agencies and Third-Party Service Providers. The Contractor also shall also reconcile all transactional and financial interactions between the BOS and the Authority.

1.14.1. General Financial Requirements

Financial reports shall not change once the Revenue Day is closed. The Revenue Day is typically closed by a semi-automated process once a series of reconciliations is performed to ensure all transactions have been appropriately received and processed. While immaterial variances and discrepancies (for example, if a handful of transactions were not processed) may be corrected after the Revenue Day has been closed, material discrepancies (for example, an entire unprocessed payment or transaction file) must be corrected before the Revenue Day is closed. Once the Revenue Day is closed, any adjustments or corrections to transactions that occurred in that Revenue Day must be made in the current Revenue Day.

The Authority does not intend to use the BOS as its general ledger system, nor does the Authority intend to feed data from the BOS automatically to its general ledger. The Authority intends to use exports and reports from the BOS to record the financial entries into the Authority’s financial system. The BOS must utilize GAAP-compliant methods to record financial activity between the Toll Facilities and the BOS and between the BOS and customers; Interoperable Agencies and Third-Party Service Providers.

1430	The Contractor shall provide an integrated, Configurable, GAAP-compliant accounting Module for all transactions.
1431	The Contractor shall provide for double entry recording of all Financial Transactions.
1432	Separate financial data shall be maintained for each CTOC Agency, each Interoperable Agency, each Collection Agency and each Third-Party Service Provider.
1433	The Contractor shall create automatic journal entries for recording and tracking all transactions and payment events.
1434	The Contractor shall develop a journal entry template for every BOS transaction that impacts revenue, liability balances (for example, Registered or Unregistered accounts) or asset balances (for example, accounts receivable) to be Approved by the Authority.
1435	The Contractor shall provide an audit trail for each transaction, which shall reflect the source of each transaction, all adjustments to the transaction and the current status of the transaction and/or the final disposition of the transaction.

1436	Every payment that resulted in a receivable being marked paid shall be traceable to the receivable(s) it paid.
1437	Every paid receivable shall be traceable to one or more payments that were allocated to its payment.

1.14.2. Transaction Recording

Toll transactions are initiated by an originating Toll Facility through transmission of a transaction/trip from the ETTM System, through a CTOC Interface or through an Interoperable Agency Interface to the BOS and Posted to user accounts or otherwise processed. The Authority is currently Interoperable with all California toll agencies through their participation in CTOC. The Authority intends to become Interoperable with other Interoperable Agencies outside of CTOC during the Term of the Agreement. These transactions also are Posted against the Financial Accounts. These include transactions such as a toll or a fee and the transaction activities that affect them, such as billing a transaction or sending it to collections. All transactions and transaction activities are recorded against Financial Accounts.

1438	Record all BOS activities, including but not limited to:
	• when a new transaction/trip is received from the ETTM System;
	• when an amendment is made to a transaction/trip by the BOS;
	• when an amendment is made to a transaction/trip by a Collection Agency;
	• when a new or amended transaction is received from a CTOC Agency;
	• when a new or amended transaction is received from an Interoperable Agency;
	• when a fee, penalty or any transaction is assessed by the BOS;
	• when a fee, penalty or any transaction is collected;
	• when a fee, penalty or any transaction is waived, voided or otherwise reversed;
	• when a fee, penalty or any transaction is adjusted and
• when there is a change in the status or workflow stage of a fee or penalty or another transaction.	
1439	All entries to the BOS shall consider payable and receivable balances between, including but not limited to:
	• the customer and the BOS;
	• the BOS and the Authority;
	• the BOS and Collection Agency;
	• the BOS and CTOC Agencies;
	• the BOS and Interoperable Agencies and
• the BOS and Third-Party Service Providers.	
1440	The BOS shall provide the capability of recording a payable to or receivable from the Authority, a Collection Agency, a CTOC Agency, an Interoperable Agency, or a Third-Party

	Service Provider simultaneously with the recording of a customer payment against a transaction.
1441	Create all financial entries as individual records, which may be used in combination with other financial entries to make a net effect, but do not allow the original entry to be modified.
1442	Ensure each debit entry to a Financial Account has a corresponding and equal credit amount and each credit entry to a Financial Account has a corresponding and equal debit amount so the Financial Accounts balance at all times.
1443	The Contractor shall provide reports in summary and in detail on the Financial Accounts. BOS reports shall be provided that reconcile to the Financial Accounts.

1.14.2.1. Fee and Penalty Transaction Recording

Fees and penalties are charged to customers at a variety of different escalations in status or workflow stage, including but not limited to:

- when a Notice of Toll Evasion Violation is generated;
- when a Notice of Delinquent Toll Evasion Violation is generated;
- when transactions/trips are accepted for Registration Hold;
- when transactions/trips are sent to Collections and
- when a FasTrak account is sent to Collections.

Fees may also be charged when certain transactions/trips are Posted to an account, including but not limited to returned checks, non-sufficient funds (Credit Cards) chargebacks, failed FasTrak account replenishment, Excessive I-Tolls and for accounts below the Insufficient Balance Threshold.

Fees and penalties can be incurred at the trip level or at the account level.

1.14.3. Customer Transaction Settlement

Customer transaction settlement is the payment of tolls, fees and penalties by the customer. Customer transaction settlement also includes any payment reversals, chargebacks and refunds.

Funds collected from customers and Interoperable facilities are deposited into Bank Account(s) established by the Authority. Payments are issued from these accounts(s) including:

1. Customer Refunds issued by check to customers.
2. Payments are made to Interoperable facilities.
3. Funds are deposited and held in a BOS Bank Account until refunded to customers, paid to Interoperable Agencies or distributed to the Authority.

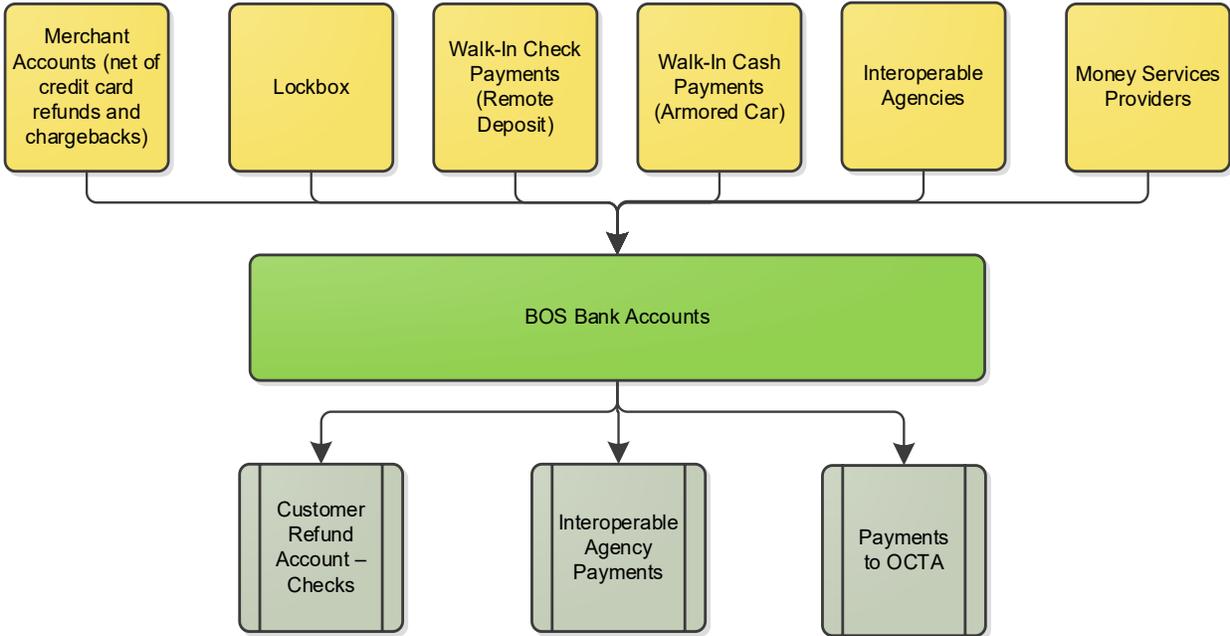


Figure 1-1 Customer Transaction Settlement

1.14.3.1. Customer Payments

Payments and other receipts shall be processed by the BOS in accordance with the following Requirements:

1444	<p>Payments are collected from the following payment sources. The number and names of payment sources shall be Configurable and include but are not limited to:</p> <ul style="list-style-type: none"> • merchant accounts; • DMV; • Collections; • Lockbox (optional); • check payments; • cash payments (processed at WICs); • Interoperable Agencies and • Franchise Tax Board.
1445	<p>The Contractor shall provide the capability to establish deposit accounts within the BOS and map those deposit accounts to BOS Modules, including but not limited to Financial Account, deposit reports and bank reconciliation. For example, deposits to the Lockbox Bank Account (if the Contractor elects to use one) are recorded in the Financial Account associated with the Lockbox Bank Account.</p>

1446	The Contractor shall provide the capability to map deposits by payment source to default Bank Accounts. For example, deposits received from the Merchant Service Provider are mapped in the BOS as received from the Merchant Service Provider and being deposited to the Bank Account to which the Merchant Service Provider makes its deposits.
1447	The Contractor shall provide the capability to capture the bank deposit date and associate it with the payment transaction.
1448	Funds shall be disbursed from the following payment sources. The number of names of payment sources shall be Configurable and include but are not limited to: <ul style="list-style-type: none"> • customer Refund Account; • Interoperable Agency and • Authority remittance account.
1449	The Contractor shall provide the capability to establish disbursement accounts within the BOS and map those disbursement accounts to BOS Modules, including but not limited to Financial Account, disbursement reports and bank reconciliation.
1450	The Contractor shall provide the capability to map disbursements by disbursement type to default disbursement accounts.
1451	Payments shall be applied to account balances on a Configurable basis (default order is automatically assigned by the BOS).
1452	The default Posting order can be manually overridden by Authorized Users.

1.14.3.2. Disbursements

Disbursements will be made to customers for overpayments and refunds and also made to the Authority, CTOC Agencies, Interoperable Agencies, and Third-Party Service Providers.

1453	The BOS shall support the processing of disbursements, including but not limited to: <ul style="list-style-type: none"> • customer refunds; • settlement with the Authority; • settlement with CTOC Agencies; • settlement with Interoperable Agencies, and • settlement with Third-Party Service Providers.
1454	The Contractor shall provide the Configurable capability to automatically identify accounts that are eligible for refund processing and present those refunds for review and approval based on various activities on the account (require review before a refund would be processed), including but not limited to: <ul style="list-style-type: none"> • closing of an account; • unapplied payments (for example, a payment that has been received and deposited but cannot be Posted to an account and needs to be refunded); • overpayment on an account and there are no outstanding Violations or unbilled tolls that need to be paid and

	<ul style="list-style-type: none"> • overpayment of a Violation and there are no other outstanding Violations or toll transactions/trips that need to be paid.
1455	The Contractor shall provide the capability for an optimized and streamlined (minimized number of steps) process for refunds based on the original transaction and confirm such refunds are reflected on the user account history. For example, upon receipt of a customer request to close an account and after the appropriate waiting period has elapsed, an Authorized User shall have the capability to Approve a refund without the need to research and indicate refund method and, in the case of Credit Card refunds, select or input the card number; the BOS shall have the capability to automatically allocate Approved refunds to the correct refund type and card number.
1456	The Contractor shall provide the capability to issue refunds to the payment method that was used to create the credit balance.
1457	The Contractor shall provide the capability to issue electronic refunds (for example, by Credit Card) to the Credit Card used to make the payment, including but not limited to those Credit Card that are not stored on the user account. For example, the BOS can utilize a payment reference number to trace back to a payment method without the need for the BOS to retain the card information.
1458	The Contractor shall provide the capability to issue refunds by check if the account does not provide for an electronic method or if the electronic method is invalid (for example, if the Credit Card is expired).
1459	If required in order to comply with the merchant agreement or any other agreements or regulations, the Contractor shall provide the capability to issue a single refund using more than one payment method. For example, a single refund amount may be issued to multiple Credit Cards and/or by check.
1460	The Contractor shall provide the capability to issue refunds by check for overpayments on, including but not limited to:
	<ul style="list-style-type: none"> • prepaid tolls;
	<ul style="list-style-type: none"> • Violations;
	<ul style="list-style-type: none"> • fees and
	<ul style="list-style-type: none"> • penalties.
1461	The Contractor shall provide the capability to prevent refunds of greater than the amount of the original transaction amount or the prepaid balance, adjusted for overpayments and any prior refunds.
1462	The Contractor shall provide the capability for automated processing of Approved refunds after a Configurable hold period.
1463	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS when eligible refunds are due.
1464	The Contractor shall provide the capability to expedite a refund if the customer requests to have a refund issued before the Configurable hold period has elapsed, for example when a customer is due a refund because a check was cashed for the wrong amount due to CSR error.

1465	The Contractor shall provide the capability to require authorized approvals for refunds. For example, refunds in excess of a Configurable amount or refunds for goodwill credits for which there is no associated payment are routed for approval through Cases.
1466	The Contractor shall provide the capability to track and associate all refunds to the original payment on the account.
1467	The Contractor shall provide the capability to display detailed Credit Card settlement activity for refunds by payment method.
1468	The Contractor shall provide the capability to prevent the automatic issuance of refunds if the account has an outstanding balance due; such refunds require the approval of an Authorized User through Cases.
1469	The Contractor shall provide the capability to send a refund Notification electronically and/or by mail to all customers who are issued a refund.

1.14.3.3. Escheatment (unclaimed property)

The BOS shall allow for comments to be entered in accounts that are eligible for Escheatment and a Flag shall be available to indicate when an account was subjected to Escheatment procedures.

1470	The Contractor shall provide the capability to enter comments and update statuses and Flags to indicate that an account was subjected to Escheatment procedures.
1471	The Contractor shall provide the capability to identify any unclaimed funds as candidates for the Escheatment process.
1472	The Contractor shall provide the capability to identify any unclaimed funds as subjected to the Escheatment process.

1.14.3.4. Write-Off of Unpaid Balances

The BOS shall have the capability of processing Write-Offs at the Authority’s discretion. The BOS must accommodate both automatic and manual Write-Off of unpaid balances and Toll Transactions. These Write-Offs will include bulk Write-Offs of a group of transactions which meet Configurable criteria and individual transactions/debts. This process shall be conducted in an efficient and streamlined manner. The BOS shall provide reporting detailing balances subject to Write-Off and the details of the transactions/debts written-off.

1473	The Contractor shall provide the functionality to accept payment on transactions/trips that have been written-off, for example reverse the Write-Off in the amount of the payment and apply the payment.
1474	The Contractor shall provide for Write-Off codes which shall provide the selection of a Write-Off reason for each transaction.
1475	The Contractor shall provide for the Write-Off of individual transactions by Authorized Users.
1476	The Contractor shall provide for the bulk Write-Off of transactions by Authorized Users.

1477	The Contractor shall provide the capability for the BOS to automatically Write-Off transactions/debts based on Business Rules, for example, Write-Off balances after X Configurable days if no action.
1478	The Contractor shall provide for the cessation of status or workflow stage and collection effort following Write-Off.
1479	The Contractor shall provide the capability to require a reason for each Write-Off, for example, debt reduction negotiation or debt older than “x”.
1480	The Contractor shall provide the capability for the BOS or the applicable Authorized User to select the appropriate Write-Off reason.
1481	The Contractor shall provide the capability to search for types of debt and Write-Off the selected group of debts. Types of debts include but at not limited to:
	<ul style="list-style-type: none"> • fees;
	<ul style="list-style-type: none"> • penalties and
	<ul style="list-style-type: none"> • tolls.

1.14.4. Reconciliation and Settlement – General Requirements

Balancing and reconciliations are integral to the BOS operation. Therefore, these processes shall be integrated within the BOS.

The Contractor shall provide a BOS capable of handling reconciliations within the BOS, as opposed to on spreadsheets or through other mechanisms outside the BOS. For example, the BOS shall be capable of accepting data from the bank(s) and Merchant Service Provider(s) to reconcile Credit Card deposits within the BOS. Exceptions shall be tracked as Cases within the BOS and reconciliation reports are generated by the BOS. The BOS shall not require that data be exported from the BOS, from the bank(s) and from the Merchant Service Provider(s) to be combined, compared and reconciled in a spreadsheet.

1482	The BOS shall track and reconcile 100 percent of the transactions it receives from the ETTM System.
1483	All BOS transaction reconciliation shall be based on Revenue Day which, for transactions/trips, is the Revenue Date transmitted in the transactions/trips; for operations and payments activities, it is the day the event occurred.
1484	The Contractor shall provide the capability to close a Revenue Day upon the final reconciliation of the transactions and revenue. The completion of the Revenue Day closure process finalizes the counts and revenue for the Revenue Day. Upon the closure of the Revenue Day the data on Revenue Day reports shall not change.
1485	The Contractor shall provide the capability to close a Revenue Month similar to the Revenue Day closure process.
1486	The last Revenue Day of a Revenue Month shall remain open for adjustments until both the Revenue Day and the Revenue Month have been closed.
1487	The Contractor shall provide the capability to close a Revenue Year similar to the Revenue Month closure process.

1488	The last Revenue Day of a Revenue Year shall remain open for adjustments until the Revenue Day, Revenue Month and Revenue Year have been closed.
1489	The Contractor shall provide the capability to investigate and correct all exceptions and discrepancies identified during the process. For example, if the total of the bank deposits does not equal the total of bank deposits per the BOS, then detailed reports relating to the deposits in question must be available. Corrections shall be made and Approved by Authorized Users.
1490	All reports shall indicate the status of the reconciliation. For example, when a user runs a report containing data for a Revenue Day which has not yet been closed, the report shall contain some indication the data in the report is preliminary or subject to change.
1491	The Contractor shall provide the capability to record fees in the BOS, for example merchant fees and bank fees.

1.14.4.1. Banking Reconciliation and Settlement

1492	The Contractor shall provide the capability to reconcile all financial activity, including but not limited to:
	• deposits;
	• credits;
	• disbursements;
	• returned items and
	• chargebacks.
1493	The Contractor shall provide for the daily Balancing of activity at the transaction level by Payment Type.
1494	The Contractor shall provide for the identification of exceptions by transaction.
1495	The Contractor shall provide the capability to allow Authorized Users to make adjustments to exceptions and reprocess the automated reconciliation.
1496	The Contractor shall provide the capability to open a Case for reconciliation exceptions.

1.14.4.2. Bank Deposit Reconciliation and Settlement

The BOS deposits funds collected by mail and in the WICs. These funds are deposited by the BOS directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement. These deposits must be balanced and reconciled on a daily basis and monthly basis.

1497	The Contractor shall provide an automated Interface to reconcile bank deposits.
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1.14.4.3. Reconciliation and Settlement with Merchant Service Provider

The BOS initiates Credit Card transactions with one or more Merchant Service Providers. Funds collected through the merchant accounts by the Merchant Service Provider are deposited directly

into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement.

1498	The Contractor shall provide an automated Interface to reconcile transactions initiated with the Merchant Service Provider(s).
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1.14.4.4. Reconciliation and Settlement with Lockbox (optional)

The BOS utilizes a Lockbox Service Provider to process customer check payments. Payments sent to the Lockbox will be processed by the Lockbox Service Provider and deposited directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1-3 Customer Transaction Settlement.

1499	The Contractor shall provide an automated Interface to reconcile Lockbox Service Provider deposits.
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1.14.4.5. Reconciliation and Settlement with the Authority

The daily reconciliations between the ETTM System and the BOS shall address transactions and payments.

The transactional reconciliations shall be handled by the BOS. The ETTM System will transmit a transaction/trip to the BOS, which the BOS shall acknowledge and thereafter begin the Posting/billing process.

The reconciliations related to payments shall address payments being made by the BOS to the Authority. These payments are a result of payments being collected from customers, processed and remitted to the Authority in settlement of balances due.

1500	The Contractor shall provide the capability to track payables and receivables between the BOS and the Authority based on customer payments, payment reversals and Posting of payments to transactions/trips.
1501	The Contractor shall provide the capability to track payables to and receivables from the Authority based on BOS remittances to these entities. For example, when a settlement payment is made to the Authority, the Authority’s payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.
1502	The Contractor shall provide electronic Notification of daily reconciliation and monthly settlement to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.
1503	The Contractor shall provide for reconciliation of daily activity and transactions with the Toll Facilities.

1.14.4.6. Reconciliation and Settlement with CTOC Agencies and Interoperable Agencies

The BOS shall remit funds collected from customers to the CTOC Agencies and Interoperable Agencies in accordance with the following Requirements:

1504	The Contractor shall provide the capability to track payables and receivables between the BOS and the CTOC Agencies and Interoperable Agencies based on customer payments, payment reversals and Posting of payments to transactions/trips.
1505	The Contractor shall provide the capability for the credit memo process to handle disputes and credits initiated by customers of CTOC Agencies.
1506	The Contractor shall provide the capability to track payables to and receivables from the CTOC Agencies and Interoperable Agencies based on BOS remittances to the CTOC Agencies and Interoperable Agencies. For example, when a settlement payment is made to an Interoperable Agency, the Interoperable Agency payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.
1507	The Contractor shall provide electronic Notification of daily reconciliation and settlement of CTOC Agencies and Interoperable Agencies to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.
1508	The Contractor shall provide for reconciliation of daily activity and transactions/trips with the CTOC Agencies and Interoperable Agencies in accordance with the applicable Interoperability agreement(s).
1509	The Contractor shall provide capability to generate periodic invoice for CTOC and Interoperable Agency toll charges. The invoice shall be based on reconciled files for each month even if the reconciliation files were received in the following month. Any manual adjustments during the invoice period shall be included in the invoice with the necessary Credit/Debit Memo as identified in the CTOC User Fee Agreement. Payments from Interoperable/CTOC Agencies shall be Posted against the invoice.
1510	The Contractor shall provide capability to enter invoices from CTOC Agencies and Interoperable Agencies to match that with the files in the BOS including any Credit/Debits that were authorized by the Interoperable/CTOC Agency. Payments to the CTOC Agency or Interoperable Agency shall be made after the reconciliation of the invoice with the BOS.

1.14.4.7. Reconciliation and Settlement with Third-Party Service Providers

1511	The Contractor shall provide for reconciliation of daily activity and transactions with Third-Party Service Providers.
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1.15. Searches

Customers routinely contact the CSC by phone, through the IVR and through the Self-Service Website without knowing their account number, PIN or vehicle license plate numbers. The BOS is expected to provide quick, yet secure access to an account when a customer can positively identify him/herself as the account holder.

1.15.1. Search General

1512	The Contractor shall provide comprehensive on-screen, drill-down capabilities from summary levels down through the most detailed transaction level, including images if available.
1513	The Contractor shall provide the capability to initiate a search from any screen in the BOS and return to the original location after completing the search.
1514	The Contractor shall provide the capability to select a record in the results grid and view the details and then return to the previous results grid to view additional items without having to re-enter the search criteria or re-run the search.
1515	The Contractor shall provide the capability to select record(s) to use in actions, for example obtaining detailed record information from the search results grid.
1516	The Contractor shall provide the capability to manipulate the field in grid results for all searches, including but not limited to: <ul style="list-style-type: none"> • drag and drop fields and columns to shift the order they appear; • sort by any fields shown on the grid; • sort alphanumerically by any fields shown on the grid; • sort by multiple fields (for example, sort by last name and then first name and then address so that all results with the last name “Smith” shall be sorted by first name and all the results with the name “John Smith” shall be sorted by address); • add a field to the grid and • remove a field from the grid.
1517	The Contractor shall provide advanced search capabilities where fields can be picked from a drop-down list and added to the effective criteria to be applied toward the search or report. Drop-down lists shall dynamically narrow down the available selection list as the Authorized User is typing.
1518	The Contractor shall provide the capability to use single and multiple character “wildcards” along with other commonly used search methods in all applicable fields of the search screens. A wildcard is a character used as part of the search criteria to represent one or more unspecified characters. The BOS shall not require the use of wildcards in lieu of leaving the field blank.
1519	Searches shall have an optimized data fetching algorithm so BOS performance is not impacted by large result sets.
1520	The Contractor shall provide the capability to specify a date range for any date in the search.
1521	The Contractor shall provide the capability to specify a number range for any number in the search, for example, account numbers 1055 – 2000.
1522	The Contractor shall provide the capability to search by any field, combination of fields and field ranges.
1523	The Contractor shall provide comprehensive multi-field search criteria on all reports and screen searches. Search criteria shall include all fields and related attributes found in the search results grid.

1524	<p>The Contractor shall provide the capability to search, by full or partial value using wildcards and view all stored information regarding transactions, images, statements, Violation Notices, account activity and Notifications for user selected criteria, including but not limited to the following fields. Some search criteria may be available only in conjunction with other search criteria (for example, paid transactions enabled only if an account number is specified):</p> <ul style="list-style-type: none"> • transaction ID; • transaction type; • location of transaction (Toll Facility, plaza, zone/lane); • transaction number; • transaction Date; • transaction Date range; • transaction Posting Date; • transponder type; • transponder number; • license plate number; • license Plate Type; • license plate Jurisdiction; • account number; • customer name (last, first, middle, suffix); • customer address (street, city, state, ZIP) and type of address; • Authorized User ID; • statement, Violation Notice or invoice number; • account Flags; • address type; • bad address; • Violation number; • transaction disposition status (for example, paid); • payment type; • payment receipt number; • payment method; • check, money order or cashier’s check number; • Payment Token and Credit Card expiration date; • transaction amount and
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	<ul style="list-style-type: none"> • comments.
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1.15.2. Transaction/Trip Search

1525	The Contractor shall provide the capability to search for and deliver all transactions/trips which meet the search criteria regardless of in the status of the transaction/trip or the status of the account to which the transaction/trip is assigned.
1526	The Contractor shall provide the capability to search for transactions/trips which meet the search criteria with the result delivering multiple transactions, if applicable.
	<ul style="list-style-type: none"> • transaction/trip ID;
	<ul style="list-style-type: none"> • transaction/trip type;
	<ul style="list-style-type: none"> • location of transaction/trip (Toll Facility, Toll Zone/lane);
	<ul style="list-style-type: none"> • transaction/trip number;
	<ul style="list-style-type: none"> • transaction/trip Date;
	<ul style="list-style-type: none"> • transaction/trip Date range;
	<ul style="list-style-type: none"> • transaction/trip Posting Date;
	<ul style="list-style-type: none"> • transaction/trip reason code;
	<ul style="list-style-type: none"> • transponder type;
	<ul style="list-style-type: none"> • transponder number;
	<ul style="list-style-type: none"> • license plate number;
	<ul style="list-style-type: none"> • license Plate Type;
	<ul style="list-style-type: none"> • license plate Jurisdiction;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • Authorized User ID;
	<ul style="list-style-type: none"> • statement, Violation Notice or invoice number;
	<ul style="list-style-type: none"> • Violation number;
	<ul style="list-style-type: none"> • transaction disposition status (for example, paid, unknown at DMV or written-off);
	<ul style="list-style-type: none"> • Payment Type;
<ul style="list-style-type: none"> • payment receipt number; 	
<ul style="list-style-type: none"> • payment method and 	
<ul style="list-style-type: none"> • transaction/trip amount. 	

1.15.3. Account Search

1527	The Contractor shall provide the capability to search for accounts which meet the search criteria with the result delivering multiple accounts.
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1528	The Contractor shall provide the capability to search by key fields and identify potential duplicate accounts.
1529	The Contractor shall provide the capability for Authorized Users to search and view all information related to a specific account. This shall include the complete detailed account history since account inception and capability of filtering and sorting by type of information, including but not limited to:
	<ul style="list-style-type: none"> • toll transaction/trip;
	<ul style="list-style-type: none"> • Financial Transaction;
	<ul style="list-style-type: none"> • Notifications (includes letters and Violation Notices);
	<ul style="list-style-type: none"> • Registration Holds placed and released;
	<ul style="list-style-type: none"> • Collections Placements;
	<ul style="list-style-type: none"> • Evidence Packages;
	<ul style="list-style-type: none"> • Cases opened and closed;
	<ul style="list-style-type: none"> • all payment related events, including replenishment failures;
	<ul style="list-style-type: none"> • account statuses changes;
	<ul style="list-style-type: none"> • complete address history;
	<ul style="list-style-type: none"> • complete email address history;
	<ul style="list-style-type: none"> • complete vehicle history (what plates were active on the account and when);
	<ul style="list-style-type: none"> • complete change tracking (what data was changed, when and by whom);
	<ul style="list-style-type: none"> • last account access by the customer and via channel;
	<ul style="list-style-type: none"> • date and time of last toll transaction;
<ul style="list-style-type: none"> • date and time of last Financial Transaction; 	
<ul style="list-style-type: none"> • transponder activities and statuses and 	
<ul style="list-style-type: none"> • account Maintenance activities. 	
1530	The Contractor shall provide the capability to display the account running balance in Posting Date chronological order.

1.15.4. Case Search

1531	The Contractor shall provide the capability to search and view all stored information regarding Cases, including but not limited to:
	<ul style="list-style-type: none"> • summary information;
	<ul style="list-style-type: none"> • Toll Facility, if applicable;
	<ul style="list-style-type: none"> • Case number (uniquely identifies the Case record);
	<ul style="list-style-type: none"> • priority (out of a predefined range);

	<ul style="list-style-type: none"> • source of Case;
	<ul style="list-style-type: none"> • status;
	<ul style="list-style-type: none"> • number of days since creation;
	<ul style="list-style-type: none"> • number of days since last Authorized User access/action;
	<ul style="list-style-type: none"> • due date and time;
	<ul style="list-style-type: none"> • total time spent working on the Case;
	<ul style="list-style-type: none"> • total time spent by a specific Authorized User or specific department;
	<ul style="list-style-type: none"> • related accounts and/or records;
	<ul style="list-style-type: none"> • description/free-form notes on the account;
	<ul style="list-style-type: none"> • date of action;
	<ul style="list-style-type: none"> • time of action;
	<ul style="list-style-type: none"> • Authorized User who took action;
	<ul style="list-style-type: none"> • time required for action and
	<ul style="list-style-type: none"> • action description (free-form data or notes section).
1532	<p>The Contractor shall provide the capability to search and view Case management, including but not limited to:</p> <ul style="list-style-type: none"> • total number of open Cases; • total number of open Cases, per department; • total number of open Cases, per Authorized User; • total number of open Cases by type; • total number of overdue Cases; • total number of processed Cases; • total number of Cases processed per unit of time; • total number of Cases processed per department; • total number of Cases processed per Authorized User; • response time statistics – overall; • response time statistics, per department and • response time statistics, per Authorized User.

1.15.5. Comment Search

1533	<p>The Contractor shall provide the capability to identify and retrieve comment records into a search results grid, including but not limited to:</p> <ul style="list-style-type: none"> • individually by category;
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	<ul style="list-style-type: none"> summarized by category;
	<ul style="list-style-type: none"> individually by time period and
	<ul style="list-style-type: none"> summarized by time period.

1.15.6. Transponder Search

1534	The Contractor shall provide the capability when searching by transponder number to display all accounts the transponder has ever been associated with including account number, account type, the date and time the transponder was added to and removed from the account and the current status of the transponder on each account. For example, this search might yield two accounts with the transponder identified as being Active on one account and lost on the other.
1535	The Contractor shall provide the capability when searching by transponder number to display all Notifications issued related to that particular transponder. For example, this search might yield an “Excessive I-Toll” Notification and a “transponder recall Notification” for a particular transponder.
1536	The Contractor shall provide the capability when searching by transponder number to display all statuses the transponder has been in along with the date and time the transponder entered that status.
1537	The Contractor shall provide the capability when searching by transponder number to display all inventory locations which the transponder has been in along with the date and time the transponder was placed in each location.

1.15.7. License Plate Search

1538	The Contractor shall provide the capability when searching by license plate and Jurisdiction to display all accounts the license plate has ever been associated with and all Notifications issued related to that license plate. For example, this search might yield two accounts and five Violation Notices for a particular license plate.
1539	The Contractor shall provide the capability when searching by license plate and Jurisdiction combination to display all transactions that license plate and Jurisdiction combination has ever been associated with regardless of the transaction status. For example, this search might yield two transactions in Paid status, one in Collections, three Posted to an account as I-Tolls and one awaiting inclusion on a Violation Notice for a particular license plate and Jurisdiction combination.

1.15.8. Notification Search

1540	The Contractor shall provide the capability to search by and view all stored information regarding Notifications, including but not limited to:
	<ul style="list-style-type: none"> first name;
	<ul style="list-style-type: none"> last name;
	<ul style="list-style-type: none"> mailing address;

	<ul style="list-style-type: none"> • Notification Type, for example, statement, Credit Card expiration, Violation Notice or account establishment Notification;
	<ul style="list-style-type: none"> • distribution channel;
	<ul style="list-style-type: none"> • creation date;
	<ul style="list-style-type: none"> • quality review date;
	<ul style="list-style-type: none"> • print date;
	<ul style="list-style-type: none"> • mail date;
	<ul style="list-style-type: none"> • date that action on the Notification is due;
	<ul style="list-style-type: none"> • date(s) of any change in Notification piece status;
	<ul style="list-style-type: none"> • name of the Authorized User(s) who performed the quality review and Approved the Notification for mailing;
	<ul style="list-style-type: none"> • return mail (if applicable);
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • transponder number;
	<ul style="list-style-type: none"> • license plate number and Jurisdiction;
	<ul style="list-style-type: none"> • dollar range associated with the Notification and
	<ul style="list-style-type: none"> • dollar amount associated with the Notification.
1541	<p>The Contractor shall provide the capability for Authorized Users to scan the barcode, scan line or Quick Response Code on BOS-issued returned Notifications and automatically be taken to the appropriate processing screen, including but not limited to:</p> <ul style="list-style-type: none"> • the account that the Notification belongs to; • the appropriate Violation Notice processing screen and • the Case the Notification belongs to.
1542	<p>The Contractor shall provide the capability for Authorized Users to scan and process BOS-issued returned Notifications in bulk where possible (for example, provide the capability to scan multiple pieces of return mail where no forwarding address was provided into the BOS for processing without the need to access each account one-by-one).</p>
1543	<p>The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the Notification search screen.</p>
1544	<p>The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the account.</p>
1545	<p>The Contractor shall provide the capability to allow Authorized Users to email a PDF version of the Notification piece directly from the account.</p>
1546	<p>The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the Notification search screen.</p>

1547	The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the account.
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1.16. Reporting Requirements

Because reporting is integral to the BOS, reporting functionality must be streamlined, quick, intuitive and user-friendly.

The BOS is expected to deliver accurate reports in a usable format. The format of reports is different across various user groups that use the reports for different purposes. For example, the finance departments may desire some reports in an Excel format so the data can be manipulated and analyzed. Other reports may be more desirable in a PDF format to better guarantee the integrity of the report data for audit purposes. The BOS is expected to deliver all reports in a variety of selectable formats.

It also is expected that reports are flexible enough to allow users to make changes to reports “on the fly”. For example, a report may include all the data elements required by a user for analyzing past due receivables with the exception of a single data field. The Authorized User must have the ability to add that data field to the report without the need for custom report generation or programming by the Contractor.

Some reports are best displayed as of a point in time (for example, receivable balances) while other reports are best displayed for activity over a range of time (for example, cash collected for a specific period of time). Users often have a need to generate reports that include historical balances as of the end of a particular Revenue Day. It is expected that the BOS track, calculate and maintain such Revenue Day-end balances such that retrieval of historical information is easily accomplished. Users also often have the need to generate reports that include information regarding historical transaction activity over a range of time both in summary and in detail. It is expected that the BOS provide the functionality to quickly and accurately deliver such reports to the user in a usable format.

Standardized reporting shall be achieved via canned and ad-hoc reporting interfaces using both the production database for real-time reporting and reports server/database for more complex, non-real-time and/or data intensive reports.

Reporting is a critical element of any business organization and is required by the Authority to:

- provide for transaction and revenue reconciliation and investigate discrepancies;
- monitor BOS and operational performance;
- monitor human performance and business process efficiency;
- ensure compliance to Performance Measures;
- reconcile toll transactions/trips to individual Toll Facilities;
- reconcile third-party financial and transactional interactions;
- assess the impact of policies and Business Rules;
- identify ways to improve the quality of service provided to customers;
- comply with reciprocity reporting Requirements and

- evaluate the success of the toll collections.

Reports are broken into four broad categories:

- Informational Reports – provide information about transactions moving through the revenue cycle.
- Financial Management Reports – provide information which enables the Authority to record in its general ledger system the financial activity related to the CSC. These reports also enable the Authority to perform analyses on transactions submitted to the BOS for processing, including but not limited to analyzing billing, collection trends and Account Plan utilization.
- Operations Reports – provide the data necessary for the Contractor and the Authority evaluate the Contractor’s performance against the Performance Measures and provide the reporting necessary to prepare and support the Contractor’s monthly bill to the Authority. These operational reports also provide the Authority with the data necessary to monitor operational activities and the operations staff.
- Interface Reconciliation Reports – provide the reports necessary to reconcile all Interfaces and also to demonstrate successful completion of the reconciliations by the Contractor.

1.16.1. General Reporting Requirements

1548	The Contractor shall provide a BOS data fetching algorithm that is optimized for performance including bringing data into BOS screens and reports.
1549	The Contractor shall provide BOS reports optimized for performance. Data shall be organized and summarized in a manner to allow for report generation within no more than five seconds of a report generation request for daily summary reports and no more than twenty seconds of a report generation request for monthly summary and annual summary reports. Reports batched or pre-generated shall be presented to the user within two seconds.
1550	After the deployment and implementation of the BOS, if there is a need to create additional reports and modify implemented reports, the Contractor shall support such additions and/or modifications.
1551	The Contractor shall provide ad-hoc reporting tool capabilities to Authorized Users to allow the creation and execution of custom reports from the reports server/database, including but not limited to:
	• drag-and-drop field functionality;
	• drill down functionality;
	• filtering;
	• parameter prompting;
	• formula support;
	• grouping;
	• sorting and
• stored procedure and function support.	

1552	The ad-hoc reporting tool shall be COTS Software and be the latest version at the time of Acceptance Testing and field-proven to operate in a transaction intensive environment.
1553	<p>The Contractor shall provide reporting output in various formats (both compressed and uncompressed), including but not limited to:</p> <ul style="list-style-type: none"> • Portable Document Format (PDF); • plain text format (TXT); • rich text format (RTF); • Microsoft Excel 2016 (or higher if Approved by the Authority); • delimiter-separated values; • HTML and • extensible markup language (XML).
1554	The Contractor shall provide the capability for Authorized Users to retrieve full table exports from the reports server/database.
1555	<p>The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports using various delivery methods, including but not be limited to:</p> <ul style="list-style-type: none"> • email addresses; • direct to printer; • uniform naming convention (UNC) paths; • shared drives and • SFTP sites.
1556	<p>The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports for a variety of time periods, including but not limited to:</p> <ul style="list-style-type: none"> • as of a specific time each day; • as of a specific day and time each week; • as of a specific day and time each month; • as of a specific date and time each month; • for a Revenue Day; • for a Business Day; • for a Calendar Day and • for a specific period of time spanning more than one day (for example 2:00:00am to 1:59:59am the following day).
1557	<p>The Contractor shall provide a dashboard application, including but not limited to:</p> <ul style="list-style-type: none"> • fully Configurable, role-driven, browser-based solution that allows users to customize their own dashboards;

	<ul style="list-style-type: none"> • real-time display of data and processes and • drill-down capabilities from high level graphical display to the lowest level of supporting data.
1558	<p>The Contractor shall provide a comprehensive data dictionary that defines the structure of BOS databases in the production environment and the reports server/database. The data dictionary shall include but not be limited to:</p> <ul style="list-style-type: none"> • what data is stored; • name, description and characteristics of each data element; • types of relationships between data elements and • access rights.
1559	The Contractor shall provide a consistent user interface for all reports.
1560	<p>The Contractor shall provide for summary and detailed reports for all account activity on all user accounts, including but not limited to:</p> <ul style="list-style-type: none"> • as of the current moment in time; • as of an historical moment in time; • for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and • for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).
1561	The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all user accounts.
1562	<p>The Contractor shall provide for summary and detailed reports for all account activity on all Financial Accounts, including but not limited to:</p> <ul style="list-style-type: none"> • as of the current moment in time; • as of an historical moment in time; • for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and • for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).
1563	The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all Financial Accounts.
1564	<p>The reports shall meet the general objectives, including but not limited to:</p> <ul style="list-style-type: none"> • data elements shall be consistent through all the reports of a similar nature; • numbers and amounts shall reconcile with other reports that report on the same activity; • numbers and amounts shall reconcile with other reports that report on the same time period;

	<ul style="list-style-type: none"> report generation shall allow for flexible selection and sort criteria that allows Authorized Users to obtain related information through a single report;
	<ul style="list-style-type: none"> all report criteria shall be available for selection using Boolean logic strings and
	<ul style="list-style-type: none"> all reports shall allow for the input of any identified criteria to be selected by range (for example, date from and to, account number from and to, Transaction Dates from and to, etc.) and by multi-list selection.
1565	Reports shall display header information which shall indicate parameters selected in the report generation (for example, time periods selected, as-of date selected, account number selected and/or license plate number and Jurisdiction selected).
1566	The Contractor shall provide the capability for the automatic generation and delivery of reports based on Configurable conditions, including but not limited to: <ul style="list-style-type: none"> report selection criteria (for example, date range); date and time for report generation (for example, daily at 7:00 a.m.); report delivery method (for example, by email); report format (for example, PDF) and report generation frequency (for example, weekly).
1567	The Contractor shall provide the capability for reports generated automatically to have BOS-generated unique, intuitive naming and report numbering reflecting the name, number and date of the report.
1568	The Contractor shall provide the capability for the user to manipulate the report data easily to perform comparative analysis and statistical calculations.
1569	The Contractor shall provide the capability to deliver scheduled reports to the Configured destination.
1570	The Contractor shall provide the capability for the user to specify the format of the report. For example, PDF, Excel and comma separated.
1571	The Contractor shall provide the capability to manually select reports for generation in real time.
1572	The Contractor shall provide a Web-based ad-hoc reporting solution that allows Authorized Users to design and generate professional and accurate multi-format reports. Ad-hoc report templates created by Authorized Users shall be made available to all Authorized Users, in addition to the reports menu.
1573	All reports shall display last activity date, transaction Posting status and other relevant data dependencies on the specific report related to that activity that indicate completion of activity and items, including but not limited to: <ul style="list-style-type: none"> all transactions/trips have been obtained from the ETTM System; all images have been obtained from the ETTM System; the transactions/trips that have been transmitted to Interoperable Agencies and reconciliation files that have been received and acknowledged; all correction files that have been reconciled and acknowledged;

	<ul style="list-style-type: none"> • all shifts that have been closed;
	<ul style="list-style-type: none"> • all third-party reconciliation and payment data that has been imported or has been entered into the BOS and
	<ul style="list-style-type: none"> • that all activities have been completed and are ready to be reconciled.
1574	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or account and account details.
1575	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or Violation Notice and details.
1576	The Contractor shall provide the user interface to choose the following selection criteria, including but not limited to:
	<ul style="list-style-type: none"> • Interoperable Agencies;
	<ul style="list-style-type: none"> • Toll Facility;
	<ul style="list-style-type: none"> • plaza;
	<ul style="list-style-type: none"> • lane;
	<ul style="list-style-type: none"> • direction of travel;
	<ul style="list-style-type: none"> • identification type (transponder or license plate);
	<ul style="list-style-type: none"> • Account Plan type;
	<ul style="list-style-type: none"> • Payment Type;
	<ul style="list-style-type: none"> • customer service location;
	<ul style="list-style-type: none"> • BOS user;
	<ul style="list-style-type: none"> • customer service staff;
	<ul style="list-style-type: none"> • BOS processes;
	<ul style="list-style-type: none"> • third-party interfaces and
	<ul style="list-style-type: none"> • Third-Party Service Providers.
1577	The Contractor shall provide the user interface enabling the following selection criteria to generate the same report, including but not limited to:
	<ul style="list-style-type: none"> • by day;
	<ul style="list-style-type: none"> • day(s) within a specified range;
	<ul style="list-style-type: none"> • date range;
	<ul style="list-style-type: none"> • weekly;
	<ul style="list-style-type: none"> • monthly;
	<ul style="list-style-type: none"> • yearly;

	<ul style="list-style-type: none"> • comparative based on selection and
	<ul style="list-style-type: none"> • year-to-date.
1578	The Contractor shall provide for the generation of a single report by various date types, including but not limited to:
	<ul style="list-style-type: none"> • Transaction Date;
	<ul style="list-style-type: none"> • various transmit dates;
	<ul style="list-style-type: none"> • transfer date;
	<ul style="list-style-type: none"> • Posting Date;
	<ul style="list-style-type: none"> • Violation Notice date;
	<ul style="list-style-type: none"> • due date;
	<ul style="list-style-type: none"> • payment date;
	<ul style="list-style-type: none"> • Hearing date;
	<ul style="list-style-type: none"> • process date;
	<ul style="list-style-type: none"> • Posted date;
	<ul style="list-style-type: none"> • business date;
	<ul style="list-style-type: none"> • review date;
	<ul style="list-style-type: none"> • statement date;
	<ul style="list-style-type: none"> • mail date;
	<ul style="list-style-type: none"> • print date;
	<ul style="list-style-type: none"> • acknowledgement date and
	<ul style="list-style-type: none"> • reconciled date.
1579	The Contractor shall provide the capability to:
	<ul style="list-style-type: none"> • include sub-totals, totals and grand totals as selected by the user;
	<ul style="list-style-type: none"> • sort the data elements in the report within each grouping of data and
	<ul style="list-style-type: none"> • present data in graphs and chart types based on presentation form selected by the user from a variety of graphic styles.

1.16.2. Informational Reports

1.16.2.1. Transaction Processing Reports

The Contractor is expected to provide Transaction Processing Reports which reflect the status or workflow stage for transactions/trips submitted by the Toll Facilities to the BOS over a period of time. For example, a report shall exist that details the number of transactions/trips submitted by a Toll Facility in January and shall detail the status or workflow stage of those transactions/trips as of June 30, the current date.

1580	<p>The Contractor shall provide transaction reconciliation reports that reconcile to operations and financial reports and display Image-Based Transaction/Trip and Transponder-Based Transaction/Trip statistics, including but not limited to:</p> <ul style="list-style-type: none"> • tracking the different stages of the transactions/trips; • showing the status or workflow stage; Violation Notice number; date issued; amount owed; amount Posted to an account; amount paid; amount I-Tolled; amount adjusted, past due amount and amount due on all Violation Notices issued; • total payments received by status or workflow stage; • total I-Tolls by status or workflow stage; • total Account Plan transactions/trips by individual Account Plan; • transactions/trips aged to Collections by the Toll Facility; amount collected, recalled, dismissed; • license plates placed on hold, released, amounts on hold per plate; • Violations issued, paid, dismissed, transmitted to court; • Violations scheduled for adjudication, disposition, payments; • Transaction trends; • Transaction receivables detailing all outstanding accounts receivable for all accounts with unpaid transactions/trips by account number and total balance due as of the selected date; • Transaction collections trends; • Transaction I-Toll trends; • Account Plan trends; • Transaction dismissals and disputes; • Transaction by Jurisdiction and • Transaction aging.
1581	<p>The Contractor shall provide transaction/trips reports that reconcile the transactions/trips to ETTM System reports as they move through various processing stages, including but not limited to:</p> <ul style="list-style-type: none"> • transactions/trips in various queues and filters; • Violation Notice timeouts; • potential transactions/trips; • rental car license plates; • ROV Lookup “no matches”; • disputes; • dismissals;

	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • transaction status or workflow stages;
	<ul style="list-style-type: none"> • I-Tolls and
	<ul style="list-style-type: none"> • other transaction statuses.
1582	<p>The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notices, including but not limited to counts and amounts for:</p>
	<ul style="list-style-type: none"> • Violation Notices generated;
	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • dismissals;
	<ul style="list-style-type: none"> • status or workflow stage and
	<ul style="list-style-type: none"> • re-issued.
1583	<p>The Contractor shall provide transaction activity reports that track activity on transactions/trips for each status or workflow stage, including but not limited to:</p>
	<ul style="list-style-type: none"> • number of invoices and Violation Notices issued;
	<ul style="list-style-type: none"> • tolls, fees and penalties assessed;
	<ul style="list-style-type: none"> • amounts dismissed;
	<ul style="list-style-type: none"> • amounts voided;
	<ul style="list-style-type: none"> • amount collected;
	<ul style="list-style-type: none"> • amount collected in I-Tolls and
	<ul style="list-style-type: none"> • unbilled tolls collected, if prepayment is allowed.
1584	<p>The Contractor shall provide reports that list the account number and overpayment amount on all transaction accounts that are overpaid as of a date.</p>
1585	<p>The Contractor shall design and implement reports that duplicate the format and content of the current reports in Attachment C: Sample Reports.</p>
1586	<p>The Contractor shall provide monthly and quarterly status reports that mimic the format provided in Attachment C: Sample Reports and includes additional information requested by the Authority during the Implementation Phase.</p>

1.16.2.2. Customer and Account Management Reports

Account management reports detail the overall status of accounts. The Contractor shall provide reports that detail account openings and closures, transitions from one account type to another (for example, an Unregistered account becoming a Registered account). Reports also shall be provided that give the Authority information about accounts that fall below the Insufficient Balance Threshold. These reports shall provide an indication of the overall success of the current Business Rules and may provide some insight into where potential changes could be made to enhance the customer experience or operational performance of the BOS.

1587	<p>The Contractor shall provide a comprehensive report that displays current account statistics for transaction totals and charges by the following criteria, including but not limited to:</p> <ul style="list-style-type: none"> • transaction totals and charges by Toll Facility; • transaction totals and charges by account types; • transaction totals and charges by Account Plan; • transaction totals and charges by status or workflow stage; • transaction totals and charges by payment option; • transaction totals and charges by account identification method and • transaction totals and charges by account statuses.
1588	<p>The Contractor shall provide a comprehensive report that displays all account creation and account closing information for a selected period by contact method (for example, detailing accounts open and closed via the Self-Service Website, by phone, by walk-in and by mail).</p>
1589	<p>The Contractor shall provide reports that detail all prepaid tolls and outstanding balances due for every account. This report should allow Authorized Users to specify only certain accounts based on criteria which includes, but is not limited to:</p> <ul style="list-style-type: none"> • account status; • account type; • account number and • dollar amount.
1590	<p>The Contractor shall provide a comprehensive report that displays all accounts and/or transponders that have Account Plans.</p>
1591	<p>The Contractor shall provide reports that display all balances, activity and statistics on accounts by account type, including but not limited to:</p> <ul style="list-style-type: none"> • accounts created; • transponders fulfilled; • accounts closed; • Account Plan utilization; • invoices and Violation Notices on account; • past due by status or workflow stage; • Violation Notices on hold; • Write-Offs; • accounts with debt in Collections; • accounts with Registration Holds placed; • accounts with active Violation(s);

	<ul style="list-style-type: none"> • payments and refunds processed and requested and • toll transaction disputes processed and in progress.
1592	<p>The Contractor shall provide a single report that provides the complete detailed account history for a single account. This report shall include a chronological listing of all activities for each activity type for a specified range of time between account inception and the current date, including but not limited to:</p> <ul style="list-style-type: none"> • toll transactions/trips – transaction time (entry and exit), location, Posting date/time, Tolling Location, expected toll, Posted toll and discounts (for example, Account Plans); • Financial Transactions – payment date, payment item, Payment Type, payment method, payment number (for example, check number), payment detail (for example, breakdown of tolls and fees paid) receipt number, amount due, paid amount; • reversal activity on Posted transactions (toll, non-toll, penalties, fees, financial) – reversal date, original transaction, reason; • Notifications – date, type, communications channel, Notification number, if applicable (invoice number, Violation Notice number), amount due in each status or workflow stage, due date; • account comments; • account statuses – date of change, from status, to status, user ID and trigger; • Account Plan(s) and activity; • Cases – date Case was established, Case status, Case disposition; • transponder activities and statuses - date of change, from status, to status, user ID, trigger; • dispute activity – date, transaction; invoice/Violation Notice/statement number, amount owed, reason, results; dismissal code, dismissed amount; • Violation activity – date, amount, payment, dismissal, aged to court or Collections; • court activity (obtained from the Collection Agency) – date, transaction, amount owed, disposition; • collection activity – date, Toll Facilities, Notification, amount placed, amount paid, dated recalled/canceled; • Registration Hold and release activity – date, license plate number, Notification, amount owed, results of motor vehicle department, date of hold/release and • account Maintenance activities.
1593	<p>The Contractor shall provide reports that list all customers’ financial activity on the account, including but not limited to:</p> <ul style="list-style-type: none"> • account number; • name and address records;

	<ul style="list-style-type: none"> • all notes and/or Cases related to the account or transactions;
	<ul style="list-style-type: none"> • beginning balance;
	<ul style="list-style-type: none"> • credits and debits by transaction type;
	<ul style="list-style-type: none"> • refunds;
	<ul style="list-style-type: none"> • reversals;
	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • dismissals;
	<ul style="list-style-type: none"> • adjustments and
	<ul style="list-style-type: none"> • ending balance.
1594	The Contractor shall provide reports that list all customers' financial activity on the account and reconcile to the Financial Accounts.
1595	The Contractor shall provide reports listing accounts that have no transaction or payment activity since a specified date (Configurable) or for a period of time (Configurable), including their history and current status.
1596	<p>The Contractor shall provide reports that identify the processed transactions, reconcile to operations reports and summarize the operations activity. Such reports shall summarize the operational activities performed in different customer service departments and areas, including but not limited to:</p> <ul style="list-style-type: none"> • totals for number of accounts opened and closed by type; • number of transponders assigned by type of transponder; • account replenishment; • invoices generated; • Violation Notices generated; • Violations filed with the court; • Account Plan-related transactions; • Cases opened; • Cases closed; • Cases escalated; • license plates and transponder transactions/trips in the Processing Exception List; • Notices on hold; • disputes processing status; • Evidence Packages created; • placed in collection; • eligible for Registration Hold;

	<ul style="list-style-type: none"> • successful Registration Hold;
	<ul style="list-style-type: none"> • eligible for Registration Hold release;
	<ul style="list-style-type: none"> • successful Registration Hold release;
	<ul style="list-style-type: none"> • account status;
	<ul style="list-style-type: none"> • any adjustments made;
	<ul style="list-style-type: none"> • customer I-Toll Transactions/Trips Posted and
	<ul style="list-style-type: none"> • other CSR activity.
1597	<p>The Contractor shall provide reports that display all customer and non-customer feedback by account type, contact method and users, including but not limited to:</p> <ul style="list-style-type: none"> • Cases by category; • suggestions by category; • Cases by time period and • suggestions by time period.
1598	<p>The Contractor shall provide reports that list accounts that require attention, including but not limited to:</p> <ul style="list-style-type: none"> • accounts that have Flags on the account indicating an issue (Configurable by Flag); • replenishment failure; • Credit Card expiration; • Excessive I-Tolls; • disputed Violation Notices; • debt at Collections; • Registration Hold; • overpayment; • refund requests; • open Case(s); • Violation Notices on hold; • bankruptcy; • negative balance; • inactivity; • Notifications that require review and • accounts that require follow up action by CSR or customer.
1599	<p>The Contractor shall provide reports that list the status of transactions/trips (count and revenue) processed by the BOS, identifying the exact position in all open workflow points for unpaid transactions, both home (the Authority) and Interoperable, that Posted to the</p>

	accounts, those that were rejected due to various reasons and those that are in any other terminal statuses. The reports shall reconcile to the financial reports and Interoperable reports.
1600	The Contractor shall provide reports that account for all shift activity with detailed and summarized financial information, including but not limited to: <ul style="list-style-type: none"> • all payment transactions processed for each payment item; • all payment transactions processed by payment method; • all payment transactions processed by Payment Type; • all payment transactions processed by payment channel; • all Financial Transactions dismissed; • all voided Financial Transactions; • all Financial Transactions reversed; • all Financial Transactions adjusted; • all Financial Transactions unapplied and re-applied; • all Financial Transactions waived and • all Financial Transactions waived by user.
1601	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to individual CSR activity reports.
1602	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to financial reconciliation reports.
1603	The Contractor shall provide reports that summarize the operational activities performed in different customer service departments and areas, including but not limited to: <ul style="list-style-type: none"> • WIC(s); • Self-Service Website; • Self-Service Mobile Application (Phase II and optional); • IVR; • contact center; • mailroom; • Case management department; • Third-Party Service Providers and • Collection Agency.
1604	The Contractor shall provide reports that summarize the payment processing activities performed in different customer service departments and areas, including but not limited to: <ul style="list-style-type: none"> • the separate WICs;

	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);
	<ul style="list-style-type: none"> • IVR;
	<ul style="list-style-type: none"> • contact center;
	<ul style="list-style-type: none"> • automated BOS replenishments;
	<ul style="list-style-type: none"> • Lockbox (optional);
	<ul style="list-style-type: none"> • electronic deposit;
	<ul style="list-style-type: none"> • mailroom;
	<ul style="list-style-type: none"> • Case management department;
	<ul style="list-style-type: none"> • Third-Party Service Providers;
	<ul style="list-style-type: none"> • Collection Agency and
	<ul style="list-style-type: none"> • courts.

1.16.2.3. Payment Processing Reports

1605	<p>The Contractor shall provide reports that track the Credit Card, ACH, check, cash and money order payments that are processed, including but not limited to:</p>
	<ul style="list-style-type: none"> • number and dollar value of payments;
	<ul style="list-style-type: none"> • refunds;
	<ul style="list-style-type: none"> • reversals;
	<ul style="list-style-type: none"> • adjustments;
	<ul style="list-style-type: none"> • voids;
	<ul style="list-style-type: none"> • payment date;
	<ul style="list-style-type: none"> • activity date;
	<ul style="list-style-type: none"> • settlements;
	<ul style="list-style-type: none"> • payment item;
	<ul style="list-style-type: none"> • payment source;
	<ul style="list-style-type: none"> • Payment Type, for example check, ACH, money order, cash;
	<ul style="list-style-type: none"> • payment method;
	<ul style="list-style-type: none"> • Credit Card type;
	<ul style="list-style-type: none"> • card details;
	<ul style="list-style-type: none"> • processed amounts;
	<ul style="list-style-type: none"> • Violation Notice number paid;
	<ul style="list-style-type: none"> • account debited and

	<ul style="list-style-type: none"> • account credited.
1606	The Contractor shall provide the capability to produce payment reports by payment source (for example, CSR, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR and Collection Agency) and by Payment Type (for example, Credit Card, ACH, check, cash and money order).
1607	<p>The Contractor shall provide reports that balance and reconcile the Credit Card processed by the BOS to the Credit Card Posting status provided by the Merchant Service Provider and allows operations to investigate discrepancies, including but not limited to:</p> <ul style="list-style-type: none"> • failed Credit Card transactions; • account number; • date and time; • successful Credit Card transactions that did not Post to an account; • Credit Cards that were processed by the BOS but not the Credit Card processor; • duplicate Credit Card processing; • duplicate Credit Card Posting; • total amount successfully processed; • total amount Posted to accounts; • total amounts identified as processed by the Credit Card processor; • variances and • chargebacks.
1608	<p>The Contractor shall provide reports that balance and reconcile the ACH transactions processed by the BOS to the ACH Posting status provided by the Merchant Service Provider/ACH processor and allows operations to investigate discrepancies, including but not limited to:</p> <ul style="list-style-type: none"> • failed ACH transactions; • account number; • date and time; • successful ACH transactions that did not Post to an account; • ACH transactions that were processed by the BOS but not the ACH processor; • duplicate ACH processing; • duplicate ACH Posting; • total amount successfully processed; • total amount Posted to accounts; • total amounts identified as processed by the ACH processor; • Variances, and

	<ul style="list-style-type: none"> • returns/rejects.
1609	The Contractor shall provide reports that detail returned checks processed during any timeframe, broken down by type of original payment (toll, fee and penalty).

1.16.2.4. Inventory Management Reports

Inventory management reports shall assist the Authority and the Contractor in review and management of inventory items.

1610	The Contractor shall provide transponder inventory reports that 1) track the transponder inventory by type of transponder and distributor; 2) ensure there are sufficient transponders in stock; 3) show the status of all transponders at all stages of transponder purchase, Fulfillment and recovery/disposition cycle, including but not limited to:
	<ul style="list-style-type: none"> • transponders issued to customers;
	<ul style="list-style-type: none"> • transponders by status;
	<ul style="list-style-type: none"> • transponders in warranty;
	<ul style="list-style-type: none"> • transponders in the return material authorization process;
	<ul style="list-style-type: none"> • transponders on order but not shipped;
	<ul style="list-style-type: none"> • transponders sold and • other operational statuses.
1611	The Contractor shall provide transponder status reports that track the issuance of inventory items, including but not limited to:
	<ul style="list-style-type: none"> • sold by item type;
	<ul style="list-style-type: none"> • by type of distribution method, for example, by mail, in WIC #1 and WIC #2;
	<ul style="list-style-type: none"> • number and frequency of inventory items distributed;
	<ul style="list-style-type: none"> • the inventory status;
	<ul style="list-style-type: none"> • the status of damaged transponders and • the status of failed transponders.
1612	The Contractor shall provide inventory reports that show beginning balance and end of month balance by inventory location.

1.16.2.5. ROV Lookup Reports

This series of reports provides information about the outcomes of the Authority’s ROV Lookup requests.

1613	The Contractor shall provide DMV Lookup reports that track the ROV Lookup requests and the responses from the various DMVs/ROV Lookup Service Provider(s).
1614	The Contractor shall provide DMV Lookup reconciliation reports that track the quantity of ROV Lookup requests by different attributes, including but not limited to:

	<ul style="list-style-type: none"> • Jurisdiction;
	<ul style="list-style-type: none"> • response (unknown at DMV, ROV provided);
	<ul style="list-style-type: none"> • ROV Lookup Service Provider;
	<ul style="list-style-type: none"> • Address status (forwarded to updated address, no forwarding address, good);
	<ul style="list-style-type: none"> • by date requested;
	<ul style="list-style-type: none"> • by date response was received and
	<ul style="list-style-type: none"> • address database used (temporary license plates, trucking, manual lookup).
1615	The Contractor shall provide ROV Lookup reports that reconcile the number of ROV Lookup requests to the invoices from the ROV Lookup Service Providers.
1616	The Contractor shall provide ROV Lookup reconciliation reports shall reconcile to appropriate financial and operations reports.

1.16.2.6. Notifications Reports

1617	The Contractor shall provide Notification reconciliation reports that track the different stages in the Notification process, including but not limited to: qualification, creation, quality review, printing, and mailing.
1618	The Contractor shall provide Notification reconciliation reports that track the quantity of Notification pieces by different attributes, including but not limited to:
	<ul style="list-style-type: none"> • qualified;
	<ul style="list-style-type: none"> • created;
	<ul style="list-style-type: none"> • quality reviewed;
	<ul style="list-style-type: none"> • printed;
	<ul style="list-style-type: none"> • distributed by Notification vendor;
	<ul style="list-style-type: none"> • Notification distribution channel;
	<ul style="list-style-type: none"> • by date qualified;
	<ul style="list-style-type: none"> • by date created;
	<ul style="list-style-type: none"> • by date quality review was performed;
	<ul style="list-style-type: none"> • by date the Notification was printed;
	<ul style="list-style-type: none"> • by date distributed;
	<ul style="list-style-type: none"> • Jurisdiction in which the license plate is registered;
	<ul style="list-style-type: none"> • Jurisdiction which the Notification was mailed to;
	<ul style="list-style-type: none"> • by batch (for example, quantity of Notification pieces processed in a certain batch of items);
	<ul style="list-style-type: none"> • by Notification item and
	<ul style="list-style-type: none"> • by Notification status (for example, bad address or paid).

1619	The Contractor shall provide Notification reconciliation reports that reconcile the Notification pieces as they move through various stages of the Notification process (for example if a piece of Notification qualified two weeks ago, where is that piece now?).
1620	The Contractor shall provide Notification tracking reports that show trends by Notification type and channel.
1621	The Contractor shall provide Notification reconciliation reports shall reconcile to appropriate financial and operations reports.

1.16.2.7. Collections Reports

The Collection Agencies will transmit payment information to the BOS via the Collections Interface. For example, when the Collection Agency #1 accepts a payment over the phone from a customer with transactions/trips in Collections, the Collection Agency will transmit that payment information which shall be Posted into the BOS.

The BOS shall have the capability to determine the source of the payment (for example, to determine if the payment was accepted from a BOS CSR or from Collection Agency #2) and record that source for tracking and reporting purposes.

1622	Provide reports that track the status of the collections efforts by individual Collection Agency and by Toll Facility, including but not limited to:
	<ul style="list-style-type: none"> • accounts, Notices and transactions/trips in Collections;
	<ul style="list-style-type: none"> • toll, fee and penalty amounts placed in Collections;
	<ul style="list-style-type: none"> • toll, fee and penalty collections to date;
	<ul style="list-style-type: none"> • source of toll, fee and penalty payment, for example Collection Agency staff, BOS staff, Lockbox Service Provider (optional), Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR;
	<ul style="list-style-type: none"> • outstanding toll, fee and penalty amounts;
	<ul style="list-style-type: none"> • adjustments and corrections;
	<ul style="list-style-type: none"> • any collection disputes, holds or resolution on the account;
	<ul style="list-style-type: none"> • open Cases associated with Collections;
	<ul style="list-style-type: none"> • amount received by the Collection Agency for each transaction in Collections and • how long the account has been in Collections.
1623	Provide Collections reports that list all Collections activity and reconcile to financial and Operations Reports including but not limited to by individual Collection Agency and by Toll Facility.
1624	Provide reports that track the Collections cost and show Collections trends and success rates by individual Collection Agency and by Toll Facility for Violation debt.
1625	Provide reports that track the Collections cost and show Collections trends and success rates by individual Collection Agency and by Toll Facility for negative account balance debt.

1.16.2.8. Registration Hold Reports

1626	The Contractor shall provide Registration Hold reports, including but not limited to:
	<ul style="list-style-type: none"> • current number and dollar value of transactions/trips associated with Registration Hold requests;
	<ul style="list-style-type: none"> • date of hold;
	<ul style="list-style-type: none"> • number of hold requests;
	<ul style="list-style-type: none"> • average number of days delinquent for Registration Hold;
	<ul style="list-style-type: none"> • current number and dollar value of accepted and denied Registration Hold;
	<ul style="list-style-type: none"> • current number and dollar value of Registration Hold terminated through quality review process;
	<ul style="list-style-type: none"> • current number and dollar value of payment on Registration Hold;
	<ul style="list-style-type: none"> • current number and dollar value of aging of transactions/trips in Registration Hold queue;
	<ul style="list-style-type: none"> • Registration Hold Notification and
	<ul style="list-style-type: none"> • current number and dollar value of Registration Hold in various Registration Hold statuses.
1627	The Contractor shall provide Registration Hold reports that list accounts and license plates where Registration Hold needs to be initiated, including but not limited to:
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • license plate number and Jurisdiction;
	<ul style="list-style-type: none"> • the date the license plate became eligible for Registration Hold;
	<ul style="list-style-type: none"> • the status of the Registration Hold;
	<ul style="list-style-type: none"> • the days in Registration Hold status and
	<ul style="list-style-type: none"> • all transaction details demonstrating the validity of the Registration Hold.
1628	The Contractor shall provide the capability to reconcile Registration Holds. For example, reconcile data which compares the BOS' records of current Registration Holds to the DMV's records.

1.16.2.9. Registration Hold Release Reports

1629	The Contractor shall provide Registration Hold release reports that list accounts and license plates where the Registration Hold needs to be released, including but not limited to:
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • license plate number and Jurisdiction;
	<ul style="list-style-type: none"> • the date the license plate became eligible for registration release;
	<ul style="list-style-type: none"> • the status of the registration release;

	<ul style="list-style-type: none"> • number and dollar value of registration release requests;
	<ul style="list-style-type: none"> • the days in registration release status and
	<ul style="list-style-type: none"> • all transaction details demonstrating the validity of the registration release.

1.16.2.10. Violations Reports

1630	<p>The Contractor shall provide Violations reports and Toll Facility, broken down by tolls, fees and penalties, including but not limited to:</p> <ul style="list-style-type: none"> • number and dollar value of Violations; • average number of days delinquent for Violations; • number and dollar value of Violations terminated through quality review process (for example, Violations determined to be ineligible for further escalation after review at any status or workflow stage); • number and dollar value of payment on Violations; • number and dollar value of aging of transactions/trips in Violations queue; • Violation Notices and • number and dollar value of Violations in various Violation statuses.
1631	<p>The Contractor shall provide Violation reports that list accounts and license plate and Jurisdiction where the Violation needs to be initiated, by Toll Facility, including but not limited to:</p> <ul style="list-style-type: none"> • account number; • license plate number and Jurisdiction; • the date the license plate became eligible for Violation; • the status of the Violations; • the days in Violation status and • all transaction details demonstrating the validity of the Violation.
1632	<p>The Contractor shall provide Violation reports that show payment trends and success rates for Violations by Toll Facility.</p>
1633	<p>The Contract shall provide a Violation report that shows the aging of all violations with the transaction count and associated value and the current collection stage.</p>
1634	<p>The Contractor shall provide a Violation report that shows the escalation stage in which violations are resolved (paid, reduced or dismissed) with the transaction count, amount paid, amount dismissed, amount reduced and amount remaining.</p>

1.16.2.11. Case Management Reports

1635	<p>The Contractor shall provide reports that list Case summary information (or details if selected), including but not limited to:</p>
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	<ul style="list-style-type: none"> • number of Cases by type;
	<ul style="list-style-type: none"> • number of Cases by Toll Facility;
	<ul style="list-style-type: none"> • Case established by, such as established by BOS, customer, or CSR;
	<ul style="list-style-type: none"> • Cases opened;
	<ul style="list-style-type: none"> • Cases closed;
	<ul style="list-style-type: none"> • Cases escalated;
	<ul style="list-style-type: none"> • number of Cases that failed to meet the Authority’s Performance Measures;
	<ul style="list-style-type: none"> • average Case handling time by priority;
	<ul style="list-style-type: none"> • longest Case handling time by priority and
	<ul style="list-style-type: none"> • number of affected accounts.
1636	<p>The Contractor shall provide reports that list the detailed Case information, including but not limited to:</p> <ul style="list-style-type: none"> • Case ID (i.e., uniquely identifies the Case record); • Case type; • account number, if applicable; • severity level or priority; • source of Case status; • created date; • resolved date; • number of days since creation; • number of days since last agent touch; • due date and time; • total time spent working on the Case; • total time spent by a specific user; • total time spent by a specific department; • action taken at each hand-off; • Case history; • related accounts and • Case description/free-form notes on the account.
1637	<p>The Contractor shall provide dispute (Case Type = Dispute) reconciliation reports, including but not limited to:</p> <ul style="list-style-type: none"> • Transponder-Based Transaction/Trip disputes; • Image-Based Transaction/Trip (I-Tolls and Violations) disputes;

	<ul style="list-style-type: none"> • payment for accepted and partially accepted disputes;
	<ul style="list-style-type: none"> • dismissed Transponder-Based Transactions/Trips;
	<ul style="list-style-type: none"> • dismissed Image-Based Transactions/Trips;
	<ul style="list-style-type: none"> • reassigned Transponder-Based Transactions/Trips and
	<ul style="list-style-type: none"> • reassigned Image-Based Transactions/Trips.
1638	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility that shall reconcile the Image-Based Transactions/Trips as the Image-Based Transactions/Trips move through various stages of the dispute process, including but not limited to:</p>
	<ul style="list-style-type: none"> • accepted disputes;
	<ul style="list-style-type: none"> • accepted, partially accepted and denied disputes;
	<ul style="list-style-type: none"> • dismissals and
	<ul style="list-style-type: none"> • reassignments.
1639	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility shall be provided, including but not limited to:</p>
	<ul style="list-style-type: none"> • dispute reasons;
	<ul style="list-style-type: none"> • dismissal reasons by type of dispute;
	<ul style="list-style-type: none"> • status of the toll when disputed;
	<ul style="list-style-type: none"> • disputes created by user;
	<ul style="list-style-type: none"> • resolution time;
	<ul style="list-style-type: none"> • number of open disputes;
	<ul style="list-style-type: none"> • number of closed disputes;
	<ul style="list-style-type: none"> • dispute Notifications received and
	<ul style="list-style-type: none"> • dispute Notifications sent.
1640	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility shall include all Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR transactions.</p>

1.16.3. Financial Management Reports

The BOS shall be capable of generating financial journals, trial balances, financial ledgers and transaction reports.

1641	<p>The Contractor shall provide for the selectable separation of reports by Interoperable Agencies, Third-Party Service Providers and/or Toll Facility, including but not limited to:</p>
	<ul style="list-style-type: none"> • WIC(s);
	<ul style="list-style-type: none"> • Self-Service Website;
	<ul style="list-style-type: none"> • Self-Service Mobile Application (Phase II and optional);

	<ul style="list-style-type: none"> • IVR;
	<ul style="list-style-type: none"> • courts;
	<ul style="list-style-type: none"> • contact center;
	<ul style="list-style-type: none"> • mailroom;
	<ul style="list-style-type: none"> • Lockbox (optional);
	<ul style="list-style-type: none"> • transponder and
	<ul style="list-style-type: none"> • Collection Agency.
1642	<p>The Contractor shall provide financial journal and ledger reports that list all accounts receivables by revenue type, by Toll Facility and in summary, including but not limited to:</p> <ul style="list-style-type: none"> • Transponder-Based Transaction/Trip; • Transponder-Based Transaction/Trip by account type; • Image-Based Transaction/Trip; • Notice by transaction status or workflow stage; • adjustments; • reversals; • refunds and their dispositions and • fees.
1643	<p>The Contractor shall provide transaction and revenue reconciliation reports that track a transaction throughout the revenue cycle (from its entry into the BOS until its closure) and help identify the final resolution of each transaction, including but not limited to:</p> <ul style="list-style-type: none"> • the expected number and revenue for all transactions/trips; • Posting status; • pending status (including workflow location(s)); • termination reasons; • collected/actual revenue; • percentage collected and • variances.
1644	<p>The Contractor shall provide an annual report that provides the analysis of Credit Card and ACH fees between TCA and the Authority's for the purpose of netting these fees out the interagency toll revenue payments.</p>
1645	<p>The Contractor shall provide the capability to generate all reports by Toll Facility.</p>

1.16.3.1. Trial Balance and Financial Account Reports

The Authority will utilize reports (journal entry file exports) from the BOS to import into the Authority's financial accounting systems for the purpose of recording financial active related to the

BOS. While there is no automated interface, the Authority intends to use these journal entry file exports to record financial activities into their respective general ledgers on a daily or weekly basis.

OCTA uses the Finance Enterprise, formally known as ONESolution, financial accounting system, which requires its own file format for import into its general ledger. Furthermore, the Authority has Business Rules and revenue recognition policies which the Contractor shall consider when developing the financial processes in the system; these details shall be identified during the Implementation Phase.

1646	The Contractor shall provide file export report of all BOS Financial Account activity to be used to record revenues in the Authority's financial systems.
1647	<p>The Contractor shall provide the capability for the Authority to receive information in sufficient detail to record revenues at different steps in the revenue cycle. (For example, before a Violation Notice is mailed, a transaction is in the "billable" stage and in a "billable" Financial Account and when that transaction is included on a Violation Notice, it is in the "billed" stage and in a "billed" Financial Account), including but not limited to:</p> <ul style="list-style-type: none"> • when transaction/trip is submitted to the BOS; • when billable (deemed billable but not yet billed); • when billed; • when paid (payment received from customer) and • when payment remitted to the Authority.
1648	The Contractor shall structure the Financial Accounts so revenues of one entity are not comingled with the revenues of another entity. For example, Image-Based Transaction/Trip toll revenue for one entity shall be separated in the Financial Account from Image-Based Transaction/Trip toll revenue of another entity, from Transponder-Based Transaction/Trip toll revenue and from fee revenue. Entities include the Authority and also include but are not limited to individual CTOC Agencies and the Collection Agency.
1649	The Contractor shall structure the Financial Accounts in such a way that all revenues and expenses from one Toll Facility are easily discernible from the revenues and expenses of other Toll Facilities.
1650	The Contractor shall provide trial balance reports that reconcile all Financial Accounts and confirm the credit and debit balance and show general ledger codes grouped and summarized by asset and liability.
1651	The Contractor shall provide Financial Account reports that reconcile to other transaction and financial reports.
1652	<p>The Contractor shall provide reports summarizing like Financial Accounts (for example, all toll revenue Financial Accounts for a particular Toll Facility), including but not limited to the following timeframes:</p> <ul style="list-style-type: none"> • month; • month-to-date; • quarter;

	<ul style="list-style-type: none"> • quarter-to-date;
	<ul style="list-style-type: none"> • year;
	<ul style="list-style-type: none"> • year-to-date;
	<ul style="list-style-type: none"> • from and to date;
	<ul style="list-style-type: none"> • from and to month and
	<ul style="list-style-type: none"> • from and to year.

1.16.3.2. Revenue Reports

1653	The Contractor shall provide a revenue report that reflects all revenue, including but not limited to:
	<ul style="list-style-type: none"> • Transponder-Based Transactions/Trips toll revenue;
	<ul style="list-style-type: none"> • Image-Based Transactions/Trips toll revenue;
	<ul style="list-style-type: none"> • all fees and
	<ul style="list-style-type: none"> • penalties.
1654	The Contractor shall provide a report that details potential lost revenue by status or workflow stage, as well as reasons for potential loss, such as a report listing those transactions/trips which still possess a receivable balance and have been placed on hold.

1.16.3.3. Payment Reports

1655	The Contractor shall provide a payments report that reflects all payments, including but not limited to:
	<ul style="list-style-type: none"> • Transponder-Based Transactions/Trips toll revenue;
	<ul style="list-style-type: none"> • Image-Based Transactions/Trips toll revenue;
	<ul style="list-style-type: none"> • prepayments;
	<ul style="list-style-type: none"> • all fees and
	<ul style="list-style-type: none"> • penalties.
1656	Payment reports shall reconcile to reports provided by the various interfaces, including but not limited to:
	<ul style="list-style-type: none"> • Credit Card processor;
	<ul style="list-style-type: none"> • Collections;
	<ul style="list-style-type: none"> • Interoperable Agencies;
	<ul style="list-style-type: none"> • bank deposits, and
	<ul style="list-style-type: none"> • Lockbox payments, if utilized.

1657	The Contractor shall provide an unallocated payments report that lists all payments that could not be associated with a transaction with sufficient detail for payment research, such as the ability to back-out and re-apply against outstanding receivable.
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1.16.3.4. Registered Account Reports

1658	The Contractor shall provide a report that reflects the prepaid balance in each account as of a point in time.
1659	The Contractor shall provide a report that reflects all replenishments to Registered accounts over a period of time.
1660	The Contractor shall provide a report that reflects all usage of prepaid funds over a period of time.
1661	The Contractor shall provide a report that reflects all adjustments to accounts over a period of time (for example, adjustments would include any transaction that affects an account balance that is not included on a replenishment report or a usage report).
1662	The Contractor shall provide a report that compares the calculated prepaid balance by account to the prepaid balance per the BOS at any point in time (for example, the calculated prepaid balance is the sum of the account balance as of the first day of the month plus replenishments less usage and plus/minus adjustments that occur during the month, compared to the BOS balance as of the end of the month). Variances shall be identified at the account level.

1.16.3.5. Receivable Reports

1663	<p>The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees and penalties) for each status or workflow stage, by Toll Facility, including but not limited to:</p> <ul style="list-style-type: none"> • in process (not yet charged to account); • charged to account (but not yet invoiced or included on a Violation Notice); • Notice of Toll Evasion Violation; • Notice of Delinquent Toll Evasion Violation; • Collection Agency; • Registration Hold and • court.
1664	<p>The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees, penalties) by number of days past due and Toll Facility, including but not limited to:</p> <ul style="list-style-type: none"> • in process (not yet Posted to an account); • Posted to an account (but not yet invoiced or sent a Violation Notice); • current due (invoiced or sent a Violation Notice but not yet past due); • past due 1-30 days;

	<ul style="list-style-type: none"> • past due 31-60 days;
	<ul style="list-style-type: none"> • past due 61-90 days;
	<ul style="list-style-type: none"> • past due 91-120 days;
	<ul style="list-style-type: none"> • past due 121-180 days;
	<ul style="list-style-type: none"> • past due 181 days -12 months;
	<ul style="list-style-type: none"> • past due 12-24 months;
	<ul style="list-style-type: none"> • past due 24-36 months;
	<ul style="list-style-type: none"> • past due 36-48 months;
	<ul style="list-style-type: none"> • past due 48-60 months and
	<ul style="list-style-type: none"> • past due > 60 months.
1665	The Contractor shall provide invoicing summary reports by Toll Facility, detailing the composition of transactions/trips appearing on Violation Notices by Toll Facility.
1666	The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notice transactions, including but not limited to counts and amounts for:
	<ul style="list-style-type: none"> • Violation Notices generated;
	<ul style="list-style-type: none"> • payments;
	<ul style="list-style-type: none"> • dismissals;
	<ul style="list-style-type: none"> • status or workflow stage and
	<ul style="list-style-type: none"> • re-issued.

1.16.3.6. Collection Agencies Reports

1667	The Contractor shall provide reports that track the status of Collections activities, by individual Collection Agency and by Toll Facility, including but not limited to:
	<ul style="list-style-type: none"> • number and dollar value of Collections Placements in Collections;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips in Collections;
	<ul style="list-style-type: none"> • number and dollar value of Collections Placements successfully collected;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips successfully collected;
	<ul style="list-style-type: none"> • outstanding amounts (total and separated by fees, penalties and tolls);
	<ul style="list-style-type: none"> • amounts collected (total and separated by fees, penalties and tolls) by payment source (BOS, Collection Agency #1 or Collection Agency #2);
	<ul style="list-style-type: none"> • length of time in Collections;
	<ul style="list-style-type: none"> • accounts recalled from Collections (total and separated by fees, penalties and tolls);

	<ul style="list-style-type: none"> • transactions/trips recalled from Collections (total and separated by fees, penalties and tolls);
	<ul style="list-style-type: none"> • accounts returned uncollectible;
	<ul style="list-style-type: none"> • transactions/trips returned uncollectible and
	<ul style="list-style-type: none"> • success rate.
1668	The Contractor shall provide Collections inventory reports that reconcile to Collections monthly inventory by Collection Agency, and provide status on Collections, including but not limited to:
	<ul style="list-style-type: none"> • number and dollar value of outstanding accounts in Collections at the beginning of the month;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips in Collections at the beginning of the month;
	<ul style="list-style-type: none"> • number and dollar value of accounts added during the month;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips added during the month;
	<ul style="list-style-type: none"> • number and dollar value of accounts returned at the end of the month, by type;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips returned at the end of the month, by type;
	<ul style="list-style-type: none"> • number and dollar value of outstanding accounts in Collections at the end of the month;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips in Collections at the end of the month and
	<ul style="list-style-type: none"> • outstanding amount in Collections at the end of the month.

1.16.3.7. Write-Off Reports

1669	The Contractor shall provide a listing of all eligible and processed Write-Offs and their disposition (such as sent to the Authority for approval, Approved by the Authority, processed), by Toll Facility and in summary, broken down by toll, fee and penalty including but not limited to: all account-level and transaction-level Write-Offs and prior year Write-Offs paid in current year with a breakdown by selectable period for each year.
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1.16.3.8. CTOC Reports

1670	The Contractor shall provide all Interoperable Agency and Toll Facility Reports described in Attachment A: WRTO and CTOC Technical Specifications for Interagency Electronic Data Interchange. The Interoperable reports provided in the BOS shall be updated and modified to be in compliance with the Interoperable Agency Interface specifications.
1671	The Contractor shall provide reports on the status of Interoperable reports and file transmissions to all Toll Facilities, such as files expected but not received, issues with file transmissions/data, etc.
1672	The Contractor shall provide the following reports:

	<ul style="list-style-type: none"> • summary report;
	<ul style="list-style-type: none"> • Interoperable Agency discrepancy;
	<ul style="list-style-type: none"> • adjustments report (Interoperable Agency) and
	<ul style="list-style-type: none"> • Toll Facility discrepancy report.

1.16.4. Operations Reports

1.16.4.1. Operations Management Reports

Operations management reports shall provide insight into the review and management of operations and assess performance.

1673	The Contractor shall provide real-time operations reports.
1674	The BOS shall provide the capability to drill-down to the details for a selected transaction, including the image associated with the license plate if applicable.
1675	The Contractor shall provide BOS performance reports that track the performance of CSC Operations, including but not limited to:
	<ul style="list-style-type: none"> • customer contacts, mail handling and Violation Notification response;
	<ul style="list-style-type: none"> • Case handling;
	<ul style="list-style-type: none"> • first contact resolution;
	<ul style="list-style-type: none"> • transponder Fulfillment;
	<ul style="list-style-type: none"> • payments processed;
	<ul style="list-style-type: none"> • customer disbursements processed;
	<ul style="list-style-type: none"> • Interoperable Agency settlements processed;
	<ul style="list-style-type: none"> • returned payments processed;
	<ul style="list-style-type: none"> • chargebacks processed;
	<ul style="list-style-type: none"> • payment plans initiated and
	<ul style="list-style-type: none"> • balancing and reconciliation.
1676	The Contractor shall provide staff performance reports that track the performance of individual Authorized Users over a period of time (for example, daily weekly and monthly) including but not limited to:
	<ul style="list-style-type: none"> • customer contacts, mail handling and Notification response;
	<ul style="list-style-type: none"> • Case handling;
	<ul style="list-style-type: none"> • first contact resolution;
	<ul style="list-style-type: none"> • transponder Fulfillment;
	<ul style="list-style-type: none"> • payments processed;
	<ul style="list-style-type: none"> • customer disbursements processed;

	<ul style="list-style-type: none"> • Interoperable Agency settlements processed;
	<ul style="list-style-type: none"> • returned payments processed;
	<ul style="list-style-type: none"> • chargebacks processed;
	<ul style="list-style-type: none"> • payment plans initiated and
	<ul style="list-style-type: none"> • balancing and reconciliation.

1.16.4.2. Self-Service Website Reports

1677	<p>The Contractor shall provide Self-Service Website activity reports that list all activity associated with the Self-Service Website, and enable operations to assess the Self-Service Website’s effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> • number of accounts setup via the Self-Service Website; • account statements accessed; • account Maintenance activities; • payments; • disputes; • Cases opened; • Violation Notice inquires and • other general information.
1678	<p>The Contractor shall provide reporting on the Self-Service Website usage, including but not limited to:</p> <ul style="list-style-type: none"> • number of individual hits by screen; • number of page views; • number of repeat visitors versus new visitors; • bounce rate; • number of updates made to accounts and • number of functional processes, for example Violation Notice payments.

1.16.4.3. Self-Service Mobile Application Reports (Phase II and optional)

1679	<p>The Contractor shall provide Self-Service Mobile Application activity reports that list all activity associated with the Self-Service Mobile Application, and enable operations to assess the Self-Service Mobile Application’s effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> • number of accounts setup via the Self-Service Mobile Website; • account statements accessed; • account Maintenance activities; • payments;
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	<ul style="list-style-type: none"> • disputes;
	<ul style="list-style-type: none"> • Cases opened;
	<ul style="list-style-type: none"> • Notice inquires and
	<ul style="list-style-type: none"> • other general information.
1680	<p>The Contractor shall provide reporting on the Self-Service Mobile Website usage, including but not limited to:</p> <ul style="list-style-type: none"> • number of individual hits by screen; • number of page views; • number of repeat visitors versus new visitors; • bounce rate; • number of updates made to accounts and • number of functional processes, for example account replenishments.

1.16.4.4. Contact Center Reports

1681	<p>The Contractor shall provide contact center reports that help determine how the Contact center is functioning and its effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> • quality score rating for CSRs; • average talk time; • number of calls offered to CSRs; • number of calls answered by CSRs; • number of calls abandoned; • average time before abandonment; • service level (what percentage of the calls are answered within the agreed-upon timeframe, such as what percentage of calls are answered within 60 seconds); • average speed of answer; • abandon rate; • CSR availability; • account Maintenance activities; • payments processed; • transaction history accessed; • requested customer support and • obtained general information.
1682	<p>The Contractor shall provide other performance reports to monitor, including but not limited to:</p>

	<ul style="list-style-type: none"> total number of calls taken by the IVR System;
	<ul style="list-style-type: none"> total number of calls taken using virtual queuing;
	<ul style="list-style-type: none"> total number of calls taken by the CSR (separate by Spanish and English);
	<ul style="list-style-type: none"> the number of and average length of calls handled for each line;
	<ul style="list-style-type: none"> the average and maximum wait time for each line;
	<ul style="list-style-type: none"> the time taken for a CSR to answer a call once that option is selected and
	<ul style="list-style-type: none"> the number of times a given menu is repeated consecutively during a given call.
1683	The Contractor shall provide other performance reports to monitor emails, including but not limited to:
	<ul style="list-style-type: none"> number of emails received CSRs;
	<ul style="list-style-type: none"> number of emails answered by group or individual CSRs;
	<ul style="list-style-type: none"> number of emails unanswered;
	<ul style="list-style-type: none"> average speed of answer by time period, daily, weekly, monthly;
	<ul style="list-style-type: none"> CSR availability and email purpose.
1684	The Contractor shall provide other performance reports to monitor chats, including but not limited to:
	<ul style="list-style-type: none"> number of chats offered to CSRs;
	<ul style="list-style-type: none"> number of chats answered by CSRs;
	<ul style="list-style-type: none"> number of chats abandoned;
	<ul style="list-style-type: none"> average speed of answer by time period, daily, weekly, monthly;
	<ul style="list-style-type: none"> CSR availability and chat purpose.
1685	The Contractor shall provide other performance reports to monitor texting, including but not limited to:
	<ul style="list-style-type: none"> number of texts offered to CSRs;
	<ul style="list-style-type: none"> number of texts answered by CSRs;
	<ul style="list-style-type: none"> number of texts unanswered;
	<ul style="list-style-type: none"> average speed of answer by time period, daily, weekly, monthly;
	<ul style="list-style-type: none"> CSR availability and Text purpose.

1.16.4.5. Print/Mail Reports

1686	<p>The Contractor shall provide reports that allow operations to monitor the Print/Mail House Service Provider (optional) and/or Contractor performance against agreed to Performance Measures and manage USPS mailing activities, including but not limited to:</p> <ul style="list-style-type: none"> • quantity of Notification per type; • mailing time since receipt of files; • Notifications rejected and not mailed with reasons and • Exceptions.
1687	<p>The Contractor shall provide reports that show trends as they relate to USPS mailing operations workflow performance (volumes and amounts printed and mailed), including but not limited to:</p> <ul style="list-style-type: none"> • Notification for each page limit (for example one-page, two-page, etc.); • additional inserts; • printing and mailing exceptions; • returned mail, with and without forwarding address; • bad address and • performance against the agreed upon Performance Measures as a percentage by type of Notification.
1688	<p>The Contractor shall provide reports that can be used to reconcile/verify invoices from the Print/Mail House Service Provider (optional).</p>

1.16.4.6. BOS Management Reports

1689	<p>The Contractor shall provide reports that allow for transaction/trip reconciliation of the BOS, including but not limited to:</p> <ul style="list-style-type: none"> • transactions/trips exchanged with the ETTM System; • transactions/trips Posted to accounts and • transactions/trips exchanged with Interoperable Agencies.
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1.16.4.7. Contractor Performance Requirements Reports

Contractor Performance Measures reports shall assist the Authority and the Contractor in tracking, management, and assessing of the Contractor against the Performance Measures. The reports shall be designed and Approved during the Reports Design Workshop.

1690	<p>The Contractor shall provide BOS-generated reports that allow Authorized Users to monitor performance to date against each of the Performance Measures. For example, the month to date and year to date performance against any individual Performance Measure.</p>
1691	<p>To the extent possible the reports shall automatically calculate the actual performance against the required Performance Measure(s).</p>

1692	The Contractor shall provide the capability to select a random sample of the work for review and audit including but not limited to:
	<ul style="list-style-type: none"> • provide hyperlinked report reflecting a random sample of a certain number of Cases over a certain period of time (for example, 100 Cases which were opened or closed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each Case and
	<ul style="list-style-type: none"> • provide hyperlinked report reflecting a random sample of a certain number of adjusted or reversed transactions/trips over a certain period of time (for example, 100 transactions/trips that were dismissed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each dismissal.

1.16.4.8. ETTM Contractor Performance Measures Reports

ETTM System Contractor Performance Measures reports shall assist the Authority, the Contractor and the ETTM System Contractor in tracking, management, and assessing of the ETTM System Contractor against a subset of their Performance Measures. The ETTM System Contractor has the responsibility to provide for the majority of their Performance Measures Reporting. The report shall be designed and Approved during the Reports Design Workshop.

1693	The Contractor shall provide reports that allow Authorized Users to monitor the ETTM System Contractor performance to date against a subset of the ETTM System Requirements Performance Measures.
1694	The Contractor shall provide ETTM System Contractor performance reports which track the performance of the ETTM System, including but not limited to:
	<ul style="list-style-type: none"> • exchange of data and files between the ETTM System and the BOS and
	<ul style="list-style-type: none"> • results of all BOS and CSC Operations Contractor QA activities (for example, trip building and image processing accuracy).

1.16.5. Interface Reconciliation Reports

1.16.5.1. General Requirements for Interface Reconciliation Reports

The BOS interfaces with various other systems and Third-Party Service Providers, as such, reconciliation of the data transfer process and exception identification are critical elements of the BOS. In Interfaces where the BOS initiates the file transfer process, the BOS shall track the successful creation of the file as required by the schedule (Configurable), the successful transfer of the file, the acknowledgement by the third-party of the successful receipt and processing of the file, the receipt of the reconciliation or response file from the third-party and the BOS's successful receipt, processing and acknowledgment of the response file. A similar tracking and reporting shall be provided when the BOS is the recipient of the transfer process. Reconciliation reports shall reconcile to other BOS and financial reports and shall meet the following Requirements.

These reconciliation reports shall be provided in addition to, and not in lieu of, automated reconciliation processes as described in the Requirements.

1.16.5.2. Reconciliation with ETTM System Transactions, Reconciliation Files and Images Reports

These reports shall allow the balancing and reconciliation of transactions/trips and images throughout the revenue cycle, identify variances and errors and assist in investigating the problems, thus minimizing lost revenue. Such reports shall help identify trends in the flow of transactions, their final termination and reconciliation to the ETTM System. The transmission of the Transponder Status List files received from the Interoperable Agencies and the home Transponder Status List to the ETTM System also shall be tracked.

1695	The Contractor shall provide transaction and image reconciliation reports that help identify issues, including but not limited to: transmission errors, data validity errors, missing images, missing transactions, traffic and transaction trends and exceptions.
1696	The Contractor shall provide transaction transmission reconciliation reports that help validate that all transactions/trips transmitted by the ETTM System made it to the BOS and are correctly processed. These reports also shall validate that all other transmissions made by the ETTM System were successfully received by the BOS and that all transmissions made by the BOS are successfully received by the ETTM System.
1697	The Contractor shall provide daily transaction transmission reconciliation reports that list all the transactions/trips transmitted to the BOS, the number of transactions/trips and the time these transactions/trips were acknowledged by the BOS. These reports also shall list the transactions/trips transmitted to the BOS that were rejected, the status of the re-transmission and records that were identified as exceptions by the receiving entity.
1698	The Contractor shall provide transaction/trip transmission reconciliation reports that summarize the transactions/trips (quantity, amount, Posting status and Posted/paid amounts) by Payment Type that can be validated against ETTM System reports.
1699	The Contractor shall provide image transmission reconciliation reports that help validate that all images and associated transactions/trips transmitted by the ETTM System were successfully received by the BOS. The reports shall list all the transaction images transmitted to the BOS, the number of images and data set in each file, as well as the time these files were acknowledged by the BOS.
1700	The Contractor shall provide image transmission reconciliation reports that list the transactions/trips transmitted to the BOS that were rejected and the status of the re-transmission and images identified as exceptions by the BOS.
1701	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with the Financial Account reports and ETTM Systems reports.
1702	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with accounts receivable and revenue reports for all transactions.
1703	The Contractor shall provide reports that track the receipt of the TSL to the ETTM Systems.

1.16.5.3. Reconciliation with Interoperable Agencies Reports

Interoperability reports are provided to assist in reconciling transaction/trips and financial settlement with Interoperable agencies.

1704	The Contractor shall provide all CTOC reports based on the most recent ICD at the time of Go-Live. The current CTOC ICD is in Attachment A: WRTO and CTOC Technical Specifications for Interagency Electronic Data Interchange.
1705	The Contractor shall provide all CTOC type reports for all interoperable and other service related transactions/trips processed by TCA.

1.16.5.4. Reconciliation with ROV Lookup Source(s) Reports

The BOS shall Interface directly with one or more ROV Lookup sources including multiple direct DMV connections and a third-party ROV Lookup Provider to obtain vehicle registration information. The California DMV Interface shall also be used for the placement and removal of Registration Holds. The exchange of information and status shall be tracked and reported. Reports provided by the BOS shall match the transactional data provided to the applicable ROV Lookup Service Provider.

1706	The Contractor shall provide reports that track the transmission of each vehicle registration lookup request, acknowledgment and response to each request. Data shall include the processing status of each record, including re-transmission and response code for each ROV Lookup Service Provider (initially California, Arizona, Oregon and Nevada DMVs and the Contractor-selected ROV Lookup Provider).
1707	The Contractor shall provide reports that help identify license plates, including but not limited to: <ul style="list-style-type: none"> • by Jurisdiction; • by license Plate Type including temporary plates; • license plates for which no registration data is provided; • reason that no registration data is provided; • license plates that have no registration data after an established period of time (Configurable); • problematic license Plate Types and • exceptions that need to be investigated (Cases).
1708	The Contractor shall provide reports that provide ROV Lookup request and response trends by ROV Lookup Service Provider, Jurisdiction, date and license Plate Type.
1709	The Contractor shall provide reports that reconcile Registration Hold requests with applicable DMV(s) initially California, including but not limited to: <ul style="list-style-type: none"> • number of Registration Hold requests; • number of Registration Holds placed; • number of Registration Hold requests rejected; • reason that the Registration Hold request was rejected; • exceptions that need to be investigated (Cases). • number of payments received at DMV;

	<ul style="list-style-type: none"> • dollar amount of payments received at DMV;
	<ul style="list-style-type: none"> • payments amount received from DMV and
	<ul style="list-style-type: none"> • number of Registration Holds released;
1710	The Contractor shall provide reports that track Registration Hold statuses and any discrepancies between the status per the BOS and the status per the DMV or out-of-state DMV.

1.16.5.5. Reconciliation with Rental Car Companies Reports

The BOS utilizes the rental car company file exchange process (in addition to what rental car companies can perform on the Self-Service Website Portal) to maintain the vehicle database. File uploads also shall be used to obtain/update vehicle license plates.

1711	The Contractor shall provide the same reports for rental cars processed through TCA.
1712	The Contractor shall provide reports that track the vehicle license plate information provided by the rental car company, including but not limited to:
	<ul style="list-style-type: none"> • files transmitted or loaded;
	<ul style="list-style-type: none"> • license plates added;
	<ul style="list-style-type: none"> • license plates identified as exceptions;
	<ul style="list-style-type: none"> • effective beginning and end dates/times of the license plates;
	<ul style="list-style-type: none"> • updates made to the license plate information and
	<ul style="list-style-type: none"> • the processing status of the license plates.
1713	The Contractor shall provide reports that track the rental information provided by the rental car company, including but not limited to:
	<ul style="list-style-type: none"> • files transmitted or loaded;
	<ul style="list-style-type: none"> • Image-Based Transactions/Trips against license plate and/or renter/operator for rental period;
	<ul style="list-style-type: none"> • outstanding amounts;
	<ul style="list-style-type: none"> • vehicle status (Registration Hold);
	<ul style="list-style-type: none"> • Notices and Alerts;
	<ul style="list-style-type: none"> • status or workflow stage and
	<ul style="list-style-type: none"> • exceptions.
1714	The Contractor shall provide reports that reconcile to Image-Based Transaction/Trip noticing and financial reports.
1715	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity on rental car company license plates.
1716	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity by license plate.

1.16.5.6. Merchant Account Reconciliation with Merchant Service Provider Reports

The BOS shall Interface with the Merchant Service Provider for processing Credit Card payments and refunds.

1717	<p>The BOS shall balance and reconcile every record processed, including but not limited to:</p> <ul style="list-style-type: none"> • payments (sales); • voids; • refunds; • exceptions and • chargebacks, chargeback reversals and replenishment.
1718	<p>The BOS shall load and process the Merchant Service Provider reconciliation files in support of the detailed reconciliation.</p>
1719	<p>The Contractor shall provide reports that track the Credit Card files transmitted to the Merchant Service Provider in batch mode and/or records transmitted in real-time, including but not limited to:</p> <ul style="list-style-type: none"> • number of payments; • chargebacks, chargeback reversals and replenishments; • refunds; • reversals; • adjustments; • errors; • authorizations; • settlements; • payment source; • Credit Card type; • processed amounts; • process status (for example accepted, declined); • counts and amounts reported by the Merchant Service Provider for each transaction type; • counts and amounts reported by the Merchant Service Provider for each card type; • variances; • declined reasons; • date and time of transmission; • Credit Card account number in PCI-compliant format;

	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • number of attempts and
	<ul style="list-style-type: none"> • processing fees.
1720	<p>The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:</p>
	<ul style="list-style-type: none"> • records in the file;
	<ul style="list-style-type: none"> • response received;
	<ul style="list-style-type: none"> • errors;
	<ul style="list-style-type: none"> • no response;
	<ul style="list-style-type: none"> • retries;
	<ul style="list-style-type: none"> • old expiration date;
	<ul style="list-style-type: none"> • new expiration date;
	<ul style="list-style-type: none"> • Credit Card account number in PCI-compliant format;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • current account balance (receivable or prepaid);
	<ul style="list-style-type: none"> • status of update;
	<ul style="list-style-type: none"> • exceptions and
	<ul style="list-style-type: none"> • account Alerts.
1721	<p>The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:</p>
	<ul style="list-style-type: none"> • records in the file;
	<ul style="list-style-type: none"> • response received;
	<ul style="list-style-type: none"> • errors;
	<ul style="list-style-type: none"> • no response;
	<ul style="list-style-type: none"> • retries;
	<ul style="list-style-type: none"> • old information;
	<ul style="list-style-type: none"> • new information;
	<ul style="list-style-type: none"> • Credit Card account number in PCI-compliant format;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • current account balance (receivable or prepaid);
	<ul style="list-style-type: none"> • status of update;
	<ul style="list-style-type: none"> • exceptions and
	<ul style="list-style-type: none"> • account Alerts.

1722	The Contractor shall provide reports that display Credit Card payment processing fees, including but not limited to:
	<ul style="list-style-type: none"> • card type;
	<ul style="list-style-type: none"> • transaction type;
	<ul style="list-style-type: none"> • quantity processed;
	<ul style="list-style-type: none"> • amount processed;
	<ul style="list-style-type: none"> • per-transaction fees and • percentage fees.
1723	The Contractor shall provide reports that display Credit Card payment processing trends, including but not limited to:
	<ul style="list-style-type: none"> • card type;
	<ul style="list-style-type: none"> • amount processed;
	<ul style="list-style-type: none"> • amount declined;
	<ul style="list-style-type: none"> • quantity;
	<ul style="list-style-type: none"> • number of errors;
	<ul style="list-style-type: none"> • transaction type (for example, payment, replenishment, reversal, refund);
	<ul style="list-style-type: none"> • fees and • percentages.
1724	The Contractor shall provide reports that balance to financial reports.
1725	The Contractor shall provide reports that balance to settlement reports.
1726	The Contractor shall provide reports that balance to account reports.
1727	The Contractor shall provide reports that balance to operations (CSR, Website, IVR) reports.
1728	The Contractor shall provide reports that validate compliance to the Performance Measures and note the exceptions.

1.16.5.7. Reconciliation with Credit Card Update Service Provider Reports

1729	The Contractor shall provide reports that reflect successful or unsuccessful transmission of update files.
1730	The Contractor shall provide reports that reflect the number of updates requested from the Credit Card update service provider.
1731	The Contractor shall provide reports that reflect the number of updated Credit Card files received from the Credit Card update service provider.
1732	The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:
	<ul style="list-style-type: none"> • records in the file;

	<ul style="list-style-type: none"> • response received;
	<ul style="list-style-type: none"> • errors;
	<ul style="list-style-type: none"> • no response;
	<ul style="list-style-type: none"> • retries;
	<ul style="list-style-type: none"> • old expiration date;
	<ul style="list-style-type: none"> • new expiration date;
	<ul style="list-style-type: none"> • Credit Card account number in PCI-compliant format;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • current account balance (receivable or prepaid);
	<ul style="list-style-type: none"> • status of update;
	<ul style="list-style-type: none"> • exceptions and
	<ul style="list-style-type: none"> • account Alerts.
1733	<p>The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:</p>
	<ul style="list-style-type: none"> • records in the file;
	<ul style="list-style-type: none"> • response received;
	<ul style="list-style-type: none"> • errors;
	<ul style="list-style-type: none"> • no response;
	<ul style="list-style-type: none"> • retries;
	<ul style="list-style-type: none"> • old information;
	<ul style="list-style-type: none"> • new information;
	<ul style="list-style-type: none"> • Credit Card account number in PCI-compliant format;
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • current account balance (receivable or prepaid);
	<ul style="list-style-type: none"> • status of update;
	<ul style="list-style-type: none"> • exceptions and
	<ul style="list-style-type: none"> • account Alerts.

1.16.5.8. Reconciliation with the Authority's Bank Reports

All payments and funds received by the BOS are deposited in the Authority's Bank Accounts. The Authority requires the capture of all deposit data in the BOS. Fees for services provided also must be reflected separately in the reporting.

1734	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile files received from and sent to the banks have been processed.
1735	The Contractor shall provide reports that support and identify source of errors, variances and exceptions.
1736	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile expected revenue to the actual revenue for each account established by the BOS.
1737	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to the financial reports.
1738	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to payments received by the BOS from various entities, such as Interoperable Agencies, Credit Card processor and Lockbox Service Provider (optional).
1739	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various agencies.
1740	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various entities, such as Interoperable Agencies and customer refunds.
1741	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to the bank statements provided by the bank, including but not limited to:
	<ul style="list-style-type: none"> • beginning balance;
	<ul style="list-style-type: none"> • activities for the month (such as payments, adjustments and checks cleared);
	<ul style="list-style-type: none"> • deposits in transit;
	<ul style="list-style-type: none"> • outstanding checks;
	<ul style="list-style-type: none"> • reconciling items and • ending balance.

1.16.5.9. Reconciliation with Collections Reports

The Contractor shall utilize collection services to pursue Image-Based Transactions/Trips and other unpaid receivable balances.

1742	Reports provided by the BOS shall track:
	<ul style="list-style-type: none"> • the transmission of files;
	<ul style="list-style-type: none"> • Collections Placements in Collections by Collection Agency;
	<ul style="list-style-type: none"> • collections aging and • performance of each Collection Agency.
1743	The Contractor shall provide reports that track the transmission of the collection files and Collections responses including but not limited to:
	<ul style="list-style-type: none"> • number and dollar value of accounts by account type in the Collections file;
	<ul style="list-style-type: none"> • outstanding amounts (fees, penalties and Tolls);

	<ul style="list-style-type: none"> • number and dollar value of Collections Placements;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips;
	<ul style="list-style-type: none"> • number of responses received and
	<ul style="list-style-type: none"> • number of errors.

1.16.5.10. Reconciliation with California FTB Tax Intercept Program Reports

The Contractor shall utilize the California FTB to pursue Image-Based Transactions/Trips and other unpaid receivable balances.

1744	Reports provided by the BOS shall track:
	<ul style="list-style-type: none"> • the transmission of files;
	<ul style="list-style-type: none"> • debts placed with FTB;
	<ul style="list-style-type: none"> • debt at FTB aging and
	<ul style="list-style-type: none"> • performance of FTB.
1745	The Contractor shall provide reports that track the transmission of files and FTB responses, including but not limited to:
	<ul style="list-style-type: none"> • number and dollar value of accounts by account type in the FTB file;
	<ul style="list-style-type: none"> • outstanding amounts (fees, penalties and tolls);
	<ul style="list-style-type: none"> • number and dollar value of FTB Placements;
	<ul style="list-style-type: none"> • number and dollar value of transactions/trips;
	<ul style="list-style-type: none"> • number of responses received and
	<ul style="list-style-type: none"> • number of errors.

1.16.5.11. Reconciliation with Lockbox Reports (optional)

All payments and funds received by the Lockbox Service Provider (if elected) are deposited in the Authority’s Bank Accounts. The Authority requires the capture of all deposit data in the BOS. If the Contractor provides a Lockbox Service Provider, the following applies:

1746	The Contractor shall provide reports that track Lockbox Service Provider payments (summary and detail), including but not limited to:
	<ul style="list-style-type: none"> • account number;
	<ul style="list-style-type: none"> • Payment Type;
	<ul style="list-style-type: none"> • number of payments;
	<ul style="list-style-type: none"> • payment amounts;
	<ul style="list-style-type: none"> • payment dates;
	<ul style="list-style-type: none"> • document type;

	<ul style="list-style-type: none"> • document number;
	<ul style="list-style-type: none"> • amount exceptions;
	<ul style="list-style-type: none"> • account exceptions and
	<ul style="list-style-type: none"> • other exceptions.
1747	The Contractor shall provide reports that balance to financial reports.
1748	The Contractor shall provide reports that balance to settlement reports.
1749	The Contractor shall provide reports that balance to account reports.
1750	The Contractor shall provide reports that display payment trends.

1.16.5.12. Reconciliation with Print/Mail House Service Provider Reports (optional)

The Contractor may utilize the services of third-party Print/Mail House Service Provider(s) to mail Notifications to customers. The reconciliation of the Notifications transmitted to the Print/Mail House Service Provider(s) and tracking of mailing date is critical to the CSCBOS operations.

1751	The Contractor shall provide reports that track the Notification files and the Print/Mail House Service Provider responses, including but not limited to:
	<ul style="list-style-type: none"> • number of records transmitted;
	<ul style="list-style-type: none"> • number of responses received;
	<ul style="list-style-type: none"> • number of bad addresses and
	<ul style="list-style-type: none"> • number of corrections made.
1752	The Contractor shall provide reports that track the Notification files transmitted to the Print/Mail House Service Provider, including but not limited to:
	<ul style="list-style-type: none"> • Notification type quantity and total dollar value;
	<ul style="list-style-type: none"> • number of Violation Transactions/Trips and fees and penalties in each Notice;
	<ul style="list-style-type: none"> • date transmitted;
	<ul style="list-style-type: none"> • response on each Notification;
	<ul style="list-style-type: none"> • processing status of each Notification;
	<ul style="list-style-type: none"> • date of printing;
	<ul style="list-style-type: none"> • date of mailing;
	<ul style="list-style-type: none"> • number of pages;
	<ul style="list-style-type: none"> • Notifications that were not mailed;
	<ul style="list-style-type: none"> • mailing exceptions (such as duplicate mailing or Notification missing elements);
	<ul style="list-style-type: none"> • cancelled requests;
	<ul style="list-style-type: none"> • re-prints and
<ul style="list-style-type: none"> • re-transmissions. 	

1.16.6. Data Analytics (Business Intelligence) (Phase II and Optional)

The Commercial Off-the-Shelf (COTS) data analytics Software will be used in conjunction with the data warehouse to provide data analytics (business intelligence).

1753	The Contractor shall provide a COTS data analytics solution that works in conjunction with the data warehouse.
1754	The Contractor shall provide the capability for the analysis of multi-dimensional data sets, arrays and data cubes using an online analytical processing (OLAP) tool.
1755	The Contractor shall provide 10 pre-defined analytics reports (to be determined during a post-Go-Live Phase II period).
1756	The Contractor shall provide the capability for Authorized Users to display, print and export to reports and presentations the results of analysis in multiple formats, including but not limited to:
	<ul style="list-style-type: none"> • all standard forms of tabular reporting;
	<ul style="list-style-type: none"> • all standard forms of graphs;
	<ul style="list-style-type: none"> • all standard forms of charts and
	<ul style="list-style-type: none"> • maps by ZIP code, city, county, state and country.
1757	The Contractor shall provide customized, graphical, reporting templates for the display, printing and export of information into reports and presentations.
1758	The Contractor shall provide the capability for Authorized Users to do self-service data queries and analysis.
1759	The Contractor shall provide the capability to produce analytical reporting so activity on the complete Express Lanes by any combination of the following parameters in both report and data query format, including but not limited to:
	<ul style="list-style-type: none"> • account type;
	<ul style="list-style-type: none"> • account status;
	<ul style="list-style-type: none"> • customer account demographic information;
	<ul style="list-style-type: none"> • CSC operational customer service data;
	<ul style="list-style-type: none"> • customer Notifications information;
	<ul style="list-style-type: none"> • payments type;
	<ul style="list-style-type: none"> • vehicle type;
	<ul style="list-style-type: none"> • Interoperable or home customers;
	<ul style="list-style-type: none"> • revenue type;

	<ul style="list-style-type: none">• Transponder-Based Transactions/Trips;
	<ul style="list-style-type: none">• Image-Based Transactions/Trips;
	<ul style="list-style-type: none">• Plate Type;
	<ul style="list-style-type: none">• Violations;
	<ul style="list-style-type: none">• I-Tolls;
	<ul style="list-style-type: none">• time period (for example, day, week, month, year);
	<ul style="list-style-type: none">• time of day and
	<ul style="list-style-type: none">• day of week of the transaction.

Exhibit B

Volume III: Customer Service Center (CSC) Operations

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1. SCOPE OF WORK AND REQUIREMENTS

The following subsections describe the Scope of Work and Requirements for the CSC Operations. These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and work functions. The intent of these “including but not limited to” lists is to indicate to the proposer the intent and scope of the Requirement.

1.1. Operational Requirements

1.1.1. General Requirements

This section lists the high-level operations Requirements.

1	The Contractor shall provide all management, system Maintenance, supervisory, financial and CSC Operations staff, including qualified management, professional and clerical personnel, to professionally operate and administer the Authority’s CSC Operations in a manner that meets all required Performance Measures.
2	The Contractor shall put in place the organizational structure and headcount required to meet these Requirements.
3	The Contractor shall be responsible for all providing all consumables (other than those explicitly stated to paid for by the Authority). Costs of consumables shall be included in the Contractor’s Price Proposal.
4	At the Authority’s direction, the Contractor shall perform the Work required herein for any new Toll Facilities that may be implemented during the Operations and Maintenance Phase.

1.1.2. I-405 CSC and WIC Facility

The Authority will provide a new primary space for the I-405 CSC and WIC. The Contractor is required to operate these Authority provided Facilities as described in the sections below. The Contractor will have unlimited access to the Facility and may use expanded operational hours as needed to accomplish the Work. There is currently an operational OCTA Store WIC that will provide I-405 customer service that will be operated and staffed by OCTA.

The Contractor will not be charged rent/utilities for the use of Authority provided Facility and furnishings. Although the Facility will house other Authority contractors, the Contractor will be the point-of-contact and coordination point for all Maintenance, repair, service and janitorial issues related to the Facility regardless of location or origin,

5	The Contractor shall coordinate and facilitate tours of CSC Operations Facilities and guide tours.
6	The Contractor shall be the custodian of all the Authority’s fixed assets at the I-405 CSC and WIC facility (regardless of provider) and provide tracking and reporting as required.

7	The Contractor shall facilitate, coordinate and be the point of contact for all I-405 CSC Facility and Equipment related Maintenance and repairs that are not the fault of the Contractor (either the Authority will pay directly for the repairs or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process). All Contractor labor necessary for these services shall be included in the Contractor's Price Proposal and shall not be invoiced or be considered Additional Work. Repairs that are the result of Contractor actions shall be handled and paid for by the Contractor alone and the Authority shall be notified and kept informed.
8	For all third party coordinated work, the Contractor shall receive a minimum of three (3) quotes and submit to Authority for Approval/selection. Upon selection, Contractor shall initiate purchase order with the selected vendor.
9	The Contractor shall provide the coordination and facilitation of various Authority directed meetings in the CSC Operations conference rooms as requested by the Authority, including but not limited to: <ul style="list-style-type: none"> • ensuring conference room is clean and all furniture and Equipment is in working order; • providing meals for meetings (submit for payment through the weekly accounts payable batch process) and • attending meeting.
10	The Contractor shall provide and install all internal workspace signage and name plates that are Americans with Disabilities Act (ADA) compliant.
11	The Contractor shall provide all office supplies required for CSC Operations and staff.
12	The Contractor shall provide all Equipment supplies, for example toner, paper, etc.

1.1.2.1. OCTA Store WIC

The OCTA Store WIC located in the same building as Authority's offices and is staffed by Authority employees. These Authority employees will be trained by the Contractor and the Contractor shall also provide escalation and operations support. There is no room for operational activities other than walk-in customer service at this site. OCTA Store WIC computers, peripherals and Equipment will be provided by the Authority.

Location Name	OCTA Store WIC
Address	600 S. Main Street, Orange CA 92868
Square Footage	N/A
Functionality	WIC

1.1.2.1.1. Hours of Operation and Holidays

13	The Contractor shall train and provide escalation and operations support for the Authority employees and customer relations staff.
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14	The OCTA Store WIC shall be open 8 am- 5 pm Monday – Friday, Pacific Time.
15	The OCTA Store WIC shall observe the following Holidays:
	• New Year’s Day;
	• Memorial Day;
	• Independence Day;
	• Labor Day;
	• Thanksgiving Day;
	• Friday after Thanksgiving Day and
	• Christmas Day.
16	For any listed Holiday occurring on Saturday or Sunday, the OCTA Store WIC shall observe the Holiday on the same day as Authority’s other staff.
17	The Authority may close the OCTA Store WIC (for example, for emergency or weather conditions).

1.1.2.2. New I-405 CSC and Walk-in Center (WIC)

The CSC site is the sole Authority provided space for customer contact, CSC Operations and other processing required to meet the Requirements.

Location Name	Customer Service Center (CSC)
Address	Near the I-405 Corridor (exact location is TBD)
Square Footage	TBD
Functionality	All customer service and processing work

The CSC Facility shall meet the requirements below.

18	The Contractor shall staff and operate the CSC.
19	The Contractor shall provide Maintenance at this Facility and ensure that the Facility is professional in appearance and clean.
20	The Contractor shall exercise due care in the use, Maintenance and storage of the Authority-provided Facility, property and assets.
21	The Contractor shall comply with all requirements of the property lease and Facility license agreements (if applicable).
22	The Contractor shall promptly notify the Authority of any weakness in the security at the CSC Facility.

23	The Contractor shall utilize cameras in accordance with PCI/PII requirements and the Contractor’s preferred operational and security approach. The Authority shall have access to view and copy the camera footage upon request.
24	The Contractor shall make all Authority-directed and Approved improvements to the CSC Facility, if any, as a combination of Additional Work, a pass-through cost, or submitted through the weekly accounts payable batch.
25	The Contractor shall provide a minimum of one Spanish-speaking CSR in the CSC Facility during all the hours of operation.
26	The Contractor shall equip the CSC customer contact center such that customers shall not hear cross talk when contacting the CSC by phone (crosstalk is any phenomenon by which a signal transmitted on one circuit or channel of a transmission system creates an undesired effect in another circuit or channel).

1.1.2.2.1. Hours of Operation and Holidays

The Authority require a high-level of customer service availability. The hours below are the minimum hours which the various elements of the CSC Operation must be staffed and operated.

27	The CSC contact center shall be open for calls, customer contacts and customer interactions from 8 a.m. to 6 p.m. Monday – Friday, Pacific Time.
28	The CSC shall observe the following Holidays:
	<ul style="list-style-type: none"> • New Year’s Day; • Memorial Day; • Independence Day; • Labor Day; • Thanksgiving Day; • Friday after Thanksgiving Day and • Christmas Day.
29	For any listed Holiday occurring on Saturday or Sunday, the CSC shall observe the Holiday on the same day as Authority’s staff.
30	The Contractor shall close the CSC upon Approval from the Authority (for example, for emergency or weather conditions).

1.1.2.3. Serving Customers with Special Needs

The Contractor shall work with the Authority and develop a I-405 CSC and WIC Facility design that meets the latest ADA standards for accessibility for both staff and customers and be of appropriate size to contain the staff, furniture, Equipment and supplies necessary to conduct operations described in this Scope of Work for the duration of the Agreement.

31	The Contractor shall report any Facility-related ADA compliance issues to the Authority immediately.
32	The Contractor shall identify and contract with a real-time translation service to serve customers whose language is other than English and Spanish, and whose language is not spoken by an available Contractor staff person. The service is to be provided on an as-needed basis and be available during all customer service hours.
33	The Contractor shall track the use of the translation service and shall provide tracking and accountability that identifies which account or document is related to each use of the service.
34	The Contractor shall provide and utilize Equipment to serve hearing-impaired customers in accordance with customer service best practices and applicable federal and state statute and requirements.

1.1.2.4. Security and Facility Access Control

35	At the CSC, the Contractor shall be responsible for administering the physical security system and the CCTV surveillance systems.
36	The Contractor shall provide and/or coordinate all security badges, parking, and administrative needs to access the building office space and for Authority staff or third-party vendors to work from the CSC location, as needed.
37	The Contractor shall ensure the I-405 CSC Facility are accessed only by authorized personnel with the appropriate privileges, and the Contractor shall ensure security is not breached. The Contractor shall be responsible for establishing procedures and policies and carrying out these procedures and policies for all visitors accessing the I-405 CSC Facility. The policies and procedures shall be Approved by the Authority.
38	The Contractor shall ensure access is limited to those functions required for the employees to perform their jobs while providing an appropriate segregation of access, based on employee responsibilities.
39	The Contractor shall maintain and provide to the Authority as requested an access matrix that lists all personnel with access privileges to the CSC Facilities. The matrix shall identify each employee's position, job functions, Facility access rights, and access rights. Visitors and guests who are not directly working on the Project must be approved by the Authority in advance.
40	The Contractor shall conduct reviews of the access matrix against the actual access for all employees in accordance with all security Requirements. Such reviews shall be conducted no less than quarterly or anytime at the request of the Authority. The Authority shall be invited to witness this review. The schedule for these reviews shall be included in the Operations Plan.

41	The Contractor shall ensure all Facilities used by the Contractor to perform any Work in support of the Agreement shall be established and maintained in compliance with the Security Standards throughout the Term of the Agreement.
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1.2. Operational Functions

CSC Operations shall cover all functional areas as summarized below, including any required manual interactions or data entry that may be required of Contractor staff.

1.2.1. Account Management

The Contractor shall provide the following services in an efficient and effective manner that allows customers to establish, manage and monitor their accounts.

42	The Contractor shall process all account opening activities, not otherwise performed by the customer, using the BOS, including but not limited to processing the customer application, customer acceptance of terms and conditions, Account Plan enrollment and qualification verification, payment processing, and transponder Fulfillment.
43	Using the BOS, the Contractor shall be responsible for the Fulfillment of any and all transponder types specified by the Authority.
44	The Contractor shall support the assigning, qualification verification and management of Account Plans, including non-revenue plans in the BOS, as Approved by the Authority,
45	In case of an incorrect or incomplete application, the Contractor shall contact the customer to facilitate successful account creation.
46	The Contractor shall support all activities related to account closing. In the event of closing the Contractor shall ensure that the customer's transponder(s) is changed to the appropriate status in the BOS and that all outstanding balances are paid or handled in accordance with the Business Rules, Operations Plan and SOPs prior to closing the account.
47	<p>The Contractor shall update customer account information based on information received from entities including but not limited to:</p> <ul style="list-style-type: none"> • customer or Authorized Designee; • Registered Owner of Vehicle (ROV) Lookup Provider; • United States Post Office; • Skip Trace Service Provider; • Banks (for replenishment); • Collection Agencies; • Print/Mail House Service Provider; • Lockbox Service Provider (if used by Contractor);

	<ul style="list-style-type: none"> • Credit Card Update Service Provider and
	<ul style="list-style-type: none"> • Merchant Services Providers (MSPs).

1.2.1.1. Payments, Fees and Refunds

Contractor will process payments at the CSC Facilities and over the phone as well as resolve and post any payments where the Lockbox Service Provider (if used by Contractor) was unable to identify the correct account. In addition, the Contractor will assist in the processing of third-party and pass-through payments.

48	The Contractor shall process all payments received from customers either directly or through the services of a Lockbox Service Provider.
49	The Contractor shall resolve and process Lockbox Exceptions if a Lockbox Service Provider is utilized. These exceptions are payments which cannot be readily associated with a customer account. The Contractor shall be responsible for conducting timely research on these payments so that they can be posted to a customer account as quickly as possible. If all research avenues have been exhausted and documented and the payment remains unassociated, the payment shall be tracked as an unidentified funds Case for future resolution.
50	The Contractor shall support processing of payments by Authority staff, customers, Franchise Tax Board, DMV, Interoperable partners and Collection Agencies and reconcile all payments to customer accounts and money deposited in the bank.
51	The Contractor shall apply any fees which require manual application using the BOS in accordance with Business Rules, Operations Plan and SOPs.
52	The Contractor shall research, respond to and process chargebacks.
53	After the pre-established time period determined by the Authority has expired, the Contractor shall issue refunds using the same channel the customer used, if possible, to make the payment, in accordance with the applicable Authority Business Rules, Operations Plan and SOPs.
54	In the case of check refunds, the Contractor shall use Positive Pay to deter check fraud.
55	The Contractor also shall ensure that Credit Card refunds are successfully processed.
56	The Contractor shall process, enter, print and send all refund checks and enter the resulting financial transactions into the Authority's financial accounting systems. The Contractor shall work with the Authority to setup all required accounts and processes to facilitate this entire process.
57	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for direct payments to third parties for issuance by the Authority (for example, payments to third parties contracted directly by the Authority to provide services at the I-405 CSC Facility).

58	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for reimbursement of pass-thru costs submitted by the Contractor for issuance by the Authority.
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1.2.1.2. Account Plans

The Authority has several Account Plans. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it.

The Contractor shall be responsible for managing the various Account Plan programs including, enrollment in the program, eligibility verification, program membership renewal, and handling questions from customers regarding how the programs work and questions about specific transactions/trips under the programs. In addition to the Account Plans listed in this section, the Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.

59	In accordance with Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all the Account Plans, including new and modified plans.
60	For the Account Plans that require qualification, the Contractor shall verify qualification, scan and attach the qualification documentation prior to adding the plan(s) to the customer account.
61	For Account Plans requiring qualification, the Contractor shall remove the Account Plan and notify the customer if their eligibility requirements are no longer met.
62	For Account Plans which expire and require renewal, the Contractor shall verify qualification prior to renewing the plan on the customer account.
63	For Account Plans requiring payment, the Contractor shall collect appropriate payment from the customer as required by the enrollment process for the specific Account Plan.

1.2.1.3. Non-Revenue Program

The Authority allows for non-revenue passage on qualified users on specific facilities. Non-revenue passage may be assigned at the individual transponder, or account level. The Contractor shall maintain strict control when a transponder is issued to an account with a non-revenue plan and the reason for issuing it. The Authority must ALWAYS Approve the issuance of any non-revenue transponder.

The Contractor shall be responsible for managing enrollment in the program after obtaining the Authority's approval, verifying eligibility, handling questions from customers in regard to how the programs work and questions about specific transactions/trips under the programs.

64	In accordance with the Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all of the Authority's non-revenue programs.
65	Prior to applying a non-revenue plan to a transponder, plate or an account, the Contractor shall obtain Approval from the Authority.

66	The Contractor shall maintain documentation of authorization for each non-revenue plan that has been assigned to a transponder or an account, and this documentation shall be available for review by the Authority at all times.
67	The Contractor shall manage non-revenue account participants certification that the transactions/trips on a non-revenue account are according to the agreement.
68	The Contractor shall perform random checks to confirm the transponder is being used on an authorized plate
69	The Contractor will administer non-revenue accounts that do not have transponders issued when directed by the Authority.

1.2.2. Privacy

Privacy is of utmost concern to the Authority. The Contractor shall adhere to privacy and security Requirements set forth below and in the Security Standards and current law and regulations.

70	The Contractor shall develop and comply with all Approved Security Standards. Security Standards shall be updated to reflect changes in industry requirements, partner agreements and to address detected security weaknesses.
71	The Contractor shall not release information to anyone unless authorized by the Authority. The Contractor shall develop an SOP and approval process for the release of information.
72	The Contractor shall establish reasonable methods to verify the identity of customers prior to the release of any customer account information, and such methods shall be documented in the Operations Plan and SOPs.
73	The Contractor shall validate the identity of the customer prior to release of any image. This may include requiring a photo ID at a WIC.

1.2.3. Rental Cars

The Authority's customers utilize rental vehicles which create transactions/trips that are initially assigned to a rental agency. The Authority may utilize Rental Car Service Providers and/or other designated entities for processing the rental car trips.

74	The Contractor shall work directly with customers, the Rental Car Service Provider and/or other designated entity to accurately process all rental car trips and resolve rental-related requests.
75	The Contractor shall enter into agreements with a Rental Car Service Provider for the purpose of providing a seamless and cost-effective solution for customers. The Authority shall have the right to review and approve all Rental Car Service Provider Agreements.
76	The Contractor shall provide the capability for a rental customer to post-pay a toll based on the Authority's Business Rules

77	The Contractor shall process affidavits of non-liability for rental/lease vehicles and pursue the named party.
78	The Contractor shall resolve charges by rental agencies for accountholders who incur a charge by rental agencies.

1.2.4. Search Warrants, Subpoenas, Litigation and Public Records Requests

The Authority receives requests for information and assistance from the law enforcement and legal communities as well as public records requests. These requests are highly time-sensitive and required sensitive and skilled handling.

79	The Contractor shall refer all requests, inquiries, subpoenas, search warrants, public records requests and official information requests to the Authority, in accordance with Business Rules, Operations Plan and SOPs.
80	In accordance with the Business Rules, Operations Plan and SOPs for handling and tracking of such requests, the Contractor shall gather and provide the information requested by the search warrant or subpoena upon receiving Approval from the Authority to do so.
81	The Authority may request that the Contractor compile data for subpoenas, search warrants, litigation matters, or other reasons. The Contractor shall respond to all requests from the Authority in a timely manner and in accordance with the Business Rules, Operations Plan and SOPs.
82	The Contractor shall assist the Authority's risk management department as directed in handling all claims and requests.
83	If the research will take longer than two (2) Business Days, the Contractor must advise the Authority.
84	The Contractor shall provide qualified personnel to support litigation, including providing testimony as an expert witness upon request from the Authority.

1.2.5. Image Review Support

Image collection and processing is a fundamental operation of the Authority's transaction/trip processing and Violation enforcement process. Vehicle license plate images are captured by roadside Equipment for all transactions/trips. If a valid FasTrak transponder is not identified, the images associated with that transaction/trip are reviewed by the ETTM System Contractor in a process called image review. These images and results of the review will be used to determine if a plate is associated with a FasTrak account or is a Violation. These will include rear license plate images as well as Region of Interest images. The ETTM System Contractor will identify the plate number, and Jurisdiction and Plate Type, if applicable, and provide this information to the BOS. The BOS will automatically Post the transaction/trips to the customer accounts, IOP or generate Violation Notices based on the license plate information received from the ETTM System Contractor.

1.2.5.1. Image Review Quality Assurance

The accuracy of the image review process is critical to the successful identification of the ROV. As part of the Quality Assurance (QA) process, the Contractor will conduct an accuracy review and audit

process of the manual and automated image review results. Using the ETTM System Contractor's-provided quality review tool, the Contractor will perform quality reviews on the results from each ETTM System Contractor to ensure that the ETTM System Contractor is accurately identifying a high percentage of license plates.

85	The Contractor shall provide for an adequate number of trained and qualified image review staff to handle the quality review volume.
86	The Contractor shall perform manual image review on a sample of at least 1% of all Image-Based Transactions/Trips per month that were provided by the ETTM System Contractor to determine accuracy of state, Plate Type, plate number and OCR confidence level.
87	The Contractor shall provide a report to the Authority of the audit and findings.
88	The Contractor shall correctly determine for each image set whether the ETTM System Contractor accurately processed the image and if not enter the correct plate information or reject code and provide the findings to the ETTM System Contractor.
89	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.5.2. DMV No Registered Owner Information Return Quality Review

Periodically image transactions/trips will be returned from the DMV source with no registered owner information. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor's responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate or improperly formatted DMV submission.

90	The Contractor shall review all image transactions/trips that are returned from the DMV source without registered owner information to ensure license plate entry was accurate.
91	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to: <ul style="list-style-type: none"> • plate number; • Plate Type, if applicable and • Jurisdiction.
92	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.5.3. Customer Inquiry Image Error

Quality reviews are required to verify customer-disputed transactions/trips. Customers may contact the CSCs regarding a notification they received that incorrectly identifies them as a user of a Toll Facility. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor’s responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate.

93	The Contractor shall also research and review images related to customer disputes and correct and reprocess.
94	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to: <ul style="list-style-type: none"> • plate number; • Plate Type, if applicable and • Jurisdiction.
95	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.

1.2.6. Owner Identification

Successful acquisition of accurate ROV information is critical to the success of the Authority’s Violation enforcement program. The Contractor shall be completely responsible for establishing and maintaining both technical and operational relationships with the Registered Owner of Vehicle (ROV) Lookup Providers. The Contractor must ensure that the Authority is receiving the optimum number of current and accurate ROV matches.

96	The Contractor shall establish and maintain up-to-date agreements with each Registered Owner of Vehicle (ROV) Lookup Provider.
97	The Contractor shall provide the capability to track and follow the renewal Requirements for each Registered Owner of Vehicle (ROV) Lookup Provider. For example, a state may require that a DMV data access application form be submitted and approved annually.
98	The Contractor shall use online interfaces to the California, Arizona, Oregon and Nevada DMVs and other DMVs as they become available to manually look up individual license plates at the request of the Authority or in order to resolve customer disputes.
99	The Contractor shall provide the following ROV-related activities, including but not limited to: <ul style="list-style-type: none"> • Establish and maintain a relationship with each Registered Owner of Vehicle (ROV) Lookup Provider; • Manage current contracts and service level agreements with each Registered Owner of Vehicle (ROV) Lookup Provider;

	<ul style="list-style-type: none"> • Monitor and evaluate the number of successful matches by Jurisdiction;
	<ul style="list-style-type: none"> • Monitor and evaluate the number of successful matches by Registered Owner of Vehicle (ROV) Lookup Provider;
	<ul style="list-style-type: none"> • Monitor and evaluate the number of successful matches by type of license plate;
	<ul style="list-style-type: none"> • Identify issues with manual license plate identification and provide information to allow the ETTM System Contractor to correct the issue, including examples and training material;
	<ul style="list-style-type: none"> • Identify issues with automatic license plate identification and provide information to allow the ETTM System Contractor to fix the issue and
	<ul style="list-style-type: none"> • Identify areas where the ROV match is lower than the average, investigate potential solutions and provide recommendations to the Authority.
100	The Contractor shall coordinate with the ETTM System Contractor regarding BOS updates required due to any changes in ROV Requirements.
101	The Contractor shall monitor the success of ROV Lookup requests each month and when a change is made by the ETTM System Contractor reporting on the number of requests for which an ROV was obtained (successful lookup) and the number for which a request was not obtained (unsuccessful lookup) by Jurisdiction.
102	The Contractor shall identify Jurisdictions in which the percentage of successful requests decreases by more than five percent (5%) from the prior month and shall work with the appropriate Registered Owner of Vehicle (ROV) Lookup Provider to identify issues and solutions in collaboration with the ETTM System Contractor to ensure images are processed correctly.
103	The Contractor shall develop solutions to increase the ROV Lookup success.
104	The Contractor shall research and then input and manage the BOS Protected Plate data that associates an address with the agency names that are returned from the DMV or ROV Lookup Provider for license plates registered to a customer affiliated with federal, state or local agency that is allowed to shield addresses.
105	The Contractor shall facilitate the Protected Plate process of entering the correct agency address and resending the Violation Notice.

1.2.7. Customer Communications

1.2.7.1. Outgoing Customer Notification

The Contractor is responsible for all necessary customer communication in accordance with the Operations Plan. At its discretion, the Authority will choose to produce some outgoing customer correspondence within its reprographics department.

106	The Contractor shall make contact with customers, by using the Authority's required method of communication about account management, general information, marketing, changes to account and privacy policy.
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107	The Contractor shall be responsible for printing, pdf creation, storing and associating with accounts, envelopes, mailing and postage for all communications.
108	The Contractor shall be responsible for acquiring and assembling all materials necessary for the mailing of transponders including, welcome kit, envelopes, sealing wafers, special inserts, stickers and mounting strips. The Contractor shall pay for mounting strips and other items not explicitly included in the pass-through list.
109	When directed by the Authority, the Contractor shall coordinate with the Authority's reprographics department for the production of outgoing correspondence. The Contractor shall be responsible for pick up, assembly and mailing.
110	The Contractor shall utilize the USPS/NCOA database services to validate a customer address prior to mailing correspondence.
111	The Contractor shall provide all postage meters and be responsible for payment of any postage meter fees.
112	The Contractor shall be required, at its own expense, to communicate to customers or the general public, including resending corrected notifications, any information related to issues or problems caused by the Contractor that affect customers, as further set forth in the Agreement.
113	The Contractor shall be responsible for printing, packaging and distributing printed information, developed by the Authority.
114	The Contractor shall manage the sending of e-blasts (sending of an email simultaneously to a group of people), developed by the Authority, to selected groups of customers or all customers using BOS functionality.

1.2.7.2. Outgoing Communications (Future)

The Authority may elect during the Term of the Agreement to offer video tolling for unregistered accounts (mailed invoices) as the first step of the Violations process. The Authority anticipates that video tolling transactions would be grouped in regular intervals, such as weekly or monthly, prior to mailing invoices to customers.

115	If directed by the Authority, the Contractor shall manage the mailing of invoices and the subsequent customer dispute and Violations process.
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1.2.7.3. Incoming Customer Communication

Incoming customer communication includes customer applications; replenishment payments; Violation payments; customer complaints; disputes; general public inquiries; legal notices (for example, bankruptcy, subpoena etc.); requests for account closures, account information updates and transponders. These communications will be received through all channels including but not limited to phone calls, faxes, texts, chat sessions, emails, Authority contacts, and mail.

Facilities and procedures are required to provide careful and efficient handling of all incoming customer communication, including the BOS providing for tracking of customer requests as Cases associated to the appropriate account(s).

116	The Contractor shall assume the responsibility of establishing all required post office boxes.
117	The Contractor is responsible for all mail pickup and transfer between Facilities as required.
118	The Contractor shall receive mail from the post office boxes for incoming mail.
119	All customer contacts handled directly through the Contractor staff shall be noted in the customer account in the BOS to maintain an accurate history of the customer's interaction with the CSC and Authority.
120	The Contractor shall provide a response for all correspondence received from the customer regardless of which channel the customer uses to communicate, including but not limited to, correspondence received by:
	<ul style="list-style-type: none"> • email;
	<ul style="list-style-type: none"> • fax;
	<ul style="list-style-type: none"> • text;
	<ul style="list-style-type: none"> • chat;
	<ul style="list-style-type: none"> • communication from the website's "Contact Us" feature and
	<ul style="list-style-type: none"> • delivered (USPS or by other means) correspondence.
121	The Contractor shall monitor and respond to customer requests received by phone, chat and text in real time when received during regular business hours.
122	The Contractor shall strive to provide first contact resolution and track the number of contacts resolved on first contact.
123	The Contractor shall encourage users receiving a Violation Notice to open a FasTrak account when they contact the CSC.
124	The Contractor shall ensure incoming correspondence (paper or electronic) is scanned (in the case of paper correspondence), saved and associated with the customer's account and any applicable Case(s). Non-customer correspondence shall also be scanned and catalogued for easy access. Paper copies shall be shredded, in accordance with security requirements, and policies agreed upon by the Authority, in adherence with the Security Standards and documented in the Operations Plan.
125	The Contractor shall use the same channel used by the customer or customers preferred channel to respond to the customer correspondence unless the Business Rules, Operations Plan or SOPs specify a different channel or if the nature of the customer issue necessitates the use of a different channel.

126	The Contractor shall monitor the communications channels used and frequency of all customer correspondence and recommend for consideration BOS configuration changes that improve the use of customer-friendly, efficient and cost- effective customer communication methods.
127	Some customer contact may involve questions about Image-Based Transactions/Trips. The Contractor shall utilize the BOS to view images related to the transaction/trip in question and if appropriate work with the ETTM System Contractor to correct issues.
128	All incoming mail shall be processed by the Contractor, in accordance with the SOPs and applicable standards, including but not limited to the Security Standards. Such requirements include but are not limited to: segregation of duties; date stamping the mail, categorization, scanning and/or saving into the BOS as Cases, and then assigning to the appropriate Contractor staff for processing.
129	The Contractor shall develop a workflow process that clearly documents the handling process for all incoming correspondence and communication through all channels, ensuring all incoming correspondence and communications are recorded, reviewed and properly routed (such as, operational correspondence, financial, contractual, etc.). This shall be documented in the Operations Plan and SOPs.
130	The Contractor shall ensure all correspondence handling processes and controls are documented and adhered to by operations staff. The Authority shall Approve the correspondence handling process and any changes to the handling process.
131	With the exception of customer requests regarding their own accounts, the Contractor shall only answer general inquiries as they relate to general information about the tolling facilities serviced and services provided by the CSC. All other inquiries and communications shall be escalated to the Authority as a Case as set forth in the Operations Plan and SOPs, unless the Contractor is otherwise directed in writing by the Authority. This includes inquiries from or communications with the media, government agents, Public Records Act requests and individuals representing organizations for purposes other than directly related to their own customer account.
132	The Contractor shall keep a record of all information requests as a Case, inform the Authority immediately of inquiries from these entities and direct such inquiries to the Authority, according to the Operations Plan.
133	Customers may contact the Contractor regarding issues the Contractor does not control, for example debris on the roadway, or general tolling questions. The Contractor shall collect the required information and handle the issue in accordance with the Operations Plan. The Contractor shall create a Case and track the issue until it is accurately resolved or handed off to the appropriate party responsible for resolution in accordance with the Operations Plan.

1.2.7.4. Returned Mail Processing

Returned mail shall be returned by the USPS and the Contractor shall update the BOS to reflect the status of the Notification and attempt to obtain a different address to mail the Notification to the customer if a forwarding address was not provided.

134	The Contractor shall scan each returned envelope and Notification and attach the scan to the correct customer account. Any physical pieces of returned mail received will follow the document disposal process after scanning.
135	The Contractor shall enter a forwarding address, if provided.
136	For addresses without a forwarding address, the Contractor shall mark the address as bad.
137	For bad addresses on FasTrak account correspondence, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.
138	For bad addresses on Violation Notices, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.
139	The Contractor shall utilize the USPS/NCOA database and Skip Trace services to find a customer address.
140	If a different, current address is provided, the Contractor shall update the address in the BOS and take the necessary steps for the BOS to re-issue the correspondence.

1.2.7.5. Collateral Materials for Customers

The Authority will provide the art work for all customer collateral, excluding system generated notices.

141	The Contractor shall print, deliver to and inventory all collateral materials according to the print specifications provided by the Authority.
142	The Contractor shall work with the USPS to obtain approval of printed material design to ensure compliance with the USPS requirements and to determine the lowest postage and staff handling effort for each mail piece type.
143	The Contractor shall modify/update as directed by the Authority and print the generic collateral material when changes to the information contained in the material necessitate a revision.

1.2.7.6. Customer Request Management

The BOS provides the capability to create, assign and manage requests made by customers or Authorized Users which cannot be completely resolved at the time of the request. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry.

144	Many customer issues or requests (such as, changing a customer's contact information), can be completely resolved at the time of the customer request. If the issue or request is completely resolved during the initial contact, the Contractor shall notate it in the customer's account.
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145	Any customer issue or request that cannot be completely and accurately resolved at the time of request shall be entered into the BOS as a Case, for management, tracking and reporting. Contractor’s staff shall work open Cases through to final resolution in a timely manner as required in the Operations Plan and in accordance with the Performance Measures.
146	The Contractor shall accurately resolve and respond to customer issues and requests by the customer’s preferred method of contact (email and mail) if available and according to the Business Rules, or by letter, email, mail, phone or text depending on the circumstances of the issue/request. The escalation procedures for customer issues and requests shall be described in the Operations Plan.
147	The Contractor shall respond to customer Cases according to the Business Rules, Operations Plan and SOPs. The CSC Manager responsible for Case management shall review the list of open Cases on a daily basis and shall make sure they are accurately resolved in accordance with and within the timeliness set forth in the Operations Plan and the Performance Measures. The Authority shall be notified immediately if there are any critical comments or issues that need immediate attention.
148	The Contractor shall be responsible for the resolution of all customer disputes, which are managed as Cases, in accordance with the Authority’s policies, the Business Rules, Operations Plan and SOPs.
149	The Contractor shall select the proper case type and case resolution.
150	The Contractor shall utilize pre-approved auto responses for case resolution as appropriate.
151	The Contractor shall process dispute Cases (Investigative Review) involving adjustments to vehicle class, transaction/trip adjustments and reversals, reassigning of Violations, and other resolutions. Specific types of disputes shall require supervisor/manager review and approval, and all waivers, adjustments and reversals shall be in accordance with the Operations Plan and SOPs.
152	The Contractor shall place the disputed transactions/trips and Violation Notices on hold and release the hold in the BOS in accordance with Operations Plan and Business Rules.
153	The Contractor shall ensure all supporting documentation from the customer to resolve a dispute Case, as required by the Operations Plan and Business Rules, is obtained. If the customer does not provide the supporting documentation, the Contractor shall contact the customer in accordance with the timeframes defined in the Business Rules and Operations Plan.

1.2.7.7. Ongoing Customer Satisfaction Surveys

The Contractor shall work with their Customer Satisfaction Survey Provider Subcontractor to establish a program that provides customer feedback regarding the services the Contractor provides and the Express Lanes themselves.

154	The Contractor shall offer the survey opportunity to every customer each time they contact the CSC.
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155	The Contractor shall contract with a third-party Customer Satisfaction Survey Provider Subcontractor.
156	The Contractor shall create a customer survey program to measure the quality of the services they provide.
157	The Contractor shall modify the program as needed or as directed by the Authority.
158	The Contractor shall make contact with each customer who rates their experience with an overall score below an agreed upon threshold, as noted in the Operations Plan, within five (5) Business Days of the customer submitting the survey.
159	The Contractor shall monitor the customer surveys and provide a report to the Authority monthly.
160	The Contractor shall provide training on the survey tool to CSRs and other applicable personnel, including the purpose of the survey and the use of the survey tool.
161	The Contractor shall review survey results with CSRs and other applicable personnel during periodic meetings regarding individual's performance.
162	The Contractor shall provide the Authority convenient, electronic access to the up to date and historic survey results.
163	The Contractor shall include the customer survey results, including trending, in as part of the Monthly Operations Report.

1.2.7.8. Customer Service Quality Monitoring and Reporting

The Contractor interacts with the Authority's customers directly through many different channels including, but not limited to, in person at the WIC, over the phone, in writing via chat, text, email and responses to the Cases. The quality of these interactions and the service provided to its customer is of utmost importance to the Authority. In addition to Customer Satisfaction Surveys, the Authority expects the Contractor to develop and enact quality programs for all aspects of its operation and to train its staff to use deliberate care in each interaction and in serving the Authority's customers.

164	The Contractor shall ensure all CSC staff is trained in a manner which ensures excellent customer service in every customer interaction as measured by the Performance Measures.
165	The Contractor shall record the reason(s) for each contact (via all contact channels) by using Approved call wrap-up codes, entering account notes or other tracking approach to document the reason for the contact and memorialize the resolution or required next steps.
166	The Contractor shall monitor and score both live and recorded CSR calls for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
167	The Contractor shall monitor and score WIC CSR interaction, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.

168	The Contractor shall review and score all customer interaction channels, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
169	The Contractor shall review and score Case resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.
170	The Contractor shall periodically monitor CSR screen navigations by remotely viewing the CSR's screen.
171	The Contractor shall track monitoring results and submit a monthly summary to the Authority as part of the Monthly Operations Report.
172	The Contractor shall track all escalated issues and resolutions and provide a monthly report to the Authority as part of the Monthly Operations Report.
173	The Contractor shall review information provided by the Authority upon their review of customer interaction and make any changes to improve customer service.
174	The Contractor shall provide the capability for the Authority to, at the Authority's discretion and without prior notification to the Contractor, monitor all live and recorded calls and all other types of correspondence.
175	The Contractor shall provide for review by the Authority all documentation related to the Contractor's quality program.
176	The Contractor shall conduct monthly quality monitoring calibration meetings for all Contractor staff who monitor customer interaction. The Authority shall be invited to attend these meetings.

1.2.8. Transponder Management

The Authority will purchase transponders and the Contractor shall perform all other work related to transponders.

177	The Contractor shall manage all aspects of the transponder lifecycle. This includes but is not limited to:
	<ul style="list-style-type: none"> • initiate a PO request;
	<ul style="list-style-type: none"> • receiving into inventory;
	<ul style="list-style-type: none"> • testing transponders upon receipt and prior to issuing;
	<ul style="list-style-type: none"> • programming transponders as necessary, for example programming a standard 6c transponder to indicate that the vehicle is a motorcycle;
	<ul style="list-style-type: none"> • assigning and issuing to customers;
	<ul style="list-style-type: none"> • tracking transponders through their life;

	<ul style="list-style-type: none"> • recycling (evaluating, cleaning and testing) for reissue;
	<ul style="list-style-type: none"> • managing transponder recalls;
	<ul style="list-style-type: none"> • warranty return and replacement and
	<ul style="list-style-type: none"> • disposal of transponders.
178	Upon customer request, the Contractor shall assign, and mail transponder(s) to customers.
179	The Contractor shall support the distribution of transponders by the Contractor and US mail.
180	The Contractor shall include user guide and mounting instructions, mounting strips and other materials, as may be determined by the Authority to be required with the distribution of each transponder. The camera-ready copy of any transponder kit materials will be provided by the Authority.

1.2.8.1. Transponder Inventory Management

The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, identifies and supports the transponder recall program and tracks transponder warranty.

181	The Contractor shall be responsible for ordering (if requested by the Authority), tracking and transporting the transponders at all CSC Facilities ,including the OCTA Store WIC.
182	The Contractor shall ensure that an adequate supply of transponders is available at all times. When the inventory reaches a pre-determined level identified in the Operations Plan the Contractor shall initiate order requests with the Authority, based upon existing inventory and forecasted requirements.
183	The Contractor shall ensure that an adequate supply of transponder mounting strips, user guides and mounting instructions, and shielded envelopes for transponders are available at all times to accommodate the transponders issued by the I-405 CSC and WIC and the OCTA Store WIC.
184	CSC issues multiple types of transponders, and as such, the Contractor shall be required to manage multiple types of transponders, possibly from multiple manufacturers/providers.
185	The Contractor shall receive shipments of transponders and shall reconcile shipment contents with electronic manifests provided by the transponder manufacturer. The waybill shall be reconciled against the original purchase order and scanned into the BOS for tracking and reconciliation purposes.
186	Monthly, the Contractor shall conduct a physical audit of the transponders that are under its physical control, including for the various transponder types and statuses and quantities. The audit shall compare the physical counts with the BOS counts by transponder type, location and status and completely reconcile any discrepancies. Transponder audit reports shall be included in the Monthly Operations Report.

187	The Contractor shall support the Authority in their periodic transponder audits that will be no more frequent than quarterly unless discrepancies are found.
188	The Contractor shall distribute new and recycled transponders, if applicable, using the FIFO inventory method.

1.2.8.2. Transponder Testing

Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Authority will provide Equipment for the testing and programming of transponders.

189	The Contractor shall test one hundred (100) percent of the switchable transponders and ten (10) percent of each roll of sticker tags in each shipment when the transponders are received from the manufacturer. This testing shall include but not be limited to
	<ul style="list-style-type: none"> • verifying that the transponders function and are correctly encoded; • reading the transponder serial number and verifying that the transponder label, barcode and internal coding are consistent and • ensuring the transponders can be read by simulating functionality on the road.
190	The Contractor shall return the transponders which fail the testing to the manufacturer in accordance with the Operations Plan.

1.2.8.3. Transponder Return to Manufacturer

When transponders are determined to be defective but have not exceeded their manufacturer's warranty, they are returned to the manufacturer for replacement under warranty.

191	The Contractor shall track transponder warranty status and manage and resolve all warranty issues with the transponder manufacturer.
192	The Contractor shall be responsible for ensuring all transponders found to be defective and still under the manufacturer's warranty are returned to the manufacturer, according to the manufacturer's specified return material authorization (RMA) process.
193	The Contractor shall be responsible for storage of transponders subject to return until such time that the transponder manufacturer accepts the returned transponders.
194	The Contractor shall be responsible for shipment of the transponders identified for return to the manufacturer.
195	The Contractor shall track the warranty returns and confirm that the Authority receives the proper credit for the transponders returned under warranty in accordance with the Authority's agreements with the manufacturer.

1.2.9. Registration Hold

California law allows toll agencies to place a hold on DMV vehicle registrations due to unpaid toll Violations. Based on the Business Rules, Operations Plan and SOPs, a Registration Hold may be utilized to enforce payment of a Violation(s).

196	The Contractor shall place and release Registration Holds using BOS functionality and in accordance with the Business Rules, Operations Plan and SOPs.
197	The Contractor shall coordinate with the applicable DMV or Third-Party Service Provider responsible for placing Registration Holds on the vehicle registrations and respond to any requests that the entity may have.
198	The Contractor shall respond to requests from customers related to Registration Holds and the process for releasing the Registration Hold(s).
199	The Contractor shall initiate a release of the Registration Hold(s) in real-time for customers who have satisfactorily resolved the condition(s) which caused the Registration Hold(s).
200	The Contractor shall reconcile and account for all payments to the DMV for Registration Hold placement and for any payments collected by the DMV from the Authority's customers.
201	The Contractor shall support all DMV Registration Holds or other enforcement methods allowed by interstate Interoperability enforcement agreements.

1.2.10. Collections

This Collections process covers the assignment of past due amounts on delinquent FasTrak accounts, and delinquent Violations to the Collection Agencies provided by the Contractor. Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to Collections. Unpaid transactions/trips and fees on FasTrak accounts that are delinquent may also escalate to Collections.

Delinquent Violation debts are placed with a Collection Agency.

The process of assigning unpaid transactions/trips, Violations, fees and penalties to Collections is called Collections Placement, and is an automated BOS process. However, based on the Business Rules, each Collections Placement may require a quality review and/or the Authority's approval before the Collections Placement file is submitted to the applicable Collection Agency.

Prior to a Collections Placement, the Authority may require the Contractor to perform outgoing calls or mail a pre-collections letter to alert an individual of an impending Collections Placement and allow one more chance to make a payment.

The Collection Agencies will provide regular collection activity updates to the BOS by electronic interface. Payments for transactions/trips in Collections can be made to the Collections Agency or to the CSC. The Contractor will manage, monitor and reconcile the transfer of Collections Placement files and revenue collected by the Collection Agencies and the CSC.

202	The Contractor shall provide the Collection Agencies.
203	The Contractor shall support outbound collections calls and letters prior to Collections Placements.
204	The Contractor shall verify that the BOS is performing Collections Placements according to the Business Rules, Operations Plan and SOPs.
205	While it is expected that the Collection Agencies will be the primary payment processors for debts in Collections, the Contractor shall accept payments for amounts in Collections.
206	The Contractor shall verify that the Collection Agencies are accurately updating the BOS and shall work directly with the Collection Agencies to completely and accurately resolve any issues in a timely manner, including identification and resolution of any discrepancies between what the BOS identifies is in Collections and what Collection Agencies say is in Collections.
207	Using the BOS and other data sources as necessary, the Contractor shall perform reconciliations including but not limited to: <ul style="list-style-type: none"> • reconcile files received from the Collection Agencies to the BOS to ensure the files received from the Collection Agencies are correctly Posted to the BOS; • reconcile outstanding Collections balances per the BOS to outstanding Collections balances per the Collection Agencies on a monthly basis, and research and resolve discrepancies and • reconcile amounts collected by the CSC in relation to Collections Placements sent to the Collection Agencies. There should be no duplicated revenue collections on the same Collections Placement.
208	The Contractor shall review and verify invoices submitted by Collection Agencies, along with required backup documentation and providing feedback to the Authority.
209	The Contractor shall provide a financial reconciliation between the BOS and the Collection Agencies for a specific customer account at the Authority's request.
210	The Contractor shall provide assistance to the Collection Agencies regarding the research of disputes when customers contact the Collection Agencies and shall coordinate the resolution with the Collection Agencies.
211	The Contractor shall update the BOS when notified by a Collection Agency that a customer has been allowed to establish a settlement arrangement to pay a lesser amount or to make periodic payments.

1.2.11. Bankruptcy

The Contractor shall receive and process Notification of bankruptcies related to amounts owed to the Authority by customers. The laws related to bankruptcy are very specific and must be followed closely from initial Notification through final resolution and potentially transaction Write-Off.

212	The Contractor shall comply with bankruptcy laws.
213	The Contractor shall document receipt of Notification of bankruptcy within the BOS and place applicable transactions on hold pending the outcome of the bankruptcy process.
214	The Contractor shall remove DMV Holds for trips subject to bankruptcy proceedings.
215	The Contractor shall communicate with the Collection Agencies, as necessary, related to a bankruptcy Notification.
216	The Contractor shall discontinue collection efforts with the Franchise Tax Board for trip subject to bankruptcy proceedings.
217	The Contractor shall update the status of the bankruptcy in the BOS upon notification of changes or the resolution and perform the necessary steps to ensure that the BOS accurately reflects the outcome including but not limited to dismissing amounts due, processing Write-Offs and reinstating Violations.
218	The Contractor shall send copies of bankruptcy Notifications to the Authority.
219	The Authority will notify the Contractor of any bankruptcy proceedings for which the Authority receives Notifications. The Contractor shall update the status of the bankruptcy in the BOS accordingly and notify the applicable Collection Agency.
220	The Contractor shall follow up with, provide information and respond to requests from all parties including but not limited to customers, attorneys, the bankruptcy courts and the Authority related to a customer bankruptcy proceeding.

1.2.12. Violation Investigative Review (Disputes), Administrative Review and Hearing Support

When a violator receives a Violation Notice, they can contest (dispute) it. Disputes shall be tracked as Cases in the BOS. The Contractor shall follow California Vehicle Code Section 40250 et seq. with respect to disputes and Administrative Review Hearings.

221	The Contractor shall manage disputes, subsequent resolutions, and support Administrative Reviews.
222	The Contractor shall receive, research, document and resolve all customer disputes.
223	The Contractor shall investigate all customer disputes to determine if the contesting person (ROV) is responsible for the Violation.
224	The Contractor shall mail the results of the investigation to the person who contested the Violation.
225	When the person contesting a Violation is not satisfied with the results of the Contractor's investigation, they may request an Administrative Review Hearing. The Contractor shall schedule all Administrative Review Hearings and collect payment from the customer in accordance with California Vehicle Code and Authority's Business Rules and SOPs.

226	The person contesting a Violation can request a waiver of deposit due to financial hardship. The Contractor shall verify that the person is eligible for financial hardship via verification of their W-9 or other Authority Approved process.
227	The Contractor shall adhere to the California Vehicle Code Violation dispute process and Authority policies.
228	Once an Administrative Review Hearing is requested, the Contractor shall again review the dispute and organize all related information, using primarily the Evidence Package reports from the BOS, and provide the Authority and the Administrative Hearing Officer with all relevant documentation in a comprehensive Evidence Package.
229	The Contractor shall develop the processes, for Approval by the Authority, for the hiring and scheduling of Administrative Hearing Officers in compliance with all applicable statutes and manage the entire Administrative Review and Hearing process.
230	The Contractor shall be readily available in-person to the Contractor-hired Administrative Hearing Officer during the Administrative Review Hearing. Contractor personnel shall be available and support the process per the SOPs and as requested by the Authority.
231	The Contractor shall provide a Spanish-speaking interpreter to attend and support all applicable Administrative Review Hearing.
232	The Contractor shall implement all required actions resulting from the Administrative Review Hearing process.
233	The Contractor shall offer and process reduced Violation penalties in accordance with the Business Rules, Operations Plan and SOPs.
234	The Administrative Review Hearing will result in either the Violation(s) being dismissed or violator being required to make payment. The Contractor shall make adjustments to the balance due and/or collect payment from the customer and provide notification.

1.2.13. Banking and Lockbox Services

The banking and merchant services for the CSC are comprised of the following:

- **Banking Services** – Banking Services are comprised of the Authority provided depository accounts into which merchant and other deposits are made. The Authority has selected and contracted with a Banking Services provider.
- **Merchant Services** – Contractor-provided merchant services are comprised of the payment processor and acquiring bank.
- **Refund Account(s)** – Bank Account(s) from which customer refunds are made. The Refund Account(s) is part of the Authority’s Banking Services.
- **Lockbox** – The Contractor may elect to provide and use a Lockbox Service Provider to receive and process all mailed payments related to customer accounts and Violations.

The Authority will retain ownership of the Bank Accounts and will provide the Contractor with the necessary access to act and transact on behalf of the Authority. The Contractor will provide the Merchant Service Provider; the Authority will be the merchant of record for all Merchant Service Providers.

235	The Contractor shall reconcile the BOS reports to the bank, all customer payments, Lockbox (if applicable) and merchant accounts on a daily basis.
236	The Contractor shall utilize the Authority's Banking Services and Contractor's MSPs to fulfill the requirement(s) of the bank and MSPs.
237	The Contractor shall utilize and manage the Authority refund process and associated Refund Account(s) to disburse customer refunds which require the issuance of a check. The Contractor shall reconcile and report on the refund activities.
238	The Contractor shall coordinate with the Authority-provided armored services with daily pickup at the I-405 CSC and WIC.
239	The Contractor shall manage a Refund Account from which they will issue checks for the Authority.
240	The Contractor shall issue all refunds, including checks.
241	The Contractor shall process any Lockbox Exceptions transmitted by the Lockbox Service Provider within the same day the payment was received from the customer.

1.2.14. Closing Procedures

242	The Contractor shall perform closing procedures in an accurate and timely manner in accordance with the Performance Measures, including but not limited to:
	<ul style="list-style-type: none"> • perform Posting Day close to finalize counts and revenue for the Revenue Day; • perform month-end close on the last Posting Day of the calendar month and • perform year-end close on the last Posting Day of the Fiscal Year.

1.2.15. Escheatment (unclaimed property)

243	The Authority follows statutory requirements with regard to uncashed checks issued as a form of refund to customers, violators and other funds deemed unclaimed by the Authority.
244	The Contractor shall work with the Authority to follow the Escheatment process.
245	The Contractor shall maintain a register of all uncashed checks. The register shall indicate an unique identification number, such as account number or violator ID number, the name, address, check #, amount of check, check issue date, reason for check issuance, check reversal date, and reason for reversal, if applicable.
246	The Contractor shall provide the Authority with lists of the uncashed checks eligible for Escheatment and those that have completed the Escheatment process.
247	The Contractor shall provide information and conduct research as requested by the Authority related to uncashed checks and unclaimed funds.
248	The Contractor shall reissue checks at the Authority's direction.

249	The Contractor shall identify the funds as Escheated in the BOS as directed by the Authority.
250	Prior to Escheatment, the Contractor will advertise a Notice of Publication of Unclaimed Funds that will run once a week for two (2) weeks.
251	When no inquiries are received, the checks will revert back to the Authority. The Authority will provide the Contractor with a list of funds to either reissue a check for or to revert back to the Authority.

1.2.16. Write-Offs

The BOS will provide the capability for the Contractor to monitor, conduct, and report on Write-Offs of unpaid balances or aged amounts.

252	The Contractor shall develop a Write-Off procedure that complies with legislation and the Authority's policies.
253	Contractor shall configure BOS to perform automatic Write-Offs based on the Business Rules for unpaid balances which meet the Approved criteria.
254	Contractor shall monitor the automatic Write-Offs performed by the BOS and report on these to the Authority on a monthly basis.

1.2.17. Reconciliations

The Contractor shall be responsible for the management of the financial operations of the CSC, including the balancing and reconciliation of all Financial Transactions.

255	The Contractor's balancing and reconciliation activities, which shall be provided to the Authority on a weekly and monthly basis, shall include but are not limited to:
	• perform daily balancing and close-out of all shifts;
	• perform daily balancing of all mailed-in payments;
	• perform daily and monthly reconciliation of all Bank Accounts;
	• perform daily and monthly reconciliation of all merchant account activity and fees, including but not limited to Credit Cards and Debit Cards and
	• perform daily and monthly reconciliation of all Lockbox activity.
256	The Contractor shall develop a process for identifying, reporting and resolving all errors and discrepancies, which shall be included in the Operations Plan.
257	The Contractor shall perform other financial and transactional reconciliations in an accurate and timely manner, to be provided to the Authority for review, in accordance with the Performance Measures, including but not limited to:
	• perform daily, monthly and annual reconciliation of all transactions;

	<ul style="list-style-type: none"> • perform daily, monthly and annual reconciliation of all Interoperable Agency transactions;
	<ul style="list-style-type: none"> • perform daily, monthly and annual reconciliation of all transactions placed at a Collection Agency;
	<ul style="list-style-type: none"> • perform daily, monthly and annual reconciliation of all Third-Party Service Provider payments and
	<ul style="list-style-type: none"> • perform quarterly reconciliation and analysis of accounts receivable for the purpose of recording a provision for uncollectible accounts receivable journal entry.
258	The Contractor shall perform monthly reconciliations of all Financial Accounts, including roll-forward schedules from prior periods, which will be provided to the Authority for review.
259	The Contractor shall reconcile all payments received from all payment channels within one day of posting to the system. This shall include the identification and resolution of all reconciliation discrepancies.
260	The Contractor shall perform reconciliations, including but not limited to:
	<ul style="list-style-type: none"> • detailed reconciliation of transactions/trips and revenue, by facility and transaction type;
	<ul style="list-style-type: none"> • Bank Accounts;
	<ul style="list-style-type: none"> • refunds by refund type;
	<ul style="list-style-type: none"> • prepaid account balances;
	<ul style="list-style-type: none"> • transponder deposits;
	<ul style="list-style-type: none"> • aged accounts receivable;
	<ul style="list-style-type: none"> • fees revenue;
	<ul style="list-style-type: none"> • penalties;
	<ul style="list-style-type: none"> • Write-Offs;
	<ul style="list-style-type: none"> • payment transactions and
	<ul style="list-style-type: none"> • other cost items and revenues.

1.2.18. Financial Reporting

The Authority reports on a Fiscal Year beginning July 1 and ending June 30. As a public-sector entity, the Authority’s basic financial statements are presented in compliance with pronouncements in accordance with the Governmental Accounting Standards Board (GASB) and in conformity with GAAP.

While most Financial Transactions are captured automatically through the BOS, some level of manual entry may be required. Reports, including electronic reports and data exports from the BOS, are the primary means by which the Authority will capture financial information related to the operation of the CSC. The financial reports consist primarily of various BOS-generated reports which summarize the financial and operational performance of the CSC. While most reports are automated, the Contractor is expected to provide manual reports for information that is not automated as requested by the Authority.

261	The Contractor shall utilize BOS-generated reports Approved by the Authority to fulfill reporting needs as described in the Reporting and Reconciliation Plan.
262	The Contractor shall provide all financial reconciliation and reports to the Authority in a timely manner, but no later than the date(s) prescribed in the Performance Measures.
263	The Contractor shall provide all data to the Authority in compliance with pronouncements issued by GASB and in conformity with GAAP.
264	The Contractor shall perform ongoing review of reports at a frequency sufficient to guarantee all reports balance and reconcile to related reports.
265	<p>The Contractor shall balance, reconcile and verify the content of the reports, including but not limited to:</p> <ul style="list-style-type: none"> • daily receipts report (by payment method, payment channel and transaction type, including disbursements); • monthly receipts report (by payment method, payment channel and transaction type, including disbursements); • bank reconciliations; • prepaid toll balance; • refunds; • payments to DMVs and other Registered Owner of Vehicle (ROV) Lookup Provider for lookup and Registration Hold fees; • negative balance prepaid customer report; • transaction aging report; • customer aging report for Violation Notices, fees, etc.; • monthly adjustment report as required by the Authority and • transponder inventory reconciliation.
266	The Contractor shall enter journal entries, check payments and other Financial Transactions into the Authority’s general ledger systems on a daily, weekly and monthly basis.

267	The Contractor shall, at the request of the Authority, provide new vendor setup, including soliciting and providing W9 of the new vendor and setting up vendor information in the Authority's accounting systems.
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1.2.18.1. Audits

1.2.18.1.1. SSAE-18 Type II Audit

The Contractor shall engage an independent auditor to perform an SSAE-18 Type II audit to cover the operations of the CSC and provide the resulting SOC1 report to the Authority. The auditors have a fiduciary duty to the Authority; however, the coordination of the audit, including managing the audit and related requests, managing interviews with staff, and the preparation of any supporting documentation or schedules shall be the responsibility of the Contractor.

268	The Contractor shall engage an independent auditor, which has been Approved by the Authority to perform the SSAE-18 Type II audit.
269	The selected independent auditor shall be experienced and widely recognized in the United States for performing these types of audits. (i.e., the selected audit firm shall perform a minimum of ten (10) such similar audits each year).
270	The Contractor and auditor shall mutually agree on an audit plan, which shall be provided to the Authority for Approval, including regularly scheduled meetings.
271	The audit shall cover the period of April 1 to March 31 annually, supplemented by a bridge letter covering the period of April 1 through June 30 annually, with the first year covering the Agreement start date through March 31 and the last year covering April 1 through the end of the Agreement Term. The audit periods are deliberately set to include an offset and a bridge letter so that the Authority's auditors have the SOC1 report in time to start their audit work.
272	The final SOC1 report shall be provided to the Authority no later than June 30 each year.
273	The Contractor shall comply with all changes to requirements under SSAE-18; in the event SSAE-18 is replaced by a new standard, the new standard shall apply and in the event the SOC1 is replaced by a new reporting form, the Contractor shall submit the new reporting form.
274	The Contractor shall promptly comply with all audit requests.
275	The Contractor shall promptly notify the Authority of any concerns raised by the auditors, including but not limited to: <ul style="list-style-type: none"> • any asserted weaknesses; • limitations on audit scope; • the auditors' inability to carry out the audit; • the Contractor's inability to carry out the audit; • any projected cost overruns and

	<ul style="list-style-type: none"> time delays in scheduled audit completion.
276	If there is a material change to the Contractor's operations, the Contractor shall update the initial SOC 1 report and include it on the update to ensure the Contractor is in compliance with the SSAE-18 attestation standards.

1.2.18.1.2. Quality Audit

The Contractor shall conduct daily quality audits. These audits shall encompass all aspects of the CSC Operation as described in the Quality Plan. The Contractor must develop an audit report and provide it to the Authority monthly.

277	The Contractor shall conduct daily quality audits in accordance with the Contractor's Quality Plan. All deficiencies identified through the audit process shall be successfully corrected by the Contractor. The findings in the audits will result in a monthly report to the Authority.
278	The Contractor shall institute any corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.

1.2.18.1.3. Other Audits

Other aspects of the CSC are subject to audit by the Authority and/or third parties as well as the Contractor. Results of audits conducted by the Authority and/or third parties, including any prepared audit reports, will be shared with the Contractor, as applicable.

279	The Contractor shall conduct and/or support the Authority in any Contractor required or Authority led audits relating to the Authority's facilities, toll collection, BOS, and CSC Operations. For example, TIFIA, annual external audits, biennial and triennial audits.
280	<p>The Contractor shall conduct audits in accordance with the Quality Plan. These audits may include but are not limited to:</p> <ul style="list-style-type: none"> internal control procedures; revenue/transaction reporting; physical inventory audit; security audits; financial audit; facility inspections and Authority processing and performance.

281	As the accountant for the CSC Operations, the Contractor shall supply the Authority's auditor(s) and management with information and schedules as requested and respond to requests from the Authority or its auditors in a timely manner.
282	The Contractor shall provide the Authority and their designee(s) access to the CSC for the purpose of conducting their audit(s).
283	The Contractor shall support the Authority by running reports and making all requested documentation available for review.
284	The Contractor shall support the Authority by making Contractor employees, consultants and other involved subcontractors and parties available for interview by auditors.
285	The Contractor shall successfully correct all deficiencies identified through the audit process.
286	The Contractor shall institute all corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.

1.2.19. Revenue Management

287	<p>The following forms of payment will be accepted by CSC. The Contractor shall account for, credit to the customers' accounts and deposit into the appropriate Bank Account(s) all payments in accordance with the Performance Measures:</p> <ul style="list-style-type: none"> • checks (including personal, business, e-check, certified and cashier's checks); • money orders; • cash (United States currency); • Credit Card, including mobile payments and EMV chip integrated circuit card (at in-person locations only) and • Debit Card (PIN-less debit only).
288	Using the BOS, the Contractor shall accept payments from customers who use any combination of the above payment methods. For example, customers can choose to pay a portion of their balance using a check and another portion using a Credit Card, or using two (2) or more different Credit Cards.
289	The Contractor shall deposit and post to customer accounts all payments received from all payment channels within the same day the payment was received from the customer.
290	The Contractor shall deposit any checks received by the CSC electronically using bank-specified check scanners, which shall interface with the bank software.
291	The Contractor staff shall manually key in check information in the event of a check scan failure.

292	The Contractor shall manually apply in the BOS any fees which are not automatically applied through the BOS, in accordance with the Business Rules, Operations Plan and SOPs. Examples of these fee types are a returned check fee or a one-time paper statement fee, which must be selected by the user.
293	The Contractor shall post all customer payments received by operations into the BOS.
294	The Contractor shall develop a full-cycle chain of custody process (such as, how payments transfer from the mail room to an Authority employee for Posting to the bank for deposit) for all payments and cash balances which shall be included in the Operations Plan.
295	The Contractor shall develop and implement money handling, counting and storage procedures that cover items including but not limited to:
	<ul style="list-style-type: none"> • responsibility for all funds until custody of the funds has passed to the Authority;
	<ul style="list-style-type: none"> • all monies (checks and cash) collected shall be stored in a safe in a secure area until collected or deposited by the bank;
	<ul style="list-style-type: none"> • all money handling, counting and storage shall be performed in a secure area and under dual control at all times and
	<ul style="list-style-type: none"> • cash shall not be transported through public areas without appropriate security.
296	The Contractor shall deposit all monies received into the Authority's Bank Accounts.
297	On a daily basis, the Contractor shall reconcile, balance and report to the Authority all bank deposits of funds received.
298	The Contractor shall develop and implement customer refund procedures in accordance with the Business Rules to be included in the Operations Plan.
299	The Contractor shall remit monies to and collect monies from various parties in accordance with the Performance Measures and Operations Plan. Such remittances may be made by check, wire transfer, or book transfer, and may be made by either the Contractor or the Authority, in accordance with the Operations Plan and shall include but are not limited to payments to and from:
	<ul style="list-style-type: none"> • customers;
	<ul style="list-style-type: none"> • the Authority;
	<ul style="list-style-type: none"> • Interoperable Agencies;
	<ul style="list-style-type: none"> • Lockbox Service Provider;
	<ul style="list-style-type: none"> • DMV;
	<ul style="list-style-type: none"> • Collection Agencies and
	<ul style="list-style-type: none"> • Third-Party Service Providers.

1.2.20. Paper Document Storage

The CSC receives and generates paper documents over the course of daily business. These hard copy documents are scanned into the BOS for easy retrieval and association with applicable accounts and Cases on a timely basis and paper documents are shredded. It is anticipated that document storage needs will be minimal and any required space will be provided by the Authority at the I-405 CSC Facility.

300	The Contractor shall provide and Approved approach for the handling, storage, scanning and shredding of all paper documentation in accordance with the Security Standards.
301	The Contractor shall scan all paper documentation into the BOS associating each appropriately with applicable account(s) and Case(s).
302	The Contractor shall redact information in accordance with the Security Standards, Business Rules, Operations Plan and SOPs on the document prior to scanning the paper documentation into the BOS.
303	The Contractor shall shred and dispose of all paper documentation after it has been successfully scanned in accordance with the Security Standards.

1.2.21. Interoperability

The Authority is already Interoperable with the other toll agencies in California. Over the life of this Agreement, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority will participate in regional and national Interoperability.

The Contractor will work in cooperation with all Interoperable Agencies and CSC facilities, and support the Authority with efforts to provide for efficient and successful operation.

304	Working with the Interoperable Agencies, the Contractor shall facilitate the resolution of interface related issues or errors.
305	The Contractor shall provide financial and transactional reconciliation with Interoperable Agencies.
306	The Contractor shall participate in periodic teleconferences and meetings related to Interoperability and other Interoperability organizations.
307	The Contractor shall provide a point of contact for resolution of issues arising with Interoperable transactions/trips and customer service including dispute resolution.
308	The Contractor shall monitor and manage the electronic file transfers within the BOS as required.
309	The Contractor shall manage and reconcile Interoperable receivables and payables.
310	The Contractor shall provide annual Credit Card rate analysis for the Interoperable Agencies and facilities with which the OCTA I-405 will have an agreement to net out Credit Card fees from revenue. The Contractor shall prepare the netting schedule that provides the net amount that the agencies/facilities transmit to each other.

Exhibit B

Volume IV: Performance Measures

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1 INTRODUCTION

The following describes the Performance Measures for the BOS and CSC Operations. The Authority requires the Contractor to continuously operate the BOS and CSC in accordance with the standards of performance identified in Requirements and these Performance Measures.

The Contractor's performance will be both self-monitored and monitored by the Authority and is rated based on the Contractor's ability to meet these Performance Measures, which reflect the minimum performance expected of the Contractor to provide timely and reliable BOS processing and well as the minimum level of customer service.

1.1 BOS Performance Measures

BOS performance will be measured in categories that align with the primary functions of the BOS. The specific method of measuring the Contractor's performance will vary depending on the individual Performance Measure, but will generally be measured either by event, per calendar/Business Day or on a monthly basis. If a Performance Measure is not met, the Contractor is assessed an Adjustment to the monthly fee, based on the calculations described in the table. For some categories, the amount by which the Performance Measure is missed matters in determining how well the BOS is performing, therefore the non-compliance fees increase as the deviation from the Performance Measure increases.

Table 1, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown. Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.

Table 1: BOS Performance Measurers and Adjustments

#	BOS Performance Measure	Measurement Calculation and Frequency of Adjustments	Adjustments
1	BOS availability - Priority 1	<p>Calculates BOS availability if a Priority 1 event has occurred during the period.</p> <p>Monthly measurement of 99.80% uptime target.</p> <p>Availability shall be calculated as follows:</p> <p>Availability = (1 - [Total number of hours of Priority 1 downtime per month / Total hours in the month]) * 100</p>	<p>A 3% Adjustments to the monthly maintenance fee for availability between 99.50% and 99.80%;</p> <p>A 5% Adjustments to the monthly maintenance fee for availability between 99% and 99.49% and</p> <p>A 10% Adjustments to the monthly maintenance fee for availability below 99%.</p>
2	BOS availability - Priority 2	<p>Calculates BOS availability if a Priority 2 event has occurred during the period.</p> <p>Monthly measurement of 99.80% uptime target.</p> <p>Availability shall be calculated as follows:</p> <p>Availability = (1 - [Total number of hours of Priority 2 downtime per month / Total hours in the month]) * 100</p>	<p>A 1.0% Adjustments to the monthly maintenance fee for availability between 99.50% and 99.80%;</p> <p>A 1.5% Adjustments to the monthly maintenance fee for availability between 99% and 99.49% and</p> <p>A 3% Adjustments to the monthly maintenance fee for availability below 99%.</p>
3	Interface data and file exchanges	Per individual data or file exchange that is inaccurate, has incomplete data, is not technically compliant with the ICD, or is not provided/retrieved in the required time frame, per the ICD and/or agreed to operating procedures. Applies to all Interfaces other than Contractor-provided Third-Party Service Providers.	\$250
4	Interface acknowledgements	Per individual event of a scheduled data or file exchange that is not acknowledged in the typical or required time frame, per the ICD and/or agreed to operating procedures.	\$250
5	Interface exception handling	Per individual data or file exchange where an exception information is not provided to the source system and the designate contact is not notified in the required or typical time frame, per the ICD and/or agreed to operating procedures. Exceptions are inaccurate information identified during data validation or an anomaly that prevents data, files and images from being properly processed.	\$250
6	Trip Posting	Per hour or partial hour in which files are not accurately posted within two (2) hours of receipt.	\$1000
7	Job Process	Per discrete event where a BOS Software job and/or process does not correctly run and complete within the expected time. Expected time = scheduled time + maximum run time.	\$250 per event and up to 60 minutes of delay. \$100 for each partial additional hour of delay.
8	Account replenishments	Per Calendar Day in which all eligible accounts with a valid payment mechanism are not replenished within one (1) hour of reaching the low-balance threshold.	\$2,500 Escalates by \$2,500 each subsequent Calendar Day up to a maximum of \$10,000 per Calendar Day

#	BOS Performance Measure	Measurement Calculation and Frequency of Adjustments	Adjustments
9	Sending of customer-initiated, non-batched email or text	Per Calendar Day for each type of automated Notification that is not correctly sent within 15 minutes of eligibility.	\$500
10	Mailing of USPS Notifications	Per subsequent Calendar Day in which eligible customer Notifications are not sent within three (3) Calendar Days.	\$500
11	Reporting	Per Calendar Day for each report that is not generated by the BOS, delivered and/or made available with accurate data per the reporting schedule.	\$100
12	Monthly system Maintenance reports	Per subsequent Business Day that the monthly report is not generated within the required time frame.	\$500
13	Respond to agency requested information	Per subsequent Business Day that Contractor does not provide acknowledgement and status of requested information within two (2) Business Days.	\$500
14	Following the Approved Change management process	Per event of Contractor not following Approved Change management process and required testing before making a Change to the BOS Hardware or Software.	\$5,000
15	Log, track and report all BOS failures or reported System issues.	Per event of Contractor not following Approved process and accurately logging event within the PMMS.	\$250
16	Acknowledgement of BOS failure and degradation notifications by Contractor	Per event without intentional human acknowledgment (recorded within the PMMS) by the Contractor's Maintenance personnel of receiving notification of a BOS failure or degradation from the BOS, other Contractor personnel, customers, the Authority, Third-Party Service Providers or another contractor as follows: <ul style="list-style-type: none"> • Within one (1) hour of notification for a Priority 1 event; • Within four (4) hours of notification for a Priority 2 event; and • Within twenty-four (24) hours of notification for a Priority 3 event. 	Priority 1 - \$1,000 Priority 2 - \$500 Priority 3 - \$250
17	Repair of Priority 1 failure or degradation	Per Priority 1 failure that is not repaired within four (4) hours.	\$ 2,500 per event and \$200 for each subsequent hour of delay.
18	Repair of Priority 2 failure or degradation	Per Priority 2 failure that is not repaired within twenty-four (24) hours.	\$1,000 per event and \$100 for each subsequent hour of delay.
19	Repair of Priority 3 failure or degradation	Per Priority 3 failure that is not repaired within three (3) Calendar Days.	\$500 per event and \$500 for each subsequent Calendar Day of delay.
20	Protect sensitive customer information from exposure to others	Per event of exposure of PII or PCI data to unauthorized persons.	\$25,000 per event and per subsequent day of exposure and all costs of direct damages, Notification and remediation.
21	Notify all affected customers of security breach.	Per event of customer Notifications not being sent within two (2) Calendar Days of security breach.	\$5,000 per event and \$2,500 for each subsequent Calendar Day of delay.

#	BOS Performance Measure	Measurement Calculation and Frequency of Adjustments	Adjustments
22	Remediate all PCI or PII related deficiencies	Per Calendar Day if deficiency remains after one (1) month from the initial date when any PCI or PII vulnerability is identified during PCI compliance audits, normal network and BOS monitoring, testing or vulnerability scans. This includes completing the Approved Change management process, complete testing and successful placement into production of fixes required to achieve compliance.	\$500 per Calendar Day
23	Recovery Point Objective (RPO)	In case of primary BOS failure and transfer of production to the DR site, where the RPO is more than ten (10) minutes.	\$5,000 per event and \$1,000 for each subsequent ten (10) minutes of extended RPO.
24	Recovery Time Objective (RTO)	In case of primary BOS failure and transfer of production to the DR site, where the RTO is more than twenty-four (24) hours.	\$5,000 per event and \$250 per each subsequent hour of extended RPO.

1.2 CSC Operations Performance Measurement

The CSC Operations Performance Measures are tracked and reported to measure the ability of the Contractor to execute the key business processes and SOPs required. The Performance Measures are intended to align with the primary functions of the CSC Operations.

Some Performance Measures will be used to measure performance of processes that execute multiple times per day, for example, serving customers at the CSC or via the telephone. Other Performance Measures assess the Contractor's performance on the completion of a specific task, for example the completion of accurate monthly reconciliation and Submittal of the reconciliation documentation to the Authority.

The specific method of measuring the Contractor's performance will vary depending on the Performance Measure, but will generally be measured on a per item, daily or monthly basis. Non-compliance with the Performance Measures will result in assignment of non-compliance points, which are used to calculate the monthly Adjustments. This process is described in the following section. Regardless of how a Requirement is measured, the Contractor shall provide monthly reporting for all Performance Measures.

1.2.1.1 Performance Scorecard

For CSC Operations performance measurement, each Performance Measure is assigned a weighted non-compliance point value. The value of the non-compliance points assigned depends on the severity of the failure and its potential impact on the Authority's business.

The Contractor shall develop Performance Measure reports, including the Monthly Performance Scorecard. Failure to comply with the Performance Measure will result in the associated non-compliance points being applied to the Contractor's Monthly Performance Scorecard. If the accumulated non-compliance points reach a specified threshold, the Contractor's invoice for the month will be adjusted by a percentage of the total invoice value, as shown in Table 3.

Table 2, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown.

Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.

Table 2: CSC Operations Performance Measures and Non-Compliance Points

OPS#	CSC Operational Performance Measures	Measurement and Frequency	Non-Compliance Points*
1	Reporting of all Operations Failures to the Authority - The Contractor shall notify the Authority of all observed operations failures identifying the failure utilizing the Approved notification process defined in the Operations Plan, SOPs and Business Rules.	Per failure to report observed operational failure using Approved notification process within 60 minutes	3
2	Monthly Reconciliations - The Contractor shall ensure all reconciliations are completed per the Requirements and that discrepancies are investigated, resolved, reconciled and closed and that the monthly roll-up of daily reconciliations, summarizing the daily activities for the entire month is provided.	Per month in which monthly roll-up is not provided within three (3) Business Days of month end	30
3	Monthly Journal Entries - The Contractor shall ensure all month end journal entries are transmitted to the Authority and shall include minimum monthly fee accrual, Credit Card processing fees accrual, customer Collections and Violations Collections accrual, tax and lottery intercept accrual and accounts receivable (A/R) and accounts payable (A/P) other interop accrual.	Per month in which accruals are not provided within three (3) Business Days of month end	30
4	Daily Journal Entries - The Contractor shall ensure all daily journal entries are transmitted to the Authority and shall include cash receipts journal entries for violations and cash receipts/adjustments for activity on customer accounts.	Per day in which the journal entries are not provided within one (1) Business Day	3
5	Quality Assurance - The Contractor shall ensure that all Approved Quality Assurance (QA) processes, per the Quality Plan are completed monthly.	Per month in which 100% of Approved QA processes are not followed	40
6	Customer Satisfaction - The Contractor shall use a Customer Satisfaction Survey to determine customer satisfaction with how contacts are handled. The post-contact survey questions will gauge the customers' satisfaction with the Service they received when contacting the CSC.	Per month in which Contractor does not achieve an average of 4.5 (at a minimum) out of 5	30
7	Speed of Answer - Call Center request to speak with a CSR - The Contractor shall answer incoming calls, after the caller elects to speak with a CSR.	Per Business Day in which 80% of calls are not answered within 60 seconds	3
8	Abandon Rate - The Contractor shall ensure incoming calls do not abandon prior to speaking with a CSR.	Per Business Day in which 4% of calls or more are abandoned	3
9	Speed of Answer - Chat - The Contractor shall answer incoming chat requests when a customer elects to chat with a CSR.	Per Business Day in which 80% of chats are not answered within 60 seconds	3
10	Speed of Answer - Text - The Contractor shall respond to incoming texts when a customer elects to text the CSC.	Per Business Day in which 80% of texts are not answered within 60 seconds	3
11	Speed of Answer - Email - The Contractor shall respond to incoming email requests when a customer elects to email the CSC.	Per Business Day in which 90% of emails are not responded to within 1 Business Day	3
12	First Contact Resolution - The Contractor shall resolve customer requests on the first contact with the CSC. Customers will be provided a question on the customer surveys to indicate if their request was resolved on the first contact.	Per Business Day in which Contractor does not resolve 85% of calls (per survey results)	5
13	CSC WIC Customer Wait Time - The Contractor shall ensure waiting times for customers to interact with a CSR at the CSCs remain within acceptable limits.	Per Business Day in which 80% of wait times exceed five (5) minutes	3
14	Timeliness of Customer Case Resolution - The Contractor shall completely and accurately resolve customer requests, including resolving customer complaints, made via all channels. Resolution of a customer request means completely resolving the issue, complaint or inquiry, such that no further follow up by the customer, the Contractor or the Authority is required.	Per Business Day in which 90% of cases are not resolved within one (1) Business Day	3
		Per Business Day in which 98% of cases are not resolved within five (5) Business Days	3

OPS#	CSC Operational Performance Measures	Measurement and Frequency	Non-Compliance Points*
15	Accuracy of Customer Request Resolution - The Contractor shall completely and accurately resolve the customer requests. Resolution of a customer request means completely resolving the issue, complaint or inquiry, such that no further follow up by the customer, the Contractor or the Authority is required.	Per month that 99% accuracy is not met	30
16	Reason Code Accuracy - The Contractor shall select the correct transaction reason code. The BOS shall select a random sample set of one-hundred (100) transactions which required a reason code each month which will be reviewed for accuracy as part of the Contractor's Quality Assurance process. Both the process and the final outcome will be evaluated and the transactions which are determined to be adjusted or reversed for the wrong reason or inappropriately adjusted or reversed will be identified.	Per month that 99% accuracy is not met	30
17	OCTA Identified High Priority Issues Acknowledged and Assigned - The Contractor shall acknowledge and assign to appropriate staff all high priority customer issues. The Authority will designate specific issues as "high priority" when the issues are provided to the Contractor. These issues are entered into the Case process for tracking to final resolution which will be communicated to the Authority and the customer.	Per high priority issue that is not acknowledged and assigned within two (2) business hours	3
18	OCTA Identified High Priority Issues Accurately and Completely Resolved - The Contractor shall accurately and completely resolve all high priority customer issues. Resolution means completely resolving the issue for the inquiry, such that the issue requires no further follow up by the customer, the Contractor or the Authority.	Per high priority issue that is not accurately and completely resolved within one (1) Business Day	3
19	Processing of Returned Mail - The Contractor shall process all returned mail. The customer account must be updated with any new information and further research tasks shall be undertaken in accordance with the Business Rules to attempt to obtain an address for customers with only an undeliverable address.	Per Business Day in which 90% of the sample size of returned mail is not processed within three (3) Business Days	3
		Per Business Day in which 100% of the sample size of returned mail is not processed within ten (10) Business Days	3
20	Processing of Transponder Requests - The Contractor shall package and transmit all transponder requests to shipping provider.	Per Business Day in which 100% of transponder requests are not processed within two (2) Business Days	3
21	Payment Processing - The Contractor shall ensure all payments are posted to the correct account.	Per Business Day in which 100% of payments are not processed within two (2) Business Days	5
22	Research and Resolve Unidentified Payments - The Contractor shall ensure 100% of all cash, money order and check payments which are ineligible for immediate posting to a customer account (for example, payments missing sufficient information to identify the posting account) are completely and accurately resolved (for example, posted to an account, refunded to the customer or documented as all avenues exhausted). These include payments which cannot be readily associated with a customer account. The Contractor shall be responsible for conducting timely research on these payments so that the payments can be posted to a customer account as quickly as possible or, if all research avenues are exhausted and documented, tracked as unidentified funds in case of future customer contact	Per Business Day in which 100% of all unidentified payments are not completely and accurately resolved within five (5) Business Days	3
23	Process and Issue Refunds - The Contractor shall ensure 100% of all eligible refunds are completely and accurately mailed to customer.	Per Business Day in which 100% of all refunds are not completely and accurately issued within five (5) Business Days	3
24	Staff Turnover/Attrition - The Contractor shall ensure the voluntary staff turnover / attrition rate does not exceed 5% of the total workforce each month. The Contractor is expected to implement employee engagement tools, training and career development processes to ensure the workforce remains consistent	Per month in which voluntary turnover/attrition exceeds 5%	10

For monthly measures the Contractor shall measure performance by comparing the target performance level defined in these Performance Measures against their actual performance for the month as applicable.

1.3 Non-Compliance Performance Adjustments

The Contractor’s performance score will be determined each month by adding the points assessed for non-compliance as described above. A performance Adjustment will be made in each month that the Contractor exceeds the allowable number of non-compliance points up to a maximum monthly Adjustment. The invoice Adjustment will exclusive of any pass-thru costs.

Table 3: Non-Compliance Adjustments

Performance Level	Non-Compliance Points Range	Monthly Invoice Adjustments Percent
Level 1	0-30	0%
Level 2	31-50	1%
Level 3	51-150	2%
Level 4	151-250	5%
Level 5	251-400	12%
Level 6	401+	25%

1.4 Escalation

Non-compliance points will accrue as follows:

- The first month that a specific Performance Measure is not met will result in the assessment of the initial value of the associated non-compliance points assigned in Table 3.
- If a specific Performance Measure is not met for a second consecutive month, the non-compliance points assessed for that failure will be doubled for that month.
- If a specific Performance Measure is not met for a third consecutive month and for all subsequent consecutive months thereafter, the non-compliance points assessed for that failure will be tripled for that month.

1.5 Corrective Actions

Failure to meet a Performance Measure does not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures in the future. This will be documented in a Corrective Action Plan (CAP). For example, if the Contractor fails to completely and accurately resolve 100% of the customer requests within the time required by the Performance Measure, the unresolved customer requests must still be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences. The Contractor must complete activities in a first-in, first-out order (FIFO). Skipping prior day’s work in order to catch up with a Performance Measure will not be allowed.

1	The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures.
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2	Failure to meet a Performance Measure shall not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. Any failure to meet a Performance Measure that requires the completion of a specific action(s), for example completing daily reconciliations or completing image review correctly, which is not completed in accordance with the Requirement, shall not relieve the Contractor of the responsibility to perform in accordance with the Operations Plan and the Requirements.
3	If a Performance Measure involving completing work in certain period of time is missed, the work shall be completed in order, such that the oldest work is completed before starting any newer work. The Contractor shall not skip any prior work and process new work to avoid a subsequent Performance Measure Adjustment.
4	The Contractor shall develop a Corrective Action Plan (CAP) for each failure to meet a Performance Measure identifying the root cause(s), the extent of the problem and providing a plan to rectify the current situation and prevent future occurrences. For example, if the Contractor fails to completely and accurately resolve customer requests within the time required by the Performance Measure, the unresolved customer requests shall be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences.
5	The Contractor shall submit the CAP to the Authority for review and Approval.
6	The CAP provided by the Contractor shall be in a format Approved by the Authority as part of the Operations Plan.

1.6 Non-Chargeable and Chargeable Failures

For purposes of calculating Performance Measures, chargeable and non-chargeable failures are defined as follows:

- *Non-chargeable failures are those failures identified in the following section. Adjustments will not be assessed for non-chargeable failures.*
- *Chargeable failures are any failures not specifically identified as non-chargeable. Adjustments will be assessed for chargeable failures.*

1.6.1 Non-Chargeable Failures

7	Non-chargeable failures are limited to:
	<ul style="list-style-type: none"> • Force Majeure, as defined in the Agreement; • BOS failures caused by environmental or operating conditions outside of those that the Contractor controls as established in the Requirements; • Preventive Maintenance as allowed in the Maintenance Plan and • failures that are the responsibility of other contractors and Third-Party Service Providers that are not contracted through or provided by the Contractor as determined by the Authority.

1.6.2 Chargeable Failures

8	Chargeable failures shall include any failures not specifically identified as non-chargeable.
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1.7 Performance Reporting

The Contractor is required to provide the Authority a Monthly Operations Report that includes the Contractor's Performance Reports and Monthly Performance Scorecard. The Contractor's Performance Report will include a series of reports detailing the Contractor's performance against each Performance Measure and details related to the failure events that resulted in the non-compliance. The Contractor's Performance Report shall contain all information necessary for the Authority to verify the Contractor performance as reported by the Contractor.

9	The Contractor shall prepare and submit to the Authority the Performance Reports as part of the Contractor's Monthly Operations Report on an agreed-upon day each month as defined in these Requirements.
10	The Performance Report shall include: 1) a Monthly Performance Scorecard calculating the non-compliance points assessed that month, if applicable; 2) a series of reports that is comprised of one (1) report per Performance Measure, detailing the Contractor's performance against the Requirement that month supporting the Monthly Performance Scorecard for each Performance Measure, and 3) a historical report detailing the Contractor's performance against each Requirement for the most recent 13 months. Copies of all CAPs related to failures for that month must be included.
11	The Contractor shall provide the required Monthly Operations Report to the Authority before an invoice will be considered for payment.

**Attachment A: WRTO and CTOC
Technical Specifications for Interagency
Electronic Data Interchange**

Technical Specification for Interagency Electronic Data Interchange

WESTERN REGION TOLL OPERATORS (“WRTO”)
and
CALIFORNIA TOLL OPERATORS COMMITTEE (“CTOC”)

Technical Specification

for

Interagency Electronic Data Interchange

Revision A 2.0

May 13, 2020

Technical Specification for Interagency Electronic Data Interchange

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1. LIST OF REVISIONS

CTOC Technical Specification:

Rev. A Initial Release

Rev. B Adds Good Tags File Layout

Rev. C Adds Toll Violations File Layout

Rev. D Adds Statement Descriptions in Appendix E
Document Reformatted

Rev. E Revise Good Tags File to Tag Status File
Changed Processing Times

Rev. F Modifies Violations File Format
Adds License Plate Exchange File Layout
Adds Document Distribution List
Adds Additional Plaza/Lane Designations for TCA

Rev. G Modified Tag Status File Format to additional tag information fields
Added new Appendix F - Violations Reject File
Rename old Appendix F (Plaza/Lane Designations) to Appendix I
Re-organize document to current form
Add Title 21 definition as Appendix K
Add Title 21 approved messages codes as Appendix L

Rev. G (1-7-2002) Combined commented versions of document into current version
for comment and approval.

Rev. G (2-26-2002) Questions and answers revisions to document. Rev. G (FINAL)
Final comments added from teleconference.

Rev. G.1 (FINAL) Final corrections:

- 1) Remove DIFF from tag status file header.
- 2) Fix sample file for tag status.
- 3) Pay by Plate Processing Narrative correction.
- 4) Reconciled Pay by Plate Charges File – fixed Reconcile codes.

Rev. G.2 (FINAL) Corrections:

- 1) Change to General File Format Rule #15 regarding transaction uniqueness.
- 2) Add General File Format Rule #16 regarding sequence numbering.

Rev. G.3 (FINAL) Corrections:

- 1) Remove “optional” from 3 subtypes on Tag Status File. Subtypes must be sent.

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- 2) Remove the San Diego CALTRANS Bridge (Coronado).

Rev. G.4 (April 26, 2004) Corrections:

- 1) Corrected Title 21 tag range assignments to reflect current approved assigned ranges.
- 2) Corrected Definition of License Plate field (in License Plate Status File) to read “Alphanumeric” instead of “Alpha”.
- 3) Added the following “Format conforming to DMV Parking Manual” to the description of the License Plate Field.
- 4) Added “Daily Violation Sweep” Flowchart to Appendix D.
- 5) Updated “Pay by Certificate” Flowchart in Appendix E.

Rev. G.4.1.a. (December 13, 2010) Corrections:

- 1) Corrected Table of Contents to include page 11, “File Naming Conventions”
- 2) Updated the “Document Control” to remove Harry Hansen, Jr. and add Joyce Hill as the Document Control contact.
- 3) Updated the California’s Definition for Title 21’s 32-BIT Transponder ID number Field to include the current Facility Codes, descriptions for Tag Type and Title 21 Out-of-state Agencies (February 16, 2010)
- 4) Record Appendixes as listed in Rev. G.4:
 - a) Appendix A: Plaza/Lane Description
 - b) Appendix B: Title 21 Definition
 - c) Appendix C: Subtype Definitions for Tag Record File
 - d) Appendix D: License Plate Date Logic
 - e) Appendix E: Violation Enforcement via Plate Reads
- 5) Appendix A: Added lane and descriptions for TCA (Windy Ridge SB/NB Lane 13, November 3, 2009)
- 6) Appendix A: Added lane and descriptions for I-680 Express lanes
- 7) Appendix A: Corrected lane and descriptions for SANGAG

Rev. G.4.1.b. (April 7, 2011) Corrections

- 1) Appendix A: Added lane and description for TCA (Tomato Springs SB/NB Lane 13, 2004).
- 2) Updated agency name in Table 2, Agency Codes, to add “BATA.”
- 3) Updated the California’s Definition for Title 21’s 32-BIT Transponder ID number Field to include the current Facility Codes, descriptions for Tag Type and Title 21 Out-of-state Agencies (January 13, 2011)

Rev. G.4.2. (June 21, 2011) Corrections:

- 1) Appendix A: Deleted lanes and description for TCA (Portola Parkway North Off Lanes 2248-03, 2248-04 and Portola Parkway North On Lanes 2249-03, 2249-04)
- 2) Changes:
 - a) Updated California’s Definition for Title 21’s 32-Bit Transponder Id Number Field, Section 7.1 Transponder Tag Type ID for HOV Switchable Tags. (March 24, 2011)
 - b) Includes Example Tag

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- 3) Updated General File Format Rules for switchable tag mode. (February 14, 2011)
 - a) Section 8.2.2 Field: Tag ID; Notes section
 - b) Section 8.3.2 Field: Tag ID; Notes section
 - c) Section 8.4.2 Field: Tag ID

Rev. G.4.3. (November 16, 2011) Changes:

- 1) Added LA Metro to the Agency Codes; Section 6.0, Table 2.
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 17, October 7, 2011)
- 3) Added lanes and descriptions for LA Metro to Appendix A: Plaza/Lane Descriptions

Rev. G.4.4. (December 21, 2011) Changes:

- 1) Added lanes and descriptions for 237 Express Lanes to Appendix A: Plaza/Lane Descriptions

Rev. G.4.5. (November 20, 2012) Changes:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 19, September 25, 2012)
- 2) Added lane and changed descriptions for SANDAG 1-15 to Appendix A: Plaza/Lane Descriptions

Rev. G.4.6. (March 22, 2013) Changes:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 21, March 21, 2013)
 - a) Note: Version 20: Newly assigned Facility Codes for TCA; Table 1 & 2.
 - b) Version 21: Newly assigned Facility Codes for SR-91; Table 2

Rev. G.4.7 (April 03, 2013) Changes:

- 1) Added/updated plazas for LA Metro to Appendix A: Plaza/Lane Descriptions

Rev. G.4.8 (November 15, 2013) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 22, October 25, 2013)

Rev. G.4.9 (December 4, 2013) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 23, November 21, 2013)

Rev. G.4.9.a (April 16, 2014) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 24, April 3, 2014)

Rev. G.4.9.b (October 23, 2014) Changes:

- 1) Updated plazas for TCA to Appendix A: Plaza/Lane Descriptions
 - a) Closed: 61 lanes
 - b) Added: 4 lane

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c) Name Changes: 6 lanes

Rev. G.4.9.c (November 10, 2014) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 25, November 6, 2014)

Rev. G.4.9.d (November 13, 2014) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 26, November 13, 2014)

Rev. G.4.9.e (May 21, 2015) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 27, November 13, 2014)
- 2) Change:
 - a) Deleted TCA's CLOSED lanes from the APPENDIX A: Plaza/Lane Descriptions
 - b) 2.0 Document Control: Removed Joyce Hill, added Rick Carrier
- 3) Add:
 - a) APPENDIX A: Plaza/Lane Descriptions
 - b) 4001-4009 Reserved for OCTA
 - c) 4020-4040 Reserved for RCTC

Rev. G.4.9.f (June 08, 2015) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.2, Table 1, (Version 28, June 4, 2015)
- 2) Deleted "(Pilot Project)" from Section 7.2, Table 1

Rev. G.4.9.g (June 15, 2015) Update:

- 1) Added "(Multiprotocol Tags)" to Section 7.2, Table 1
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.2, Table 2, (Version 29, June 15, 2015)

Rev. G.5 Draft V0 (April 21, 2006) Modifications:

- 1) Changed "Amount Charged" to "Amount Posted" in TRAN AMOUNT field in Reconciled Toll Charges and Reconciled Pay by Plate Charges files
- 2) Add "Account Identifier" field to tag file
- 3) Add "Account Identifier" and "Plate Identifier" fields to plate file
- 4) Eliminate "D" (Delete option) in the Tag File (which should always be INIT only)
- 5) Added clarifying language about the Daily Violation Database Sweep
- 6) BATA added to the list of Agency Codes used in filename. BATA will use the code assigned to ATCAS (Caltrans).
- 7) San Francisco Airport added to list of Agency Codes.

Rev. G.5 Draft V1 (November 21, 2013) Modifications:

- 1) Added a Note to the Toll Charges Processing narrative to standardize exclusion of non-revenue plates.
- 2) Added VERSION to all header files. This field will contain the Version Number, "REVG.5" right justified. This will allow for backward compatibility in the future.

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- 3) Updated Appendix A, adding new I-15 plazas and lanes.
- 4) Updated Appendix F with new ranges from CALTRANS.
- 5) Added Entry/Exit Times and Axle Count to toll and Pay by Plate transaction files.

Rev G.5 Draft V2 (April 16, 2014) Modifications:

- 1) Modified Section 4.0 - Item 3 - Added more clarity to Guarantee of payments for valid plates.
- 2) Modified Section 8.1.1 - Narrative (2nd Paragraph) - clarified note.
- 3) Modified Section 8.2.2
 - a) Removed DST Field
 - b) Modified AXLE Count Notes
 - c) Added OCCUPANCY Field
- 4) Modified Section 8.2.4 –
 - a) Modified Toll Charges Sample File to include how different Trip Types are included.
- 5) Added new section 8.2.5 - Business Rules to describe how Entry/Exit Information is included in the Toll Charges File.
- 6) Modified Section 8.3.2 -
 - a) Changed Notes for the first 13 Fields to reflect that it should be same as the original Toll Charges File.
 - b) Removed DST Field
 - c) Removed INFERRED TAG READ Field.
 - d) Added Occupancy Field
- 7) Modified Section 8.5.1 -
 - a) Pay by Plate Narrative - Modified previously modified Paragraph 4.
 - b) Removed GENERAL GUIDELINES Section.
- 8) Modified Section 8.6.2 - Remove DST Flag
- 9) Added New Section 8.6.5 – Business Rules for Plate Status Files.
- 10) Modified Section 8.7.2 - Plate Status Detail Record Format
 - a) Removed PlatelD
 - b) Changed Definition of Action Code
 - c) Added PLATE TYPE - to differentiate Universal Non-Revenue Plate Accounts.
- 11) Added New Section 8.7.5 – Business Rules for Plate Status Files.
- 12) Modified Section 8.8.2 - Reconciled Pay by Plate Detail Record Format
 - a) Modified Notes for field 1 thru 13 to reflect that it will be same as the PBP Plate Transaction File
 - b) Removed DST

Rev G.5 Draft V3 (June 17, 2014)

- 1) Section 5.2 – Included updated process flow
- 2) Section 8.3.1 - Reconciled Toll Charge File - Added POST AMT Field
- 3) Section 8.7.5 – Modified Business Rules section based on comments from the meeting.
- 4) Section 8.8.2 - Reconciled PBP Charge File - Added POST AMT Field.

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Rev G.5 Draft V4 (December 2, 2014)

- 1) Updated document to include changes made in Rev. G.4.9.a, Rev. G.4.9.b, Rev. G.4.9c and Rev. G.4.9.d.
 - a) Updated California's Definition for Tile 21's 32-Bit Transponder Id Number Field, Section 7.0
 - b) Updated plazas for TCA to Appendix A: Plaza/Lane Description
- 2) Revision of the document based on comments
- 3) Section 5.2 – Included updated process flow

Rev G.5 Draft V5 (January 22, 2015)

- 1) Section 8.5.2 – Removed bullet in C - Exception of Distance based toll.

Rev G.5 Draft V6 (May 1, 2015)

- 1) Updated 8.2.2 Toll Charges Detail Record Format to add 6C Tag compatibility.
- 2) Updated 8.3.2 Reconciled Toll Charges Detail Record Format to add 6C Tag compatibility
- 3) Updated 8.4.2 Tag Status Record Format to add 6C Tag compatibility
- 4) Added Appendix F – 6C Toll Operators Coalition AVI Transponder Programming Standard (Version 2.0 November 20,2014)

Rev G.5 Draft V7 (June 1, 2015)

- 1) Updated document to include changes made in Rev. G.4.9.e (May 21, 2015)
 - a) Changed 2.0 Document Control: Removed Joyce Hill, added Rick Carrier
 - b) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 27, November 13, 2014)
 - c) Deleted TCA's CLOSED lanes from the APPENDIX A: Plaza/Lane Descriptions
 - d) Added notes to APPENDIX A: Plaza/Lane Descriptions
 - i. 4001-4009 Reserved for OCTA
 - ii. 4020-4040 Reserved for RCTC
- 2) Updated Section 8.2.2
 - a) Changed Notes for Occupancy field
- 3) Updated document to include changes made in Rev. G.4.9.f (June 08, 2015)
 - a) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.2, Table 1, (Version 28, June 4, 2015)
 - b) Deleted "(Pilot Project)" from Section 7.2, Table 1

Rev G.5 Draft V8 (June 15, 2015)

- 1) Updated document to include changes made in Rev. G.4.9.g (June 15, 2015)
 - a) Updated Switchable Transponder Tags Facility Codes, Section 7.2, Table 2 to extend the LA MTA range in T21 CA Transponder ID Ver. 29
 - b) Added "(Multiprotocol Tags)" to Section 7.2, Table 1

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Rev G.5.1 (October 20, 2015) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 30, October 7, 2015)
- 2) Updated Appendix F, 6C Programming Standard, Version 2.1

Rev G.5.2 (February 19, 2016) Update:

- 1) Added/updated plazas for I-580 Express Lanes to Appendix A: Plaza/Lane Descriptions

Rev G.5.3 (May 5, 2016) Update:

- 1) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 31, April 20, 2016)
- 2) Updated Appendix F, 6C Programming Standard, Version 3, rev. 3

Rev G.5.4 (August 17, 2016) Update:

- 1) Added/updated plazas for 91 Express Lanes to Appendix A: Plaza/Lane Descriptions

Rev G.5.5 (December 27, 2016) Update:

- 1) Added field justification clarification for the ACCOUNT ID field in the Tag Status Detail Record table (section 8.4.2) and the Plate Status Detail Record table (section 8.7.2)
- 2) Updated the sample file examples in sections 8.2.4, 8.3.4, 8.4.4, 8.6.4, 8.7.4, and 8.8.4.
- 3) Added ATI information section 9 to separate ATI files from CTOC files
- 4) Updated I-580 lanes in Appendix A: Plaza/Lane Descriptions

Rev G.5.5.a (Mar 9, 2017) Update:

- 1) Updated SANDAG Express Lanes in Appendix A: Plaza/Lane Descriptions

Rev G.5.6 (Oct 13, 2017) Update:

- 1) Section 3 – Changed the reference to Senate Bill 1523 to Streets and Highways Code
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 7.0. (Version 32, September 26, 2017)
- 3) Section 8.2.2 - Added Vehicle Type to the Toll Charges Detail Record
- 4) Modified section 8.4.2 - Tag Status Detail Record
 - a. Removed "D – deactivate tag"
 - b. Added clean air vehicles to Subtype B
- 5) Section 8.6.2 – Added Vehicle Type to the Pay by Plate Detail Record
- 6) Section 8.7.2 – Added a Subtype for clean air vehicles to the Plate Status Detail Record
- 7) Deleted Section 9, ATI Processing
- 8) Updated I-680 Express Lanes in Appendix A: Plaza/Lane Descriptions
- 9) Updated notes in APPENDIX A: Plaza/Lane Descriptions
 - a. 4020-4399 Reserved for RCTC
- 10) Deleted Subtypes "L", "S", "B", and "R" from APPENDIX C: Sub Type

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Definitions

Rev G.5.7 (Jan 24, 2018) Update:

- 1) Removed ATI File extensions in table 1
- 2) Fixed version typos throughout section 8

Rev G5.7a (Dec 7, 2018) Update:

- 1) Corrected definition of TAG ID and updated the sample files
- 2) Updated California's Definition for Title 21's 32 Bit Transponder Id Number Field, Section 7.0

Renamed as "Western Region Toll Operators and California Toll Operators Technical Specification." Restarted Version Numbering.

Rev A 1.0 (October 31, 2018)

- 1) Renamed document
- 2) Updated plaza codes

Rev A 1.1 (February 21, 2020)

- 1) Updated Appendix A to add plaza IDs for BAIFA, VTA, RCTC, TCA and Alameda CTC and reserve additional plaza ID range for OCTA
- 2) Updated California's Definition for Title 21's 32-Bit Transponder Id Number Field, Section 8.0 (Version 34, September 9, 2019)
- 3) Updated Section 2 with new contact information
- 4) Updated Section 7 Table 2 with new agency codes

Rev A 2.0 (May 13, 2020 DRAFT):

- 1) Updated Section 2 – Document Control
- 2) Updated Section 3 – Goal
- 3) Corrected Definition of Tag ID
- 4) Updated California's Definition for Title 21's 32 Bit Transponder ID Number Field
- 5) Rearranged, consolidated and numbered Business Rules
- 6) Added Correction, Correction Reconciliation, and Acknowledgement files
- 7) Updated time fields to include time zone
- 8) Added flowcharts
- 9) Updated reference to 6C Coalition Standard Version 3.2

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2. DOCUMENT CONTROL

All suggested additions, changes, and deletions should be submitted to:

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Archives of this document will be at:

WSDOT
401 2nd Ave S. #300
Seattle, WA 98104

Any requests for changes, modifications, corrections, etc. will be logged, and then forwarded to the WRTO members for comment, before incorporation into this Technical Specification. No additions, modifications or deletions shall be valid and effective unless and until the same have been agreed to by the WRTO members.

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3. GOAL

This Technical Specification supports the Western Region Toll Operators (WRTO) goal of tolling interoperability among WRTO member agencies and with toll operators nationally. WRTO members will use this Technical Specification to support both types of interoperability. Figure 1 below shows that agencies within the Western Region will build upon the existing California Toll Operator’s Committee (CTOC) model for interoperability based on the peer-to-peer structure for exchanging data and settlement payments. The WRTO started with the last approved version of CTOC’s Technical Specification and updated it into this document. The WRTO attempted to minimize change when drafting these specifications for implementing intra-regional interoperability.

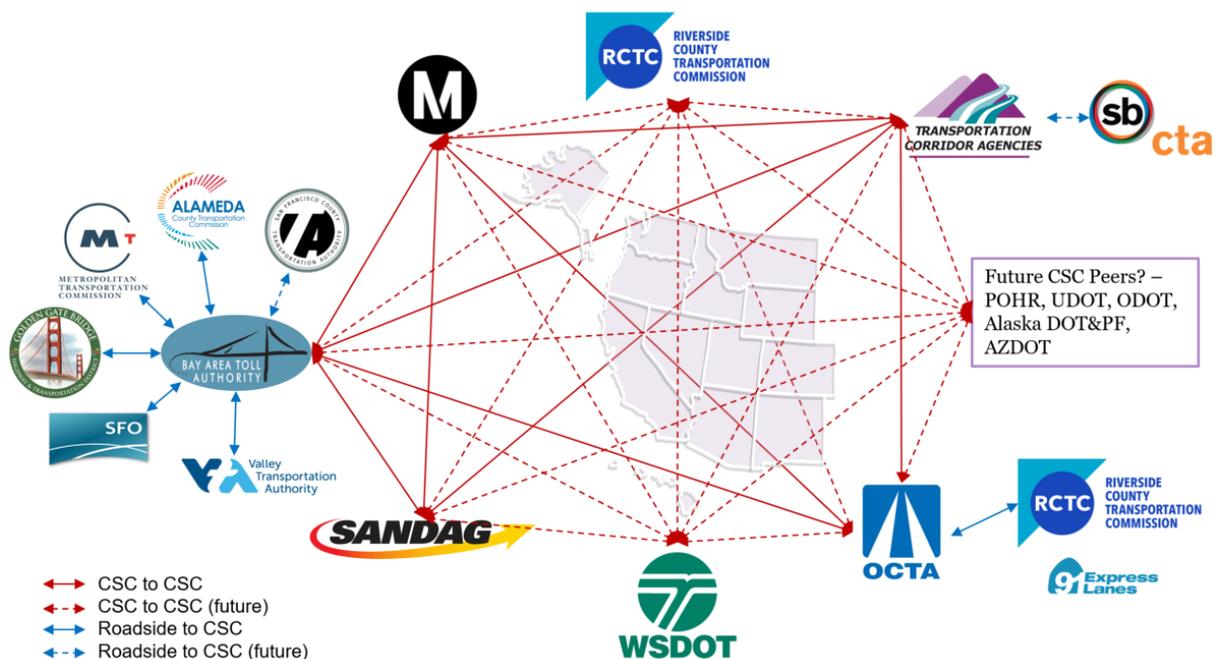


Figure 1. Western Region Peer to Peer interoperability

In support of the California members of the WRTO, WRTO members should strive to use one transponder compatible device to use on all WRTO toll facilities for the purpose of toll collection.

No California tolling agencies currently engage in interoperability with tolling facilities located outside of California. It is likely that such action will require modifications to state law. Until those modifications are made, as they apply to California toll agencies, these specifications shall be deemed to be standards adopted by the California tolling agencies for purposes of interoperability between those California agencies in accordance with California Streets and Highways Code section 27565(a).

National interoperability (NIOP) is based on regional hubs connecting to each other. Four regional hubs (Southeast, Central, E-ZPass, and Western) will form a hub-to-hub network to exchange data and settlement payments. Figure 2 below shows the regional

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hubs and potential member agencies. Each regional hub will funnel data and transactions between other regional hubs and their local agencies. The Hubs will use the NIOP Business Rules and ICD, which specify the rules for the exchange of data, reconciliation and settlement payments.

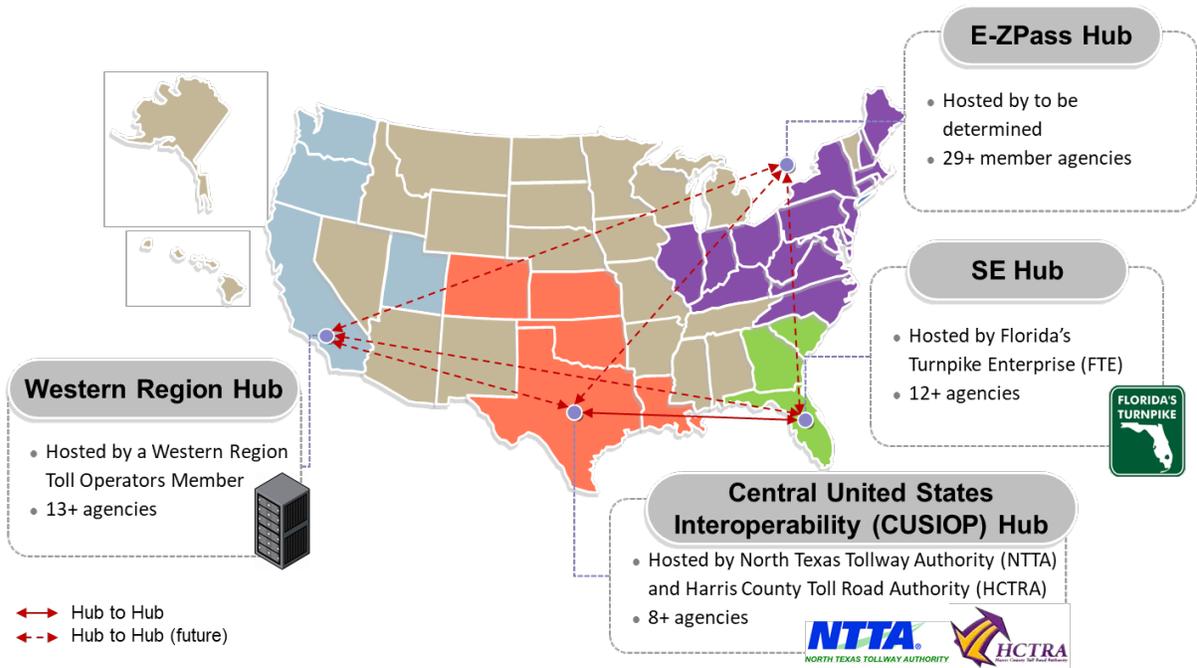


Figure 2 NIOP Hub to Hub interoperability

To participate in NIOP, the Western Region has a Western Region Hub (WR Hub) to serve as its conduit to the other regional hubs. As shown in Figure 3 below, Western Region agencies will interact with the WR Hub in a Hub and Spoke formation for exchanging tolling data with toll agencies outside the Western Region. Exchanges between the WR agencies and the WR Hub will use the same file types and structure as for the peer-to-peer exchanges.

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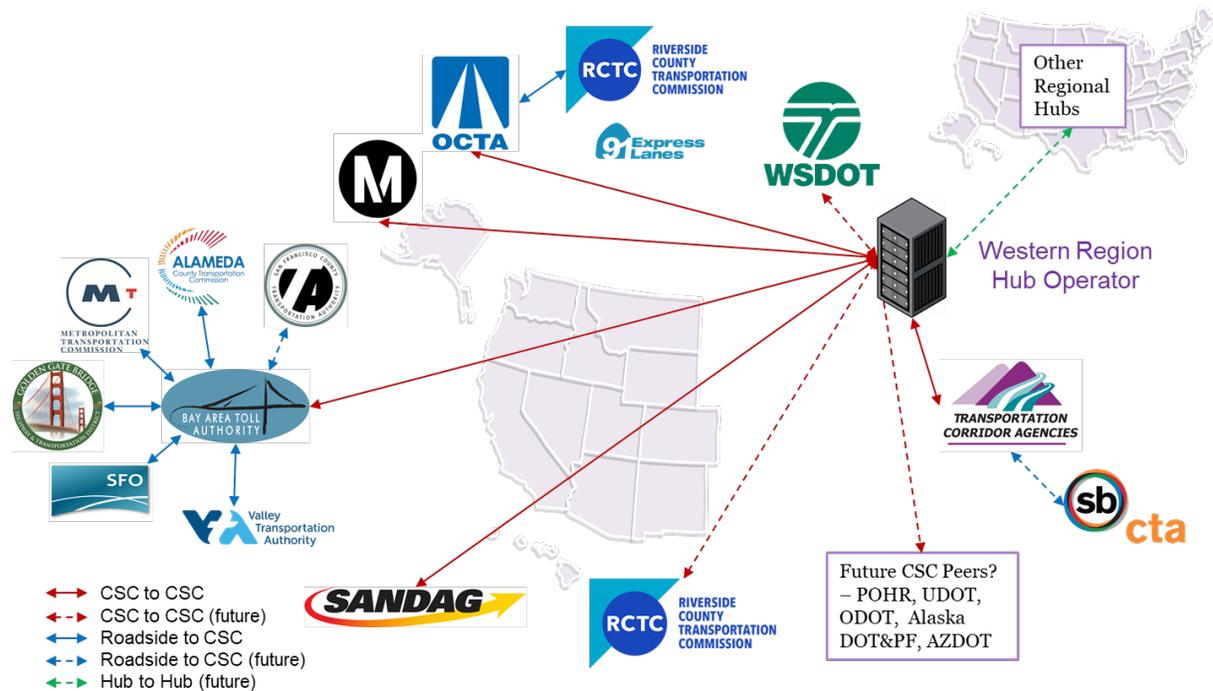


Figure 3 Western Region and NIOP Peer to Hub interoperability

WRTO member agencies will offer a single account statement to each customer, which includes their transaction activities from all interoperable participating facilities within the region and nationally.

Table 1 Definitions

Term	Definition
Away Agency	The owner/operator of the facilities at which a transaction occurred. In previous versions of this document, the term for these agencies was Acquiring Agency.
Agency ID	For 6C tags – A number within a range of numbers that the 6C Coalition assigns to the Home Agency, which is programmed into the transponder for automatic identification.
AVI	Automatic Vehicle Identification
Facility Code	For Title 21 tags - A number within a range of numbers assigned by Caltrans to the Home Agency, which is programmed into the transponder for automatic identification purposes.
Home Agency	The entity that establishes the account and issues the transponders. In previous versions of this document, the term for these agencies was Issuing Agency.
Lane Controller	Device that records data from in-lane systems and forms transactions.
NIOP	National Interoperability – Interoperability between Western Region and other interoperability regions, i.e. E-ZPass, Central, and Southeast.
Peer to Peer Settlement Agreement	The peer-to-peer Agreement that Western Region agencies sign to govern the exchange of data and funds for toll interoperability when at least one signer is outside of California (see also User Fee Processing Agreement).

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Term	Definition
Plate	License plate of a vehicle; captured by violation enforcement system (VES) if present.
Tag ID	Title 21 and 6C transponders - A number that uniquely identifies a transponder when associated with a single Facility Code or Agency ID.
Third Party	An entity that is not a public agency that has toll customers and may have its own Agency ID. Examples include BestPass and Neology.
Transponder (tag)	Device to allow for automatic vehicle identification, works by means of radio signal activation and returns the information programmed into it.
TSF	Tag Status File
User Fee Processing Agreement	The peer-to-peer Agreement that CTOC agencies sign to govern the exchange of data and funds for toll interoperability among themselves (see also Peer to Peer Settlement Agreement).
VES	Violation Enforcement System – For facilities with video enforcement, this would consist of high speed and video cameras to capture potential violator’s license plate for further identification and forwarding to a Violation Processing System. For facilities without video enforcement, this might consist of visual enforcement by police or other designated agency.

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4. BUSINESS RULES

4.1. General

4.1.1. File Types

Western Region Agencies will exchange the following file types as part of Western Region interoperability.

- Tag Status File (TSF) – Contains a comprehensive list of all transponders associated with valid accounts at each agency. Each day agencies will send a Tag Status File to each peer agency and receive one from each peer agency.
- License Plate Status File (LPSF) – Contains a comprehensive list of all license plates associated with valid accounts at each agency. Each day agencies will send a License Plate Status File to each peer agency and receive one from each peer agency.
- Toll Charges File – Each day, an agency will send each peer agency a Toll Charges File containing all transactions with transponders matching those deemed valid in that peer agency's Tag Status File for the transaction date.
- Pay by Plate File – Each day, an agency will send each peer agency a Pay by Plate File containing all transactions with license plates matching those deemed valid in that peer agency's License Plate Status File for the transaction date.
- Toll Charges Reconciliation File – In response to each Toll Charges File received, an agency will send a Toll Charges Reconciliation File containing reconciliation information for each transaction in that Toll Charges File.
- Pay by Plate Reconciliation File - In response to each Pay by Plate File received, an agency will send a Pay by Plate Reconciliation File containing reconciliation information for each transaction in that Pay by Plate File.
- Corrections File – When an agency needs to adjust or resubmit a transaction sent in a previous Toll Charges or Pay by Plate File, the agency sends the adjusted or resubmitted transaction in a Corrections File. Such files will not be sent on a regular schedule.
- Corrections Reconciliation File – In response to each Corrections File received, an agency will send a Corrections Reconciliation File containing reconciliation information for each transaction in that Corrections File.
- Acknowledgement File – In response to each file of any type received, an agency will send an Acknowledgement file indicating whether the agency accepted or rejected the file. With any reject, the agency will also send a reason for the rejection.

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4.1.2. Response Codes

Table 2 lays out the WRTO Response codes.

Table 2 WRTO response codes

WRTO Code	Meaning
A	Accepted – This is the only code that indicates a transaction posted to an account.
O	Transaction too old. See Section 4 for definition. Cannot be resubmitted.
D	Duplicate. Cannot be resubmitted.
F	Format Error. Can be resubmitted
I	Tag or Plate had an invalid status or was not in the Tag or License Plate Status File. Cannot be resubmitted for NIOP, can be resubmitted for WR internal.
L	Missing required LP Type. Send this code when a PBP transaction did not contain a LP Type, if your agency requires LP type in order to match license plate information to an account. Can be resubmitted.

4.1.2.1. Too Old

As a general practice, Home Agencies within the Western Region will continue accept transactions for 180 days past the transaction date. However, a WR Agency may choose to reject transactions as too old as early as 60 days past the transaction date.

4.1.3. Transaction Guarantee

4.1.3.1. Guarantee of Payment for Valid Tags

- a. Within the Western Region – The Home Agency will honor all transactions on transponders that were deemed “valid” in the Tag Status File, as sent to the Away Agency for the date associated with each toll event. The Away Agency has the responsibility to validate such transactions.
- b. NIOP Exchange – WR Hub will flag transactions as guaranteed per NIOP Business Rules

4.1.3.2. Guarantee of Payment for Valid Plates

- a. Within the Western Region - The Home Agency will make best efforts to honor all transactions on license plates deemed “valid” in the License Plate Status File, as sent to the Away Agency for the date associated with each trip. If the account balance is negative or the account is closed at the time of posting, the Home Agency may reject the transaction. If the Home Agency rejects a transaction with a valid License Plate, the Away Agency may continue to check such transactions against the latest License Plate Status File received from the Home Agency and resubmit the transaction when the account balance is positive. Otherwise, the Away Agency may pursue the transaction per its internal business rules

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for unpaid transactions.

- b. NIOP Exchange – WR Hub will flag transactions as guaranteed per NIOP Business Rules.

4.2. Tag Status Files

4.2.1. Within the Western Region

4.2.1.1. Frequency

Each Agency will send every other agency a Tag Status File once per day.

4.2.1.2. Bulk Tag Status Files

Each exchange of transponder status information provides for a complete transfer of active customer's transponder information from the Home Agency to the Away Agencies using the Tag Status File. The Away Agency stores this in their database and replaces it with the information from the next Tag Status File. The WRTTO does not exchange differential (partial update) Tag Status Files.

4.2.1.3. Valid Tags

An Agency may only include transponders that are active against accounts in good standing in a Tag Status File. An Agency may not include transponders belonging to Accounts that are in negative balance in a Tag Status File.

4.2.1.4. Rules for inclusion for Agency IDs and Facility Codes

A Home Agency may only put transponders with its own Agency ID or Facility Code or a 3rd party Agency ID or Facility Code in the Tag Status File. A Home Agency may put transponders with other public Agency IDs or Facility Codes on its accounts for local use.

4.2.1.5. Inclusion of a transponder in more than one Tag Status File

Transponders with Third Party Agency IDs or Facility Codes may appear in more than one Tag Status File. If this occurs, the Away Agency will use its own Business Rules to determine to which Home Agency it will send the transaction for collection.

4.2.1.6. Transponder Protocol

Agencies should include transponders with 6C and Title 21 protocols. Agencies may not include transponders with other protocols in their Tag Status Files. If a pair of agencies in the WR make a bi-lateral agreement on this issue, they may exchange transponder information for other transponder protocols in the

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Tag Status Files they exchange between their agencies. Agencies may include license plates associated with other protocol based transponder accounts in their License Plate Status Files.

4.2.1.7. Local Non-revenue accounts

Agencies agree by convention not to send transponder or plate information for their own designated non-revenue account holders (accounts setup for maintenance trucks, agency employees, and other such entities that have the privilege of using that agency's toll facility free of charge).

4.2.1.8. Universal Non-revenue accounts

Transponders belonging to Universal Non-Revenue Accounts, may be included in the Tag Status File sent to other Western Region agencies. These records will be clearly indicated by the TAG TYPE field that will be set to "N" for Non-Revenue.

4.2.1.9. Use of Tag Status File

Agencies shall store the data contained in a Tag Status File and use it as a valid and definitive record of the Home Agency's active customer transponders until it receives a subsequent Tag Status File from the Home Agency.

4.2.2. Exchanges with the Western Region Hub

4.2.2.1. From the Western Region Hub

The Western Region Hub will not send Tag Status Files to Western Region Agencies. See Business Rules on Transaction Processing in Section 4.4 for further information.

4.2.2.2. To the Western Region Hub

Western Region member Agencies will send Tag Status Files to the WR Hub on a daily basis. Note: In order to send this information to other NIOP Hubs, the WR Hub will process these files including:

- Translating Title 21 transponder IDs into new IDs that fit into the equivalent NIOP field
- Combining the Tag Status File with License Plate Status File into a single Tag Validation List (TVL) with every License Plate tied to a transponder
- Changing to a differential file, as needed

The WR Hub will then send the TVL to the other NIOP Hubs.

4.2.2.3. Difference from internal Tag Status File

Agencies may send the same bulk Tag Status File to the WR Hub as it sends to other WR Agencies. As an alternative to ensure maximum interoperability, it is recommended that Agencies that issue transponders with protocols not

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permitted in the regional Tag Status File, such the SeGo protocol, create a separate Tag Status File that includes those additional transponders to send to the WR Hub.

4.3. License Plate Status File

4.3.1. Within the Western Region

4.3.1.1. Frequency

Each Agency will send every other agency a License Plate Status File once per day.

4.3.1.2. Bulk License Plate Status Files

Each exchange of license plate status information provides for a complete transfer of active customer's license plate information including number, state and effective date from the Home Agency to the Away Agencies using the License Plate Status File. The Away Agency stores this in their database and replaces it with the information from the next License Plate Status File. The WRTO does not exchange differential (partial update) License Plate Status Files.

4.3.1.3. Transponder Association

In general, only License Plates belonging to Transponder based accounts are included in the Plate Status File. License Plates belonging to a Plate based account may be included in this file if a pair of agencies has a separate agreement to allow such inclusion.

4.3.1.4. Local Non-revenue accounts

License Plates belonging to designated Non-Revenue Accounts are not included in the Plate Status files (accounts belonging to maintenance vehicles, agency staff, etc. that grant the license plate discounts while using Home Agency's Toll Facilities).

4.3.1.5. Universal Non-revenue accounts

License Plates belonging to Universal Non-Revenue Accounts, may be included in the License Plate file sent to other Western Region agencies. These records will be clearly indicated by the PLATE TYPE field that will be set to "N" for Non-Revenue.

4.3.1.6. Valid Plates

An Agency may only include license plates that are active against accounts in

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good standing in a License Plate Status File.

4.3.1.7. Effective Date

When the account balance for an account that was previously negative, changes to a positive balance, the account becomes available for posting again. While generating the License Plate Status File, the Home Agency should ensure that the EFFECTIVE START DATE is the same as the original start date for the License Plate, before the account became negative.

4.3.1.8. Deactivated Plates

To prevent sending old deactivated plates in the License Plate Status File, Home Agencies should ensure that License Plates belong to accounts in good standing and License Plates are not included if the EFFECTIVE END DATE is more than 120-days older than the date the License Plate Status File is generated.

4.3.1.9. Special Characters

Home Agency shall cleanse/filter data to ensure that the License Plate Status File does not contain any License Plates with special characters (non-alphanumeric characters).

4.3.1.10. License Plate Type

If the Home Agency requires LP Type to post a transaction, it must include the LP Type in the License Plate Status File. If not required to post, the Home Agency should leave this field blank. Including the LP Type in the License Plate Status File indicates that the Away Agency must include LP Type with that license plate in a Pay-By-Plate File in order for the Home Agency to accept the transaction. Note: The WRTO Technical Committee keeps LP Type guidance documents as supplied by Toll Facilities in its on-line document repository available to all WRTO members. Please ask the WRTO Technical Committee Chair for access.

4.3.2. Exchanges with the Western Region Hub

4.3.2.1. From the Western Region Hub

The Western Region Hub will not send License Plate Status Files to Western Region Agencies. See Business Rules on Transaction Processing for further information.

4.3.2.2. To the Western Region Hub

Western Region member Agencies will send License Plate Status Files to the

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WR Hub on a daily basis. Note: In order to send this information to other NIOP Hubs, the WR Hub will process these files including:

- Combining the Tag Status File with License Plate Status File into a single Tag Validation List (TVL) with every License Plate tied to a transponder
- Changing to a differential file, as needed

The WR Hub will then send the TVL to the other NIOP Hubs.

4.3.2.3. Difference from internal License Plate Status File

Agencies may send the same bulk License Plate Status File to the WR Hub as it sends to other WR Agencies. If universal non-revenue license plates are included in the WR Hub License Plate Status File, the WR Hub will not send them on to the other regional Hubs.

4.4. Transaction Processing

4.4.1. Processing Transponder Based Transactions within the Western Region

The Western Region Tag Data Exchange Flowchart in Figure 4 below describes the transaction processing flow for transponder based transactions within the Western Region to support the business rules that follow.

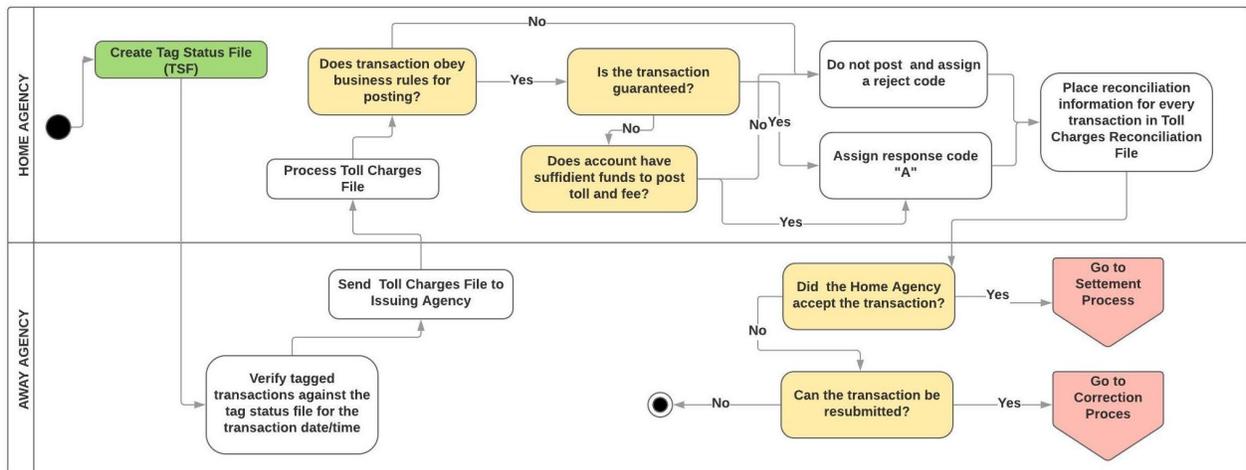


Figure 4 WR tag data exchange

4.4.1.1. Handling Transponders at the lane controller

Each agency is responsible for filtering transponders at the lane level to ensure that only transponders designated for tolling use are included in transactions (i.e. filters out tags for other uses such as inventory).

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4.4.1.2. Assembling a Toll Charges File

The Away Agency compares transactions that its system recorded to the list of active transponders in the Home Agency's Tag Status File corresponding to the transaction date. The Away Agency assembles those trips that have a transponder with a number matching a number on the Home Agency's most recent list into a Toll Charges File.

4.4.1.3. Sending a Toll Charges File

The Away Agency assembles and sends a Toll Charges File to each Home Agency daily, as long as it has at least one transponder-based transaction that matches the Home Agency's Tag Status File.

4.4.1.4. Processing a Toll Charges File

Upon receipt of the Away Agency's Toll Charges File, the Home Agency checks the following to determine whether to accept or reject a transaction received in a Toll Charges File.

4.4.1.4.1. Correct format

Does the transaction contain all the required information in the correct format? If no, reject with Code "F."

4.4.1.4.2. Too Old

Did the Away Agency send the transaction within the Home Agency's time limit for posting transactions? If not, reject with Code "O."

4.4.1.4.3. Duplicate

Is the transaction a duplicate of another transaction? If so, reject with Code "D." Each agency uses its own Business Rules to define a duplicate.

4.4.1.4.4. Sufficient Funds

Does the Account associated with the transponder have sufficient funds to post to the account? If yes, respond with code "A." If not, check against further business rules.

4.4.1.4.5. Guaranteed Transactions

Did the transaction contain a transponder that was "valid" in the Tag Status File corresponding to the transaction date? If yes, this is a guaranteed transaction and should be responded to with code "A." If not, reject with code "I."

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4.4.1.5. Creating a Reconciled Toll Charges File

After the Home Agency processes a Toll Charges file, it will create a Reconciled Toll Charges File and send it to the Away Agency. This file will contain a detail record for each transaction received by the Home Agency from the Away Agency in the corresponding Toll Charges File. The detail record will include a response code regarding the resolution of that transaction as well as posting amount.

4.4.2. Processing Image Based Transactions within the Western Region

The Western Region Plate Data Exchange Flowchart in Figure 5 below describes the transaction processing flow for image based transactions within the Western Region to support the business rules that follow.

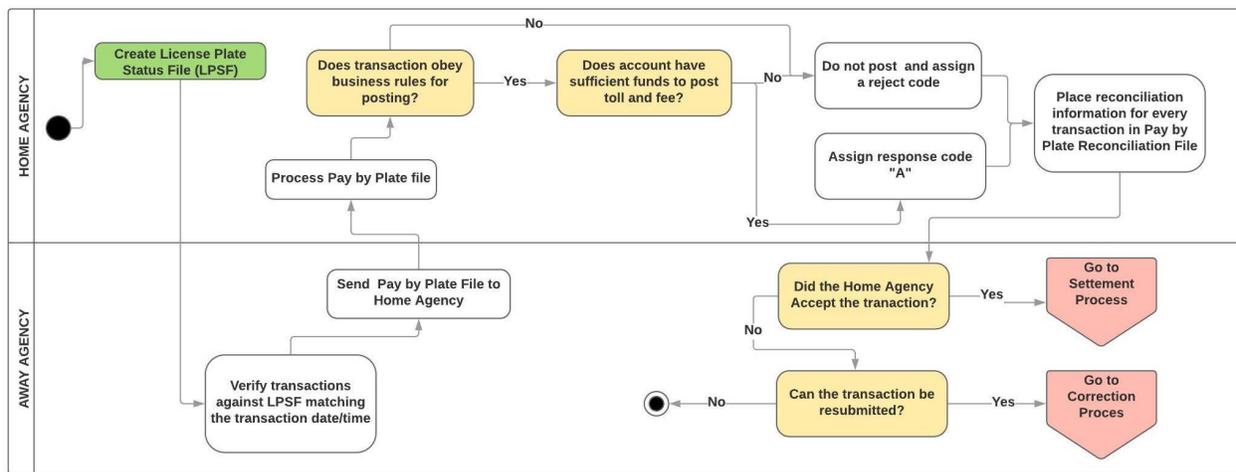


Figure 5 WR plate data exchange

4.4.2.1. License Plate Type

When matching license plate information to a Home Agency’s License Plate Status File information, the Away Agency should determine whether the information included a LP Type. If the Home Agency included LP Type in the Status File, the Away Agency determines whether the LP Type for the proposed “matching” license plate also matches the License Plate information. If yes, include that transaction in the Pay by Plate File along with the LP Type. If not or it cannot be determined, the Away Agency should not include the transaction in the Pay by Plate File and should pursue it per its internal business rules for unpaid transactions.

4.4.2.2. Assembling a Pay by Plate File

The Away Agency compares trips that its system recorded to the list of active license plates in the Home Agency License Plate Status File associated with the transaction date. The Away Agency assembles those trips that have license

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plate information matching the information on that list into an electronic Pay by Plate File.

4.4.2.3. Violation Sweep

When receiving a License Plate Status File, the Away Agency will sweep all violations currently being processed to check whether the updated plate information matches an existing violation transaction. If the sweep identifies a violation that matches an Away Agency's plate information, and the Away Agency has not yet issued a Notice of Toll Evasion (or similar notice per individual state) to that patron, then the Away Agency should include that transaction in the next available Pay by Plate file. If the Away Agency has previously sent the transaction for payment in a Pay by Plate File, then it should send include that transaction in the next available Correction File.

4.4.2.4. Post Violation Notice Sweep

If the violation trip has been escalated to a Notice of Toll Evasion, or higher, it is up to the Away Agency to determine whether to continue to process the transaction as a violation or to include it in a Pay by Plate or Correction file, as appropriate.

4.4.2.5. Sending a Pay by Plate File

The Away Agency assembles and sends a Pay by Plate File to each Home Agency daily, as long as it has at least one image-based transaction that matches the Home Agency's License Plate Status File.

4.4.2.6. Processing a Pay by Plate File

Upon receipt of the Away Agency's Pay by Plate File, the Home Agency checks the following to determine whether to Accept or reject a transaction received in a Toll Charges File.

4.4.2.6.1. Correct format

Does the transaction contain all the required information in the correct format? If no, reject with Code "F."

4.4.2.6.2. Too Old

Did the Away Agency send the transaction within the Home Agency's time limit for posting transactions? If not, reject with Code "O."

4.4.2.6.3. Duplicate

Is the transaction a duplicate of another transaction? If so, reject with Code "D." Each agency uses its own Business Rules to define a duplicate.

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4.4.2.6.4. LP Type

Does the transaction contain a LP Type if your agency requires one for matching the transaction to an account? If not, reject with Code “L.”

4.4.2.6.5. Sufficient Funds

Does the Account associated with the license plate information have sufficient funds to post to the account? If yes, respond with code “A.” If not, check against further business rules.

4.4.2.6.6. Guaranteed Transactions

Does the Home Agency consider the Transaction guaranteed according to its own business rules? If yes, this is a guaranteed transaction and should be responded to with code “A.” If not, reject with code “I.”

4.4.2.7. Creating a Reconciled Pay by Plate File

After the Home Agency processes a Pay by Plate file, it will create a Reconciled Pay by Plate File and send it to the Away Agency. This file will contain a detail record for each transaction received by the Home Agency from the Away Agency in the corresponding Pay by Plate file. The detail record will include a response code regarding the resolution of that transaction as well as posting amount.

4.4.2.8. Receiving a Reconciled Pay by Plate File

The Away Agency, upon receipt of the Home Agency’s Reconciled Toll Charges File, reconciles it against their records for use in the monthly settlement process.

4.4.2.9. Cost Recovery

At this time the Peer to Peer Agreements do not contain provisions to allow an Away Agency to assess an additional Pay by Plate fees to recover any violation processing costs incurred - such as image review, postage to mail the notices, DMV Hold Costs, etc. – from an Home Agency for a transaction that posts after such costs have been incurred.

4.4.3. Toll Charges and Pay by Plate Files

4.4.3.1. Technical Requirements for a Toll Charges File

In assembling a Toll Charges File, the Away Agency is responsible for assuring it meets the following business rules:

- TRAN # and EXIT TRAN DATE must be a unique combination.
- TAG ID, EXIT PLAZA, EXIT LANE and EXIT TRAN DATE must be a

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unique combination

4.4.3.2. Technical Requirements for a Pay by Plate File

In assembling a Pay by Plate File, the Away Agency is responsible for assuring it meets the following business rules:

- TRAN # and EXIT TRAN DATE must be a unique combination.
- LICENSE PLATE, EXIT PLAZA, EXIT LANE and EXIT TRAN DATE must be a unique combination

4.4.3.3. Business Date

In the Header for all transaction files, the Away Agency provides a Business Day for the file. Each agency will populate the BUSINESS DAY field according to its own requirements.

4.4.3.4. Location Data

Tolls are usually based on location (Plaza and Lane). Transactions or trips can be classified into the following based on how each agency classifies them based on locations. The Business Rules below correspond to how an Away Agency shall populate the Date, Plaza and Lane fields in transaction files.

4.4.3.4.1. Transaction Type A

Apply this business rule for trips that charge tolls at a single point (Barrier based tolls) so that the trip has only one toll location. Toll Bridge plazas are examples of barrier based tolls. Since the transaction files contain fields for two toll locations (entry and exit), Away Agencies shall leave the following fields blank:

- ENTRY TRAN DATE
- ENTRY PLAZA
- ENTRY LANE

The Away Agency will provide the toll location by populating the following fields.

- EXIT TRAN DATE
- EXIT PLAZA
- EXIT LANE

4.4.3.4.2. Transaction Type B

Apply this business rule for trips that for which an Away Agency calculates a toll based on travel between two points (distance based tolls) so that the customer may want to know the location or zone where the vehicle entered the toll facility and the location or zone from which it exited the facility. Express Lanes are examples of this type of toll facility. For such trips the Away Agency shall populate both the entry and exit data in the transaction

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file.

4.4.4. Processing Transactions with the WR Hub – WR Agency as the Away Agency

Western Region agencies will not be able to read NIOP Agency IAG transponders and some will not be able to read NIOP Agency SeGo transponders. Without a Tag Status File containing NIOP transponder information, Western Region agencies will initially treat all tagged NIOP transactions as Image Based Transactions and take and save images of the vehicles according to their own Business Rules. Without a License Plate Status File containing NIOP license plate information, the Western Region agencies will not be able to determine which transactions are NIOP transactions. Therefore, WR Agency exchanges with the WR Hub will not follow the same flow as exchanges between WR Agencies.

The flowchart in Figure 6 below describes the transaction processing flow for all transactions as image-based transactions from Western Region Agencies to the WR Hub to support the business rules that follow.

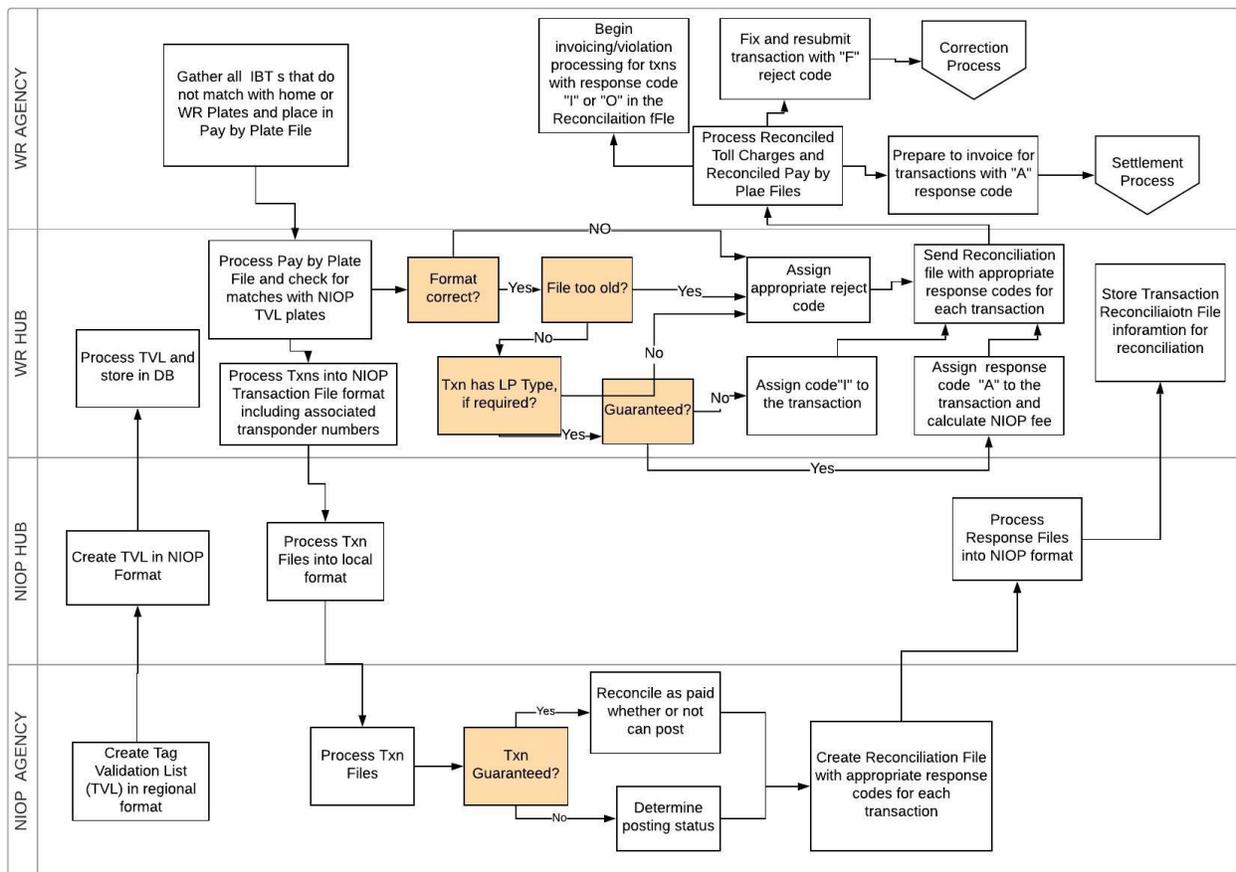


Figure 6 Data exchange between a WR agency and the WR hub with the WR agency as the Away agency

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4.4.4.1. Processing Image Based Transactions

On a daily basis, the Away Agency will check all image based transactions against its Home and other Western Region Agency valid plates from that day's License Plate Status Files. According to its own business rules, the Away Agency may place any or all transactions that do not match its internal accounts or WR information in a Pay by Plate File and send it to the WR Hub.

4.4.4.2. License Plate Type

Since the WR Hub does not send out a License Plate Status File, WR Agencies will not be able to use this to determine which transactions require LP Type. Instead, the WR Hub will maintain a list of agencies which require LP Type to collect. WR Agencies should supply LP Type for transactions they send for reconciliation at these agencies.

4.4.4.3. Receiving a Pay by Plate File

The WR Hub, upon receipt of the Away Agency's Pay by Plate File, integrates it into their database so that it can process the transactions and send files to the NIOP Hub associated with the license plate information for posting.

4.4.4.4. Processing a Pay by Plate File

The WR Hub will check the license plates in the Pay by Plate File against its database of valid NIOP license plates for that transaction day. If the license plate matches a valid NIOP license plate and the WR Hub considers the transaction guaranteed per NIOP Business rules, the WR Hub will respond with an "A" response code for that transaction in the Pay by Plate Reconciliation File. The WR Hub will return a posting amount of the TRAN AMOUNT. The WR Hub will also include the NIOP Fee appropriate for the Regional Hub to which it will send the transaction. Otherwise, the WR Hub will reconcile the transaction with an appropriate reject response code in the Pay by Plate Reconciliation File.

4.4.4.5. Assigning Reject Response Codes

4.4.4.5.1. Correct format

Does the transaction contain all the required information in the correct format? If no, reject with Code "F."

4.4.4.5.2. Invalid

If the transaction does not match a valid plate in the NIOP license plate database for that day, the WR Hub will reject the transaction with Code "I."

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4.4.4.5.3. LP Type Missing

Does the transaction include a LP Type for agencies that require this information? If not, reject with code “L.”

4.4.4.5.4. Too Old

Did the Away Agency send the transaction within the NIOP limits of 60 days? If not, reject with Code “O.”

4.4.4.6. Creating a Reconciled Pay by Plate File

After the WR Hub processes a Pay by Plate file, it will create a Reconciled Pay by Plate File and send it to the WR Agency. This file will contain a detail record for each transaction received by the WR Hub from the WR Agency in the corresponding Pay by Plate file. The detail record will include a response code regarding the resolution of that transaction and posting amount.

4.4.4.7. Receiving a Reconciled Pay by Plate File

The WR Agency, upon receipt of the WR Hub’s Reconciled Pay by Plate File, integrates it into their database to reconcile against their records and use for reconciliation in the settlement process.

4.4.4.8. WR Hub Processing

The WR Hub will send the accepted transactions on to the appropriate NIOP Hubs in Transaction Files for payment. Regardless of the response and payments received back from the other NIOP Hubs for these transactions, the WR Hub guarantees payment to the WR Agency for transactions for which it returned an “A” response code.

4.4.4.9. NIOP Fees

As stated in 4.4.4.5, the WR Hub will calculate the NIOP Fee for each accepted transaction. The WR Hub will put that NIOP Fee amount in the Reconciled Pay by Plate File.

4.4.5. Processing Transactions with the WR Hub – WR Agency as the Home Agency

The flowchart in Figure 7 below describes the transaction processing flow for transactions from the other NIOP regions through the WR Hub to Western Region Agencies to support the business rules that follow.

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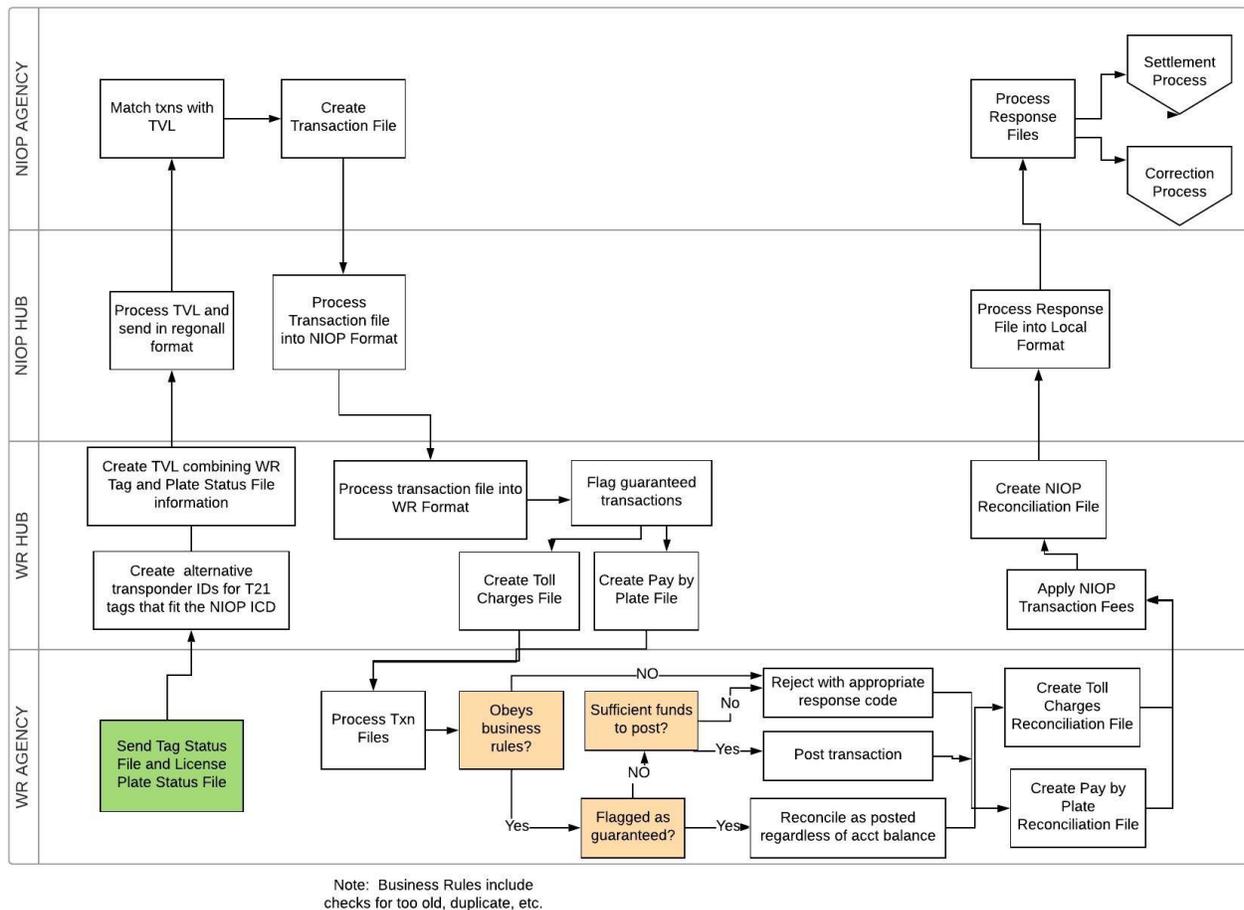


Figure 7 Hub data exchange between a WR agency and the WR hub with the WR agency as the Home agency

4.4.5.1. Processing Transactions from other regions

On a daily basis, if the WR Hub receives Transaction Files from the other Regional Hubs, the WR Hub will process those transactions for sending to WR Agencies.

4.4.5.1.1. Select WR Agency

The WR Hub will use the information in the Transaction Files as well as the transponder and license plate information in their database to determine to which WR Agency it will send each transaction.

4.4.5.1.2. Guaranteed Transactions

The WR Hub will determine whether a transaction is considered guaranteed according to NIOP Business Rules and set the GUARANTEE field accordingly.

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4.4.5.1.3. Image vs transponder based transactions

The WR Hub will separate transactions into image vs transponder based transactions for inclusion in the appropriate type of file.

4.4.5.2. Assembling Toll Charges and Pay by Plate Files

The WR Hub will assemble transactions for each WR Home Agency into Toll Charges and Pay by Plate files as appropriate and send the files to the WR Agencies.

4.4.5.3. Receiving a Pay by Plate or Toll Charges File

The Home Agency, upon receipt of the transaction file, integrates it into their database and processes the transactions.

4.4.5.4. Processing a Pay by Plate File

The WR Home Agency checks the following to determine whether to Accept or reject a transaction received in a Toll Charges or Pay by Plate File from the WR Hub.

4.4.5.4.1. Correct format

Does the transaction contain all the required information in the correct format? If no, reject with Code "F."

4.4.5.4.2. Too Old

Did the Away Agency send the transaction within the NIOP business rule's time limit for posting transactions? If not, reject with Code "O."

4.4.5.4.3. Duplicate

Is the transaction a duplicate of another transaction? If so, reject with Code "D." Each agency uses its own Business Rules to define a duplicate.

4.4.5.4.4. LP Type Missing

Does the transaction contain a LP Type, if required by your agency? If not, reject with Code "L." Note: NIOP does not have code "L" so the WR Hub will convert this reject code to a NIOP code.

4.4.5.4.5. Sufficient Funds

Does the Account associated with the license plate information have sufficient funds to post to the account? If yes, respond with code "A." If not, check against further business rules.

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4.4.5.4.6. Guaranteed Transactions

Does the transaction have the Guarantee field set to indicate that the transaction is guaranteed according to NIOP business rules? If yes, this is a guaranteed transaction and should be and responded to with code "A." If not, reject with code "I."

4.4.5.5. Creating a Reconciled Toll Charges or Pay by Plate File

After the Home Agency processes a transaction file, it will create Reconciled Toll Charges or Reconciled Pay by Plate File and send it to the WR Hub. This file will contain a detail record for each transaction received by the Home Agency from the WR Hub in the corresponding transaction file. The detail record will include a response code regarding the resolution of that transaction as well as posting amount.

4.4.5.6. Receiving a Reconciled Pay by Plate File

The WR Hub, upon receipt of the Home Agency's Reconciled Toll Charges File or Reconciled Pay by Plate File, integrates it into the WR Hub database and uses it to create Transaction Reconciliation Files to send to the other Regional Hubs.

4.4.5.7. NIOP Fees

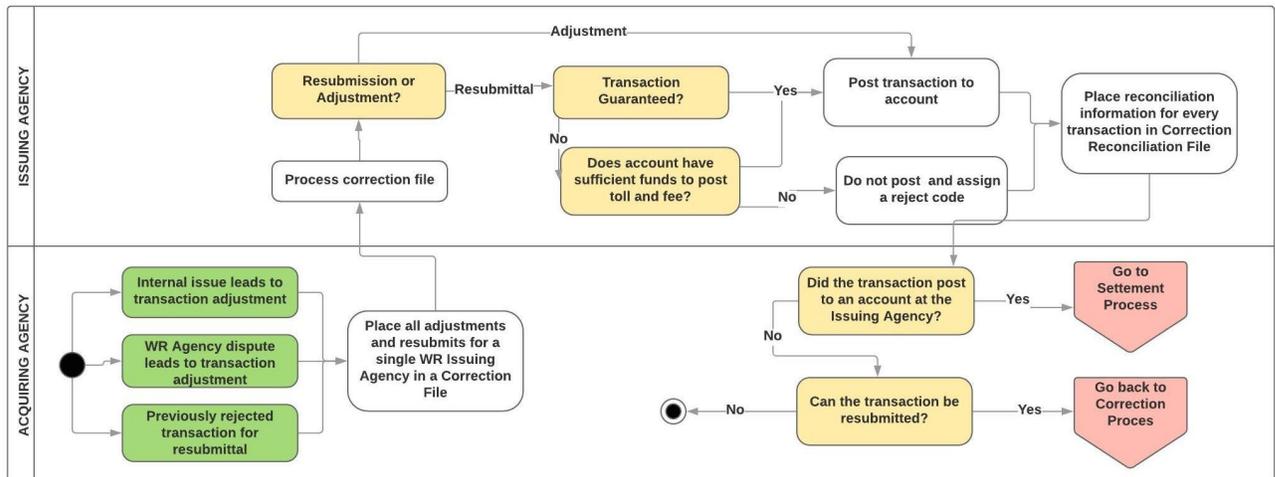
The WR Hub will calculate the NIOP Fees appropriate to the Regional Hub where the transaction originated. The WR Hub will include the fee information in the Transaction Reconciliation File.

4.5. Correction Files

4.5.1. Correction Files within the Western Region

The flowchart in Figure 8 below describes the transaction processing flow for correction transactions within the Western Region to support the business rules that follow.

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Note: Acquiring Agency puts the Correction Date/Time in the initial correction file indicating the time that the Acquiring Agency made the adjustment or slated a transaction for resubmittal.

Note: Issuing Agency puts the Post Date/Time in the Reconciliation File indicating the time that the Issuing Agency posted the adjustment or resubmitted transaction to an account

Figure 8 WR correction file process

4.5.1.1. Adjustment or Resubmission

The Away Agency may include two types of transactions in a Correction File, adjustments transactions changing information included in the original transaction or resubmitted transactions for which the agency is trying a second time to collect payment for a transaction.

4.5.1.2. Eligibility for Resubmission

The following types of transactions are eligible for resubmission:

- Transactions rejected with invalid formats can be resubmitted with correct format
- Pay by Plate transactions that were previously rejected for negative balance accounts
- Pay by Plate transaction that were previously rejected for not containing LP Type (Code L) may be resubmitted with the LP Type

4.5.1.3. One Agency

An Away Agency must send corrections and resubmissions to the same Home Agency to which it sent the original transaction.

4.5.1.4. Reversing a transaction before an adjustment

Since the TRAN# for the original and correction transactions are the same, some WR Agency toll systems will treat a correction transaction as a duplicate and will not post it unless the original transaction is reversed first. Therefore, when an Away Agency sends a transaction in a Correction File, the Away Agency must first send a Correction transaction with an "I" in the Correction

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Reason field in order to reverse the original transaction. Then the Away Agency will send another Correction Transaction with the appropriate value in the Correction Reason field in the same file to ensure the account is updated correctly.

4.5.1.5. Incrementing Adjustment and Resubmission Counts

Adjustment Count and Resubmit Count are incremented as follows:

- When a transaction is resubmitted, increment the resubmit count per time the transaction is included in a Correction file. Adjustment count is 0.
- When a transaction is adjusted, increment the adjustment count per time the transaction is adjusted in a Correction file. Resubmit count is 0.
- When an adjusted transaction is rejected with a code that allows resubmittal, the subsequent correction transaction increments the resubmit count, not the adjustment count.

4.5.1.6. Assembling and Sending a Correction File

The Away Agency assembles all adjustments and resubmissions for a Home Agency into a Correction File and sends it to that Home Agency daily, as long as it has at least one correction for that Home Agency.

4.5.1.7. Receiving a Correction File

The Home Agency, upon receipt of the Away Agency's Correction File, integrates it into their database so that they can adjust transactions that their customers took on the Away Agency's facility.

4.5.1.8. Order of Processing Corrections

The Home Agency is responsible for making certain that it processes corrections and resubmissions in the order that the Away Agency sent them.

4.5.1.9. Processing a Correction File

The Home Agency checks the following to determine whether to Accept or reject the adjustments and resubmissions received in a Correction File.

4.5.1.9.1. Correct format

Does the correction contain all the required information in the correct format? If no, reject with Code "F."

4.5.1.9.2. Too Old

Did the Away Agency send the correction within the Home Agency's time limit for posting transactions? As a general practice, Home Agencies within

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the Western Region will continue accept corrections for 180 days past the transaction date. However, a WR Agency may choose to reject transactions as too old as early as 60 days past the transaction date. If not, reject with Code “O.”

4.5.1.9.3. Duplicate

Is the resubmitted transaction a duplicate of another transaction? If so, reject with Code “D.” Each agency uses its own Business Rules to define a duplicate. Agencies do not check adjustments for duplication.

4.5.1.9.4. Missing LP Type

Does the resubmitted transaction have a LP Type, if the agency requires LP type for matching to an account? If not, reject with Code “L.”

4.5.1.9.5. Sufficient Funds

Does the Account associated with the resubmission or toll adjustment have sufficient funds to post to the account? If yes, post to the Account and respond with code “A.” If not, check against further business rules.

4.5.1.9.6. Guaranteed Transactions

Does the Home Agency consider the Transaction guaranteed according to its own business rules? If yes, this is a guaranteed transaction and should be responded to with code “A.” If not, reject with code “I.”

4.5.1.10. Creating a Reconciled Correction File

After the Home Agency processes a Correction file, it will create a Reconciled Correction File and send it to the Away Agency. This file will contain a detail record for each transaction received by the Home Agency from the Away Agency in the corresponding Correction file. The detail record will include a response code regarding the resolution of that transaction and amount.

4.5.1.11. Receiving a Reconciled Correction File

The Away Agency, upon receipt of the Home Agency’s Reconciled Correction File, integrates it into their database to reconcile against their records and use for reconciliation in the settlement process.

4.5.2. Correction Files with Agencies in other NIOP Regions through the WR Hub

The flowchart in Figure 9 below describes the transaction processing flow for correction transactions within the Western Region to support the business rules that follow.

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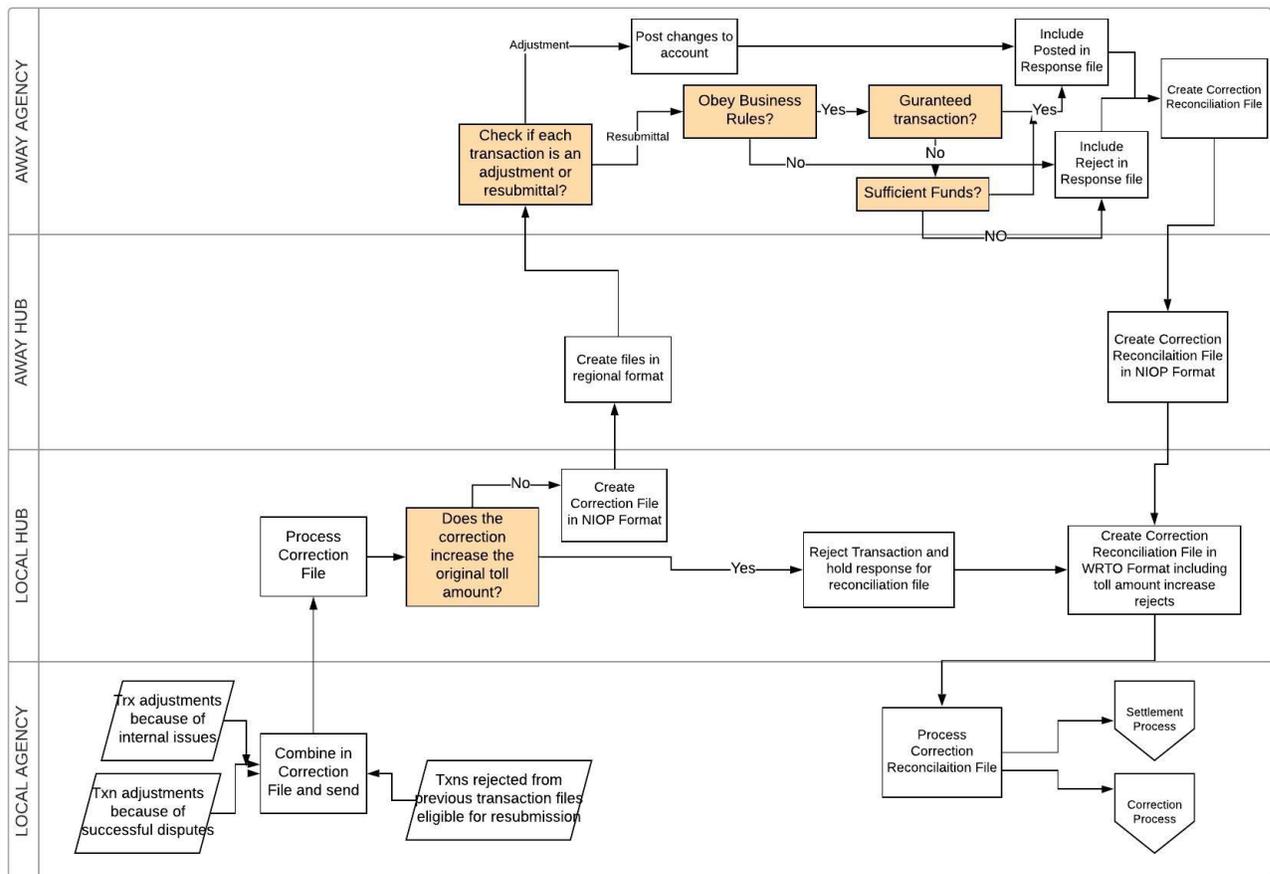


Figure 9 Correction file process between a WR agency and the WR hub

4.5.2.1. Same Business Rules as within WR

The Away Agency follows business rules 4.5.1.1 through 4.5.1.6 in the same manner as exchanges of Correction Files between WR Agencies.

4.5.2.2. Processing Correction Files through the Regional Hubs

The Away Agency’s Regional Hub processes the Correction File and forwards it to the relevant Regional Hub who in turn processes it and forwards it to the relevant Home Agency.

4.5.2.3. Order of Processing Corrections

The Home Agency is responsible for making certain that it processes corrections and resubmissions in the order that the Away Agency sent them.

4.5.2.4. Processing a Correction File

The Home Agency checks the following to determine whether to Accept or

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reject the adjustments and resubmissions received in a Correction File.

4.5.2.4.1. Correct format

Does the correction contain all the required information in the correct format? If no, reject with Code "F."

4.5.2.4.2. Too Old

Did the Away Agency send the correction within 180 days of the transaction date? If not, reject with Code "O."

4.5.2.4.3. Duplicate

Is the resubmitted transaction a duplicate of another transaction? If so, reject with Code "D." Each agency uses its own Business Rules to define a duplicate. Agencies do not check adjustments for duplication.

4.5.2.4.4. LP Type Missing

Does the transaction contain a LP Type, if required by your agency? If not, reject with Code "L." Note: NIOB does not have code "L" so if a WR Home Agency sends this rejection code to the WR Hub, it will convert it to a NIOB code.

4.5.2.4.5. Sufficient Funds

Does the Account associated with the resubmission or toll adjustment have sufficient funds to post to the account? If yes, post to the Account and respond with code "A." If not, reject with code "I."

4.5.2.5. Creating a Reconciled Correction File

After the Home Agency processes a Correction file, it will create a Reconciled Correction File and send it to their Regional Hub. This file will contain a detail record for each transaction received by the Home Agency from the Away Agency in the corresponding Correction file. The detail record will include a response code regarding the resolution of that transaction as well as posting amount.

4.5.2.6. Processing Reconciled Correction Files through the Regional Hubs

The Home Agency's Regional Hub processes the Reconciled Correction File and forwards it to the relevant Regional Hub who in turn processes it and forwards it to the relevant Away Agency.

4.5.2.7. Receiving a Reconciled Correction File

The Away Agency, upon receipt of the Home Agency's Reconciled Correction

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File, integrates it into their database to reconcile against their records and use for reconciliation in the settlement process.

4.6. Acknowledgement Files

Agencies send acknowledgement files in order to automatically provide information regarding the receipt of files and whether the receiving system has successfully processed or rejected those files. This allows the early detection and correction of file formation or exchange issues.

4.6.1. Acknowledge Every File

Agencies will send an acknowledgement upon receipt of every file. If an agency does not receive an acknowledgement for a sent file within 2 hours, which indicates that the file was not successfully sent, and the agency should resend the file.

4.6.2. WR Hub and 2nd Acknowledgement

Under NIOP Business Rules, the Regional Hubs exchange an extra set of acknowledgements to support determination of transaction guarantees and reconciliation cut offs. The WR Hub will not forward these acknowledgements to WR Agencies except by specific request.

4.7. File Exchange Timing

4.7.1. Exchange Frequency

Processing and file transfer take place 365/366 days per year.

4.7.2. Tag and License Plate Status Files

The suggested time for the completion of the upload of all tag status (and plate status) files needed by an entity is set at 1:00 a.m PST.; the suggested time the lanes should be updated (with the tag status files) is no later than 5:00 a.m local time. This is to allow time for the loading of tag lists into lane controllers. This is a guideline. Some agencies may be able to load the tag lists to their lane controllers sooner. If a file (or files) is received past the recommended deadline, the receiving agency should make "best efforts" to use the file(s) received.

4.7.3. Reconciled Toll Charges and Reconciled Pay by Plate Files

By convention all agencies accept that the Reconciled Toll Charges and Reconciled Pay by Plate Files will be available by 8:00 a.m. local time the following business day after processing with all reconciliation completed no longer than 14 calendar days after receipt. If reconciliation for a particular file is not received within 14 calendar days, the Home Agency shall honor all transactions within the original subject file.

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4.7.4. Changes to File Exchange Timing

By mutual consent, file transfer times can be adjusted.

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5. TECHNICAL SPECIFICATIONS

5.1. File Exchange Methodology

Currently the file transfer mechanism utilizes the SFTP (secured file transfer protocol) over the Internet to exchange the data files to/from each agency's SFTP server. The transfer files are created with an agency's proprietary software, but the files conform to the formats described in this document. The files are generated in an ASCII format, and then the sending agency encrypts the file using PGP (Pretty Good Privacy) encryption tools, and the receiving agency's public key. This also has the effect of compressing the data. The sending agency then utilizes the SFTP protocol to send the encrypted files to the receiving agency's SFTP server. The receiving agency possesses its private key and can therefore decrypt the received files. After decryption, the receiving agency processes the data with their own proprietary software.

Requirements:

- Each agency must have a publicly accessible SFTP server, with or without a DNS entry on the Internet. An SFTP exchange can be accomplished with only the IP address.
- The receiving agency will provide a special account and password to each agency that will transmit files to it. This is to prevent anonymous users from accessing the SFTP site.
- Each agency shall install a PGP encryption package suitable for the platform they run on.
- Files will be encrypted before transmission to ensure the confidential data does not fall into unauthorized hands.

5.2. File Naming Conventions

The file names (and extensions) are designed to be able to tell, at a glance, the information contained in the file, its source and its destination. All file names and extensions shall use lowercase characters. The file extensions shall define the type of information contained in the file and shall be shown as indicated in Table 3.

Table 3 File extensions

File Description	File Extension	Originate/Response
Tag Status File	tag	Originate
License Plate Status File	plt	Originate
Toll Charges File	tol	Originate
Pay by Plate File	pbp	Originate
Correction File	cor	Originate
Reconciled Toll Charges File	trc	Response
Reconciled Pay by Plate File	prc	Response
Reconciled Correction File	crc	Response
Acknowledgement File	ack	Response

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Each file type shall have a unique sequential numbering scheme for each .plt, .pbp, .tol, .cor, and .tag file going to each agency. For example, when TCA is sending files to SR-91, the .tol files, the .plt files, the .tag files, the .cor files and the .pbp files would be numbered 1,2,3, etc. in sequence, within each file type. So, you would have a .tol with a sequence of #1, a .plt with a sequence # of 1, etc. File names shall use two distinct formats depending on whether the file is an Originate file or a Response file. Originate file names shall have the format: aabb_YYYY-MM-DDThh:mm:ss.xxx

Where the fields are defined as follows:



Each Agency Code shall correspond to those contained in Table 4 below. Note that Agency Codes are for the purposes of file naming and are not the same as either the Agency ID or Facility Code's that are encoded on transponders.

Table 4 Agency codes

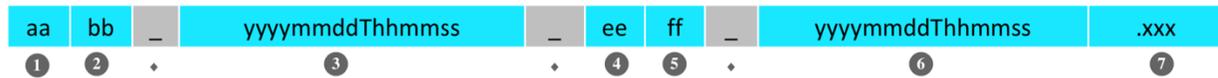
Agency Name	Agency Code
BATA/CalTrans	at
Golden Gate Bridge	gg
SANDAG (I-15)	sd
SR-91	sr
TCA	tc
CTV	cv
LA Metro	la
WR Hub	wr
RCTC (I-15)	rc
OCTA (I-405)	oc
ODOT	od
WSDOT	wd
UDOT	ud
Port of Hood River	hr
All agencies	xx

Response file names shall have the format shown below allowing users to determine both the creator of the Original File and of the Response File:

aabb_YYYY-MM-DDThh:mm:ss_eeff_YYYY-MM-DDThh:mm:ss.xxx

Where the fields are defined as follows:

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FIELD EXPLANATIONS:

- 1 Agency code of response file creator (see Table 2)
- 2 Agency code of response file recipient (see Table 2)
- 3 Date and time of the file creation
- 4 Agency code of originate file creator (see Table 2)
- 5 Agency code of originate file recipient (see Table 2)
- 6 Date of time of originate file
- 7 File extension (see Table 1)
- ♦ Underscore delimiter

Acknowledgement files names shall have the same format as Response file names but the first set of fields will contain information on the acknowledgement file creator and the second set of information shall contain information from the file that the Agency is acknowledging.

5.3. General File Format Specifications

The following rules apply to all files used in interoperability:

1. All files will be in ASCII format.
2. All files will use the comma “,” as the field delimiter.
3. All files will use the line feed “LF” (hex 0A) as the record delimiter.
4. Each file will contain:
 - a. A header record
 - b. Detail records
 - c. A trailer record
5. All numeric fields will be fixed size.
6. The plaza field will contain the name of the plaza in plain text for printing on statements in combination with the lane field.
7. All dates and times included in WRTO files will follow the following ISO 8601 formats, see Table 5:

Table 5 Date and time format

Field Type	Format	Use
Local Date (Unknown Zone)	2020/01/21 Jan 21, 2020 somewhere	Header: Business Day Trailer: Business Day LPSF Detail: Plate Status Start LPSF Detail: Plate Status End
UTC±	2020-01-21T21:10:30-08:00 Jan 21, 2020 1:10:30 PM	Used for all other D/T

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	Pacific Time	
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8. Please see the ISO 8601 standard for proper use of the time zone indication field.

5.4. Toll Charges File

For related business rules, see Sections 4.4.1 and 4.4.3.

5.4.1. Toll Charges Header Record Format

Table 6 Toll charge header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	4	Indicates this is a toll charges file (TOLL)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
5	SOURCE	Char	2	Two letter code of source entity
6	DESTINATION	Char	2	Two letter code of destination entity
7	CREATE DATE	Date/time	25	Transmission file create date/time
8	VERSION	Char	10	"REV A2.0", right justified, space filled to the left.

5.4.2. Toll Charges Detail Record Format

Table 7 Toll charges detail record format

Field #	Field Name	Field Type	Length	Notes
1	TAG ID	Char	10	Tag ID in hex format, right justified, space filled to the left. The first two characters will be blank for Title-21 tags. The first three characters will be the Agency Code for 6C tags. Two character Agency Codes will include a leading zero.
2	TRAN #	Integer	10	Transaction # generated by sending agency. This number cannot be zero.
3	TRAN AMOUNT	Money	8	Toll charged for transaction (do not include WR TRANS FEE)
4	ENTRY TRAN DATE	Date/Time	25	Transaction date/time – Entry, Blank if Type A
5	ENTRY PLAZA	Char	22	Entry Plaza in plain text – Blank if Type A
6	ENTRY LANE	Integer	2	Lane identifier – Entry Exit Blank if Type A
7	EXIT TRAN DATE	Date/Time	25	Transaction date/time – Exit.
8	EXIT PLAZA	Char	22	Exit Plaza in plain text –
9	EXIT LANE	Integer	2	Lane identifier – Exit
10	AXLE COUNT	Integer	2	Number of Axles – if Toll is based on axle based classification (Default Value = 0 for Agencies that do not use Axle Based classification). Space Filled.
11	OCCUPANCY	Integer	1	Occupancy if Toll is based on Occupancy – Values: 0 – NA (default); 1 – SOV; 2 – HOV2; 3 – HOV3+; 4 Carpool. Default Value = 0 for Agencies that do not use Occupancy to determine Tolls.

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Field #	Field Name	Field Type	Length	Notes
12	PROTOCOL TYPE	Integer	1	Values: 0 – Title 21; 1 – 6C, 2- SeGo, 3-TDM
13	VEHICLE TYPE	Integer	1	Values: 0 – NA (default); 1 - Clean Air Vehicle)
14	WR TRAN FEE	Money	8	Fee amount charged for the fee types below.
15	WR FEE TYPE	Integer	1	0 – N/A; 1 – HOV Only misuse; 2 – Occupancy declaration mismatch
16	GUARANTEE	Integer	1	0 = default, (for agencies other than the WR Hub) 1 = Guaranteed NIOP transaction per NIOP Business Rules 2= Not a Guaranteed NIOP transaction per NIOP business rules

5.4.3. Toll Charges Trailer Record Format

Table 8 Toll charges trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
4	DETAIL COUNT	Integer	6	Number of detail records
5	DETAIL AMT	Money	10	Total amount of all transactions in file

5.4.4. Toll Charges Sample File

```
#HEADER,TOLL,000123,06/23/1997,SR,TC,1997-06-24T10:02:19-8:00, REVA 2.0
081000FA,0000403986,00000.25, , ,1997-06-23T12:14:50-8:00, Some
Bridge,03,02,0,0,0,00000.00,0,0
0810012C,0004279389,00001.00,1997-06-22T19:09:20-8:00, Some On Ramp,03,1997-06-22T19:09:25-8:00, Some Off
Ramp,03,02,0,0,0,00000.00,0,0
0810012E,0004310216,00001.00,1997-06-23T14:43:09-8:00, Some On Ramp,03,1997-06-23T14:43:12-8:00, Some Off
Ramp,02,02,3,0,1,00010.00,2,0
06B00000011,0004821234,00001.00,1997-06-23T24:23:12-8:00, Some On Ramp ,03,1997-06-23T24:24:22-8:00, , Some Off
Ramp,02,02,3,1,1,00000.00,0,0
#TRAILER,000123,06/23/1997,000004,0000003.25
```

Note: The different trips in the Toll Charges Sample File show both Barrier and Distance trip types that agencies may include in their Toll Charges Files. The Plazas shown in the file are fictitious. The different types of transactions are referenced in the Business Rules Section (see Section 4.4.3.4).

5.5. Reconciled Toll Charges File

For related business rules see Sections 4.4.1 and 4.4.3.

5.5.1. Reconciled Toll Charges Header Record Format

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Table 9 Reconciled toll charges header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	9	Indicates this is a reconciled toll charges file (RECONCILE)
3	SEQUENCE #	Integer	6	Sequence # from the originating toll charges file, duplicated in trailer record
4	BUSINESS DAY	Date	10	Business day (YYYY-MM-DD)
5	SOURCE	Char	2	Two letter code of source entity
6	DESTINATION	Char	2	Two letter code of destination entity
7	CREATE DATE	Date	25	Transmission file create date/time
8	VERSION	Char	10	"REV A2.0", right justified, space filled to the left.

5.5.2. Reconciled Toll Charges Detail Record Format

Table 10 Reconciled toll charges detail record format

Field #	Field Name	Field Type	Length	Notes
1	TAG ID	Hex	10	Same as what is in the Toll Charges File
2	TRAN #	Integer	10	Same as what is in the Toll Charges File
3	TRAN AMOUNT	Money	8	Same as what is in the Toll Charges File
4	ENTRY TRAN DATE	Date/Time	25	Same as what is in the Toll Charges File
5	ENTRY PLAZA	Char	30	Same as what is in the Toll Charges File
6	ENTRY	Integer	2	Same as what is in the Toll Charges File
7	EXIT TRAN DATE	Date/Time	25	Same as what is in the Toll Charges File
8	EXIT PLAZA	Char	22	Same as what is in the Toll Charges File
9	EXIT LANE	Integer	2	Same as what is in the Toll Charges File
10	AXLE COUNT	Integer	2	Same as what is in the Toll Charges File
11	OCCUPANCY	Integer	1	Same as what is in the Toll Charges File
12	PROTOCOL TYPE	Integer	1	Same as what is in the Toll Charges File
13	WR TRAN FEE	Money	8	Same as what is in the Toll Charges File
14	WR FEE TYPE	Integer	1	Same as what is in the Toll Charges File
15	POST AMT	Money	8	Amount Posted by Home Agency
16	RESPONSE CODE	Alpha	1	See Table 2 in Section 4, Business Rules
17	NIOP Fee	Money	8	FOR WR HUB Use only – Amount of NIOP Fee calculated for NIOP transactions.

5.5.3. Reconciled Toll Charges Trailer Record Format

Table 11 Reconciled toll charges trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
4	DETAIL COUNT	Integer	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of all detail records

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Field #	Field Name	Field Type	Length	Notes
6	ACCEPTED CNT	Integer	6	Count of accepted detail records
7	ACCEPTED AMT	Money	10	Total amount of accepted detail records

5.5.4. Reconciled Toll Charges Sample File

```
#HEADER,RECONCILE,000123,06/24/1997,TC,SR,1997-06-25T11:02:19-8:00, REV A2.0
081000FA,0000403986,00000.25, , ,1997-06-23T12:14:50-8:00, Some Bridge,03,02,0,0,
00000.00,0,00000.00,I,00000.00
0810012C,0004279389,00001.00, 1997-06-22T19:09:20-8:00, Some On Ramp,03,1997-06-22T19:09:25-8:00, Some Off
Ramp,03,02,0,0, 00000.00,0,00001.00,A,00000.00
0810012E,0004310216,00001.00, 1997-06-23T24:23:12-8:00, Some On Ramp ,03,1997-06-23T24:24:22-8:00, , Some Off
Ramp,02,02,0,3, 00010.00,2,00011.00,A,00000.00
6B00000011,0004821234,00001.00, 1997-06-23T24:23:12-8:00, Some On Ramp ,03,1997-06-23T24:24:22-8:00, , Some
Off Ramp,02,02,3,1, 00000.00,0,00001.00,A
#TRAILER,000123,06/24/1997,000004,0000013.25,000003,0000013.00
```

5.6. Tag Status File

For related business rules, see Section 4.2.

5.6.1. Tag Status Header Record Format

Table 12 Tag status header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	4	Indicates this is a tag status file (TAGS)
3	ACTION CODE	Alpha	4	Update code: INIT – means an initial load (always)
4	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
5	BUSINESS DAY	Date	10	Business Day (YYYY/MM/DD)
6	SOURCE	Alpha	2	Two letter code of source entity
7	DESTINATION	Alpha	2	Two letter code of destination entity
8	CREATE DATE	Date/Time	25	Transmission file create date/time
9	VERSION	Char	10	“REV A2.0”, right justified, space filled to the left.

5.6.2. Tag Status Detail Record Format

Table 13 Tag status detail record format

Field #	Field Name	Field Type	Length	Notes
1	TAG ID	Hex	10	Tag ID in hex format, right justified, space filled to the left. The first two characters will be blank for Title-21 tags. The first three characters will be the Agency Code for 6C tags. Two character Agency Codes will include a leading zero.
2	ACCOUNT ID	Integer	10	Unique Identifier for Account to which the tag is assigned, right justified, space filled to the left.
3	ACTION CODE	Alpha	1	A – Add tag as valid (all “A” for INIT load)
4	TAG TYPE	Alpha	1	Tag Type: N – Non-revenue (universal to all entities) V – Valid I – Invalid

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Field #	Field Name	Field Type	Length	Notes
5	SUBTYPE - A	Alpha	1	First info field: H – Switchable HOV tag. N – No information See Appendix C for subtypes used by local agencies for regional use. Home Agencies must include this indicator in tag status file. Receiving agency may use this info at their discretion.
6	SUBTYPE - B	Alpha	1	Second info field N – No information C – Clean Air Vehicle M- Motorcycle tag. X – TBD Y – TBD Z - TBD See Appendix C for subtypes used by local agencies for regional use
7	SUBTYPE - C	Alpha	1	Third info field N – No information See Appendix C for subtypes used by local agencies for regional use
8	PROTOCOL TYPE	Integer	1	Tag Protocol Type (Values 0 – Title 21; 1 – 6C)

5.6.3. Tag Status Trailer Record Format

Table 14 Tag status trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
4	DETAIL COUNT	Integer	8	Total count of all detail records

5.6.4. Tag Status Sample File

```
#HEADER,TAGS,INIT,000123,06/23/1997,SR,TC,1997-06-23T10:02:19-8:00, REV A2.0
081000FA, 2010000,A,N,N,N,N,0
0810012C, 2010001,A,V,N,N,N,0
0810012D, 2010002,A,I,N,N,N,0
6B00000011, 2010003,A,V,N,C,N,1
#TRAILER,000123,06/23/1997,00000004
```

5.7. Pay by Plate File

For related business rules, see Sections 4.4.2, 4.4.3, 4.4.4 and 4.4.5.

5.7.1. Pay by Plate Header Record Format

Table 15 Pay by plate header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	10	Indicates this is a Pay by Plate file (PAYBYPLATE)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)

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Field #	Field Name	Field Type	Length	Notes
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date/Time	25	Transmission file create date/time
8	VERSION	Alpha	10	"REV A2.0", right justified, space filled to the left.

5.7.2. Pay by Plate Detail Record Format

Table 16 Pay by Plate detail record format

Field #	Field Name	Field Type	Length	Notes
1	LICENSE PLATE	Char	10	License plate of patron (left justified with trailing spaces)
2	TRAN #	Integer	10	Transaction #
3	STATE	Alpha	2	State code
4	TRAN AMT	Money	8	Toll charged for the transaction (do not include WR TRAN FEE)
5	ENTRY TRAN DATE	Date/Time	25	Transaction date/time – Entry Space filled if Type A
6	ENTRY PLAZA	Char	22	Entry Plaza in plain text – Space filled if Type A
7	ENTRY LANE	Integer	2	Lane identifier – Entry Space filled if Type A
8	EXIT TRAN DATE	Date/time	25	Transaction date/time – Exit
9	EXIT PLAZA	Char	22	Exit Plaza in plain text
10	EXIT LANE	Integer	2	Lane identifier – Exit
11	AXLE COUNT	Integer	2	Axle Count
12	VEHICLE TYPE	Integer	1	Vehicle – (Values 0 – NA (default); 1 - Clean Air Vehicle, 2, 3, 4, - reserved for future use)
13	LP TYPE	Char	30	License Plate Type. Must be included if the LP Status File contained a LP Type for that plate. If no LP Type included, then default to blank.
14	WR TRAN FEE	Money	8	Fee amount charged for the fee types below.
15	WR FEE TYPE	Integer	1	0 – N/A; 1 – HOV Only violation; 2 – Occupancy declaration mismatch
16	GUARANTEE	Integer	1	0 = default, (for agencies other than the WR Hub) 1 = Guaranteed NIOP transaction per NIOP Business Rules 2= Not a Guaranteed NIOP transaction per NIOP business rules

5.7.3. Pay by Plate Trailer Record Format

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Table 17 Pay by Plate trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
4	DETAIL COUNT	Integer	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of detail records

5.7.4. Pay by Plate Sample File

```
#HEADER,PAYBYPLATE,000123,06/23/1997,TC,SR,1997-06-23T10:02:19-8:00, REV A2.0
1ABC234 ,0000403986,CA,00000.25, , ,1997-06-23T12:14:50-8:00, Some Bridge,02,02,0,
Some LP Type,00000.00,0,0
#TRAILER,000123,06/23/1997,000001,0000000.25
```

5.8. License Plate Status File

For related business rules, see Section 4.3.

5.8.1. Plate Status Header Record Format

Table 18 Plate status header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	6	Indicates this is a patron plate update file (PLATES)
3	UPDATE CODE	Alpha	4	Update code: INIT – means and initial load (Always)
4	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date/Time	25	Transmission file create date/time
8	VERSION	Alpha	10	“REV A2.0”, right justified, space filled to the left.

5.8.2. Plate Status Detail Record Format

Table 19 Plate status detail record format

Field #	Field Name	Field Type	Length	Notes
1	ACCOUNT ID	Integer	10	Unique Identifier for Account to which the plate is assigned, right justified, space filled to the left
2	LICENSE PLATE	Char	10	License plate of patron (left justified, space filled to right). Format conforming to DMV Parking Manual
3	STATE	Alpha	2	License state of patron or other indication of jurisdiction
4	ACTION CODE	Alpha	1	A – Plate Active at the time of this File for the effective date range specified. (INIT file will only have A Records)
5	EFFECTIVE START DATE	Date	10	Effective start date of this plate
6	EFFECTIVE END DATE	Date	10	Effective end date of this plate (blank if this plate is still valid)

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Field #	Field Name	Field Type	Length	Notes
7	PLATE TYPE	Alpha	1	N – Plate assigned to Universal Non-revenue account (universal to all entities) R – Plate assigned to Revenue Account
8	SUBTYPE	Alpha	1	N – No information C – Clean air vehicle M- Motorcycle X – TBD Y – TBD
9	LP TYPE	Alpha	30	License Plate Type. See Business Rules below If no LP Type included, then default to blank.
10	PLATE ID	Integer	10	A unique ID for each entry in the License Plate Status File to allow for quick updates to license plate records.

5.8.3. Plate Status Trailer Record Format

Table 20 Plate status trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
4	DETAIL COUNT	Integer	8	Total count of all detail records

5.8.4. Plate Status Sample File

```
#HEADER,PLATES,DIFF,000123,SR,TC,1997-06-23T10:02:19-8:00, REV A2.0
11317432,1ABC234 ,CA,A,04/22/2016, ,R,N, , Some LP Type, 000123
11317334,1ABC236 ,CA,D,04/16/2000,04/22/2016,R,C, , 000124
#TRAILER,000123,0/23/2016,00000002
```

5.9. Reconciled Pay by Plate File

For related business rules, see Sections 4.4.2, 4.4.3, 4.4.4 and 4.4.5.

5.9.1. Reconciled Pay by Plate Header Record Format

Table 21 Reconciled Pay by Plate header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	10	Indicates this is a Pay by Plate reconciliation file (PLATERECON)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DAY	Date	10	Business day (YYYY/MM/DD)
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date/Time	25	Transmission file create date/time
9	VERSION	Alpha	10	"REV A2.0", right justified, space filled to the left.

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5.9.2. Reconciled Pay by Plate Detail Record Format

Table 22 Reconciled Pay by Plate detail record format

Field #	Field Name	Field Type	Length	Notes
1	LICENSE PLATE	Char	10	Same as PBP Plate Transaction File
2	TRAN #	Integer	10	Same as PBP Plate Transaction File
3	STATE	Alpha	2	Same as PBP Plate Transaction File
4	TRAN AMT	Money	8	Same as PBP Plate Transaction File
5	ENTRY TRAN DATE	Date/Time	25	Same as PBP Plate Transaction File
6	ENTRY PLAZA	Char	22	Same as PBP Plate Transaction File
7	ENTRY LANE	Integer	2	Same as PBP Plate Transaction File
8	EXIT TRAN DATE	Date/Time	25	Same as PBP Plate Transaction File
9	EXIT PLAZA	Char	22	Same as PBP Plate Transaction File
10	EXIT LANE	Integer	2	Same as PBP Plate Transaction File
11	AXLE COUNT	Integer	2	Same as PBP Plate Transaction File
12	LP TYPE	Char	30	Same as PBP Plate Transaction File
13	WR TRAN FEE	Money	8	Same as PBP Plate Transaction File
14	WR FEE TYPE	Integer	1	Same as PBP Plate Transaction File
15	POST AMT	Money	8	Amount Posted by the Home Agency including WR
16	RESPONSE CODE	Alpha	1	See Table 2 in Section 4 Business Rules
17	NIOP FEE	Money	8	For WR Hub use only – Amount of NIOP Fee calculated for NIOP transactions.

5.9.3. Reconciled Pay by Plate Trailer Record Format

Table 23 Reconcile Pay by Plate trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DAY	Date	10	Business day
4	DETAIL COUNT	Integer	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of all detail records
6	ACCEPTED CNT	Integer	6	Total count of all accepted detail records
7	ACCEPTED AMT	Money	10	Total amount of all accepted detail records

5.9.4. Reconciled Pay by Plate Sample File

#HEADER,PLATERECON,000123,06/24/1997,SR,TC,1997-06-23T10:02:19-8:00, REV A2.0
 1ABC234 ,0000403986,CA,00000.25, , ,1997-06-23T12:14:50-8:00, Some Bridge,02,02,
 Some LP Type,00000.00,0,00000.25,A,00000.00
 #TRAILER,000123,06/24/1997,000001,0000000.25

5.10. Correction File

For related business rules, see Section 4.5.

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5.10.1. Correction File Header Record Format

Table 24 Correction file header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	4	Indicates this is a correction file (CORR)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DAY	Date	10	Business day
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date/time	25	Transmission file create date/time
8	VERSION	Alpha	10	"REV A2.0", right justified, space filled to the left.

5.10.2. Toll Charges Correction Detail Record Format

Table 25 Toll charges correction detail record format

Field #	Field Name	Field Type	Length	Notes
1	CORRECTION DATE	Date/time	25	The date the Away Agency made the adjustment. Required for adjustments. Blank if resubmittal.
2	CORRECTION REASON	Alpha	1	The reason for the correction. Values: C – Class (axle count) adjusted. Apply toll/axle count from this record. I – Ignore original transaction. Back out original transaction (full credit to account). L – Location information corrected. Apply toll/location from this record. T – Toll adjusted. Apply toll from this record. O – Other adjustment/correction. Apply fields from this record. For adjustments requiring that the original transaction be backed out, an "I" must be sent by the Away Agency before a "C", "L", "T" or "O". Blank if transaction is a resubmission of a transaction (not an adjustment).
3	RESUBMIT REASON	Alpha	1	The reason for the resubmitting the transaction or correction: R – Resubmittal of a transaction or adjustment previously rejected with a RECON CODE of F or L. I – Resubmittal of a transaction or adjustment rejected with RECON CODE of I. I can only be resubmitted for internal WR transactions Blank if the transaction is not a resubmittal.
4	CORRECTION COUNT	Integer	3	An incrementing sequence number for each different adjustment of a Transaction identified by its specific Transaction #. Values: 0 – 999
5	RESUBMIT COUNT	Integer	3	An incrementing sequence number for each time a transaction or adjustment is resubmitted. This should be

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Field #	Field Name	Field Type	Length	Notes
				zero the first time an adjustment is submitted. Values: 0 – 999
6	HOME AGENCY SEQUENCE #	Integer	6	Sequence # provided by the Home Agency within the Reconciliation File for either the original transaction or the most recent adjustment/correction.
7	ORIGINAL TAG ID	Hex	10	Tag ID in hex format, right justified, space filled to the left. The first three characters will be blank for Title-21 tags. The first three characters will be the Agency Code for 6C tags. Leave blank for plate transaction.
8	ORIGINAL LICENSE PLATE	Alphanumeric	10	License plate of patron (left justified with trailing spaces). Leave blank for tag transaction.
9	ORIGINAL STATE	Alpha	2	Original State code. Leave blank for tag transaction.
10	ORIGINAL TRAN #	Integer	10	Original transaction # generated by sending agency
11	ORIGINAL TRAN AMOUNT	Money	8	Original amount charged for transaction
12	ORIGINAL ENTRY TRAN DATE	Date/time	25	Original transaction date – Entry, Space Filled
13	ORIGINAL ENTRY PLAZA	Alphanumeric	22	Original Entry Plaza in plain text
14	ORIGINAL ENTRY LANE	Integer	2	Lane identifier – Entry
15	ORIGINAL EXIT TRAN DATE	Date/Time	25	Transaction date/time – Exit
16	ORIGINAL EXIT PLAZA	Alphanumeric	22	Original Exit Plaza in plain text
17	ORIGINAL EXIT LANE	Integer	2	Lane identifier – Exit
18	ORIGINAL AXLE COUNT	Integer	2	Number of Axles – if Toll is based on axle based classification (Default Value = 0 for Agencies that do not use Axle Based classification). Space Filled.
19	ORIGINAL OCCUPANCY	Integer	1	Occupancy if Toll is based on Occupancy – (Values 0 – NA (default); 1 – SOV; 2 – HOV2; 3 – HOV3+; 4 Carpool; 5, 6, 7 – reserved for future use). Default Value = 0 for Agencies that do not use Occupancy to determine Tolls. Leave blank for plate transaction.
20	ORIGINAL PROTOCOL TYPE	Integer	1	Tag Protocol Type (Values 0 – Title 21; 1 – 6C) Leave blank for plate transaction.
21	ORIGINAL VEHICLE TYPE	Integer	1	Vehicle – (Values 0 – NA (default); 1 - Clean Air Vehicle)
22	ORIGINAL LP TYPE	Alpha	30	License Plate Type. If no LP Type included, then default to blank.
23	ORIGINAL TRAN FEE	Money	8	Amount charged for transaction fee
24	ORIGINAL TRAN FEE TYPE	Integer	1	Fee Type 0 –NA (default); 1 – HOV Only; 2 – Occupancy Detection; 3 – Other; 4, 5, 6 – reserved for future use)
25	CORR TAG ID	Hex	10	Tag ID in hex format, right justified, space filled to the left. The first three characters will be blank for Title-21 tags. The first three characters will be the Agency Code for 6C tags. Leave blank for plate transaction.
26	CORR LICENSE PLATE	Alphanumeric	10	License plate of patron (left justified with trailing spaces). Leave blank for tag transaction.
27	CORR STATE	Alpha	2	State code. Leave blank for tag transaction.
28	CORR TRAN #	Integer	10	Original transaction # generated by sending agency. This remains the same for any related adjustment or resubmitted transaction.
29	CORR TRAN AMOUNT	Money	8	New Amount charged for transaction. If the agency sent multiple adjustments and/or resubmissions, this is the

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Field #	Field Name	Field Type	Length	Notes
				amount in the previous accepted correction file.
30	CORR ENTRY TRAN DATE	Date/time	25	Transaction date/time – Entry, Space Filled
31	CORR ENTRY PLAZA	Alphanumeric	22	Corrected Entry Plaza Location in plain text
32	CORR ENTRY LANE	Integer	2	Lane identifier – Entry
33	CORR EXIT TRAN DATE	Date/time	25	Corrected Exit Plaza in plain text
34	CORR EXIT PLAZA	Alphanumeric	22	Corrected Exit Plaza in plain text
35	CORR EXIT LANE	Integer	2	Lane identifier – Exit
36	CORR AXLE COUNT	Integer	2	Number of Axles – if Toll is based on axle based classification (Default Value = 0 for Agencies that do not use Axle Based classification). Space Filled.
37	CORR OCCUPANCY	Integer	1	Occupancy if Toll is based on Occupancy – (Values 0 – NA (default); 1 – SOV; 2 – HOV2; 3 – HOV3+; 4 Carpool; 5, 6, 7 – reserved for future use). Default Value = 0 for Agencies that do not use Occupancy to determine Tolls. Leave blank for plate transaction.
38	CORR PROTOCOL TYPE	Integer	1	Tag Protocol Type (Values 0 – Title 21; 1 – 6C) Leave blank for plate transaction.
39	CORR VEHICLE TYPE	Integer	1	Vehicle – (Values 0 – NA (default); 1 - Clean Air Vehicle)
40	CORR LP TYPE	Alpha	30	License Plate Type. Include for NIOP transactions that contain a Plate Type in the Plate Status File. If no LP Type included, then default to blank.
41	CORR TRAN FEE	Money	8	Amount charged for transaction fee
42	CORR WR FEE TYPE	Integer	1	0 – N/A; 1 – HOV Only violation; 2 – Occupancy declaration mismatch

5.10.3. Correction File Trailer Record Format

Table 26 Correction file trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DATE	Date	10	Business day
4	DETAIL COUNT	Integer	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of all detail records

Note: The Away Agency sends all of the original data in the transaction in the fields containing the word “original.” In the fields containing “CORR,” the Away Agency places updated information if the information in that field has changed, otherwise the agency should once again fill the field with the original information.

5.10.4. Correction Sample File

#HEADER,CORR,000246,06/25/2017,SR,TC, 1997-06-23T10:02:19-8:00, REV A2.0
2017-06-24T19:05:17-8:00,I,1,0,035628, 810012C, ,0004279389,00001.00,1997-06-22T19:09:20-8:00, Some On
Ramp,03,2017-06-22T19:09:25-8:00, Some Off Ramp,03,02,0,0,0, Some LP Type,00024.90,1,035629, 810012C,

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,.0002468102,00000.00,1997-06-22T19:09:20-8:00, Some On Ramp,03,2017-06-22T19:09:25-8:00, Some Off
Ramp,03,02,0,0,0,00000.00,1
#TRAILER,000246,06/25/2017,000001,00000.00

5.11. Reconciled Correction File

For related business rules, see Section 4.5.

5.11.1. Reconciled Correction Header Record Format

Table 27 Reconciled correction header record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	7	Indicates this is a header record (#HEADER)
2	FILE TYPE	Char	8	Indicates this is a correction reconciliation file (CORRECON)
3	SEQUENCE #	Integer	6	Sequence # generated by sending agency, has matching entry in the trailer record
4	BUSINESS DAY	Date	10	Business day
5	SOURCE	Alpha	2	Two letter code of source entity
6	DESTINATION	Alpha	2	Two letter code of destination entity
7	CREATE DATE	Date/Time	25	Transmission file create date/time
8	VERSION	Alpha	10	"REV A2.0", right justified, space filled to the left.

5.11.2. Reconciled Correction Record Format

Table 28 Reconcile correction record format

Field #	Field Name	Field Type	Length	Notes
1	CORRECTION DATE	Date/Time	25	Same as Correction File
2	CORRECTION REASON	Alpha	1	Same as Correction File
3	RESUBMIT REASON	Alpha	1	Same as Correction File.
4	CORRECTION COUNT	Integer	3	Same as Correction File
5	RESUBMIT COUNT	Integer	3	Same as Correction File
6	HOME AGENCY SEQUENCE #	Integer	6	Same as Correction File
7	ORIGINAL TAG ID	Hex	10	Same as Correction File
8	ORIGINAL LICENSE PLATE	Alphanumeric	10	Same as Correction File
9	ORIGINAL STATE	Alpha	2	Same as Correction File
10	ORIGINAL TRAN #	Integer	10	Same as Correction File
11	ORIGINAL TRAN AMOUNT	Money	8	Same as Correction File
12	ORIGINAL ENTRY TRAN DATE	Date/time	25	Same as Correction File
13	ORIGINAL ENTRY PLAZA	Alphanumeric	22	Same as Correction File
14	ORIGINAL ENTRY LANE	Integer	2	Same as Correction File
15	ORIGINAL EXIT TRAN DATE	Date/Time	25	Same as Correction File
16	ORIGINAL EXIT	Alphanumeric	4	Same as Correction File

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Field #	Field Name	Field Type	Length	Notes
	PLAZA			
17	ORIGINAL EXIT LANE	Integer		
18	ORIGINAL AXLE COUNT	Integer	2	Same as Correction File
19	ORIGINAL OCCUPANCY	Integer	1	Same as Correction File
20	ORIGINAL PROTOCOL TYPE	Integer	1	Same as Correction File
21	ORIGINAL VEHICLE TYPE	Integer	1	Same as Correction File
22	ORIGINAL LP TYPE	Alpha	30	Same as Correction File
23	ORIGINAL TRAN FEE	Money	8	Same as Correction File
24	ORIGINAL TRAN FEE TYPE	Integer	1	Same as Correction File
25	CORR TAG ID	Hex	10	Same as Correction File
26	CORR LICENSE PLATE	Alphanumeric	10	Same as Correction File.
27	CORR STATE	Alpha	2	Same as Correction File
28	CORR TRAN #	Integer	10	Same as Correction File
29	CORR TRAN AMOUNT	Money	8	Same as Correction File
30	CORR ENTRY TRAN DATE	Date/time	25	Same as Correction File
31	CORR ENTRY PLAZA	Alphanumeric	22	Same as Correction File
32	CORR ENTRY LANE	Integer	2	Same as Correction File
33	CORR EXIT TRAN DATE	Date/time	25	Same as Correction File
34	CORR EXIT PLAZA	Alphanumeric	22	Same as Correction File
35	CORR EXIT LANE	Integer	2	Same as Correction File
36	CORR AXLE COUNT	Integer	2	Same as Correction File
37	CORR OCCUPANCY	Integer	1	Same as Correction File
38	CORR PROTOCOL TYPE	Integer	1	Same as Correction File
39	CORR VEHICLE TYPE	Integer	1	Same as Correction File
40	CORR LP TYPE	Alpha	30	Same as Correction File
41	CORR TRAN FEE	Money	8	Same as Correction File
42	CORR TRAN FEE TYPE	Integer	1	Same as Correction File
43	POST AMT	Money	8	Amount Posted by Home Agency
44	RESPONSE CODE	Alpha	1	See Table 2 in Section 4 Business Rules

5.11.3. Reconciled Correction Trailer Record Format

Table 29 Reconciled correction trailer record format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Char	8	Trailer record indicator (#TRAILER)
2	SEQUENCE #	Integer	6	Sequence # matching entry in header
3	BUSINESS DATE	Date	10	Business day

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4	DETAIL COUNT	Integer	6	Total count of all detail records
5	DETAIL AMOUNT	Money	10	Total amount of all detail records
6	ACCEPTED CNT	Integer	6	Total count of all accepted detail records
7	ACCEPTED AMT	Money	10	Total amount of all accepted detail records

5.11.4. Reconciled Correction Sample File

#HEADER,CORRECON,000246,06/26/2017,SR,TC,2017-06-26T09:01:21-8:00, REV A2.0
2017-06-24T19:05:17-8:00,I,1,0,035628, 810012C, ,0004279389,00001.00,1997-06-22T19:09:20-8:00, Some On
Ramp,03,2017-06-22T19:09:25-8:00, Some Off Ramp,03,02,0,0,0, Some LP Type,00024.90,1,035629, 810012C,
, ,0002468102,00000.00,1997-06-22T19:09:20-8:00, Some On Ramp,03,2017-06-22T19:09:25-8:00, Some Off
Ramp,03,02,0,0,0,00000.00,1,00000.00,A

#TRAILER,000246,06/26/2017,000001,0000000.00,000001,0000000.00

5.12. Acknowledgement File

For related business rules, see Section 4.6.

5.12.1. Acknowledgment File Format

Table 30 Acknowledgement file format

Field #	Field Name	Field Type	Length	Notes
1	RECORD TYPE	Alpha	3	ACK - Indicates that this is an acknowledgment file
2	FILE TYPE	Alpha	10	Indicates the type of file for which the acknowledgement is being sent. Values: TAGS = tag status file PLATES = Plate status file TOLL = Toll charges file PAYBYPLATE = Pay by Plate transaction file CORR = Correction file RECONCILE = toll charges file reconciliation file PLATERECON = Pay by Plate charges reconciliation file CORRECON = Correction reconciliation file
3	FILE NAME	Char	45	The name of the file being acknowledged
4	FROM AGENCY	Alpha	2	Two letter code of source entity
5	TO AGENCY	Alpha	2	Two letter code of destination entity
6	CREATE DATE	Date/Time	25	Original transmission file create date/time from that file
7	ACK DATE	Date/Time	25	Date/time on which the acknowledgment was sent
8	RETURN CODE	Integer	2	A code indicating the status of the submission being acknowledged. Values: 00 – Submission was successfully received and verified. Submission is accepted and processed. 01 – Header does not match file details. Submission rejected without processing. 02 – Invalid File Name. Submission rejected without processing. 03 – Other major issue. Submission rejected without processing. 04 – Minor issue with file. Submission processed. Please contact the receiving Agency for more information
9	VERSION	Char	10	"REV A2.0", right justified, space filled to the left.

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5.12.2. Acknowledgement Sample File

ACK, TAGS,SR,TC,_1997-06-23T02:02:19.tag,SR,TC, 1997-06-23T10:02:19-8:00, 1997-06-23T11:02:19-8:00,00, REV A2.0

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APPENDIX A: CTOC PLAZA/LANE DESCRIPTIONS

Table 31 below contains a mapping of plaza IDs to plaza descriptions for statements that CTOC agencies used in v5.8 of the CTOC Tech Spec. It remains here as a reference for agencies until all agencies transition to this WRTO Technical Specification version, where plaza information will be conveyed through plain text.

Table 31 Plaza IDs

Plaza	Lane	Statement Description (22-character limit)
0002	01	Antioch-Lane 1
0002	02	Antioch-Lane 2
0002	03	Antioch-Lane 3
0003	01	Richmond-Lane 1
0003	02	Richmond-Lane 2
0003	03	Richmond-Lane 3
0003	04	Richmond-Lane 4
0003	05	Richmond-Lane 5
0003	06	Richmond-Lane 6
0003	07	Richmond-Lane 7
0004	01	Bay Bridge-Lane 1
0004	02	Bay Bridge-Lane 2
0004	03	Bay Bridge-Lane 3
0004	04	Bay Bridge-Lane 4
0004	05	Bay Bridge-Lane 5
0004	06	Bay Bridge-Lane 6
0004	07	Bay Bridge-Lane 7
0004	08	Bay Bridge-Lane 8
0004	09	Bay Bridge-Lane 9
0004	10	Bay Bridge-Lane 10
0004	11	Bay Bridge-Lane 11
0004	12	Bay Bridge-Lane 12
0004	13	Bay Bridge-Lane 13
0004	14	Bay Bridge-Lane 14
0004	15	Bay Bridge-Lane 15
0004	16	Bay Bridge-Lane 16
0004	17	Bay Bridge-Lane 17
0004	18	Bay Bridge-Lane 18
0004	19	Bay Bridge-Lane 19
0004	20	Bay Bridge-Lane 20
0004	21	Bay Bridge-Lane 21
0004	22	Bay Bridge-Lane 22
0005	01	San Mateo-Lane 1
0005	02	San Mateo-Lane 2
0005	03	San Mateo-Lane 3
0005	04	San Mateo-Lane 4
0005	05	San Mateo-Lane 5
0005	06	San Mateo-Lane 6
0005	07	San Mateo-Lane 7
0005	08	San Mateo-Lane 8
0005	09	San Mateo-Lane 9
0005	10	San Mateo-Lane 10
0006	01	Dumbarton-Lane 1
0006	02	Dumbarton-Lane 2

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Plaza	Lane	Statement Description (22-character limit)
0006	03	Dumbarton-Lane 3
0006	04	Dumbarton-Lane 4
0006	05	Dumbarton-Lane 5
0006	06	Dumbarton-Lane 6
0006	07	Dumbarton-Lane 7
0007	01	Carquinez-Lane 1
0007	02	Carquinez-Lane 2
0007	03	Carquinez-Lane 3
0007	04	Carquinez-Lane 4
0007	05	Carquinez-Lane 5
0007	06	Carquinez-Lane 6
0007	07	Carquinez-Lane 7
0007	08	Carquinez-Lane 8
0007	09	Carquinez-Lane 9
0007	10	Carquinez-Lane 10
0007	11	Carquinez-Lane 11
0007	12	Carquinez-Lane 12
0008	01	Benicia-Lane 1
0008	02	Benicia-Lane 2
0008	03	Benicia-Lane 3
0008	04	Benicia-Lane 4
0008	05	Benicia-Lane 5
0008	06	Benicia-Lane 6
0008	07	Benicia-Lane 7
0008	08	Benicia-Lane 8
0008	09	Benicia-Lane 9
0008	10	Benicia-Lane 10
0008	11	Benicia-Lane 11
0008	12	Benicia-Lane 12
0008	13	Benicia-Lane 13
0008	14	Benicia-Lane 14
0008	15	Benicia-Lane 15
0008	16	Benicia-Lane 16
0008	17	Benicia-Lane 17
0015	01	I-15 Legacy Toll Zone
0201	01	SFO Long Term Garage
0204	01	SFO Long Term Lot
0821	01	SFO INTL G LV 1
0825	01	SFO INTL LV 3
0828	01	SFO INTL A LV 1
0831	01	SFO INTL A LV 3
0843	01	SFO Domestic LV 1
0844	01	SFO Domestic LV 2
0847	01	SFO Domestic LV 3
0850	01	SFO Domestic LV 46
0854	01	SFO Domestic LV 5
1131	01	La Paz On-Lane 1
1131	02	La Paz On-Lane 2
1133	02	La Paz Off-Lane 2
1141	01	Aliso Creek Off -Lane 1
1141	02	Aliso Creek Off-lane 2
1143	02	Aliso Creek On-Lane 2
1162	02	El Toro Off-Lane 2
1162	03	El Toro Off-Lane 3
1163	02	El Toro On-Lane 2

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Plaza	Lane	Statement Description (22-character limit)
1163	03	El Toro On-Lane 3
1190	10	Catalina View South-Lane 10
1190	11	Catalina View South-Lane 11
1190	12	Catalina View South-Lane 12
1190	13	Catalina View South-Lane 13
1191	10	Catalina View North-Lane 10
1191	11	Catalina View North-Lane 11
1191	12	Catalina View North-Lane 12
1191	13	Catalina View North-Lane 13
1215	02	Newport Coast Off-Lane 2
1217	01	Newport Coast On-Lane 1
1217	02	Newport Coast On-Lane 2
1226	02	Ford Road Off-Lane 2
1227	02	Bonita Canyon On-Lane 2
2143	11	Oso Bridge Mainline NB Lane 11
2143	12	Oso Bridge Mainline NB Lane 12
2144	01	Oso Parkway On-Lane 1
2144	02	Oso Parkway On-Lane 2
2145	01	Oso Parkway Off-Lane 1
2145	02	Oso Parkway Off-Lane 2
2146	11	Oso Bridge Mainline SB Lane 11
2146	12	Oso Bridge Mainline SB Lane 12
2177	01	Antonio Parkway Off-Lane 1
2177	02	Antonio Parkway Off-Lane 2
2178	01	Antonio Parkway On-Lane 1
2178	02	Antonio Parkway On-Lane 2
2199	02	Los Alisos Blvd Off-Lane 2
2200	02	Los Alisos Blvd On-Lane 2
2216	02	Portola Parkway South Off - Lane 2
2217	01	Portola Parkway South On - Lane 1
2217	02	Portola Parkway South On - Lane 2
2234	02	Alton Parkway Off - Lane 2
2235	01	Alton Parkway On - Lane 1
2235	02	Alton Parkway On - Lane 2
2248	02	Portola Parkway North Off - Lane 2
2249	02	Portola Parkway North On - Lane 2
2257	11	Tomato Springs - North Lane 11
2257	12	Tomato Springs - North Lane 12
2257	13	Tomato Springs - North Lane 13
2260	11	Tomato Springs - South Lane 11
2260	12	Tomato Springs - South Lane 12
2260	13	Tomato Springs - South Lane 13
3042	02	Irvine Blvd. - East Off Lane 2
3043	01	Irvine Blvd. - East On Lane 1
3043	02	Irvine Blvd. - East On Lane 2
3057	11	Orange Grove South Lane 11
3057	12	Orange Grove South Lane 12
3058	11	Orange Grove North Lane 11
3058	12	Orange Grove North Lane 12
3145	10	Windy Ridge South Lane 10
3145	11	Windy Ridge South Lane 11
3145	12	Windy Ridge South Lane 12
3145	13	Windy Ridge South Lane 13
3150	10	Windy Ridge North Lane 10
3150	11	Windy Ridge North Lane 11
3150	12	Windy Ridge North Lane 12

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Plaza	Lane	Statement Description (22-character limit)
3150	13	Windy Ridge North Lane 13
3482	01	Irvine Blvd. - West SB On Lane 1
3482	02	Irvine Blvd. - West SB On Lane 2
3486	02	Irvine Blvd. - West NB Off Lane 2
3490	01	Irvine Blvd. - West NB On - Lane 1
3490	11	Irvine Ranch North Lane 11
3490	12	Irvine Ranch North- Lane 12
3491	01	Portola Parkway West SB On - Lane 1
3491	11	Irvine Ranch South- Lane 11
3491	12	Irvine Ranch South- Lane 12
3497	02	Portola Parkway West NB On - Lane 2
3498	02	Portola Parkway West Off - Lane 2
4001	01	91E 55-Co. Line L#1
4001	02	91E 55-Co. Line L#2
4001	03	91E 55-Co. Line L#3
4002	01	91W Co. Line-55 L#1
4002	02	91W Co. Line-55 L#2
4002	03	91W Co. Line-55 L#
4010	01	GG Bridge - Lane 1
4010	02	GG Bridge - Lane 2
4010	03	GG Bridge - Lane 3
4010	04	GG Bridge - Lane 4
4010	05	GG Bridge - Lane 5
4010	06	GG Bridge - Lane 6
4010	07	GG Bridge - Lane 7
4010	08	GG Bridge - Lane 8
4010	09	GG Bridge - Lane 9
4010	10	GG Bridge - Lane 10
4010	11	GG Bridge - Lane 11
4010	12	GG Bridge - Lane 12
4020	1	91E Co. Line-McKinley L#1
4020	2	91E Co. Line-McKinley L#2
4020	3	91E Co. Line-McKinley L#3
4021	1	91W McKinley-Co. Line L#1
4021	2	91W McKinley-Co. Line L#2
4021	3	91W McKinley-Co. Line L#3
4022		15S
4023		15N
4024	1	91E Co. Line-15S L#1
4024	2	91E Co. Line-15S L#2
4024	3	91E Co. Line-15S L#3
4025	1	91W 15N - Co. Line L#1
4025	2	91W 15N - Co. Line L#2
4025	3	91W 15N - Co. Line L#3
4100	1	15S SR60/Sixth
4100	2	15S SR60/Sixth
4101	1	15S Limonite/Second
4101	2	15S Limonite/Second
4102	1	15S Sixth/Ontario
4102	2	15S Sixth/Ontario
4103	1	15S Magnolia/Cajalco
4103	2	15S Magnolia/Cajalco
4150	1	15N Cajalco/Magnolia
4150	2	15N Cajalco/Magnolia
4151	1	15N Ontario/Sixth
4151	2	15N Ontario/Sixth

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Plaza	Lane	Statement Description (22-character limit)
4152	1	15N Second/Limonite
4152	2	15N Second/Limonite
4153	1	15N Sixth/SR60
4153	2	15N Sixth/SR60
5010	01	I-680 South Andrade
5011	01	I-680 South Washington
5012	01	I-680 South Mission
5013	01	I-680 South Calaveras
5020	01	I-680 SB SR238
5021	01	I-680 SB SR262
5022	01	I-680 SB SR237
5030	21	I-680 NB SR238
5031	21	I-680 NB SR84
5050	21	580 N First Zone WB
5051	21	580 Livermore Zone WB
5052	21	580 Isabel Zone WB
5053	21	580 Airway Zone WB
5054	21	580 Fallon Zone WB
5055	21	580 Santa Rita Zone WB
5056	21	580 Hacienda Zone WB
5057	21	580 San Ramon Zone WB
5070	01	580 Airway Zone 1 EB
5070	02	580 Airway Zone 1 EB
5071	01	580 Airway Zone 2 EB
5071	02	580 Airway Zone 2 EB
5072	01	580 Isabel Zone EB
5072	02	580 Isabel Zone EB
5073	01	580 Livermore Zone EB
5073	02	580 Livermore Zone EB
5074	01	580 N First Zone EB
5074	02	580 N First Zone EB
5075	01	580 Vasco Zone EB
5075	02	580 Vasco Zone EB
5076	01	580 Greenville Zone EB
5076	02	580 Greenville Zone EB
5110	01	SR 237/I-880 Connector WB
5111	01	SR 237 Zanker WB
5112	01	SR 237 N. First WB
5113	01	SR 237 Great America WB
5114	01	SR 237 Mathilda EB
5115	01	SR 237 Lawrence EB
5116	01	SR 237 Great America EB
5117	01	SR 237 N. First EB
5210	01	680 Crow Canyon Zone SB
5211	01	680 Alcosta Zone SB
5212	01	680 Crow Canyon Zone NB
5213	01	680 Livorna Zone NB
5310	01	I-880 Davis SB
5311	01	I-880 Hesperian SB
5312	01	I-880 SR92 SB
5313	01	I-880 Industrial SB
5314	01	I-880 Alvarado SB
5315	01	I-880 Mowry SB
5316	01	I-880 Mission SB
5317	01	I-880 Mission NB
5318	01	I-880 Auto Mall NB

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Plaza	Lane	Statement Description (22-character limit)
5319	01	I-880 Thornton NB
5320	01	I-880 Alvarado NB
5321	01	I-880 SR92 NB
6000	01	110NB HGTC To Rosecrans
6001	01	110NB HGTC To I-105
6002	01	110NB HGTC To Slauson
6003	01	110NB HGTC To 39th
6004	01	110NB HGTC To Adams
6005	01	110NB Rosecrans To I-105
6006	01	110NB Rosecrans To Slauson
6007	01	110NB Rosecrans To 39th
6008	01	110NB Rosecrans To Adams
6009	01	110NB I-105 To Slauson
6010	01	110NB I-105 To 39th
6011	01	110NB I-105 to Adams
6012	01	110NB 39th to Adams
6013	01	110NB Slauson to 39th
6014	01	110NB Slauson to Adams
6100	01	110SB Adams to Jefferson
6101	01	110SB Adams to Manchester
6102	01	110SB Adams to Century
6103	01	110SB Adams to I-105
6104	01	110SB Adams to El Segundo
6105	01	110SB Adams to HGTC
6106	01	110SB Jefferson to Manchester
6107	01	110SB Jefferson to Century
6108	01	110SB Jefferson to I-105
6109	01	110SB Jefferson to El Segundo
6110	01	110SB Jefferson to HGTC
6111	01	110SB 39th to Manchester
6112	01	110SB 39th to Century
6113	01	110SB 39th to I-105
6114	01	110SB 39th to El Segundo
6115	01	110SB 39th to HGTC
6116	01	110SB Manchester to Century
6117	01	110SB Manchester to I-105
6118	01	110SB Manchester to El Segundo
6119	01	110SB Manchester to HGTC
6120	01	110SB Century to I-105
6121	01	110SB Century to El Segundo
6122	01	110SB Century to HGTC
6123	01	110SB I-105 to El Segundo
6124	01	110SB I-105 to HGTC
6125	01	110SB El Segundo to HGTC
6200	01	10EB Alameda to I-710
6201	01	10EB Alameda to Atlantic
6202	01	10EB Alameda to Del Mar
6203	01	10EB Alameda to Baldwin
6204	01	10EB Alameda to I-605
6205	01	10EB I-710 to Atlantic
6206	01	10EB I-710 to Del Mar
6207	01	10EB I-710 to Baldwin
6208	01	10EB I-710 to I-605
6209	01	10EB Atlantic to Del Mar
6210	01	10EB Atlantic to Baldwin
6211	01	10EB Atlantic to I-605

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Plaza	Lane	Statement Description (22-character limit)
6212	01	10EB Del Mar to Baldwin
6213	01	10EB Del Mar to I-605
6214	01	10EB Baldwin to I-605
6301	01	10WB I-605 to Fremont
6302	01	10WB I-605 to I-710
6303	01	10WB I-605 to Alameda
6304	01	10WB Del Mar to Atlantic
6305	01	10WB Del Mar to I-710
6306	01	10WB Del Mar to Alameda
6307	01	10WB Fremont to I-710
6308	01	10WB Fremont to US-101
6309	01	10WB Fremont to Alameda
6310	01	10WB Del Mar to US-101
6311	01	10WB I-605 to US-101
8016	01	I-15/SR 163 Interchange
8017	01	I-15 Access
8018	01	Ammo Rd NB Entry
8019	01	Miramar Way NB
8019	02	Miramar Way NB
8019	03	Miramar Way NB
8019	98	Miramar Way NB
8020	01	Miramar Rd NB Entry
8021	01	Mira Mesa BI NB Entry
8022	01	Mira Mesa BI NB
8022	02	Mira Mesa BI NB
8022	03	Mira Mesa BI NB
8022	98	Mira Mesa BI NB
8023	01	Poway Rd NB
8023	02	Poway Rd NB
8023	03	Poway Rd NB
8023	98	Poway Rd NB
8024	01	SR 56 NB Exit
8024	02	SR 56 NB Exit
8024	98	SR 56 NB Exit
8025	01	Sabre Springs Transit
8025	02	Sabre Springs Transit
8026	01	SR 56 NB Entry
8027	01	Carmel Mountain Rd NB
8027	02	Carmel Mountain Rd NB
8027	03	Carmel Mountain Rd NB
8027	98	Carmel Mountain Rd NB
8028	01	Camino del Norte NB
8029	01	Bernardo Center Dr NB
8029	02	Bernardo Center Dr NB
8029	03	Bernardo Center Dr NB
8029	04	Bernardo Center Dr NB
8029	98	Bernardo Center Dr NB
8030	01	Duenda Rd NB Entry
8031	01	Via Rancho Pkwy NB
8031	02	Via Rancho Pkwy NB
8031	03	Via Rancho Pkwy NB
8031	98	Via Rancho Pkwy NB
8032	01	Del Lago NB Exit
8033	01	Del Lago NB Entry
8034	01	Centre City NB Entry
8035	01	Centre City Pkwy NB

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Plaza	Lane	Statement Description (22-character limit)
8035	02	Centre City Pkwy NB
8035	98	Centre City Pkwy NB
8036	01	Felicita Rd NB
8036	02	Felicita Rd NB
8036	98	Felicita Rd NB
8037	01	Hale Ave NB Exit
8039	01	SR 78/I-15 Interchange
8040	01	Hale Ave SB Entry
8041	01	Felicita Rd SB
8041	02	Felicita Rd SB
8041	99	Felicita Rd SB
8042	01	9th Ave SB Entry
8044	01	Del Lago SB Exit
8045	01	Del Lago SB Entry
8046	01	Via Rancho Pkwy SB
8046	02	Via Rancho Pkwy SB
8046	03	Via Rancho Pkwy SB
8046	99	Via Rancho Pkwy SB
8047	01	Duenda Rd SB Entry
8048	01	Rancho Bernardo Transit
8048	02	Rancho Bernardo Transit
8048	03	Rancho Bernardo Transit
8048	04	Rancho Bernardo Transit
8048	05	Rancho Bernardo Transit
8049	01	Bernardo Center Dr SB
8049	02	Bernardo Center Dr SB
8049	03	Bernardo Center Dr SB
8049	99	Bernardo Center Dr SB
8050	01	Camino del Norte SB
8051	01	Carmel Mountain Rd SB
8051	02	Carmel Mountain Rd SB
8051	03	Carmel Mountain Rd SB
8051	99	Carmel Mountain Rd SB
8052	01	SR 56 SB Entry
8052	02	SR 56 SB Entry
8052	03	SR 56 SB Entry
8053	01	Poway Rd SB
8053	02	Poway Rd SB
8053	03	Poway Rd SB
8053	04	Poway Rd SB
8053	99	Poway Rd SB
8054	01	Poway Rd SB Entry
8055	01	Mercy Rd SB
8055	02	Mercy Rd SB
8055	03	Mercy Rd SB
8055	99	Mercy Rd SB
8056	01	Mercy Rd – 1 SB Entry
8057	01	Mercy Rd – 2 SB Entry
8058	01	Mira Mesa Transit
8058	02	Mira Mesa Transit
8059	01	Miramar Rd SB
8059	02	Miramar Rd SB
8059	03	Miramar Rd SB
8059	99	Miramar Rd SB
8060	01	Miramar Rd SB Entry
8061	01	Miramar Way SB

Technical Specification for Interagency Electronic Data Interchange

Plaza	Lane	Statement Description (22-character limit)
8061	02	Miramar Way SB
8061	03	Miramar Way SB
8061	99	Miramar Way SB
9001	01	SR-54 NB Exit
9001	02	SR-54 NB Exit
9001	98	SR-54 NB Exit
9002	01	San Miguel Rch NB On
9002	02	San Miguel Rch NB On
9003	01	East H NB On
9003	02	East H NB On
9003	03	East H NB On
9003	04	East H NB On
9003	05	East H NB Off
9003	98	East H NB Off
9004	01	Otay Lks Rd NB On
9004	02	Otay Lks Rd NB On
9004	03	Otay Lks Rd NB On
9004	04	Otay Lks Rd NB On
9004	05	Otay Lks Rd NB Off
9004	98	Otay Lks Rd NB Off
9005	01	Olymp Pkwy NB On
9005	02	Olymp Pkwy NB On
9005	03	Olymp Pkwy NB On
9005	04	Olymp Pkwy NB On
9005	05	Olymp Pkwy NB Off
9005	98	Olymp Pkwy NB Off
9006	01	Birch Rd NB On
9006	02	Birch Rd NB On
9006	03	Birch Rd NB On
9006	04	Birch Rd NB On
9006	05	Birch Rd NB Off
9006	98	Birch Rd NB Off
9010	01	Otay Toll Plz NB Entry
9010	02	Otay Toll Plz NB Entry
9010	03	Otay Toll Plz NB Entry
9010	04	Otay Toll Plz NB Entry
9010	05	Otay Toll Plz NB Entry
9011	01	SR-54 SB Entry
9011	02	SR-54 SB Entry
9011	99	SR-54 SB Entry
9012	01	San Miguel Rch SB Off
9012	02	San Miguel Rch SB Off
9013	01	East H SB Off
9013	02	East H SB Off
9013	03	East H SB On
9013	04	East H SB On
9013	99	East H SB On
9014	01	Otay Lks Rd SB Off
9014	02	Otay Lks Rd SB Off
9014	03	Otay Lks Rd SB On
9014	04	Otay Lks Rd SB On
9014	99	Otay Lks Rd SB On
9015	01	Olymp Pkwy SB Off
9015	02	Olymp Pkwy SB Off
9015	03	Olymp Pkwy SB On
9015	04	Olymp Pkwy SB On

Technical Specification for Interagency Electronic Data Interchange

Plaza	Lane	Statement Description (22-character limit)
9015	99	Olymp Pkwy SB On
9016	01	Birch Rd SB Off
9016	02	Birch Rd SB Off
9016	03	Birch Rd SB On
9016	04	Birch Rd SB On
9016	99	Birch Rd SB On
9020	01	Otay Toll Plz SB Exit
9020	02	Otay Toll Plz SB Exit
9020	03	Otay Toll Plz SB Exit
9020	04	Otay Toll Plz SB Exit
9020	05	Otay Toll Plz SB Exit

Note: 4001-4009 Reserved for OCTA
 4020-5000 Reserved for RCTC
 5000-5999 Reserved for Bay Area Express Lane Network
 6000-6999 Reserved for LA Metro

Technical Specification for Interagency Electronic Data Interchange

APPENDIX B: TITLE 21 DEFINITION

Narrative

In 1990, the California State legislature directed the California Department of Transportation (Caltrans) to develop specifications for an Automatic Vehicle Identification (AVI) system such that a vehicle owner would not have to install more than one device to use toll facilities statewide.

Caltrans developed open compatibility specifications for a two-way communications protocol for AVI including an initial set of Transaction Record Type codes that were mandated for statewide Electronic Toll Collection (ETC) use. This standard was Chaptered into the California Code of Regulations in 1992 as Title 21, Chapter 16, Articles 1 through 4, and is commonly referred to as "Title 21".

The Title 21 standard envisioned more complex Transaction Record Type codes being developed for both ETC and other new applications. To maintain the growth of Title 21 it was specified that Caltrans shall function as the standards monitoring authority to authorize the use of new record types and to assign record type numbers to newly authorized records.

After Title 21 was Chaptered, the 32-bit Transponder ID field within the specification was further defined, primarily to identify the facility and patron that was conducting the electronic transaction. Numerous additional Transaction Record Type Codes were also approved involving lane specific, data transfer and manufacturer specific information.

Both of these Caltrans documents are considered "living" because as the system expands and evolves changes to them will be required.

Contact Caltrans' Traffic Operations office in Sacramento for the latest version of these documents, or to request new Transaction Record Type codes.

CALIFORNIA'S DEFINITION FOR TITLE 21'S 32-BIT TRANSPONDER ID NUMBER FIELD¹

In the State of California, the 32-bit Transponder ID Number Field specified in the Title 21 standard has been further subdivided into three data fields to represent Tag Type, Facility Code, and Internal Tag ID. These fields are currently defined as follows in Table 32.

¹ California Department of Transportation, Ver 34, September 9, 2019. Contact Caltrans for most current version.

Technical Specification for Interagency Electronic Data Interchange

Table 32 Title 21's 32-bit Transponder ID number field

32-Bit Transponder ID Number Field		
<i>Tag Type</i>	<i>Facility Code</i>	<i>Internal Tag ID</i>
4 Bits	18 Bits	10 Bits
16 Possibilities	262,144 Possibilities	1,024 Possibilities
Most Significant Bit		Least Significant Bit

Tag Type

A 4-bit field currently established to differentiate California's transponder from transponders that originate from agencies external to the state. In the future, the unassigned bits could be used to recommend a unique North American agency numbering scheme, or to further describe the operational behavior of the transponder. The 4-bit field is defined in decimal notation as follows:

- 0- California SOV.
- 2- Existing Out of State
- 4- California HOV2
- 8- California HOV3+
- 1, 3, 9-15 - Unassigned. Available for a future use.

Facility Code

An 18-bit field used to identify the facility or entity conducting business. Facility Code ranges are assigned based upon the number of transponders projected to be utilized. The 18-bit field is defined in decimal notation as shown in the two tables below. Table 33 is for non-switchable transponder tags and Table 34 is for switchable transponder tags.

Table 33 Facility codes for non-switchable transponders

Non-Switchable Transponder Tags Facility Codes (Tag Type 0)		
<i>Agency</i>	<i>Facility Codes Assigned</i>	<i>No. of Transponders</i>
State of California	0 – 75,000	76,801,024
Facility Codes 75,001 thru 125,000 are reserved for Switchable Transponder Tags. See Table 2 below		
Sacramento County Dept. of Airports	125,001 – 125,020	20,480
TCA	129,314 – 132,094	2,847,744
SR-91	132,096 – 132,990	916,480
SANDAG I-15	132,992 – 133,001	10,240
Golden Gate Bridge	133,015 – 133,407	402,432
SANDAG/SBX	134,583 – 134,876	301,056

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Non-Switchable Transponder Tags Facility Codes (Tag Type 0)		
Agency	Facility Codes Assigned	No. of Transponders
Port of Oakland	140,000 – 140,001	2,048
LA World Airports	141,000 – 141,052	54,272
BATA	145,000 – 148,928	4,023,296
SENTRI	184,876 – 185,022	150,528
TCA (Multiprotocol Tags)	186,000 – 186,600	615,424
SANDAG I-15	258,960 – 259,100	144,384
Caltrans ATCAS	260,096 – 262,136	2,089,948

Table 34 Facility code for switchable transponders

Switchable Transponder Tags Facility Codes (Tag Type 0, 4, 8)²		
Agency	Facility Codes Assigned	No. of Transponders
LA MTA	75,001 – 76,955	2,001,920
TCA	80,000 – 80,978	1,002,496
SR-91	81,000 – 81,366	375,808
SANDAG/SBX	83,000 – 83,009	10,240
BATA	90,000 – 93,907	4,001,792
TCA	100,000 – 100,150	154,624

Note: Switchable Transponder Tags have Facility Codes ranging from 75,001 to 125,000

Internal Tag ID

A 10-bit field used to refer to the unique identification numbers that belongs to an assigned Facility Code. For each Facility Code, a block of 1,024 Internal Tag IDs will be assigned within the Transponder ID Number Field. Assignment of the Internal Tag IDs is the responsibility of the Facility Code Agency.

Title 21 Agencies Out-Of-State

Since the Title 21 standard is an open specification, there are other agencies outside of California that can also use interoperable transponders. These external agencies could inadvertently duplicate California’s transponder ID number field assignments and render them non-unique.

Table 35 is a listing of out-of-state Title 21 agencies that have contacted the California Department of Transportation to participate in California’s definition for the 32-bit

² Switchable transponders have Facility Code range from 75,001 to 125,000

Technical Specification for Interagency Electronic Data Interchange

Transponder ID Number field. Please note that this listing does not ensure that the assignments are unique, as they may have been duplicated by another agency outside of California.

Table 35 Title 21 Transponder IDs for out of state agencies

32-bit Transponder ID Number Field Definition for Title 21 Agencies Out-of-State			
Agency	Tag Type	Facility Codes Assigned	No. of Transponders
Colorado E-470 Public Highway Authority	2	0 – 9,766	10,001,408
Denver International Airport	2	10,000 – 10,029	30,720
Golden Ears Bridge, Vancouver, Canada	2	15,000 – 16,000	1,025,024

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APPENDIX C: SUB TYPE DEFINITIONS FOR TAG RECORD FILE

C.1 Subtype - A

Field Character	Description	Used By
N	Sub type Not Used	All Agencies

C.2 Subtype - B

Field Character	Description	Used By
N	Sub type Not Used	All Agencies

C.3 Subtype - C

Field Character	Description	Used By
N	Sub type Not Used	All Agencies

APPENDIX D: LICENSE PLATE DATE LOGIC

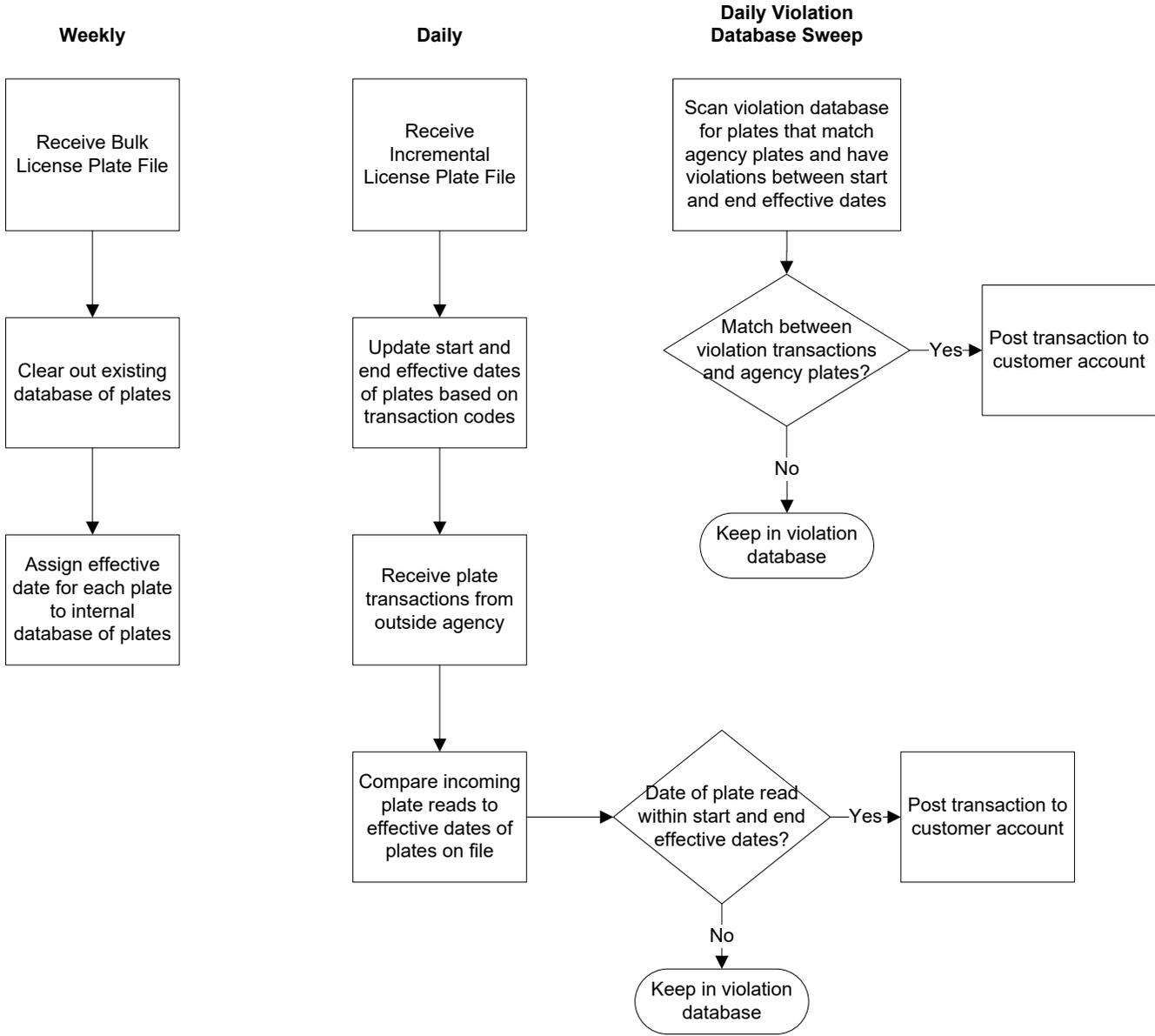


Figure 10 License plate date logic

APPENDIX E: VIOLATION ENFORCEMENT VIA PLATE READS

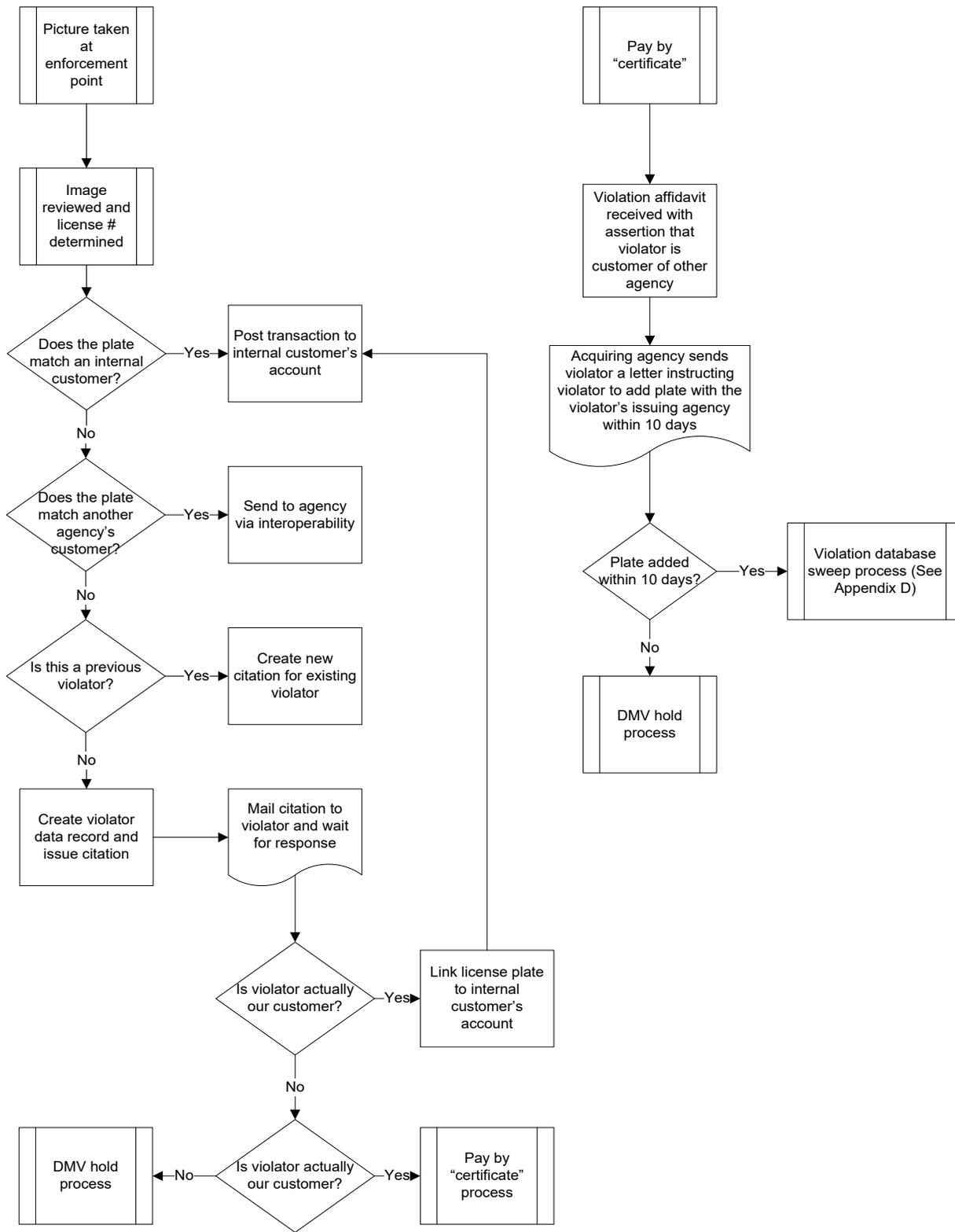


Figure 11 Violation enforcement via plate reads

APPENDIX F: 6C PROTOCOL

- 1) California toll operators are responsible to adhere to the Caltrans 6C Standard with, at minimum, the version below:

“California 6C Electronic Toll Collection Standard Version 1.0” dated May 5, 2017”

- 2) Western Region operators outside of California are responsible to adhere to the Caltrans 6C Standard with, at minimum, the version below:

“6C Coalition 6C AVI Standard Version 3.2” dated December 13, 2019”

Attachment B: I-405 Annual Transaction Forecast

The forecasted transaction volumes provided are estimates based on the best available information and are not guaranteed to be accurate. The Offeror's pricing is a mix of fixed and variable costs designed to adjust to the actual traffic, violations, and customer service center volumes.

I-405

Annual Transaction Forecast – I-405

2023-2032

Year	Total Tx	Tolled Tx	Declared HOV Tx	Declared HOV %	Transponder Not Read Tx	Transponder Not Read %
2023	71,010,000	27,744,000	43,266,000	60.9%	25,564,000	36.0%
2024	83,744,000	34,141,000	49,603,000	59.2%	27,636,000	33.0%
2025	108,839,000	47,903,000	60,936,000	56.0%	32,652,000	30.0%
2026	122,246,000	55,538,000	66,708,000	54.6%	36,674,000	30.0%
2027	101,930,000	71,124,000	30,806,000	30.2%	30,579,000	30.0%
2028	106,162,000	73,493,000	32,669,000	30.8%	31,849,000	30.0%
2029	110,513,000	75,889,000	34,624,000	31.3%	33,154,000	30.0%
2030	112,181,000	76,404,000	35,777,000	31.9%	33,654,000	30.0%
2031	113,889,000	76,920,000	36,969,000	32.5%	34,167,000	30.0%
2032	115,640,000	77,440,000	38,200,000	33.0%	34,692,000	30.0%

Attachment C: Sample Reports

Sample Monthly Status Report

Sample 91 EL Monthly Status Report

Note: Some data has been redacted

Attached is the 91 Express Lanes Monthly Status Report for November 2018; OCTA and RCTC Fiscal Year 2018-19

The following information is provided in this report:

1. EXECUTIVE SUMMARY

- 1.1a OCTA
- 1.1b RCTC

2. OPERATIONS

2.1 OCTA Traffic and Revenue

- 2.1a Current Month-to-Date as of November 30, 2018
- 2.1b Fiscal Year 2018-19 To-Date as of November 30, 2018
- 2.1c Weekday Peak-hour Volume for November 2018
- 2.1d Violation Collection

2.2 RCTC Traffic and Revenue

- 2.2a Current Month-to-Date as of November 30, 2018
- 2.2b Fiscal Year 2018-19 To-Date as of November 30, 2018
- 2.2c Eastbound Peak-hour Volume for November 2018
- 2.2d Westbound Peak-hour Volume for November 2018
- 2.2e Violation Collection

2.3 Multi Agency Trip and Revenue Statistics

2.4 Customer Service and Violation Processing

- 2.4a Performance Measures
- 2.4b Incoming Call Activity
- 2.4c Transponder Distribution
- 2.4d Transponder Inventory
- 2.4e Incoming Email Activity
- 2.4f Congestion-related Complaints

2.5 Operations Highlights

- 2.5a On-road Operations
- 2.5b Caltrans Projects in 91 Corridor
- 2.5c IT
- 2.5d ETTM
- 2.5e Finance and Administration

3. PROJECTS UPDATE

- 3.1 Telephone System
- 3.2 Camera System

4. STAFFING

5. ATTACHMENTS

- OCTA
- RCTC
- Combined Agencies

91 EXPRESS LANES MONTHLY STATUS REPORT

November 2018

OCTA/RCTC FISCAL YEAR 2018-19

1. EXECUTIVE SUMMARY

1.1a OCTA

The 2018-19 fiscal year-to-date traffic volume is 6.5% higher than the same period last year. The 2018-19 fiscal year-to-date potential revenue is 6.5% higher than the same period last year.

During November 2018, peak-hour eastbound traffic volumes met or exceeded 90% of defined capacity 19 times, with Friday, November 30th during the 2:00 p.m. hour having the highest volume at 103% as reflected in Chart 2.1c. As demonstrated in the same chart, westbound peak-hour traffic volumes top out at 78% of defined capacity. Average revenue per-trip for the month of November 2018 is \$3.01.

1.1b RCTC

The 2018-19 fiscal year-to-date traffic volume is 6.0% higher than the same period last year. The 2018-19 fiscal year-to-date potential revenue is 25.4% higher than the same period last year.

During November 2018, peak-hour eastbound traffic volumes exceeded the current level of service 75 times and are potentially available for a toll increase as seen in Chart 2.2c. As demonstrated in Chart 2.2d, westbound peak-hour traffic volumes met or exceeded the level of service 69 times and are potentially available for a toll increase. Average revenue per-trip for the month of November 2018 is \$3.62.

2. OPERATIONS

2.1 OCTA – Traffic and Revenue

Total traffic volume on the 91 Express Lanes for November 2018 was 1,415,344; this represents a 30-day average of 47,178 vehicles per day and a 6.0% decrease from the previous month's total traffic volume of 1,505,256. Potential toll revenue for November was \$4,255,226. This represents a 30-day average of \$141,841 and a 6.6% decrease from the previous month's potential revenue of \$4,557,905. Carpool percentage for November was 26.6%, which is up from the previous month's rate of 24.6%.

Month-to-date and year-to-date traffic and revenue data are summarized in the tables below.

The following trip and revenue statistics tables represent all trips taken on the 91 Express Lanes and associated potential revenue.

91 Express Lanes November 2018 Status Report
Issued December 14, 2018

2.1a OCTA Current Month-to-Date as of November 30, 2018

(FY 2018-19 data is for the corresponding month in that fiscal year.)

Trips	Nov-18 MTD Actual	Stantec MTD Projected	# Variance	% Variance	Nov-17 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	1,038,190	1,062,440	(24,250)	(2.3%)	1,003,409	3.5%
3+ Lanes	377,154	320,996	56,158	17.5%	338,015	11.6%
Total Gross Trips	1,415,344	1,383,436	31,908	2.3%	1,341,424	5.5%
Revenue						
Full Toll Lanes	\$4,186,694	\$4,254,542	(\$67,848)	(1.6%)	\$3,962,952	5.6%
3+ Lanes	\$68,532	\$81,164	(\$3,742)	(4.6%)	\$66,471	16.5%
Total Gross Revenue	\$4,255,226	\$4,335,707	(\$71,590)	(1.7%)	\$4,029,424	5.8%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.03	\$4.00	\$0.03	0.7%	\$3.95	2.1%
Average 3+ Lanes	\$0.21	\$0.25	(\$0.05)	(18.8%)	\$0.20	4.4%
Average Gross Revenue	\$3.01	\$3.13	(\$0.12)	(3.9%)	\$3.00	0.3%

Refer to Attachment A1 for Traffic and Potential Revenue 13-month history.

2.1b OCTA Fiscal Year 2018-19 to-Date as of November 30, 2018

(FY 2018-19 data is for the period July 1, 2018 through November 30, 2018; FY 2017-18 data is for the corresponding period in that fiscal year.)

Trips	FY 2018-19 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2017-18 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	5,453,910	5,531,356	(77,446)	(1.4%)	5,218,436	4.5%
3+ Lanes	1,934,417	1,677,904	256,513	15.3%	1,717,624	12.6%
Total Gross Trips	7,388,327	7,209,260	179,067	2.5%	6,936,060	6.5%
Revenue						
Full Toll Lanes	\$21,611,559	\$22,008,223	(\$87,630)	(0.4%)	\$20,297,571	6.5%
3+ Lanes	\$374,259	\$419,779	(\$9,724)	(2.3%)	\$355,554	5.3%
Total Gross Revenue	\$21,985,819	\$22,428,001	(\$97,354)	(0.4%)	\$20,653,125	6.5%
Average Revenue per Trip						
Average Full Toll Lanes	\$3.96	\$3.98	(\$0.02)	(0.4%)	\$3.89	1.9%
Average 3+ Lanes	\$0.19	\$0.25	(\$0.06)	(22.7%)	\$0.21	(6.5%)
Average Gross Revenue	\$2.98	\$3.11	(\$0.14)	(4.3%)	\$2.98	(0.1%)

91 Express Lanes November 2018 Status Report
Issued December 14, 2018

2.1c OCTA Weekday Peak Volume for the Month of November 2018

EASTBOUND PEAK-HOUR VOLUMES

PM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500													\$5.20	438	3,307	97%	\$5.35	533	3,395	100%
1500 - 1600													\$6.00	693	3,455	102%	\$9.65	733	2,841	84%
1600 - 1700													\$9.30	477	2,610	77%	\$9.45	493	2,735	80%
1700 - 1800													\$9.20	537	2,833	83%	\$6.90	547	2,896	85%
1800 - 1900													\$4.75	693	2,848	84%	\$6.40	755	2,946	87%
1900 - 2000													\$5.50	622	2,293	67%	\$5.95	692	2,388	70%

PM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	421	2,650	78%	\$5.05	432	3,030	89%	\$5.05	451	2,971	87%	\$5.20	464	3,234	95%	\$5.35	501	3,309	97%
1500 - 1600	\$5.40	664	3,077	91%	\$5.65	651	2,855	84%	\$6.25	639	3,276	96%	\$6.00	624	2,953	87%	\$9.65	675	2,606	77%
1600 - 1700	\$5.25	486	2,946	87%	\$5.50	445	2,939	86%	\$6.75	491	2,831	83%	\$9.30	462	2,473	73%	\$9.45	499	2,757	81%
1700 - 1800	\$5.20	621	3,165	93%	\$5.40	543	2,879	85%	\$6.90	504	2,519	74%	\$9.20	579	2,824	83%	\$6.90	619	2,856	84%
1800 - 1900	\$5.40	714	2,832	83%	\$3.85	735	3,102	91%	\$3.85	588	2,532	74%	\$4.75	702	2,787	82%	\$6.40	774	2,826	83%
1900 - 2000	\$3.75	517	2,041	60%	\$3.75	629	2,495	73%	\$3.75	407	1,590	47%	\$5.50	719	2,729	80%	\$5.95	656	2,246	66%

PM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	480	2,135	63%	\$5.05	432	2,814	83%	\$5.05	438	2,861	84%	\$5.20	454	3,224	95%	\$5.35	519	3,403	100%
1500 - 1600	\$5.40	669	2,789	82%	\$5.65	647	2,803	82%	\$6.25	616	3,095	91%	\$6.00	637	3,269	96%	\$9.65	692	2,669	79%
1600 - 1700	\$5.25	483	2,504	74%	\$5.50	450	2,856	84%	\$6.75	438	2,728	80%	\$9.30	446	2,524	74%	\$9.45	464	2,674	79%
1700 - 1800	\$5.20	590	2,491	73%	\$5.40	607	3,010	89%	\$6.90	490	2,592	76%	\$9.20	609	2,814	83%	\$6.90	564	2,806	83%
1800 - 1900	\$5.40	590	1,953	57%	\$3.85	710	3,035	89%	\$3.85	719	3,176	93%	\$4.75	704	2,976	88%	\$6.40	750	2,788	82%
1900 - 2000	\$3.75	467	1,417	42%	\$3.75	552	2,198	65%	\$3.75	641	2,515	74%	\$5.50	604	2,387	70%	\$5.95	734	2,581	76%

PM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	507	2,782	82%	\$5.05	613	3,166	93%	\$7.30	615	3,241	95%	\$5.20	748	1,809	53%	\$4.85	460	1,371	40%
1500 - 1600	\$5.40	660	2,981	88%	\$5.65	541	2,306	68%	\$8.35	619	2,676	79%	\$4.85	646	1,587	47%	\$4.85	449	1,319	39%
1600 - 1700	\$5.25	501	2,828	83%	\$5.50	516	2,758	81%	\$8.35	610	2,631	77%	\$4.85	693	1,549	46%	\$4.85	446	1,246	37%
1700 - 1800	\$5.20	589	2,873	85%	\$5.40	624	2,838	83%	\$8.35	646	2,479	73%	\$4.85	758	1,671	49%	\$4.85	423	1,154	34%
1800 - 1900	\$5.40	707	2,758	81%	\$3.85	705	2,851	84%	\$5.90	578	1,970	58%	\$5.20	742	1,522	45%	\$4.85	411	968	28%
1900 - 2000	\$3.75	582	1,998	59%	\$3.75	704	2,500	74%	\$5.65	525	1,617	48%	\$5.20	917	1,732	51%	\$4.85	386	835	25%

PM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	446	2,649	78%	\$5.05	439	2,955	87%	\$5.05	449	2,828	83%	\$5.20	382	2,755	81%	\$5.35	555	3,508	103%
1500 - 1600	\$5.40	646	3,037	89%	\$5.65	690	2,856	84%	\$6.25	687	3,246	95%	\$6.00	596	2,992	88%	\$9.65	697	2,643	78%
1600 - 1700	\$5.25	471	2,860	84%	\$5.50	463	2,960	87%	\$6.75	528	3,053	90%	\$9.30	381	2,236	66%	\$9.45	434	2,672	79%
1700 - 1800	\$5.20	609	2,910	86%	\$5.40	594	3,003	88%	\$6.90	530	2,666	78%	\$9.20	487	2,274	67%	\$6.90	620	2,844	84%
1800 - 1900	\$5.40	689	2,786	82%	\$3.85	713	2,962	87%	\$3.85	671	2,941	87%	\$4.75	623	2,542	75%	\$6.40	708	2,837	83%
1900 - 2000	\$3.75	447	1,732	51%	\$3.75	573	2,275	67%	\$3.75	716	2,797	82%	\$5.50	445	1,702	50%	\$5.95	659	2,263	67%

Refer to Attachment A3 for a history of Eastbound Weekday Peak-hour Volumes

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WESTBOUND PEAK-HOUR VOLUMES

AM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500													\$3.00	755	2,357	69%	\$3.00	678	1,960	58%
0500 - 0600													\$4.85	824	2,382	70%	\$4.60	739	2,419	71%
0600 - 0700													\$5.05	645	2,069	61%	\$4.85	602	1,924	57%
0700 - 0800													\$5.55	481	2,098	62%	\$5.40	452	1,830	54%
0800 - 0900													\$5.05	306	1,864	55%	\$4.85	308	1,709	50%
0900 - 1000													\$4.00	290	2,193	65%	\$4.00	294	1,601	47%

AM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	740	2,276	67%	\$3.00	792	2,470	73%	\$3.00	734	2,358	69%	\$3.00	746	2,281	67%	\$3.00	668	2,031	60%
0500 - 0600	\$4.85	881	2,464	72%	\$4.85	867	2,508	74%	\$4.85	845	2,376	70%	\$4.85	833	2,405	71%	\$4.60	774	2,379	70%
0600 - 0700	\$5.05	587	2,018	59%	\$5.05	596	2,174	64%	\$5.05	641	2,064	61%	\$5.05	697	2,174	64%	\$4.85	628	2,028	60%
0700 - 0800	\$5.55	512	2,186	64%	\$5.55	492	2,202	65%	\$5.55	506	2,262	67%	\$5.55	525	2,378	70%	\$5.40	427	1,794	53%
0800 - 0900	\$5.05	347	2,160	64%	\$5.05	325	2,138	63%	\$5.05	311	1,950	57%	\$5.05	322	2,038	60%	\$4.85	326	1,780	52%
0900 - 1000	\$4.00	314	2,096	62%	\$4.00	287	2,242	66%	\$4.00	301	2,040	60%	\$4.00	284	2,124	62%	\$4.00	274	1,601	47%

AM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	475	1,463	43%	\$3.00	782	2,399	71%	\$3.00	798	2,447	72%	\$3.00	795	2,391	70%	\$3.00	709	1,981	58%
0500 - 0600	\$4.85	525	1,579	46%	\$4.85	891	2,497	73%	\$4.85	816	2,377	70%	\$4.85	855	2,536	75%	\$4.60	763	2,467	73%
0600 - 0700	\$5.05	331	1,246	37%	\$5.05	617	2,052	60%	\$5.05	636	2,166	64%	\$5.05	588	2,133	63%	\$4.85	585	1,959	58%
0700 - 0800	\$5.55	292	1,207	36%	\$5.55	514	2,146	63%	\$5.55	471	2,193	65%	\$5.55	502	2,167	64%	\$5.40	406	1,803	53%
0800 - 0900	\$5.05	283	1,245	37%	\$5.05	332	2,149	63%	\$5.05	322	1,941	57%	\$5.05	372	2,027	60%	\$4.85	312	1,734	51%
0900 - 1000	\$4.00	453	1,944	57%	\$4.00	326	2,158	63%	\$4.00	287	1,961	58%	\$4.00	319	2,135	63%	\$4.00	280	1,731	51%

AM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	774	2,493	73%	\$3.00	766	2,377	70%	\$3.00	722	1,959	58%	\$1.65	56	110	3%	\$1.65	92	219	6%
0500 - 0600	\$4.85	853	2,479	73%	\$4.85	904	2,551	75%	\$5.05	785	2,356	69%	\$1.65	54	147	4%	\$1.65	133	362	11%
0600 - 0700	\$5.05	525	2,021	59%	\$5.05	479	1,895	56%	\$5.20	450	1,826	54%	\$1.65	49	159	5%	\$2.45	135	434	13%
0700 - 0800	\$5.55	456	2,037	60%	\$5.55	429	1,849	54%	\$5.65	401	1,595	47%	\$1.65	84	240	7%	\$3.00	131	457	13%
0800 - 0900	\$5.05	422	2,121	62%	\$5.05	407	1,938	57%	\$5.65	337	1,662	49%	\$1.65	154	403	12%	\$3.00	156	614	18%
0900 - 1000	\$4.00	425	2,082	61%	\$4.00	401	2,041	60%	\$5.20	355	1,403	41%	\$2.45	320	701	21%	\$3.75	331	953	28%

AM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	838	2,577	76%	\$3.00	796	2,418	71%	\$3.00	787	2,470	73%	\$3.00	752	2,329	69%	\$3.00	698	2,031	60%
0500 - 0600	\$4.85	895	2,522	74%	\$4.85	975	2,635	78%	\$4.85	844	2,408	71%	\$4.85	793	2,391	70%	\$4.60	766	2,363	70%
0600 - 0700	\$5.05	597	2,056	60%	\$5.05	575	1,999	59%	\$5.05	630	2,097	62%	\$5.05	590	1,989	59%	\$4.85	591	1,919	56%
0700 - 0800	\$5.55	453	1,960	58%	\$5.55	500	2,149	63%	\$5.55	510	2,205	65%	\$5.55	428	1,859	55%	\$5.40	412	1,805	53%
0800 - 0900	\$5.05	360	2,007	59%	\$5.05	346	2,229	66%	\$5.05	371	2,146	63%	\$5.05	307	1,874	55%	\$4.85	311	1,867	55%
0900 - 1000	\$4.00	314	1,974	58%	\$4.00	305	2,149	63%	\$4.00	290	2,199	65%	\$4.00	273	1,839	54%	\$4.00	261	1,611	47%

2.1d OCTA Violation Collection

“Customers” are FasTrak account holders with any FasTrak toll facility in California; “Non-customer Violations” are considered true violators who travel the 91 Express Lanes without a valid FasTrak account.

COLLECTION EFFORTS	November-18		Q2 To-Date		FY 2018-19 To-Date	
	Records	Recovered	Records	Recovered	Records	Recovered
COFIROUTE RECOVERED						
Customer Violations	20,056	78,270	44,513	167,769	112,393	421,412
Non-customer Violations	7,518	203,323	16,344	439,525	43,582	1,160,477
Cofiroute Collection Totals:	27,574	\$ 281,593	60,857	\$ 607,294	155,975	\$ 1,581,889
COLLECTION AGENCY RECOVERED						
Unresolved Customer Acct Collections	71	5,143	122	8,949	289	21,952
Unresolved Non-customer Violations	1,556	136,566	3,049	271,506	6,451	566,011
Judgments	147	20,889	282	41,810	698	94,216
*Tax Intercept	107	13,086	597	69,353	1,229	146,282
*Lottery Intercept	16	913	52	3,124	92	6,664
Collection Agency Totals:	1,897	\$ 176,597	4,102	\$ 394,742	8,759	835,125
TOTAL COLLECTION:	29,471	\$ 458,190	64,959	\$ 1,002,036	164,734	\$ 2,417,014

*Note: Data is based on activity month when collected. Additional data may be received after the date of this report.

2.2 RCTC – Traffic and Revenue

Total traffic volume on the 91 Express Lanes for November 2018 was 1,226,885; this represents a 30-day average of 40,896 vehicles per day and a 6.5% decrease from the previous month’s total traffic volume of 1,311,938. Potential toll revenue for November was \$4,440,392. This represents a 30-day average of \$148,013 and a 9.6% decrease from the previous month’s potential revenue of \$4,913,634. Carpool percentage for November was 24.4%, which is up from the previous month’s rate of 22.7%.

Month-to-date and year-to-date traffic and revenue data are summarized in the tables below. The following trip and revenue statistics tables represent all trips taken on the 91 Express Lanes and associated potential revenue.

2.2a RCTC Current Month-to-Date as of November 30, 2018

(FY 2018-19 data is for the corresponding month in that fiscal year.)

	NOV-18 MTD Actual	Stantec MTD Projected	# Variance	% Variance	Nov-17 MTD Actual	Yr-to-Yr % Variance
Trips						
Full Toll Lanes	927,903	624,457	303,446	48.6%	915,744	1.3%
3+ Lanes	298,982	226,329	72,653	32.1%	258,159	15.8%
Total Gross Trips	1,226,885	850,786	376,099	44.2%	1,173,903	4.5%
Revenue						
Full Toll Lanes	\$4,408,880	\$1,856,172	\$2,552,708	137.5%	\$3,701,519	19.1%
3+ Lanes	\$31,512	\$0	\$31,512		\$28,277	11.4%
Total Gross Revenue	\$4,440,392	\$1,856,172	\$2,584,220	139.2%	\$3,729,796	19.1%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.75	\$2.97	\$1.78	59.9%	\$4.04	17.6%
Average 3+ Lanes	\$0.11	\$0.00	\$0.11		\$0.11	0.0%
Average Gross Revenue	\$3.62	\$2.18	\$1.44	66.1%	\$3.18	13.8%

Refer to Attachment B1 for Traffic and Potential Revenue history.

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2.2b RCTC Fiscal Year 2018-19 to-Date as of November 30, 2018

(FY 2018-19 data is for the period July 1, 2018 through November 30, 2018; FY 2017-18 data is for the corresponding period in that fiscal year.)

	FY 2018-19	Stantec			FY 2017-18	Yr-to-Yr
Trips	YTD	YTD	#	%	YTD	%
	Actual	Projected	Variance	Variance	Actual	Variance
Full Toll Lanes	4,886,478	3,116,014	1,770,464	56.8%	4,772,629	2.4%
3+ Lanes	1,541,321	1,084,343	456,978	42.1%	1,293,049	19.2%
Total Gross Trips	6,427,799	4,200,357	2,227,442	53.0%	6,065,678	6.0%
Revenue						
Full Toll Lanes	\$22,910,249	\$9,342,729	\$13,567,520	145.2%	\$18,257,926	25.5%
3+ Lanes	\$174,164	\$0	\$174,164		\$153,280	13.6%
Total Gross Revenue	\$23,084,413	\$9,342,729	\$13,741,684	147.1%	\$18,411,206	25.4%
Average Revenue per Trip						
Average Full Toll Lanes	\$4.69	\$3.00	\$1.69	56.3%	\$3.83	22.5%
Average 3+ Lanes	\$0.11	\$0.00	\$0.11		\$0.12	(8.3%)
Average Gross Revenue	\$3.59	\$2.22	\$1.37	61.7%	\$3.04	18.1%

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2.2c RCTC Eastbound Peak-hour Volume for November 2018

Refer to Attachment B3.1 and B3.2 for a history of Eastbound Peak-hour Volumes.

Eastbound PM Peak - County Line to McKinley

PM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18			
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS
1400 - 1500													\$7.55	229	1,269	1,498 E	\$16.40	332	1,197	1,529 E
1500 - 1600													\$9.60	341	1,016	1,357 D	\$16.40	364	934	1,298 D
1600 - 1700													\$8.55	196	786	982 C	\$11.40	233	901	1,134 C
1700 - 1800													\$3.95	248	923	1,171 C	\$7.40	246	973	1,219 D
1800 - 1900													\$3.95	304	888	1,192 C	\$5.05	311	958	1,269 D
1900 - 2000													\$4.05	274	691	965 C	\$3.95	333	879	1,212 D

PM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18			
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS
1400 - 1500	\$4.05	240	1,012	1,252 E	\$5.15	227	1,093	1,320 F	\$5.15	259	1,139	1,398 F	\$7.55	256	1,275	1,531 F	\$16.40	321	1,196	1,517 F
1500 - 1600	\$5.05	358	982	1,340 F	\$5.15	362	892	1,254 E	\$6.55	330	994	1,324 F	\$9.60	372	975	1,347 F	\$16.40	351	944	1,295 E
1600 - 1700	\$4.05	224	911	1,135 D	\$4.05	193	921	1,114 D	\$3.95	240	970	1,210 E	\$8.55	224	942	1,166 D	\$11.40	258	1,019	1,277 E
1700 - 1800	\$4.05	229	882	1,111 D	\$4.05	250	865	1,115 D	\$3.95	211	783	994 C	\$3.95	244	945	1,189 D	\$7.40	267	953	1,220 E
1800 - 1900	\$4.05	292	754	1,046 D	\$4.05	318	857	1,175 D	\$3.95	273	796	1,069 D	\$3.95	311	934	1,245 E	\$5.05	369	954	1,323 F
1900 - 2000	\$2.20	220	571	791 B	\$4.05	254	690	944 C	\$3.95	253	677	930 C	\$4.05	315	850	1,165 D	\$3.95	322	859	1,181 D

PM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18			
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS
1400 - 1500	\$4.05	252	803	1,055 D	\$5.15	227	946	1,173 D	\$5.15	260	1,099	1,359 F	\$7.55	267	1,186	1,453 F	\$17.70	311	1,193	1,504 F
1500 - 1600	\$5.05	329	876	1,205 E	\$5.15	348	916	1,264 E	\$6.55	337	993	1,330 F	\$9.60	327	1,019	1,346 F	\$17.70	367	916	1,283 E
1600 - 1700	\$4.05	219	858	1,077 D	\$4.05	206	946	1,152 D	\$3.95	213	928	1,141 D	\$8.55	211	853	1,064 D	\$11.40	237	891	1,128 D
1700 - 1800	\$4.05	289	728	1,017 D	\$4.05	257	854	1,111 D	\$3.95	220	894	1,114 D	\$3.95	265	895	1,160 D	\$6.70	261	980	1,241 E
1800 - 1900	\$4.05	278	585	863 C	\$4.05	289	914	1,203 E	\$3.95	298	962	1,260 E	\$3.95	384	1,218	1,602 F	\$6.70	342	899	1,241 E
1900 - 2000	\$2.20	207	428	635 B	\$4.05	224	658	882 C	\$3.95	270	778	1,048 D	\$4.05	250	680	930 C	\$5.15	310	936	1,246 E

PM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18			
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS
1400 - 1500	\$4.05	288	1,122	1,410 F	\$5.15	331	1,194	1,525 F	\$13.65	615	2,366	2,981 F	\$4.05	393	766	1,159 D	\$4.05	233	510	743 B
1500 - 1600	\$5.05	373	981	1,354 F	\$5.15	311	932	1,243 E	\$10.60	446	2,228	2,674 F	\$4.05	313	617	930 C	\$2.20	192	462	654 B
1600 - 1700	\$4.05	258	964	1,222 E	\$4.05	264	1,011	1,275 E	\$8.55	751	2,352	3,103 F	\$4.05	352	638	990 C	\$2.20	216	404	620 B
1700 - 1800	\$4.05	273	852	1,125 D	\$4.05	334	971	1,305 F	\$6.70	760	2,213	2,973 F	\$4.05	351	588	939 C	\$2.20	180	352	532 B
1800 - 1900	\$4.05	296	804	1,100 D	\$4.05	329	920	1,249 E	\$4.05	418	1,044	1,462 F	\$4.05	349	498	847 C	\$2.20	174	260	434 B
1900 - 2000	\$2.20	271	688	959 C	\$4.05	328	792	1,120 D	\$4.05	232	541	773 B	\$4.05	400	529	929 C	\$1.50	166	216	382 A

PM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18			
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS
1400 - 1500	\$4.05	227	1,006	1,233 E	\$5.15	225	1,046	1,271 E	\$5.15	257	1,090	1,347 F	\$7.55	205	1,034	1,239 E	\$17.70	291	1,163	1,454 F
1500 - 1600	\$5.05	307	892	1,199 D	\$5.15	346	903	1,249 E	\$6.55	375	1,007	1,382 F	\$9.60	290	862	1,152 D	\$17.70	358	869	1,227 E
1600 - 1700	\$4.05	222	842	1,064 D	\$4.05	199	930	1,129 D	\$3.95	230	974	1,204 E	\$8.55	148	748	896 C	\$11.40	195	939	1,134 D
1700 - 1800	\$4.05	242	801	1,043 D	\$4.05	240	898	1,138 D	\$3.95	239	852	1,091 D	\$3.95	186	676	862 C	\$6.70	275	897	1,172 D
1800 - 1900	\$4.05	293	705	998 C	\$4.05	272	859	1,131 D	\$3.95	279	887	1,166 D	\$3.95	236	762	998 C	\$6.70	347	866	1,213 E
1900 - 2000	\$2.20	184	510	694 B	\$4.05	216	669	885 C	\$3.95	286	841	1,127 D	\$4.05	190	547	737 B	\$5.15	294	773	1,067 D

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Eastbound PM Peak - County Line to I-15 South

PM Time	Monday 10/29/18					Tuesday 10/30/18					Wednesday 10/31/18					Thursday 11/01/18					Friday 11/02/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500																\$5.05	114	777	891	C	\$5.15	129	784	913	C
1500 - 1600																\$5.15	184	696	880	C	\$2.80	163	582	745	B
1600 - 1700																\$2.80	118	590	708	B	\$2.85	121	562	683	B
1700 - 1800																\$2.85	125	581	706	B	\$2.85	127	586	713	B
1800 - 1900																\$2.85	144	538	682	B	\$2.85	180	556	736	B
1900 - 2000																\$2.85	145	466	611	B	\$2.85	160	399	559	B

PM Time	Monday 11/05/18					Tuesday 11/06/18					Wednesday 11/07/18					Thursday 11/08/18					Friday 11/09/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	104	649	753	B	\$5.15	108	731	839	C	\$5.05	118	714	832	C	\$5.05	122	791	913	C	\$5.15	135	738	873	C
1500 - 1600	\$2.85	180	674	854	C	\$2.80	150	605	755	B	\$5.15	156	650	806	C	\$5.15	140	668	808	C	\$2.80	171	574	745	B
1600 - 1700	\$2.85	106	645	751	B	\$2.85	119	595	714	B	\$2.85	122	633	755	B	\$2.80	129	551	680	B	\$2.85	104	571	675	B
1700 - 1800	\$2.85	140	614	754	B	\$2.85	118	547	665	B	\$2.85	119	511	630	B	\$2.85	142	590	732	B	\$2.85	133	543	676	B
1800 - 1900	\$2.85	154	508	662	B	\$2.85	153	601	754	B	\$2.85	132	491	623	B	\$2.85	142	561	703	B	\$2.85	171	493	664	B
1900 - 2000	\$2.85	116	361	477	B	\$2.85	143	532	675	B	\$2.85	157	454	611	B	\$2.85	170	562	732	B	\$2.85	159	449	608	B

PM Time	Monday 11/12/18					Tuesday 11/13/18					Wednesday 11/14/18					Thursday 11/15/18					Friday 11/16/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	145	502	647	B	\$5.15	116	638	754	B	\$5.05	103	658	761	B	\$5.05	117	806	923	C	\$5.15	141	754	895	C
1500 - 1600	\$2.85	192	609	801	C	\$2.80	152	603	755	B	\$5.15	157	635	792	B	\$5.15	152	707	859	C	\$2.80	181	632	813	C
1600 - 1700	\$2.85	127	554	681	B	\$2.85	105	607	712	B	\$2.85	106	616	722	B	\$2.80	124	586	710	B	\$2.85	113	583	696	B
1700 - 1800	\$2.85	131	484	615	B	\$2.85	142	575	717	B	\$2.85	123	515	638	B	\$2.85	139	516	655	B	\$2.85	158	552	710	B
1800 - 1900	\$2.85	155	399	554	B	\$2.85	161	558	719	B	\$2.85	162	584	746	B	\$2.85	82	238	320	A	\$2.85	151	537	688	B
1900 - 2000	\$2.85	135	285	420	B	\$2.85	140	444	584	B	\$2.85	168	499	667	B	\$2.85	146	526	672	B	\$2.85	190	541	731	B

PM Time	Monday 11/19/18					Tuesday 11/20/18					Wednesday 11/21/18					Thursday 11/22/18					Friday 11/23/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	142	664	806	C	\$5.15	171	684	855	C	\$2.85	42	125	167	A	\$2.85	189	357	546	B	\$1.90	128	283	411	B
1500 - 1600	\$2.85	178	659	837	C	\$2.80	128	542	670	B	\$2.85	109	304	413	B	\$2.85	169	342	511	B	\$1.90	139	261	400	A
1600 - 1700	\$2.85	141	620	761	B	\$2.85	158	591	749	B	\$2.85	23	44	67	A	\$2.85	185	346	531	B	\$1.90	125	214	339	A
1700 - 1800	\$2.85	139	538	677	B	\$2.85	162	564	726	B	\$2.85	13	42	55	A	\$2.85	249	337	586	B	\$1.90	136	217	353	A
1800 - 1900	\$2.85	156	489	645	B	\$2.85	172	542	714	B	\$2.85	110	292	402	B	\$2.85	277	314	591	B	\$1.90	118	157	275	A
1900 - 2000	\$2.85	161	406	567	B	\$2.85	201	510	711	B	\$2.85	140	304	444	B	\$2.85	361	331	692	B	\$1.90	117	135	252	A

PM Time	Monday 11/26/18					Tuesday 11/27/18					Wednesday 11/28/18					Thursday 11/29/18					Friday 11/30/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
1400 - 1500	\$2.85	117	646	763	B	\$5.15	125	716	841	C	\$5.05	108	653	761	B	\$5.05	108	643	751	B	\$5.15	137	762	899	C
1500 - 1600	\$2.85	162	634	796	B	\$2.80	163	611	774	B	\$5.15	175	681	856	C	\$5.15	120	632	752	B	\$2.80	158	574	732	B
1600 - 1700	\$2.85	122	537	659	B	\$2.85	108	636	744	B	\$2.85	128	694	822	C	\$2.80	98	520	618	B	\$2.85	118	581	699	B
1700 - 1800	\$2.85	133	591	724	B	\$2.85	113	611	724	B	\$2.85	124	517	641	B	\$2.85	89	427	516	B	\$2.85	126	533	659	B
1800 - 1900	\$2.85	136	522	658	B	\$2.85	123	495	618	B	\$2.85	130	569	699	B	\$2.85	132	433	565	B	\$2.85	161	521	682	B
1900 - 2000	\$2.85	109	355	464	B	\$2.85	136	502	638	B	\$2.85	172	595	767	B	\$2.85	95	372	467	B	\$2.85	148	455	603	B

**RFP 0-2352
Exhibit B
Attachment C**

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Eastbound PM Peak Total

PM Time	Monday 10/29/18			Tuesday 10/30/18			Wednesday 10/31/18			Thursday 11/01/18			Friday 11/02/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500										343	2,046	2,389	461	1,981	2,442
1500 - 1600										525	1,712	2,237	527	1,516	2,043
1600 - 1700										314	1,376	1,690	354	1,463	1,817
1700 - 1800										373	1,504	1,877	373	1,559	1,932
1800 - 1900										448	1,426	1,874	491	1,514	2,005
1900 - 2000										419	1,157	1,576	493	1,278	1,771

PM Time	Monday 11/05/18			Tuesday 11/06/18			Wednesday 11/07/18			Thursday 11/08/18			Friday 11/09/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	344	1,661	2,005	335	1,824	2,159	377	1,853	2,230	378	2,066	2,444	456	1,934	2,390
1500 - 1600	538	1,656	2,194	512	1,497	2,009	486	1,644	2,130	512	1,643	2,155	522	1,518	2,040
1600 - 1700	330	1,556	1,886	312	1,516	1,828	362	1,603	1,965	353	1,493	1,846	362	1,590	1,952
1700 - 1800	369	1,496	1,865	368	1,412	1,780	330	1,294	1,624	386	1,535	1,921	400	1,496	1,896
1800 - 1900	446	1,262	1,708	471	1,458	1,929	405	1,287	1,692	453	1,495	1,948	540	1,447	1,987
1900 - 2000	336	932	1,268	397	1,222	1,619	410	1,131	1,541	485	1,412	1,897	481	1,308	1,789

PM Time	Monday 11/12/18			Tuesday 11/13/18			Wednesday 11/14/18			Thursday 11/15/18			Friday 11/16/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	397	1,305	1,702	343	1,584	1,927	363	1,757	2,120	384	1,992	2,376	452	1,947	2,399
1500 - 1600	521	1,485	2,006	500	1,519	2,019	494	1,628	2,122	479	1,726	2,205	548	1,548	2,096
1600 - 1700	346	1,412	1,758	311	1,553	1,864	319	1,544	1,863	335	1,439	1,774	350	1,474	1,824
1700 - 1800	420	1,212	1,632	399	1,429	1,828	343	1,409	1,752	404	1,411	1,815	419	1,532	1,951
1800 - 1900	433	984	1,417	450	1,472	1,922	460	1,546	2,006	466	1,456	1,922	493	1,436	1,929
1900 - 2000	342	713	1,055	364	1,102	1,466	438	1,277	1,715	396	1,206	1,602	500	1,477	1,977

PM Time	Monday 11/19/18			Tuesday 11/20/18			Wednesday 11/21/18			Thursday 11/22/18			Friday 11/23/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	430	1,786	2,216	502	1,878	2,380	657	2,491	3,148	582	1,123	1,705	361	793	1,154
1500 - 1600	551	1,640	2,191	439	1,474	1,913	555	2,532	3,087	482	959	1,441	331	723	1,054
1600 - 1700	399	1,584	1,983	422	1,602	2,024	774	2,396	3,170	537	984	1,521	341	618	959
1700 - 1800	412	1,390	1,802	496	1,535	2,031	773	2,255	3,028	600	925	1,525	316	569	885
1800 - 1900	452	1,293	1,745	501	1,462	1,963	528	1,336	1,864	626	812	1,438	292	417	709
1900 - 2000	432	1,094	1,526	529	1,302	1,831	372	845	1,217	761	860	1,621	283	351	634

PM Time	Monday 11/26/18			Tuesday 11/27/18			Wednesday 11/28/18			Thursday 11/29/18			Friday 11/30/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
1400 - 1500	344	1,652	1,996	350	1,762	2,112	365	1,743	2,108	313	1,677	1,990	428	1,925	2,353
1500 - 1600	469	1,526	1,995	509	1,514	2,023	550	1,688	2,238	410	1,494	1,904	516	1,443	1,959
1600 - 1700	344	1,379	1,723	307	1,566	1,873	358	1,668	2,026	246	1,268	1,514	313	1,520	1,833
1700 - 1800	375	1,392	1,767	353	1,509	1,862	363	1,369	1,732	275	1,103	1,378	401	1,430	1,831
1800 - 1900	429	1,227	1,656	395	1,354	1,749	409	1,456	1,865	368	1,195	1,563	508	1,387	1,895
1900 - 2000	293	865	1,158	352	1,171	1,523	458	1,436	1,894	285	919	1,204	442	1,228	1,670

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2.2d RCTC Westbound Peak-hour Volume for November 2018

Refer to Attachment B3.3 and B3.4 for a history of Westbound Peak-hour Volumes.

Westbound AM Peak - McKinley to County Line

AM Time	Monday 10/29/18				Tuesday 10/30/18				Wednesday 10/31/18				Thursday 11/01/18				Friday 11/02/18					
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS		
0400 - 0500													\$6.55	392	1,089	1,481	E	\$3.95	366	754	1,120	C
0500 - 0600													\$16.90	442	737	1,179	C	\$7.90	424	1,103	1,527	E
0600 - 0700													\$15.15	344	957	1,301	D	\$7.15	385	1,138	1,523	E
0700 - 0800													\$10.90	344	1,211	1,555	E	\$6.70	317	1,163	1,480	E
0800 - 0900													\$7.90	189	1,244	1,433	E	\$5.15	190	967	1,157	C
0900 - 1000													\$3.95	175	1,333	1,508	E	\$4.05	148	742	890	C

AM Time	Monday 11/05/18				Tuesday 11/06/18				Wednesday 11/07/18				Thursday 11/08/18				Friday 11/09/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	395	984	1,379	F	\$6.55	398	1,098	1,496	F	\$6.55	392	1,105	1,497	F	\$6.55	389	945	1,334	E	\$3.95	383	789	1,172	D
0500 - 0600	\$17.90	548	867	1,415	F	\$16.15	566	870	1,436	F	\$17.15	480	662	1,142	D	\$16.90	474	720	1,194	D	\$7.90	455	1,025	1,480	F
0600 - 0700	\$16.55	326	785	1,111	D	\$16.15	356	885	1,241	E	\$15.15	404	970	1,374	F	\$15.15	427	964	1,391	F	\$7.15	401	1,207	1,608	F
0700 - 0800	\$11.90	339	1,213	1,552	F	\$11.90	322	1,324	1,646	F	\$12.65	380	1,343	1,723	F	\$10.90	363	1,555	1,918	F	\$6.70	319	1,092	1,411	F
0800 - 0900	\$7.15	221	1,397	1,618	F	\$7.15	199	1,273	1,472	F	\$7.15	224	1,322	1,546	F	\$7.90	221	1,335	1,556	F	\$5.15	212	1,017	1,229	E
0900 - 1000	\$4.05	183	1,057	1,240	E	\$5.05	172	1,219	1,391	F	\$3.95	150	1,017	1,167	D	\$3.95	186	1,090	1,276	E	\$4.05	164	740	904	C

AM Time	Monday 11/12/18				Tuesday 11/13/18				Wednesday 11/14/18				Thursday 11/15/18				Friday 11/16/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	236	696	932	C	\$6.55	367	1,019	1,386	F	\$6.55	446	1,073	1,519	F	\$6.55	426	1,053	1,479	F	\$3.95	384	693	1,077	D
0500 - 0600	\$18.90	340	583	923	C	\$17.45	569	834	1,403	F	\$18.45	490	655	1,145	D	\$18.20	501	704	1,205	E	\$7.90	484	1,092	1,576	F
0600 - 0700	\$17.55	229	679	908	C	\$17.15	349	765	1,114	D	\$16.15	409	963	1,372	F	\$16.15	387	933	1,320	E	\$7.15	390	1,151	1,541	F
0700 - 0800	\$13.20	231	753	984	C	\$13.20	335	1,192	1,527	F	\$13.95	335	1,274	1,609	F	\$12.20	341	1,292	1,633	F	\$6.70	301	1,146	1,447	F
0800 - 0900	\$8.45	192	765	957	C	\$8.45	240	1,368	1,608	F	\$8.45	249	1,287	1,536	F	\$9.20	252	1,272	1,524	F	\$5.15	213	1,088	1,301	E
0900 - 1000	\$4.05	210	702	912	C	\$5.05	183	1,175	1,358	F	\$3.95	166	981	1,147	D	\$3.95	192	1,178	1,370	F	\$4.05	140	760	900	C

AM Time	Monday 11/19/18				Tuesday 11/20/18				Wednesday 11/21/18				Thursday 11/22/18				Friday 11/23/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	418	1,116	1,534	F	\$6.55	380	1,077	1,457	F	\$7.45	402	701	1,103	D	\$1.50	13	30	43	A	\$1.50	40	70	110	A
0500 - 0600	\$18.90	529	900	1,429	F	\$17.45	587	995	1,582	F	\$6.70	445	1,090	1,535	F	\$1.50	22	39	61	A	\$1.50	71	132	203	A
0600 - 0700	\$17.55	321	900	1,221	E	\$17.15	280	836	1,116	D	\$6.70	324	977	1,301	E	\$1.50	22	52	74	A	\$1.50	54	202	256	A
0700 - 0800	\$13.20	307	1,213	1,520	F	\$13.20	307	1,154	1,461	F	\$6.70	257	970	1,227	E	\$1.50	44	80	124	A	\$1.50	77	237	314	A
0800 - 0900	\$8.45	250	1,262	1,512	F	\$8.45	250	1,233	1,483	F	\$4.05	222	878	1,100	D	\$1.50	74	136	210	A	\$1.50	108	275	383	A
0900 - 1000	\$4.05	215	997	1,212	E	\$5.05	199	918	1,117	D	\$2.20	197	659	856	C	\$2.20	142	215	357	A	\$2.20	145	322	467	B

AM Time	Monday 11/26/18				Tuesday 11/27/18				Wednesday 11/28/18				Thursday 11/29/18				Friday 11/30/18								
	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS	Price	HOV	SOV	Vol. LOS					
0400 - 0500	\$6.55	436	1,112	1,548	F	\$6.55	410	1,032	1,442	F	\$6.55	403	1,146	1,549	F	\$6.55	376	1,045	1,421	F	\$3.95	375	742	1,117	D
0500 - 0600	\$18.90	553	922	1,475	F	\$17.45	590	875	1,465	F	\$18.45	526	712	1,238	E	\$18.20	421	648	1,069	D	\$7.90	461	981	1,442	F
0600 - 0700	\$17.55	337	890	1,227	E	\$17.15	318	736	1,054	D	\$16.15	403	1,113	1,516	F	\$16.15	329	904	1,233	E	\$7.15	399	1,146	1,545	F
0700 - 0800	\$13.20	335	1,164	1,499	F	\$13.20	361	1,189	1,550	F	\$13.95	363	1,256	1,619	F	\$12.20	314	1,071	1,385	F	\$6.70	302	1,135	1,437	F
0800 - 0900	\$8.45	242	1,357	1,599	F	\$8.45	242	1,402	1,644	F	\$8.45	253	1,390	1,643	F	\$9.20	226	1,149	1,375	F	\$5.15	200	1,111	1,311	E
0900 - 1000	\$4.05	160	1,037	1,197	D	\$5.05	174	1,252	1,426	F	\$3.95	170	1,175	1,345	E	\$3.95	172	1,173	1,345	E	\$4.05	133	773	906	C

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Exhibit B
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Westbound AM Peak - I-15 North to County Line

AM Time	Monday 10/29/18					Tuesday 10/30/18					Wednesday 10/31/18					Thursday 11/01/18					Friday 11/02/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500																\$5.05	245	713	958	C	\$2.85	190	613	803	C
0500 - 0600																\$12.40	374	1,083	1,457	E	\$5.15	235	1,009	1,244	D
0600 - 0700																\$13.40	368	1,024	1,392	D	\$6.65	281	917	1,198	C
0700 - 0800																\$10.40	223	1,156	1,379	D	\$5.15	174	870	1,044	C
0800 - 0900																\$6.65	136	1,075	1,211	D	\$5.15	118	831	949	C
0900 - 1000																\$5.15	112	864	976	C	\$2.85	112	629	741	B

AM Time	Monday 11/05/18					Tuesday 11/06/18					Wednesday 11/07/18					Thursday 11/08/18					Friday 11/09/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	260	813	1,073	D	\$5.05	272	772	1,044	D	\$5.05	254	730	984	C	\$5.05	252	722	974	C	\$2.85	180	634	814	C
0500 - 0600	\$16.40	375	975	1,350	E	\$14.40	340	1,029	1,369	E	\$14.40	381	1,065	1,446	F	\$12.40	365	1,061	1,426	F	\$5.15	322	990	1,312	E
0600 - 0700	\$15.40	321	1,070	1,391	E	\$13.40	348	1,091	1,439	F	\$15.40	339	981	1,320	E	\$13.40	374	1,006	1,380	E	\$6.65	293	945	1,238	E
0700 - 0800	\$11.40	250	1,163	1,413	F	\$9.40	243	1,198	1,441	F	\$11.40	245	1,233	1,478	F	\$10.40	241	1,249	1,490	F	\$5.15	168	884	1,052	D
0800 - 0900	\$6.50	154	1,200	1,354	E	\$6.50	180	1,269	1,449	F	\$6.50	139	1,150	1,289	E	\$6.65	134	1,104	1,238	E	\$5.15	114	813	927	C
0900 - 1000	\$5.05	103	862	965	C	\$5.15	104	966	1,070	D	\$5.15	102	841	943	C	\$5.15	120	882	1,002	D	\$2.85	88	563	651	B

AM Time	Monday 11/12/18					Tuesday 11/13/18					Wednesday 11/14/18					Thursday 11/15/18					Friday 11/16/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	158	458	616	B	\$5.05	274	795	1,069	D	\$5.05	257	738	995	C	\$5.05	262	725	987	C	\$2.85	220	644	864	C
0500 - 0600	\$17.40	216	666	882	C	\$15.40	355	1,029	1,384	E	\$15.70	324	1,029	1,353	E	\$13.70	378	1,107	1,485	F	\$5.15	283	1,016	1,299	E
0600 - 0700	\$16.40	201	800	1,001	D	\$14.70	367	1,107	1,474	F	\$16.70	352	1,050	1,402	F	\$14.70	337	1,055	1,392	E	\$6.65	300	871	1,171	D
0700 - 0800	\$12.40	123	645	768	B	\$10.70	265	1,185	1,450	F	\$12.70	245	1,232	1,477	F	\$11.70	241	1,168	1,409	F	\$5.15	179	930	1,109	D
0800 - 0900	\$8.55	109	594	703	B	\$8.55	155	1,195	1,350	E	\$8.55	125	1,027	1,152	D	\$6.65	140	1,058	1,198	D	\$5.15	108	787	895	C
0900 - 1000	\$5.05	137	507	644	B	\$5.15	118	875	993	C	\$5.15	121	827	948	C	\$5.15	93	877	970	C	\$2.85	90	596	686	B

AM Time	Monday 11/19/18					Tuesday 11/20/18					Wednesday 11/21/18					Thursday 11/22/18					Friday 11/23/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	261	774	1,035	D	\$5.05	273	712	985	C	\$5.15	229	589	818	C	\$1.90	26	22	48	A	\$1.90	29	63	92	A
0500 - 0600	\$17.40	366	969	1,335	E	\$15.40	382	991	1,373	E	\$8.55	332	811	1,143	D	\$1.90	18	49	67	A	\$1.90	42	125	167	A
0600 - 0700	\$16.40	300	1,154	1,454	F	\$14.70	280	1,073	1,353	E	\$5.15	215	884	1,099	D	\$1.90	16	54	70	A	\$1.90	57	124	181	A
0700 - 0800	\$12.40	220	1,165	1,385	E	\$10.70	189	928	1,117	D	\$2.85	141	758	899	C	\$1.90	31	67	98	A	\$1.90	47	130	177	A
0800 - 0900	\$8.55	173	1,015	1,188	D	\$8.55	162	860	1,022	D	\$2.85	112	692	804	C	\$1.90	61	114	175	A	\$1.90	43	213	256	A
0900 - 1000	\$5.05	154	618	772	B	\$5.15	147	665	812	C	\$2.85	95	468	563	B	\$1.90	121	217	338	A	\$1.90	105	288	393	A

AM Time	Monday 11/26/18					Tuesday 11/27/18					Wednesday 11/28/18					Thursday 11/29/18					Friday 11/30/18				
	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS	Price	HOV	SOV	Vol.	LOS
0400 - 0500	\$5.05	276	825	1,101	D	\$5.05	258	742	1,000	C	\$5.05	269	768	1,037	D	\$5.05	245	672	917	C	\$2.85	220	606	826	C
0500 - 0600	\$17.40	375	1,000	1,375	E	\$15.40	412	1,049	1,461	F	\$15.70	357	1,050	1,407	F	\$13.70	300	1,057	1,357	E	\$5.15	306	893	1,199	D
0600 - 0700	\$16.40	312	1,103	1,415	F	\$14.70	330	1,132	1,462	F	\$16.70	345	994	1,339	E	\$14.70	324	981	1,305	E	\$6.65	267	805	1,072	D
0700 - 0800	\$12.40	211	1,068	1,279	E	\$10.70	237	1,125	1,362	E	\$12.70	242	1,181	1,423	F	\$11.70	189	868	1,057	D	\$5.15	159	874	1,033	D
0800 - 0900	\$8.55	154	989	1,143	D	\$8.55	151	1,198	1,349	E	\$8.55	173	1,116	1,289	E	\$6.65	117	932	1,049	D	\$5.15	136	855	991	C
0900 - 1000	\$5.05	123	727	850	C	\$5.15	102	795	897	C	\$5.15	118	833	951	C	\$5.15	57	443	500	B	\$2.85	97	601	698	B

**RFP 0-2352
Exhibit B
Attachment C**

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Westbound AM Peak Total

AM Time	Monday 10/29/18			Tuesday 10/30/18			Wednesday 10/31/18			Thursday 11/01/18			Friday 11/02/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500										637	1,802	2,439	556	1,367	1,923
0500 - 0600										816	1,820	2,636	659	2,112	2,771
0600 - 0700										712	1,981	2,693	666	2,055	2,721
0700 - 0800										567	2,367	2,934	491	2,033	2,524
0800 - 0900										325	2,319	2,644	308	1,798	2,106
0900 - 1000										287	2,197	2,484	260	1,371	1,631

AM Time	Monday 11/05/18			Tuesday 11/06/18			Wednesday 11/07/18			Thursday 11/08/18			Friday 11/09/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	655	1,797	2,452	670	1,870	2,540	646	1,835	2,481	641	1,667	2,308	563	1,423	1,986
0500 - 0600	923	1,842	2,765	906	1,899	2,805	861	1,727	2,588	839	1,781	2,620	777	2,015	2,792
0600 - 0700	647	1,855	2,502	704	1,976	2,680	743	1,951	2,694	801	1,970	2,771	694	2,152	2,846
0700 - 0800	589	2,376	2,965	565	2,522	3,087	625	2,576	3,201	604	2,804	3,408	487	1,976	2,463
0800 - 0900	375	2,597	2,972	379	2,542	2,921	363	2,472	2,835	355	2,439	2,794	326	1,830	2,156
0900 - 1000	286	1,919	2,205	276	2,185	2,461	252	1,858	2,110	306	1,972	2,278	252	1,303	1,555

AM Time	Monday 11/12/18			Tuesday 11/13/18			Wednesday 11/14/18			Thursday 11/15/18			Friday 11/16/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	394	1,154	1,548	641	1,814	2,455	703	1,811	2,514	688	1,778	2,466	604	1,337	1,941
0500 - 0600	556	1,249	1,805	924	1,863	2,787	814	1,684	2,498	879	1,811	2,690	767	2,108	2,875
0600 - 0700	430	1,479	1,909	716	1,872	2,588	761	2,013	2,774	724	1,988	2,712	690	2,022	2,712
0700 - 0800	354	1,398	1,752	600	2,377	2,977	580	2,506	3,086	582	2,460	3,042	480	2,076	2,556
0800 - 0900	301	1,359	1,660	395	2,563	2,958	374	2,314	2,688	392	2,330	2,722	321	1,875	2,196
0900 - 1000	347	1,209	1,556	301	2,050	2,351	287	1,808	2,095	285	2,055	2,340	230	1,356	1,586

AM Time	Monday 11/19/18			Tuesday 11/20/18			Wednesday 11/21/18			Thursday 11/22/18			Friday 11/23/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	394	1,154	1,548	641	1,814	2,455	703	1,811	2,514	688	1,778	2,466	604	1,337	1,941
0500 - 0600	556	1,249	1,805	924	1,863	2,787	814	1,684	2,498	879	1,811	2,690	767	2,108	2,875
0600 - 0700	430	1,479	1,909	716	1,872	2,588	761	2,013	2,774	724	1,988	2,712	690	2,022	2,712
0700 - 0800	354	1,398	1,752	600	2,377	2,977	580	2,506	3,086	582	2,460	3,042	480	2,076	2,556
0800 - 0900	301	1,359	1,660	395	2,563	2,958	374	2,314	2,688	392	2,330	2,722	321	1,875	2,196
0900 - 1000	347	1,209	1,556	301	2,050	2,351	287	1,808	2,095	285	2,055	2,340	230	1,356	1,586

AM Time	Monday 11/26/18			Tuesday 11/27/18			Wednesday 11/28/18			Thursday 11/29/18			Friday 11/30/18		
	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.	HOV	SOV	Vol.
0400 - 0500	712	1,937	2,649	668	1,774	2,442	672	1,914	2,586	621	1,717	2,338	595	1,348	1,943
0500 - 0600	928	1,922	2,850	1,002	1,924	2,926	883	1,762	2,645	721	1,705	2,426	767	1,874	2,641
0600 - 0700	649	1,993	2,642	648	1,868	2,516	748	2,107	2,855	653	1,885	2,538	666	1,951	2,617
0700 - 0800	546	2,232	2,778	598	2,314	2,912	605	2,437	3,042	503	1,939	2,442	461	2,009	2,470
0800 - 0900	396	2,346	2,742	393	2,600	2,993	426	2,506	2,932	343	2,081	2,424	336	1,966	2,302
0900 - 1000	283	1,764	2,047	276	2,047	2,323	288	2,008	2,296	229	1,616	1,845	230	1,374	1,604

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2.2e Violation Collection

“Customers” are FasTrak account holders with any FasTrak toll facility in California; “Non-customer Violations” are considered true violators who travel the 91 Express Lanes without a valid FasTrak account.

2.3 Multi Agency Traffic Statistics for the Month of November 2018

**MULTI AGENCY TRIP AND REVENUE STATISTICS
MONTH ENDING November 30, 2018**

Nov-18 MTD	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	684,793	429,667	63%	\$ 1,735,050
RCTC	659,672	429,667	65%	\$ 2,803,117
I-15	284,743	193,709	68%	\$ 1,266,792
McKinley	374,929	235,958	63%	\$ 1,536,325
Eastbound				
OCTA	730,551	398,432	55%	\$ 2,520,176
RCTC	567,213	398,432	70%	\$ 1,637,275
I-15	203,975	157,960	77%	\$ 438,546
McKinley	363,238	240,472	66%	\$ 1,198,729

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2.4 Customer Service and Violation Processing

2.4a Performance Measures

2.4b Incoming Call Activity

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2.4c Transponder Distribution

. 2.4d Transponder Inventory

2.4e Incoming Email Activity

2.4f Complaints

Refer to Attachment A4 for OCTA – Toll Credits Relative to Traffic Congestion.
Refer to Attachment B4 for RCTC – Toll Credits Relative to Traffic Congestion.

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2.5 Operations Highlights

Note: Mileage data recorded as of June, 2017

2.5e Finance and Administration

Wire-Transfer Requests Issued for October/November 2018

3. PROJECTS UPDATE

4. STAFFING

5. ATTACHMENTS

5.1a OCTA

- A1 Traffic Volume & Associated Potential Revenue; Most Recent 13-Month Period
- A2 Global Demand 91 Express Lanes vs. SR91 Mainline for the current month
- A3 Eastbound Weekday Peak Volumes for Determining Toll Adjustments
- A4 Toll Credits Relative to Traffic Congestion; Most Recent 6-Month Period

5.1b RCTC

- B1 Traffic Volume & Associated Potential Revenue
- B2 Global Demand 91 Express Lanes vs. SR91 Mainline for the current month
- B3.1–3.2 Eastbound Peak Volumes for Determining Toll Adjustments
- B3.3–3.4 Westbound Peak Volumes for Determining Toll Adjustment
- B4 Toll Credits Relative to Traffic Congestion

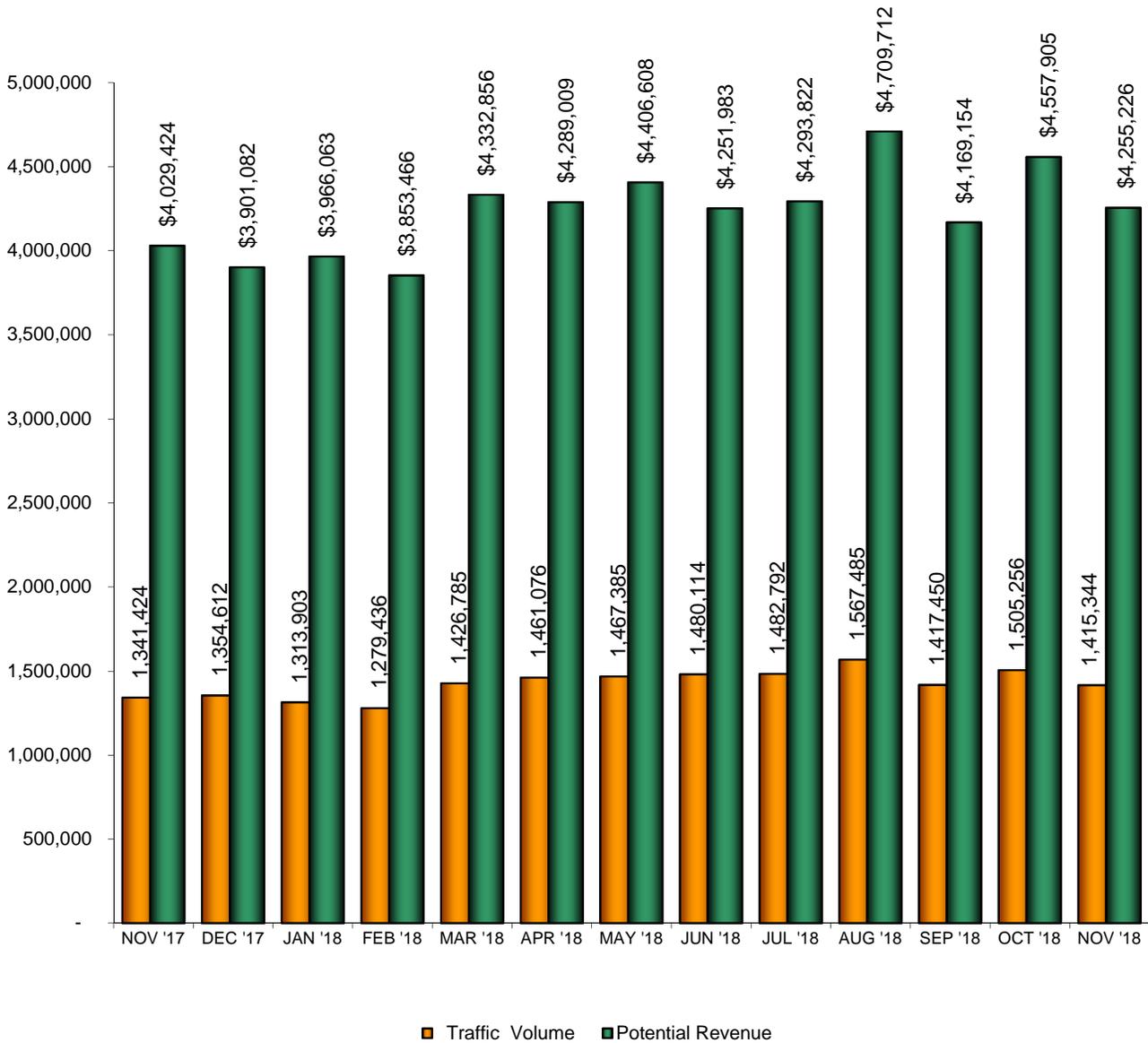
91 Express Lanes November 2018 Status Report
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5.1c Combined Agencies

- C1 Transponder Distribution; Most Recent 13-Month Period
- C2 Active Accounts & Transponders Assigned; Most Recent 13-Month Period
- C3 Customer Communication Channel; Most Recent 13-Month Period

OCTA TRAFFIC VOLUME AND ASSOCIATED POTENTIAL REVENUE

Most-recent 13-month Period
 November 2017 through November 2018



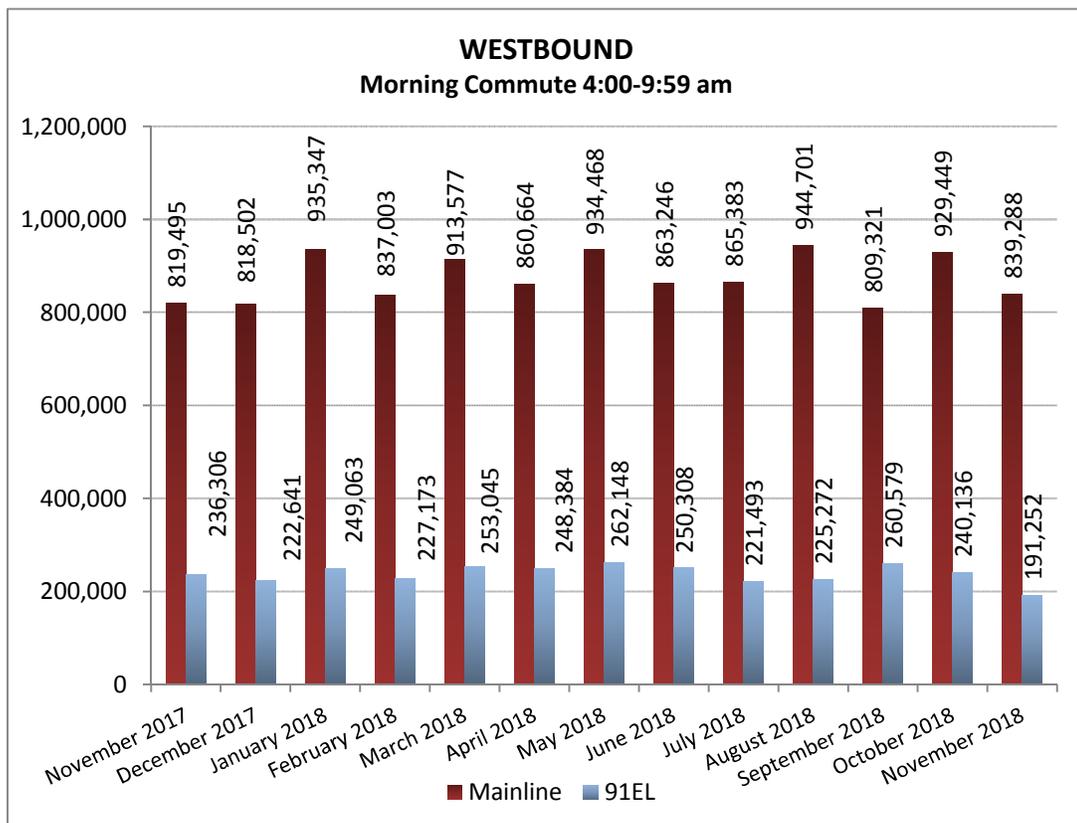
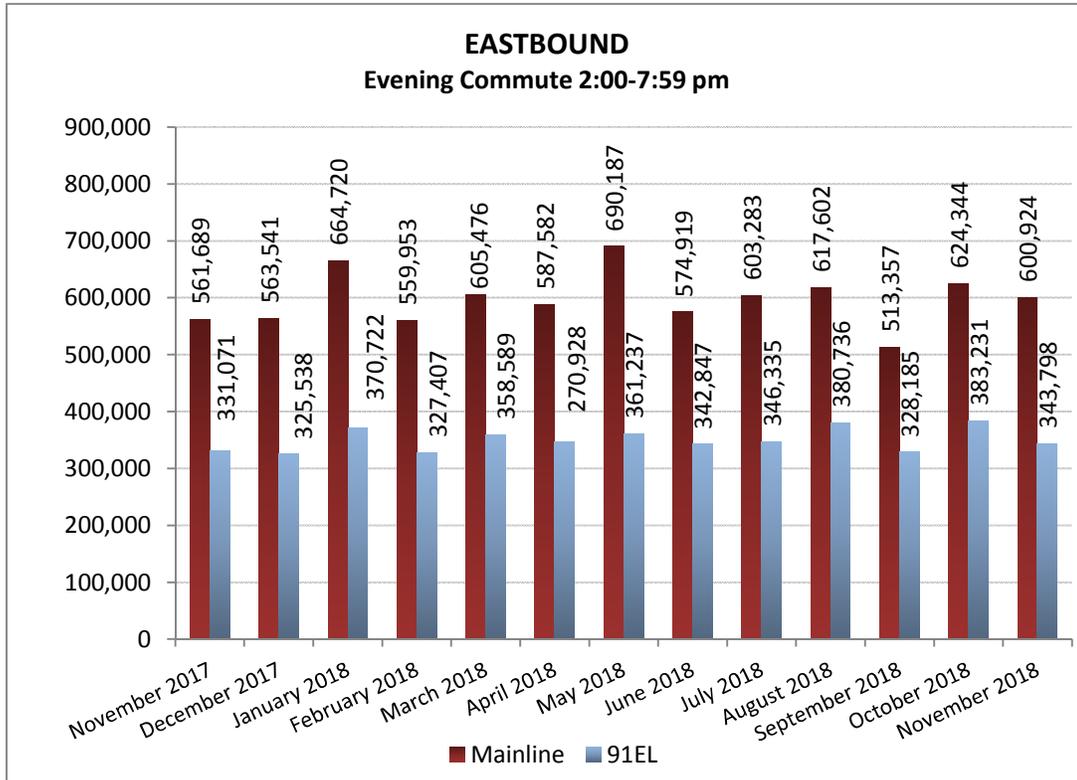
GLOBAL DEMAND
91 EXPRESS LANES vs. SR91 MAINLINE

ATTACHMENT A2

The Total Combined Facility is made up of six lanes in each direction. The 91 Express Lanes provides commuters 33% of those lanes.

November 2018

1,975,262





OCTA WEEKDAY PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS

RFP 0-2352 Exhibit B Attachment C

- CR = Congestion-relief Adjustment in place - 6-month freeze on any increase
- COLA = Cost of Living Adjustment implemented July 1 each FY. No freeze on future adjustments.
- Week containing a Holiday toll adjustment
- Week containing a traffic anomaly, major incident or accident
- 12-week period selected for Congestion-relief Adjustment at beginning of next Quarter
- Most recent 12-consecutive-week period (excluding weeks containing Holidays or Traffic Anomalies)

Traffic volume > 3,128 is flagged for review. When flagged hours occur 6 or more times during the most recent 12-week period and the average flagged-volume is > 3,128, the toll for that day and time will be increased as follows:

- 2,721 through 3,127: previously adjusted hour flagged for possible .50¢ toll reduction
- 2,721 through 3,127: not flagged for adjustment
- > to < 3,128: flag for qualifying hours for possible toll increase
- 3,200 - 3,299: Eligible for .75¢ increase
- > to > 3,300: Eligible for \$1.00 increase

ATTACHMENT A3

FY 2018-19 Congestion-relief Toll Adjustments

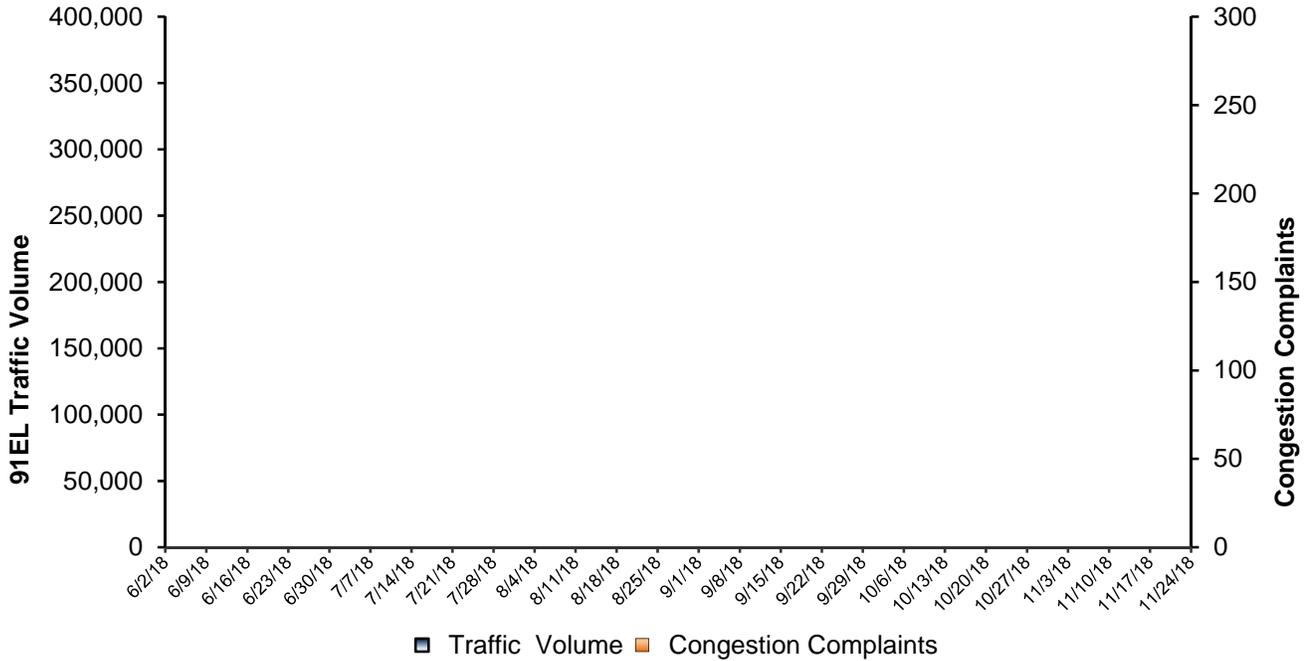
- July 1, 2018: Hours received a COLA adjustment for this Quarter
- October 1, 2018: 5 Hours received adjustments for this Quarter
- January 1, 2019:
- April 1, 2019:

FY Week #	Monday - Friday	MONDAY					TUESDAY					WEDNESDAY					THURSDAY					FRIDAY									
		2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00
35	Feb 19-23	2,081	2,680	2,294	2,210	1,507	1,131	2,747	3,115	2,561	2,963	2,870	2,306	2,834	3,123	2,604	2,910	3,022	2,214	3,035	3,086	2,617	2,795	3,018	2,322	3,428	2,624	2,728	2,906	2,718	2,215
36	Feb 26-Mar 2	2,429	3,159	2,800	2,865	2,863	1,909	2,535	3,182	2,595	2,860	2,805	1,740	2,959	3,176	2,353	2,971	2,511	3,075	3,211	2,493	2,849	2,846	2,736	3,389	2,776	2,843	2,594	2,208	1,877	
37	Mar 5-9	2,449	2,954	2,465	2,577	3,123	1,810	2,615	3,089	2,644	2,895	2,911	2,462	2,899	3,327	2,657	2,973	2,993	2,410	3,055	3,063	2,594	2,753	2,942	2,895	3,389	2,807	2,940	2,872	2,705	2,105
38	Mar 12-16	2,501	3,057	2,078	2,153	3,012	1,722	2,691	3,283	2,555	2,853	2,855	2,500	2,749	3,262	2,662	2,877	2,759	1,990	2,950	3,100	2,543	2,851	2,831	2,447	3,316	2,644	2,650	2,722	2,991	2,021
39	Mar 19-23	2,375	3,215	2,848	2,953	2,758	1,695	2,556	3,168	2,570	3,051	2,954	2,149	2,846	3,272	2,480	2,957	2,379	1,661	2,818	2,906	2,573	2,429	2,085	1,602	3,274	2,655	2,689	2,902	2,616	2,010
41	Apr 2-6	2,436	3,184	2,879	2,617	2,095	1,460	2,850	3,009	2,451	2,978	2,804	2,206	2,881	2,898	2,617	2,953	2,977	2,636	3,028	2,984	2,500	2,834	3,044	2,374	3,251	2,706	2,721	2,962	2,302	1,817
42	Apr 9-13	2,614	3,075	2,787	3,035	2,797	1,705	2,798	3,138	2,617	3,049	2,987	2,206	2,879	3,250	2,666	2,887	2,689	2,497	3,205	2,959	2,701	2,867	2,917	2,781	3,279	2,741	2,725	2,755	2,890	2,210
43	Apr 16-20	2,519	3,067	2,985	3,024	2,681	1,698	2,841	3,097	2,657	3,092	2,839	1,896	2,595	3,311	2,251	3,121	2,979	2,094	3,085	3,262	2,559	2,888	2,962	2,056	3,331	2,840	2,815	2,942	2,607	2,057
44	Apr 23-27	2,457	2,968	2,964	2,914	2,556	1,530	2,832	3,010	2,460	3,016	2,818	1,176	2,964	3,281	2,451	2,922	3,182	2,173	3,257	3,070	2,577	2,738	3,029	2,522	3,295	2,648	2,674	2,976	2,577	1,906
45	Apr 30-May 4	2,584	3,024	2,941	3,104	2,271	1,545	2,920	3,163	2,565	2,955	2,688	1,624	2,829	3,024	2,550	3,101	2,776	1,655	3,282	3,017	2,512	2,869	2,867	2,330	3,276	2,567	2,380	2,426	2,993	1,863
46	May 7-11	2,590	3,112	3,073	2,825	2,322	1,518	2,565	3,174	2,534	2,902	2,944	1,947	2,947	3,175	2,332	2,833	2,980	2,207	3,101	3,257	2,799	2,880	2,874	2,386	3,505	2,983	2,968	2,291	2,381	1,881
47	May 14-18	2,432	2,974	2,923	2,943	2,493	1,513	2,726	2,930	2,607	2,903	3,032	2,066	2,847	2,883	2,632	2,890	3,052	2,101	3,069	3,213	2,660	2,844	3,190	2,373	3,382	2,706	2,720	2,832	2,707	1,899
48	May 21-25	2,400	3,055	3,085	3,010	2,228	1,272	2,866	3,402	2,675	2,971	2,674	1,811	2,824	3,101	2,439	2,860	3,100	2,094	3,243	3,245	2,804	2,970	2,975	2,047	3,341	2,887	2,776	2,560	2,181	1,761
49	May 28-Jun 1	916	999	937	911	852	924	2,935	3,125	2,667	2,985	2,901	1,930	2,844	3,372	2,575	2,973	2,910	1,929	2,555	2,975	2,555	2,975	3,051	2,192	3,248	2,674	2,739	2,894	2,336	1,912
50	Jun 4-8	2,520	2,976	2,778	2,945	2,554	1,702	2,841	2,959	2,528	2,885	2,968	1,169	2,905	3,341	2,527	2,888	2,836	1,872	3,126	3,047	2,548	2,744	2,852	2,419	3,277	2,673	2,814	2,812	2,745	1,836
51	Jun 11-15	2,479	3,076	2,981	2,916	2,694	1,914	2,655	3,025	2,516	2,880	2,884	2,244	2,742	3,337	2,661	2,774	2,980	2,112	2,777	3,026	2,538	2,841	2,948	2,373	3,383	2,638	2,669	2,925	2,678	1,979
52	Jun 18-22	2,527	3,010	2,800	2,546	2,806	1,609	2,794	2,939	2,485	2,896	3,022	2,133	2,747	3,254	2,190	2,903	3,062	2,552	3,139	2,930	2,458	2,791	2,976	2,749	3,491	2,764	2,665	2,592	2,689	2,019
53	Jun 25-29	2,429	2,832	2,937	2,937	2,820	1,849	2,841	3,131	2,668	2,932	2,867	1,438	2,842	3,332	2,560	2,793	2,952	2,220	2,973	2,957	2,688	3,029	2,550	2,564	3,213	2,602	2,621	2,831	2,827	2,049
1	Jul 2-6	2,429	2,880	2,902	3,013	2,415	1,677	3,242	2,881	2,846	3,011	2,760	1,960	2,857	3,171	2,616	2,592	2,628	695	2,816	2,915	2,746	2,213	2,333	1,661	3,155	2,543	2,550	2,438	2,124	1,672
2	Jul 9-13	2,534	3,151	2,905	3,012	2,520	1,766	2,834	2,730	3,132	2,414	2,932	2,378	2,902	3,177	2,821	2,533	3,179	2,121	3,174	2,625	2,991	2,531	2,977	2,387	3,259	2,600	2,670	2,943	2,667	2,059
3	Jul 16-20	2,272	3,121	2,854	2,860	2,728	1,900	2,734	2,861	3,037	2,945	2,316	2,962	3,132	2,812	2,583	2,816	2,671	3,087	2,998	2,864	2,542	2,896	2,551	3,260	2,651	2,707	2,828	2,574	1,993	
4	Jul 23-27	2,692	2,859	2,721	3,032	2,901	1,875	2,747	2,702	3,041	2,493	2,977	2,259	2,973	3,135	2,760	2,485	2,893	2,472	3,185	2,960	2,915	2,392	2,908	2,534	3,222	2,636	2,903	2,887	2,400	2,034
5	Jul 30-Aug 3	2,640	2,876	2,842	3,031	2,831	1,879	2,949	2,800	2,698	3,163	2,510	2,956	3,059	2,908	2,477	3,108	2,227	3,254	3,163	3,018	2,480	2,850	2,390	3,262	2,871	2,681	2,828	2,727	2,059	
6	Aug 6-10	2,636	3,061	2,825	3,024	2,468	2,263	2,869	2,890	3,047	2,514	2,835	2,490	2,958	3,238	2,749	2,548	3,003	2,474	3,176	3,094	3,109	2,565	3,037	2,017	3,295	2,532	2,650	2,644	2,689	2,091
7	Aug 13-17	2,610	2,927	2,802	2,847	2,984	1,840	2,949	2,735	3,255	2,689	2,902	2,514	3,129	2,929	2,608	2,412	2,910	2,562	3,239	3,193	3,002	2,429	2,934	2,345	3,241	2,674	2,714	2,639	2,788	2,047
8	Aug 20-24	2,637	3,137	2,898	2,944	2,922	1,922	2,907	2,766	3,023	2,466	2,794	2,503	2,978	3,111	2,850	2,662	2,952	2,385	3,158	2,987	2,963	2,654	2,902	2,478	3,194	2,618	2,665	2,617	2,817	1,876
9	Aug 27-31	2,503	2,822	2,858	2,988	2,891	2,231	2,740	2,682	3,279	2,468	2,929	2,379	2,864	3,147	2,805	2,634	2,959	2,547	3,174	3,075	3,167	2,565	2,842	2,630	3,290	2,720	2,381	2,645	2,693	2,042
10	Sep 3-7	941	945	933	879	919	1,012	2,811	2,749	2,944	2,559	2,970	2,201	2,989	3,143	2,790	2,486	3,190	2,415	3,158	3,051	3,002	2,432	2,793	2,308	3,338	2,611	2,773	2,811	2,794	1,792
11	Sep 10-14	2,472	3,034	2,885	3,018	2,798	1,735	2,753	2,806	3,231	2,669	2,980	2,029	2,905	3,098	2,652	2,633	2,987	2,633	3,175	3,109	2,830	2,446	2,855	2,656	3,322	2,775	2,867	3,091	2,995	2,435
12	Sep 17-21	2,585	3,097	2,879	2,872	2,825	1,896	2,789	2,318	3,336	2,734	2,908	2,745	2,962	3,304	2,041	2,645	2,930	2,474	3,169	3,007	2,850	2,508	3,141	2,682	3,310	2,742	2,651	2,811	2,435	
13	Sep 24-28	2,572	3,075	3,005	3,014	2,709	1,918	2,735	2,835	3,486	2,663	3,106	2,588	2,991	3,265	3,079	2,639	2,686	2,810	3,287	3,234	3,023	2,567	2,896	2,502	2,912	2,626	2,727	2,875	2,923	2,341
14	Oct 1-5	2,476	2,884	3,036	3,204	2,401	1,755	2,844	2,891	2,985	2,952	2,878	2,386	2,893	3,341	2,961	2,592	3,023	1,993	3,150	3,039	2,574	2,767	2,847	2,865	3,503	2,833	3,032	2,811	2,811	2,147
15	Oct 8-12	2,555	2,898	2,838	3,019	2,442	1,726	2,923	2,820	3,017	2,858	2,967	2,467	2,990	3,184	2,915	2,626	2,922	2,550	3,311	3,056	2,592	2,889	2,910	2,674	3,569	2,709	2,792	2,856	2,734	2,329
16	Oct 15-19	2,435	2,942	2,943	2,987	2,645	1,702	2,825	2,456	2,915	3,125	3,106	2,185	3,011	3,166	2,920	2,514	3,036	2,198	3,303	3,106	2,502	2,880	3,071	2,453	3,324	2,675	2,933	2,957	2,666	2

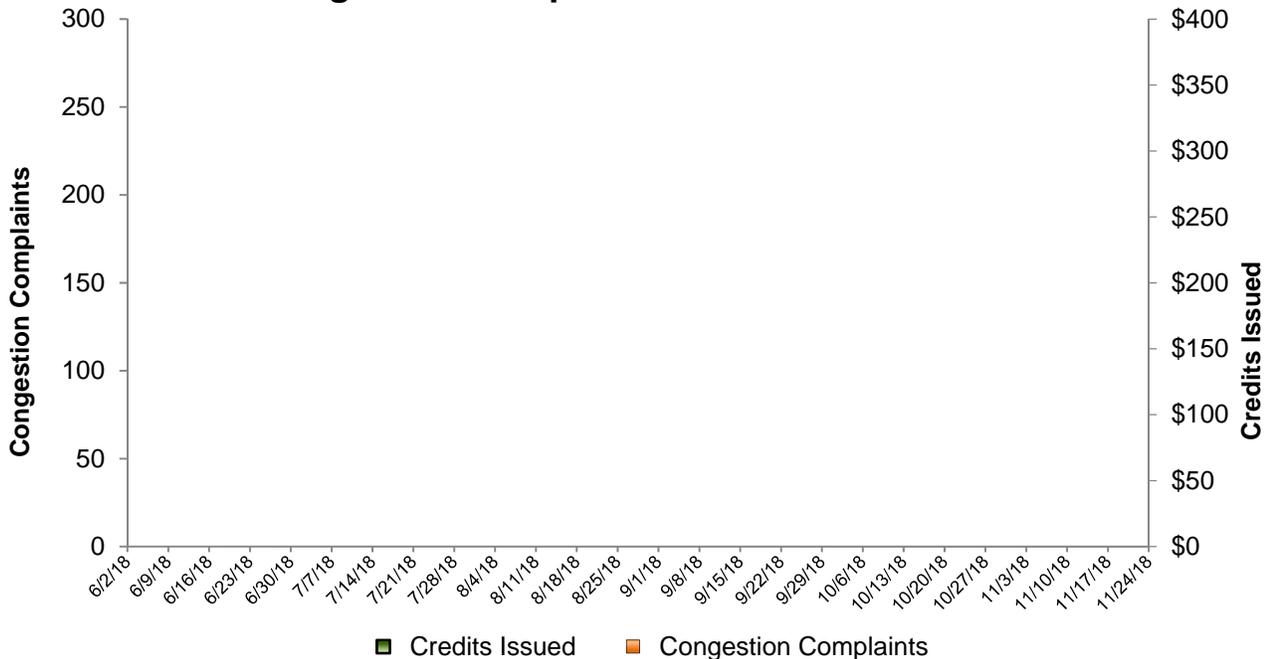
OCTA's Most Recent 6-Month Period
 June 2018 through November 2018

ATTACHMENT A4

Traffic Volume vs Congestion Complaints

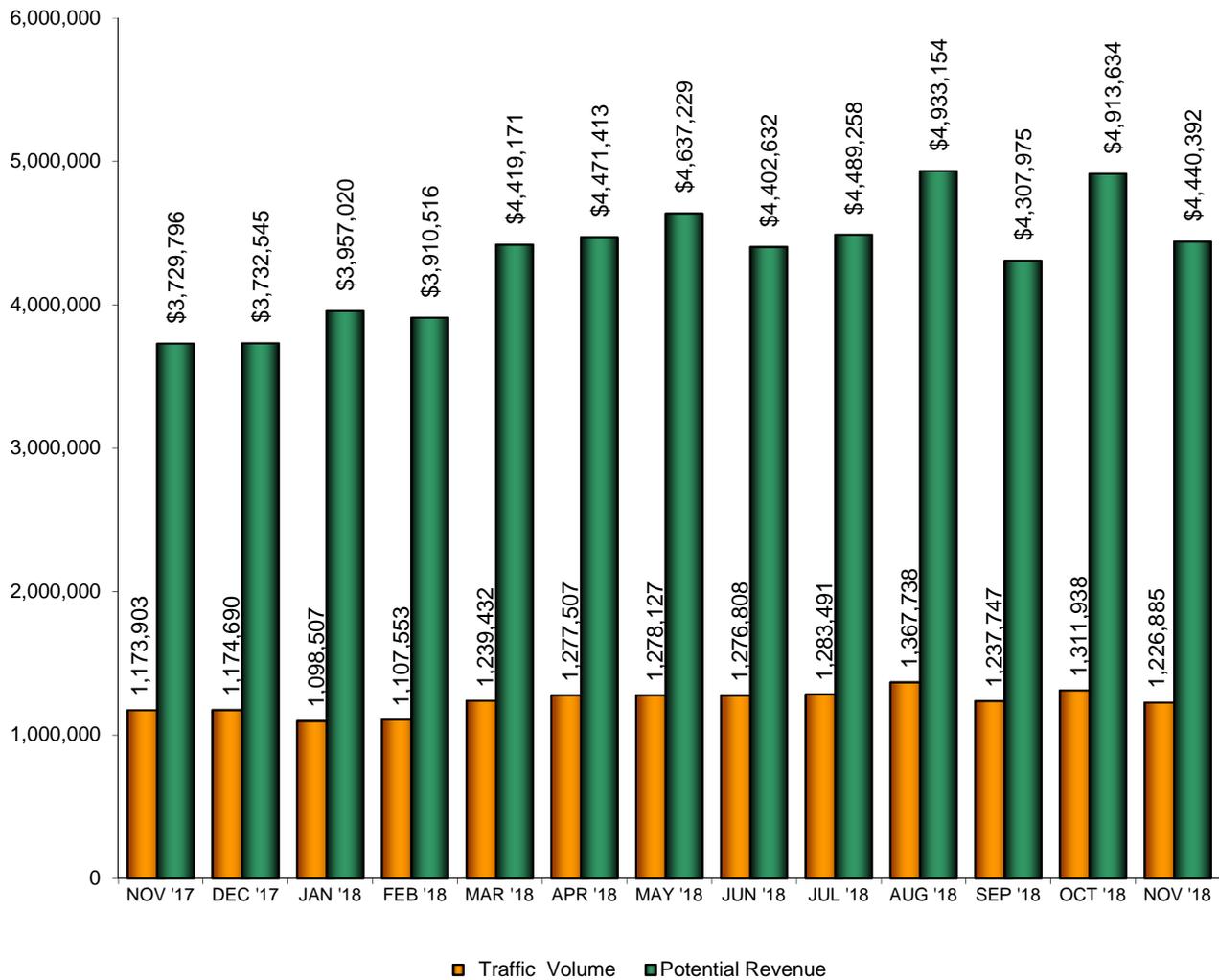


Congestion Complaints vs Toll Credits Issued



RCTC TRAFFIC VOLUME AND ASSOCIATED POTENTIAL REVENUE

Most-recent 13-month Period
 November 2017-November 2018

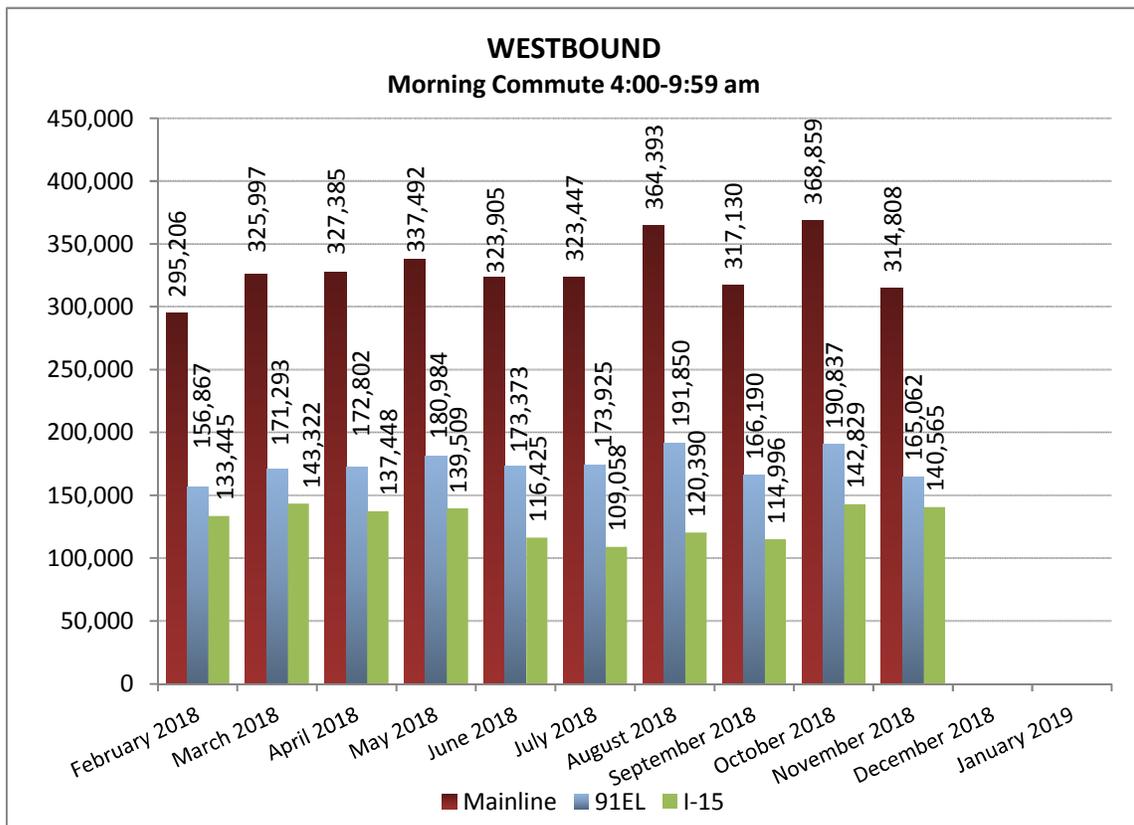
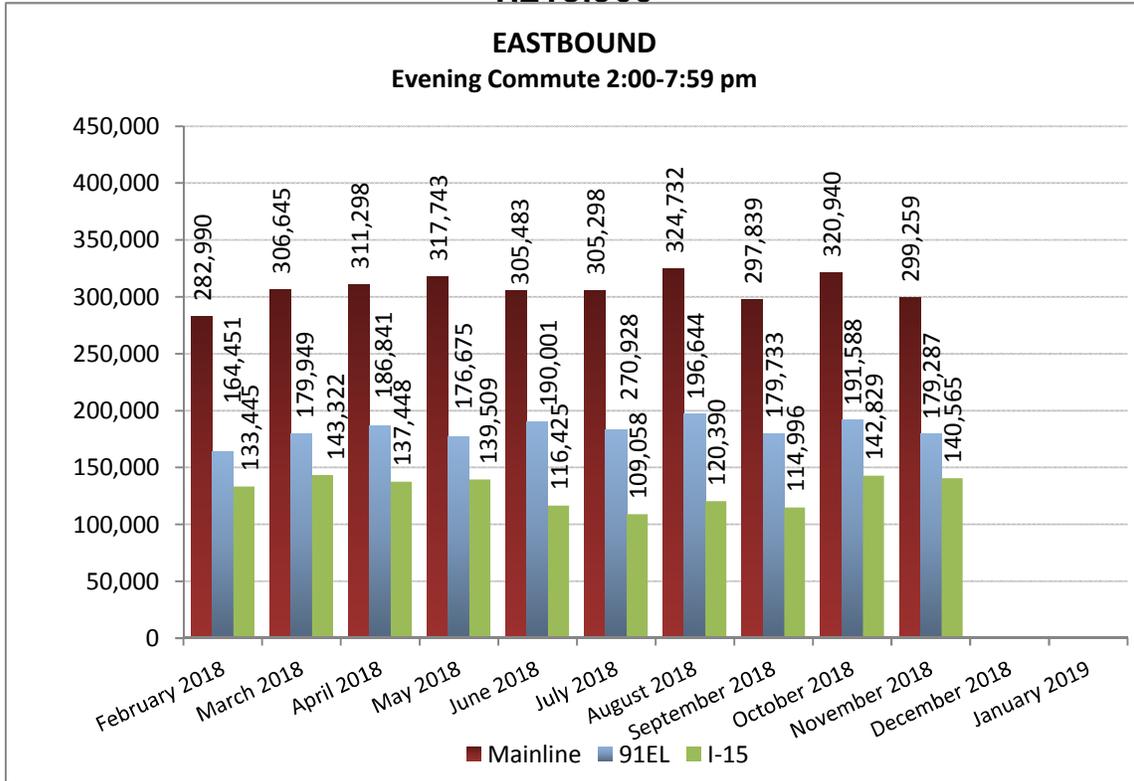


RCTC GLOBAL DEMAND

91 EXPRESS LANES vs. SR91 MAINLINE ATTACHMENT B2

The Total Combined Facility is made up of six lanes in each direction. The 91 Express Lanes provides commuters 33% of those lanes.

November 2018
1.213.960





RCTC EASTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS
Eastbound PM Peak - County Line to McKinley

DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

RFP 0-2352
Exhibit B
Attachment C

Toll Adjustment Consideration

Yellow	Above Current LOS
Green	Below Current LOS
Light Green	Toll Adjustment (+)
Light Red	Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments

May 21, 2018	3 Tolls received adjustments
June 11, 2018	3 Tolls received adjustments
July 1, 2018	574 Tolls received COLA adjustments
August 19, 2018	1 Toll received adjustments
October 1, 2018	30 Tolls received adjustments
November 12, 2018	37 Tolls received adjustments

Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1300
F	>1300

ATTACHMENT B3.1

Week	Date Range	Monday (PM)					Tuesday (PM)					Wednesday (PM)					Thursday (PM)					Friday (PM)					
		Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment
WEEK 17	Oct 21 - Oct 27	2:00 PM	C	4.05	1,172	D	✓	D	5.15	1,225	E	✓	D	5.15	1,401	F	✓	F	7.55	1,298	E	✓	F	16.40	1,536	F	✓
		3:00 PM	D	5.05	1,270	E	✓	D	5.15	1,308	F	✓	E	6.55	1,412	F	✓	F	9.60	1,483	F	✓	F	16.40	1,442	F	✓
		4:00 PM	C	4.05	1,152	D	✓	C	4.05	1,176	D	✓	C	3.95	1,112	D	✓	F	8.55	1,015	D	✓	F	11.40	1,258	E	✓
		5:00 PM	C	4.05	1,108	D	✓	C	4.05	1,118	D	✓	C	3.95	1,044	D	✓	C	3.95	1,190	D	✓	F	7.40	1,393	F	✓
		6:00 PM	C	4.05	996	C	✓	C	4.05	1,137	D	✓	C	3.95	1,194	D	✓	C	3.95	1,243	E	✓	D	5.05	1,444	F	✓
		7:00 PM	B	2.20	713	B	✓	C	4.05	876	C	✓	C	3.95	988	C	✓	C	4.05	957	C	✓	C	3.95	1,308	F	✓
WEEK 18	Oct 28 - Nov 03	2:00 PM	C	4.05	1,206	E	✓	D	5.15	1,196	D	✓	D	5.15	1,339	F	✓	F	7.55	1,498	F	✓	F	16.40	1,529	F	✓
		3:00 PM	D	5.05	1,335	F	✓	D	5.15	1,252	E	✓	E	6.55	1,302	F	✓	F	9.60	1,357	F	✓	F	16.40	1,298	E	✓
		4:00 PM	C	4.05	1,166	D	✓	C	4.05	1,167	D	✓	C	3.95	1,179	D	✓	F	8.55	982	C	✓	F	11.40	1,134	D	✓
		5:00 PM	C	4.05	1,053	D	✓	C	4.05	1,089	D	✓	C	3.95	1,153	D	✓	C	3.95	1,171	D	✓	F	7.40	1,219	E	✓
		6:00 PM	C	4.05	1,103	D	✓	C	4.05	1,060	D	✓	C	3.95	1,278	E	✓	C	3.95	1,192	D	✓	D	5.05	1,269	E	✓
		7:00 PM	B	2.20	829	C	✓	C	4.05	1,017	D	✓	C	3.95	689	B	✓	C	4.05	965	C	✓	C	3.95	1,212	E	✓
WEEK 19	Nov 04 - Nov 10	2:00 PM	C	4.05	1,252	E	✓	D	5.15	1,320	F	✓	D	5.15	1,398	F	✓	F	7.55	1,531	F	✓	F	16.40	1,517	F	✓
		3:00 PM	D	5.05	1,340	F	✓	D	5.15	1,254	E	✓	E	6.55	1,324	F	✓	F	9.60	1,347	F	✓	F	16.40	1,295	E	✓
		4:00 PM	C	4.05	1,135	D	✓	C	4.05	1,114	D	✓	C	3.95	1,210	E	✓	F	8.55	1,166	D	✓	F	11.40	1,277	E	✓
		5:00 PM	C	4.05	1,111	D	✓	C	4.05	1,115	D	✓	C	3.95	994	C	✓	C	3.95	1,189	D	✓	F	7.40	1,220	E	✓
		6:00 PM	C	4.05	1,046	D	✓	C	4.05	1,175	D	✓	C	3.95	1,069	D	✓	C	3.95	1,245	E	✓	D	5.05	1,323	F	✓
		7:00 PM	B	2.20	791	B	✓	C	4.05	944	C	✓	C	3.95	930	C	✓	C	4.05	1,165	D	✓	C	3.95	1,181	D	✓
WEEK 20	Nov 11 - Nov 17	2:00 PM	C	4.05	1,055	D	✓	D	5.15	1,173	D	✓	D	5.15	1,359	F	✓	F	7.55	1,453	F	✓	F	17.70	1,504	F	✓
		3:00 PM	D	5.05	1,205	E	✓	D	5.15	1,264	E	✓	E	6.55	1,330	F	✓	F	9.60	1,346	F	✓	F	17.70	1,283	E	✓
		4:00 PM	C	4.05	1,077	D	✓	C	4.05	1,152	D	✓	C	3.95	1,141	D	✓	F	8.55	1,064	D	✓	F	11.40	1,128	D	✓
		5:00 PM	C	4.05	1,017	D	✓	C	4.05	1,111	D	✓	C	3.95	1,114	D	✓	C	3.95	1,160	D	✓	F	6.70	1,241	E	✓
		6:00 PM	C	4.05	863	C	✓	C	4.05	1,203	E	✓	C	3.95	1,260	E	✓	C	3.95	1,602	F	✓	E	6.70	1,241	E	✓
		7:00 PM	B	2.20	635	B	✓	C	4.05	882	C	✓	C	3.95	1,048	D	✓	C	4.05	930	C	✓	D	5.15	1,246	E	✓
WEEK 21	Nov 18 - Nov 24	2:00 PM	C	4.05	1,410	F	✓	D	5.15	1,525	F	✓	F	13.65	2,981	F	✓	C	4.05	1,159	D	✓	C	4.05	743	B	✓
		3:00 PM	D	5.05	1,354	F	✓	D	5.15	1,243	E	✓	F	10.60	2,674	F	✓	C	4.05	930	C	✓	B	2.20	654	B	✓
		4:00 PM	C	4.05	1,222	E	✓	C	4.05	1,275	E	✓	F	8.55	3,103	F	✓	C	4.05	990	C	✓	B	2.20	620	B	✓
		5:00 PM	C	4.05	1,125	D	✓	C	4.05	1,305	F	✓	E	6.70	2,973	F	✓	C	4.05	939	C	✓	B	2.20	532	B	✓
		6:00 PM	C	4.05	1,100	D	✓	C	4.05	1,249	E	✓	C	4.05	1,462	F	✓	C	4.05	847	C	✓	B	2.20	434	B	✓
		7:00 PM	B	2.20	959	C	✓	C	4.05	1,120	D	✓	C	4.05	773	B	✓	C	4.05	929	C	✓	A	1.50	382	A	✓
WEEK 22	Nov 25 - Dec 01	2:00 PM	C	4.05	1,233	E	✓	D	5.15	1,271	E	✓	D	5.15	1,347	F	✓	F	\$7.55	1,239	E	✓	F	17.70	1,454	F	✓
		3:00 PM	D	5.05	1,199	D	✓	D	5.15	1,249	E	✓	E	6.55	1,382	F	✓	F	\$9.60	1,152	D	✓	F	17.70	1,227	E	✓
		4:00 PM	C	4.05	1,064	D	✓	C	4.05	1,129	D	✓	C	3.95	1,204	E	✓	F	\$8.55	896	C	✓	F	11.40	1,134	D	✓
		5:00 PM	C	4.05	1,043	D	✓	C	4.05	1,138	D	✓	C	3.95	1,091	D	✓	F	\$3.95	862	C	✓	E	6.70	1,172	D	✓
		6:00 PM	C	4.05	998	C	✓	C	4.05	1,131	D	✓	C	3.95	1,166	D	✓	F	\$3.95	998	C	✓	E	6.70	1,213	E	✓
		7:00 PM	B	2.20	694	B	✓	C	4.05	885	C	✓	C	3.95	1,127	D	✓	F	\$4.05	737	B	✓	D	5.15	1,067	D	✓



RCTC EASTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS
Eastbound PM Peak - County Line to I-15 South

DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

RFP 0-2352
Exhibit B
Attachment C

Toll Adjustment Consideration

Yellow	Above Current LOS
Light Blue	Below Current LOS
Light Green	Toll Adjustment (+)
Light Red	Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments

May 21, 2018	3 Tolls received adjustments
June 11, 2018	3 Tolls received adjustments
July 1, 2018	574 Tolls received COLA adjustments
August 19, 2018	1 Toll received adjustments
October 1, 2018	30 Tolls received adjustments
November 12, 2018	37 Tolls received adjustments

Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1400
F	>1400

ATTACHMENT B3.2

	Monday (PM)					Tuesday (PM)					Wednesday (PM)					Thursday (PM)					Friday (PM)					
	Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment
WEEK 17 Oct 21 - Oct 27	2:00 PM	B	2.85	757	B	C	5.15	794	B	✓	C	5.05	857	C	✓	C	5.05	752	B	✓	C	5.15	913	C	✓	
	3:00 PM	B	2.85	780	B	✓	B	2.80	773	B	✓	C	5.15	842	C	✓	C	5.15	860	C	✓	B	2.80	764	B	✓
	4:00 PM	B	2.85	734	B	✓	B	2.85	729	B	✓	B	2.85	672	B	✓	B	2.80	740	B	✓	B	2.85	695	B	✓
	5:00 PM	B	2.85	699	B	✓	B	2.85	764	B	✓	B	2.85	681	B	✓	B	2.85	760	B	✓	B	2.85	561	B	✓
	6:00 PM	B	2.85	648	B	✓	B	2.85	704	B	✓	B	2.85	665	B	✓	B	2.85	743	B	✓	B	2.85	552	B	✓
	7:00 PM	B	2.85	435	B	✓	B	2.85	644	B	✓	B	2.85	689	B	✓	B	2.85	744	B	✓	B	2.85	576	B	✓
	WEEK 18 Oct 28 - Nov 03	2:00 PM	B	2.85	685	B	✓	C	5.15	808	C	✓	C	5.05	906	C	✓	C	5.05	891	C	✓	C	5.15	913	C
3:00 PM		B	2.85	864	C	✓	B	2.80	695	B	✓	C	5.15	803	C	✓	C	5.15	880	C	✓	B	2.80	745	B	✓
4:00 PM		B	2.85	761	B	✓	B	2.85	719	B	✓	B	2.85	743	B	✓	B	2.80	708	B	✓	B	2.85	683	B	✓
5:00 PM		B	2.85	722	B	✓	B	2.85	755	B	✓	B	2.85	671	B	✓	B	2.85	706	B	✓	B	2.85	713	B	✓
6:00 PM		B	2.85	673	B	✓	B	2.85	731	B	✓	B	2.85	738	B	✓	B	2.85	682	B	✓	B	2.85	736	B	✓
7:00 PM		B	2.85	582	B	✓	B	2.85	704	B	✓	B	2.85	403	B	✓	B	2.85	611	B	✓	B	2.85	559	B	✓
WEEK 19 Nov 04 - Nov 10		2:00 PM	B	2.85	753	B	✓	C	5.15	839	C	✓	C	5.05	832	C	✓	C	5.05	913	C	✓	C	5.15	873	C
	3:00 PM	B	2.85	854	C	✓	B	2.80	755	B	✓	C	5.15	806	C	✓	C	5.15	808	C	✓	B	2.80	745	B	✓
	4:00 PM	B	2.85	751	B	✓	B	2.85	714	B	✓	B	2.85	755	B	✓	B	2.80	680	B	✓	B	2.85	675	B	✓
	5:00 PM	B	2.85	754	B	✓	B	2.85	665	B	✓	B	2.85	630	B	✓	B	2.85	732	B	✓	B	2.85	676	B	✓
	6:00 PM	B	2.85	662	B	✓	B	2.85	754	B	✓	B	2.85	623	B	✓	B	2.85	703	B	✓	B	2.85	664	B	✓
	7:00 PM	B	2.85	477	B	✓	B	2.85	675	B	✓	B	2.85	611	B	✓	B	2.85	732	B	✓	B	2.85	608	B	✓
	WEEK 20 Nov 11 - Nov 17	2:00 PM	B	2.85	647	B	✓	C	5.15	754	B	✓	C	5.05	761	B	✓	C	5.05	923	C	✓	C	5.15	895	C
3:00 PM		B	2.85	801	C	✓	B	2.80	755	B	✓	C	5.15	792	B	✓	C	5.15	859	C	✓	B	2.80	813	C	✓
4:00 PM		B	2.85	681	B	✓	B	2.85	712	B	✓	B	2.85	722	B	✓	B	2.80	710	B	✓	B	2.85	696	B	✓
5:00 PM		B	2.85	615	B	✓	B	2.85	717	B	✓	B	2.85	638	B	✓	B	2.85	655	B	✓	B	2.85	710	B	✓
6:00 PM		B	2.85	554	B	✓	B	2.85	719	B	✓	B	2.85	746	B	✓	B	2.85	320	A	✓	B	2.85	688	B	✓
7:00 PM		B	2.85	420	B	✓	B	2.85	584	B	✓	B	2.85	667	B	✓	B	2.85	672	B	✓	B	2.85	731	B	✓
WEEK 21 Nov 18 - Nov 24		2:00 PM	B	2.85	806	C	✓	C	5.15	855	C	✓	B	2.85	167	A	✓	B	2.85	546	B	✓	A	1.90	411	B
	3:00 PM	B	2.85	837	C	✓	B	2.80	670	B	✓	B	2.85	413	B	✓	B	2.85	511	B	✓	A	1.90	400	A	✓
	4:00 PM	B	2.85	761	B	✓	B	2.85	749	B	✓	B	2.85	67	A	✓	B	2.85	531	B	✓	A	1.90	339	A	✓
	5:00 PM	B	2.85	677	B	✓	B	2.85	726	B	✓	B	2.85	55	A	✓	B	2.85	586	B	✓	A	1.90	353	A	✓
	6:00 PM	B	2.85	645	B	✓	B	2.85	714	B	✓	B	2.85	402	B	✓	B	2.85	591	B	✓	A	1.90	275	A	✓
	7:00 PM	B	2.85	567	B	✓	B	2.85	711	B	✓	B	2.85	444	B	✓	B	2.85	692	B	✓	A	1.90	252	A	✓
	WEEK 22 Nov 25 - Dec 01	2:00 PM	B	2.85	763	B	✓	C	5.15	841	C	✓	C	5.05	761	B	✓	F	\$5.05	751	B	✓	F	\$5.15	899	C
3:00 PM		B	2.85	796	B	✓	B	2.80	774	B	✓	C	5.15	856	C	✓	F	\$5.15	752	B	✓	F	\$2.80	732	B	✓
4:00 PM		B	2.85	659	B	✓	B	2.85	744	B	✓	B	2.85	822	C	✓	F	\$2.80	618	B	✓	F	\$2.85	699	B	✓
5:00 PM		B	2.85	724	B	✓	B	2.85	724	B	✓	B	2.85	641	B	✓	F	\$2.85	516	B	✓	F	\$2.85	659	B	✓
6:00 PM		B	2.85	658	B	✓	B	2.85	618	B	✓	B	2.85	699	B	✓	F	\$2.85	565	B	✓	F	\$2.85	682	B	✓
7:00 PM		B	2.85	464	B	✓	B	2.85	638	B	✓	B	2.85	767	B	✓	F	\$2.85	467	B	✓	F	\$2.85	603	B	✓



RTC WESTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS
Westbound AM Peak - McKinley to County Line

DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

RFP 0-2352
Exhibit B
Attachment C

Toll Adjustment Consideration

Yellow	Above Current LOS
Light Blue	Below Current LOS
Light Green	Toll Adjustment (+)
Light Red	Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments

May 21, 2018	3 Tolls received adjustments
June 11, 2018	3 Tolls received adjustments
July 1, 2018	574 Tolls received COLA adjustments
August 19, 2018	1 Toll received adjustments
October 1, 2018	30 Tolls received adjustments
November 12, 2018	37 Tolls received adjustments

Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1350
F	>1350

ATTACHMENT B3.3

Week	Date	Monday (AM)					Tuesday (AM)					Wednesday (AM)					Thursday (AM)					Friday (AM)					
		Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment
WEEK 17	Oct 21 - Oct 27	4:00 AM	E	6.55	1,446	F	✓	E	6.55	1,419	F	✓	E	6.55	1,522	F	✓	E	6.55	1,502	F	✓	C	3.95	1,104	D	✓
		5:00 AM	F	17.90	1,241	E	✓	F	16.15	1,529	F	✓	F	17.15	1,139	D	✓	F	16.90	1,228	E	✓	F	7.90	1,481	F	✓
		6:00 AM	F	16.55	1,232	E	✓	F	16.15	1,213	E	✓	F	15.15	1,342	E	✓	F	15.15	1,272	E	✓	F	7.15	1,534	F	✓
		7:00 AM	F	11.90	1,517	F	✓	F	11.90	1,499	F	✓	F	12.65	1,642	F	✓	F	10.90	1,569	F	✓	E	6.70	1,418	F	✓
		8:00 AM	F	7.15	1,707	F	✓	F	7.15	1,634	F	✓	F	7.15	1,595	F	✓	F	7.90	1,629	F	✓	D	5.15	1,272	E	✓
		9:00 AM	C	4.05	1,201	E	✓	D	5.05	1,357	F	✓	C	3.95	1,253	E	✓	C	3.95	1,430	F	✓	C	4.05	934	C	✓
WEEK 18	Oct 28 - Nov 03	4:00 AM	E	6.55	1,448	F	✓	E	6.55	1,432	F	✓	E	6.55	1,502	F	✓	E	6.55	1,481	F	✓	C	3.95	1,120	D	✓
		5:00 AM	F	17.90	1,328	E	✓	F	16.15	1,477	F	✓	F	17.15	1,158	D	✓	F	16.90	1,179	D	✓	F	7.90	1,527	F	✓
		6:00 AM	F	16.55	1,268	E	✓	F	16.15	1,058	D	✓	F	15.15	1,367	F	✓	F	15.15	1,301	E	✓	F	7.15	1,523	F	✓
		7:00 AM	F	11.90	1,632	F	✓	F	11.90	1,606	F	✓	F	12.65	1,586	F	✓	F	10.90	1,555	F	✓	E	6.70	1,480	F	✓
		8:00 AM	F	7.15	1,510	F	✓	F	7.15	1,607	F	✓	F	7.15	1,467	F	✓	F	7.90	1,433	F	✓	D	5.15	1,157	D	✓
		9:00 AM	C	4.05	1,227	E	✓	D	5.05	1,230	E	✓	C	3.95	1,017	D	✓	C	3.95	1,508	F	✓	C	4.05	890	C	✓
WEEK 19	Nov 04 - Nov 10	4:00 AM	E	6.55	1,379	F	✓	E	6.55	1,496	F	✓	E	6.55	1,497	F	✓	E	6.55	1,334	E	✓	C	3.95	1,172	D	✓
		5:00 AM	F	17.90	1,415	F	✓	F	16.15	1,436	F	✓	F	17.15	1,142	D	✓	F	16.90	1,194	D	✓	F	7.90	1,480	F	✓
		6:00 AM	F	16.55	1,111	D	✓	F	16.15	1,241	E	✓	F	15.15	1,374	F	✓	F	15.15	1,391	F	✓	F	7.15	1,608	F	✓
		7:00 AM	F	11.90	1,552	F	✓	F	11.90	1,646	F	✓	F	12.65	1,723	F	✓	F	10.90	1,918	F	✓	E	6.70	1,411	F	✓
		8:00 AM	F	7.15	1,618	F	✓	F	7.15	1,472	F	✓	F	7.15	1,546	F	✓	F	7.90	1,556	F	✓	D	5.15	1,229	E	✓
		9:00 AM	C	4.05	1,240	E	✓	D	5.05	1,391	F	✓	C	3.95	1,167	D	✓	C	3.95	1,276	E	✓	C	4.05	904	C	✓
WEEK 20	Nov 11 - Nov 17	4:00 AM	E	6.55	932	C	✓	E	6.55	1,386	F	✓	E	6.55	1,519	F	✓	E	6.55	1,479	F	✓	C	3.95	1,077	D	✓
		5:00 AM	F	18.90	923	C	✓	F	17.45	1,403	F	✓	F	18.45	1,145	D	✓	F	18.20	1,205	E	✓	F	7.90	1,576	F	✓
		6:00 AM	F	17.55	908	C	✓	F	17.15	1,114	D	✓	F	16.15	1,372	F	✓	F	16.15	1,320	E	✓	F	7.15	1,541	F	✓
		7:00 AM	F	13.20	984	C	✓	F	13.20	1,527	F	✓	F	13.95	1,609	F	✓	F	12.20	1,633	F	✓	E	6.70	1,447	F	✓
		8:00 AM	F	8.45	957	C	✓	F	8.45	1,608	F	✓	F	8.45	1,536	F	✓	F	9.20	1,524	F	✓	D	5.15	1,301	E	✓
		9:00 AM	C	4.05	912	C	✓	D	5.05	1,358	F	✓	C	3.95	1,147	D	✓	C	3.95	1,370	F	✓	C	4.05	900	C	✓
WEEK 21	Nov 18 - Nov 24	4:00 AM	E	6.55	1,534	F	✓	E	6.55	1,457	F	✓	F	7.45	1,103	D	✓	A	1.50	43	A	✓	A	1.50	110	A	✓
		5:00 AM	F	18.90	1,429	F	✓	F	17.45	1,582	F	✓	E	6.70	1,535	F	✓	A	1.50	61	A	✓	A	1.50	203	A	✓
		6:00 AM	F	17.55	1,221	E	✓	F	17.15	1,116	D	✓	E	6.70	1,301	E	✓	A	1.50	74	A	✓	A	1.50	256	A	✓
		7:00 AM	F	13.20	1,520	F	✓	F	13.20	1,461	F	✓	E	6.70	1,227	E	✓	A	1.50	124	A	✓	A	1.50	314	A	✓
		8:00 AM	F	8.45	1,512	F	✓	F	8.45	1,483	F	✓	C	4.05	1,100	D	✓	A	1.50	210	A	✓	A	1.50	383	A	✓
		9:00 AM	C	4.05	1,212	E	✓	D	5.05	1,117	D	✓	B	2.20	856	C	✓	B	2.20	357	A	✓	B	2.20	467	B	✓
WEEK 22	Nov 25 - Dec 01	4:00 AM	E	6.55	1,548	F	✓	E	6.55	1,442	F	✓	E	6.55	1,549	F	✓	E	6.55	1,421	F	✓	C	3.95	1,117	D	✓
		5:00 AM	F	18.90	1,475	F	✓	F	17.45	1,465	F	✓	F	18.45	1,238	E	✓	F	18.20	1,069	D	✓	F	7.90	1,442	F	✓
		6:00 AM	F	17.55	1,227	E	✓	F	17.15	1,054	D	✓	F	16.15	1,516	F	✓	F	16.15	1,233	E	✓	F	7.15	1,545	F	✓
		7:00 AM	F	13.20	1,499	F	✓	F	13.20	1,550	F	✓	F	13.95	1,619	F	✓	F	12.20	1,385	F	✓	E	6.70	1,437	F	✓
		8:00 AM	F	8.45	1,599	F	✓	F	8.45	1,644	F	✓	F	8.45	1,643	F	✓	F	9.20	1,375	F	✓	D	5.15	1,311	E	✓
		9:00 AM	C	4.05	1,197	D	✓	D	5.05	1,426	F	✓	C	3.95	1,345	E	✓	C	3.95	1,345	E	✓	C	4.05	906	C	✓



RCTC WESTBOUND PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS
Westbound AM Peak - I-15 North to County Line
 DURING RAMP-UP PERIOD (March 20, 2017 to March 19, 2019)

RFP 0-2352
Exhibit B
Attachment C

Toll Adjustment Consideration

Yellow	Above Current LOS
Light Blue	Below Current LOS
Light Green	Toll Adjustment (+)
Light Red	Toll Adjustment (-)

Latest 6 Congestion-Relief Toll Adjustments

May 21, 2018	3 Tolls received adjustments
June 11, 2018	3 Tolls received adjustments
July 1, 2018	574 Tolls received COLA adjustments
August 19, 2018	1 Toll received adjustments
October 1, 2018	30 Tolls received adjustments
November 12, 2018	37 Tolls received adjustments

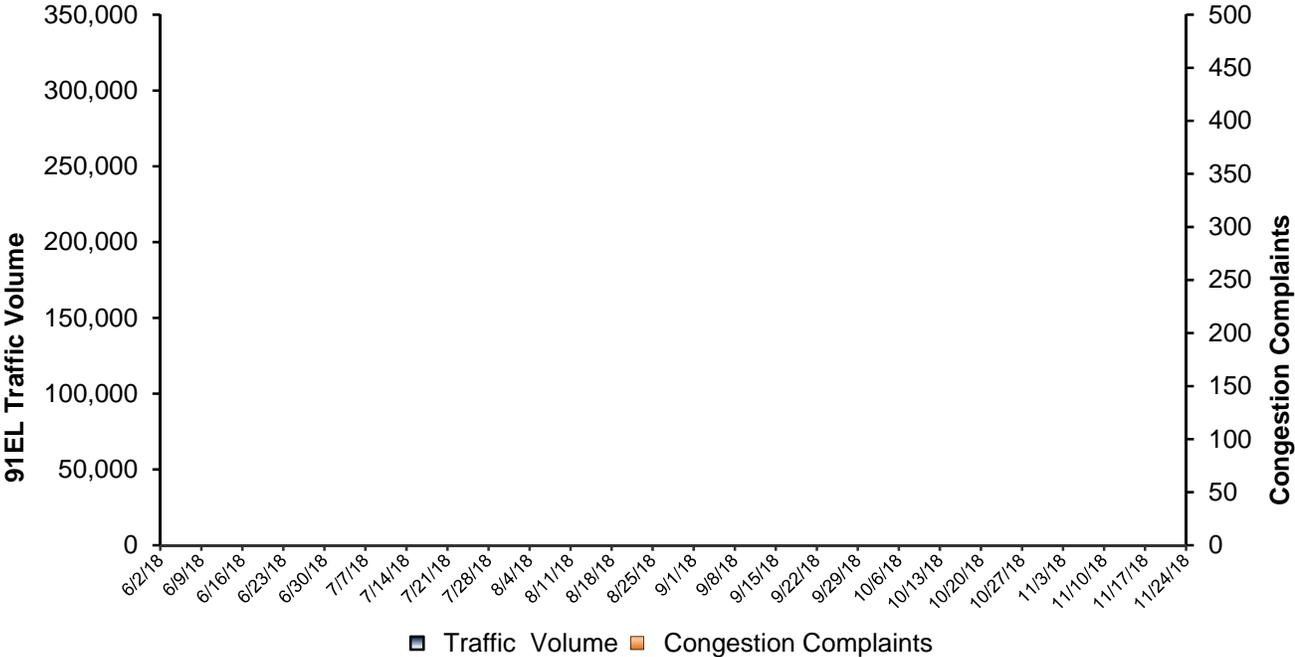
Level of Service (LOS)	Traffic Volume (Range)
A	0-400
B	401-800
C	801-1000
D	1001-1200
E	1201-1400
F	>1400

ATTACHMENT B3.4

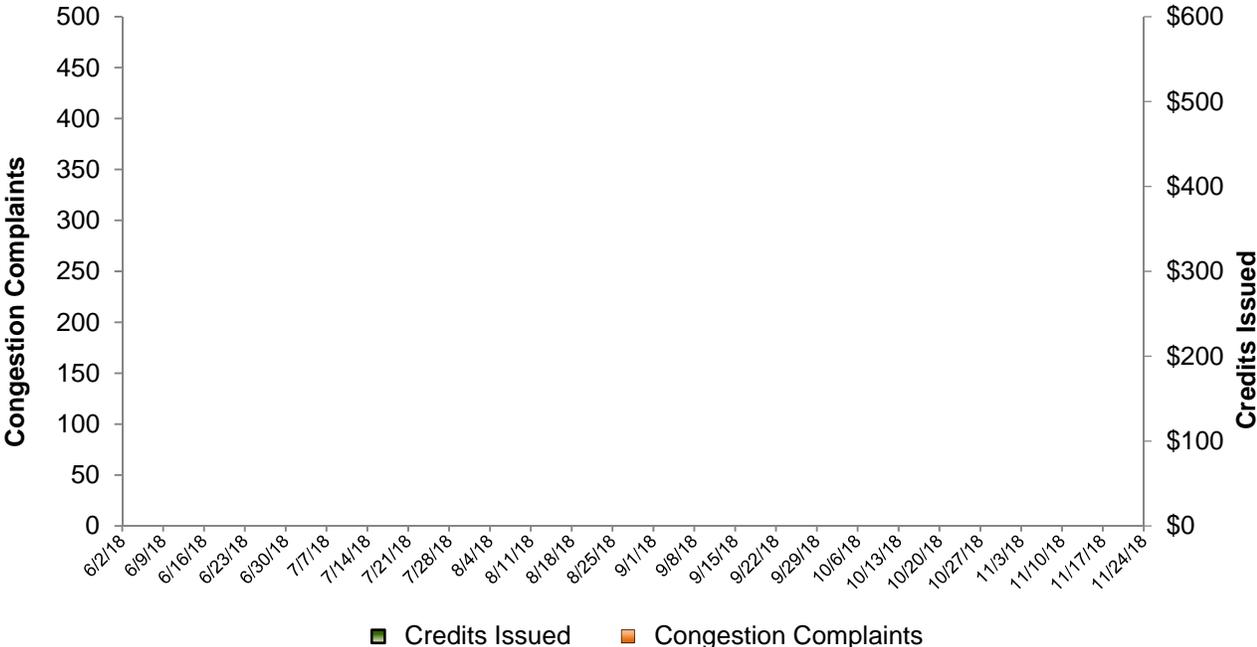
WEEK	Date Range	Monday (AM)					Tuesday (AM)					Wednesday (AM)					Thursday (AM)					Friday (AM)					
		Time	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment	Current LOS	Current Toll	Volume	Actual LOS	Available for Toll Adjustment
WEEK 17	Oct 21 - Oct 27	4:00 AM	C	5.05	1,023	D	✓	C	5.05	997	C	✓	C	5.05	988	C	✓	C	5.05	882	C	✓	B	2.85	813	C	✓
		5:00 AM	F	16.40	1,322	E	✓	F	14.40	1,324	E	✓	F	14.40	1,399	E	✓	F	12.40	1,421	F	✓	C	5.15	1,266	E	✓
		6:00 AM	F	15.40	1,430	F	✓	F	13.40	1,416	F	✓	F	15.40	1,297	E	✓	F	13.40	1,262	F	✓	D	6.65	1,223	E	✓
		7:00 AM	F	11.40	1,350	E	✓	F	9.40	1,408	F	✓	F	11.40	1,435	F	✓	F	10.40	1,432	F	✓	C	5.15	1,051	D	✓
		8:00 AM	D	6.50	1,337	E	✓	D	6.50	1,456	F	✓	D	6.50	1,293	E	✓	D	6.65	1,350	E	✓	C	5.15	947	C	✓
		9:00 AM	C	5.05	873	C	✓	C	5.15	996	C	✓	C	5.15	1,016	D	✓	C	5.15	1,006	D	✓	B	2.85	699	B	✓
WEEK 18	Oct 28 - Nov 03	4:00 AM	C	5.05	1,044	D	✓	C	5.05	971	C	✓	C	5.05	935	C	✓	C	5.05	958	C	✓	B	2.85	803	C	✓
		5:00 AM	F	16.40	1,299	E	✓	F	14.40	1,315	E	✓	F	14.40	1,432	F	✓	F	12.40	1,457	F	✓	C	5.15	1,244	E	✓
		6:00 AM	F	15.40	1,375	E	✓	F	13.40	1,340	E	✓	F	15.40	1,416	F	✓	F	13.40	1,392	E	✓	D	6.65	1,198	D	✓
		7:00 AM	F	11.40	1,334	E	✓	F	9.40	1,438	F	✓	F	11.40	1,370	E	✓	F	10.40	1,379	E	✓	C	5.15	1,044	D	✓
		8:00 AM	D	6.50	1,203	E	✓	D	6.50	1,468	F	✓	D	6.50	1,160	D	✓	D	6.65	1,211	E	✓	C	5.15	949	C	✓
		9:00 AM	C	5.05	851	C	✓	C	5.15	965	C	✓	C	5.15	808	C	✓	C	5.15	976	C	✓	B	2.85	741	B	✓
WEEK 19	Nov 04 - Nov 10	4:00 AM	C	5.05	1,073	D	✓	C	5.05	1,044	D	✓	C	5.05	984	C	✓	C	5.05	974	C	✓	B	2.85	814	C	✓
		5:00 AM	F	16.40	1,350	E	✓	F	14.40	1,369	E	✓	F	14.40	1,446	F	✓	F	12.40	1,426	F	✓	C	5.15	1,312	E	✓
		6:00 AM	F	15.40	1,391	E	✓	F	13.40	1,439	F	✓	F	15.40	1,320	E	✓	F	13.40	1,380	E	✓	D	6.65	1,238	E	✓
		7:00 AM	F	11.40	1,413	F	✓	F	9.40	1,441	F	✓	F	11.40	1,478	F	✓	F	10.40	1,490	F	✓	C	5.15	1,052	D	✓
		8:00 AM	D	6.50	1,354	E	✓	D	6.50	1,449	F	✓	D	6.50	1,289	E	✓	D	6.65	1,238	E	✓	C	5.15	927	C	✓
		9:00 AM	C	5.05	965	C	✓	C	5.15	1,070	D	✓	C	5.15	943	C	✓	C	5.15	1,002	D	✓	B	2.85	651	B	✓
WEEK 20	Nov 11 - Nov 17	4:00 AM	C	5.05	616	B	✓	C	5.05	1,069	D	✓	C	5.05	995	C	✓	C	5.05	987	C	✓	B	2.85	864	C	✓
		5:00 AM	F	17.40	882	C	✓	F	15.40	1,384	E	✓	F	15.70	1,353	E	✓	F	13.70	1,485	F	✓	C	5.15	1,299	E	✓
		6:00 AM	F	16.40	1,001	D	✓	F	14.70	1,474	F	✓	F	16.70	1,402	F	✓	F	14.70	1,392	E	✓	D	6.65	1,171	D	✓
		7:00 AM	F	12.40	768	B	✓	F	10.70	1,450	F	✓	F	12.70	1,477	F	✓	F	11.70	1,409	F	✓	C	5.15	1,109	D	✓
		8:00 AM	E	8.55	703	B	✓	E	8.55	1,350	E	✓	E	8.55	1,152	D	✓	D	6.65	1,198	D	✓	C	5.15	895	C	✓
		9:00 AM	C	5.05	644	B	✓	C	5.15	993	C	✓	C	5.15	948	C	✓	C	5.15	970	C	✓	B	2.85	686	B	✓
WEEK 21	Nov 18 - Nov 24	4:00 AM	C	5.05	1,035	D	✓	C	5.05	985	C	✓	C	5.15	818	C	✓	A	1.90	48	A	✓	A	1.90	92	A	✓
		5:00 AM	F	17.40	1,335	E	✓	F	15.40	1,373	E	✓	E	8.55	1,143	D	✓	A	1.90	67	A	✓	A	1.90	167	A	✓
		6:00 AM	F	16.40	1,454	F	✓	F	14.70	1,353	E	✓	C	5.15	1,099	D	✓	A	1.90	70	A	✓	A	1.90	181	A	✓
		7:00 AM	F	12.40	1,385	E	✓	F	10.70	1,117	D	✓	B	2.85	899	C	✓	A	1.90	98	A	✓	A	1.90	177	A	✓
		8:00 AM	E	8.55	1,188	D	✓	E	8.55	1,022	D	✓	B	2.85	804	C	✓	A	1.90	175	A	✓	A	1.90	256	A	✓
		9:00 AM	C	5.05	772	B	✓	C	5.15	812	C	✓	B	2.85	563	B	✓	A	1.90	338	A	✓	A	1.90	393	A	✓
WEEK 22	Nov 25 - Dec 01	4:00 AM	C	5.05	1,101	D	✓	C	5.05	1,000	C	✓	C	5.05	1,037	D	✓	C	5.05	917	C	✓	B	2.85	826	C	✓
		5:00 AM	F	17.40	1,375	E	✓	F	15.40	1,461	F	✓	F	15.70	1,407	F	✓	F	13.70	1,357	E	✓	C	5.15	1,199	D	✓
		6:00 AM	F	16.40	1,415	F	✓	F	14.70	1,462	F	✓	F	16.70	1,339	E	✓	F	14.70	1,305	E	✓	D	6.65	1,072	D	✓
		7:00 AM	F	12.40	1,279	E	✓	F	10.70	1,362	E	✓	F	12.70	1,423	F	✓	F	11.70	1,057	D	✓	C	5.15	1,033	D	✓
		8:00 AM	E	8.55	1,143	D	✓	E	8.55	1,349	E	✓	E	8.55	1,289	E	✓	D	6.65	1,049	D	✓	C	5.15	991	C	✓
		9:00 AM	C	5.05	850	C	✓	C	5.15	897	C	✓	C	5.15	951	C	✓	C	5.15	500	B	✓	B	2.85	698	B	✓

RCTC's Most Recent 6-Month Period
 June 2018 through November 2018

Traffic Volume vs Congestion Complaints - Redacted



Congestion Complaints vs Toll Credits Issued - Redacted

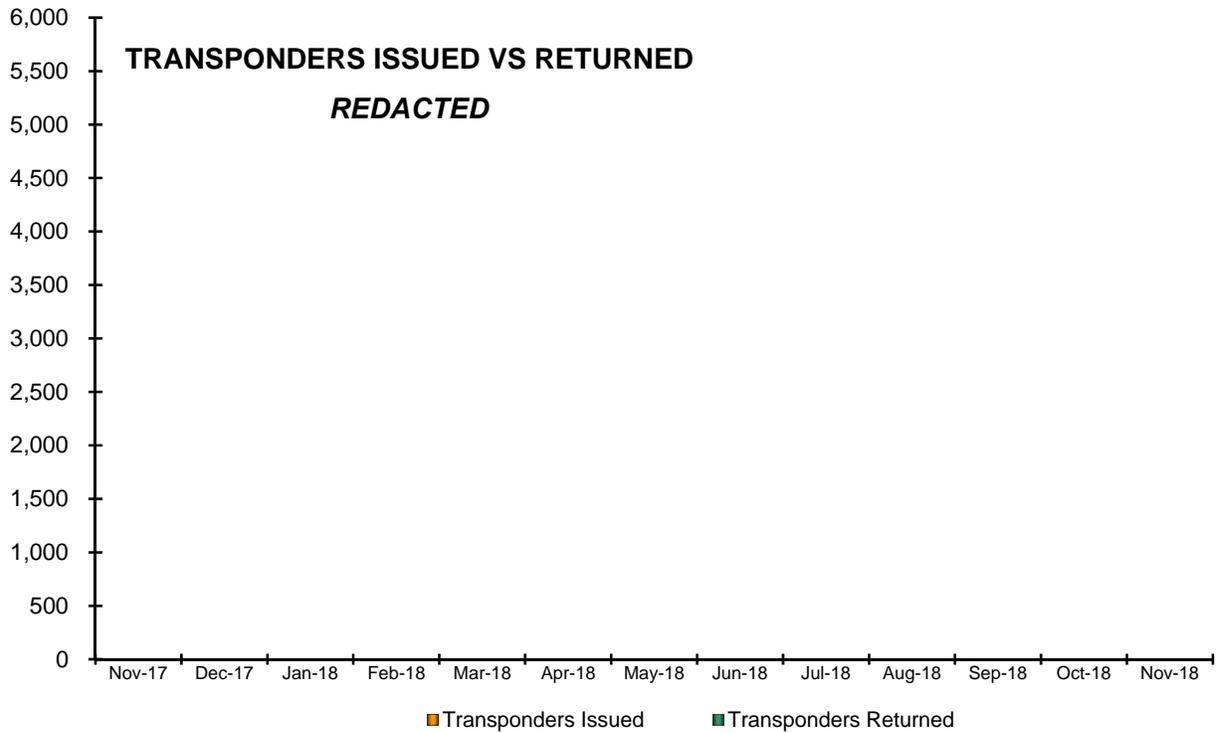


TRANSPONDER DISTRIBUTION 91 Express Lanes

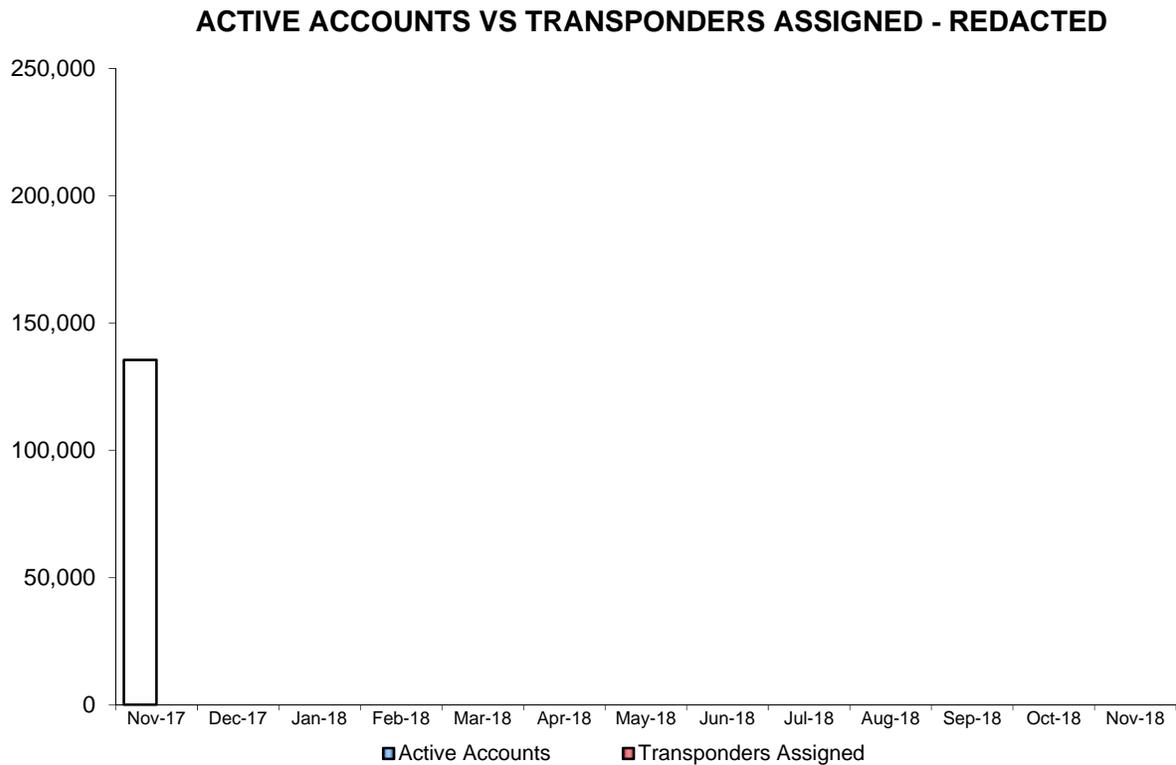
RFP 0-2352
Exhibit B
Attachment C

Most Recent 13-Month Period
November 2017 through November 2018

ATTACHMENT C1



ATTACHMENT C2



**91 Express Lanes
CUSTOMER COMMUNICATION CHANNEL
Most Recent 13-Month Period
November 2017 through November 2018**

Nov-18
Oct-18
Sep-18
Aug-18
Jul-18
Jun-18
May-18
Apr-18
Mar-18
Feb-18
Jan-18
Dec-17
Nov-17

■ CSC Phones ■ Website ■ Email ■ US Mail

Sample Quarterly Status Report

Sample 91 Express Lanes Quarterly Status Report

NOTE: Some data has been redacted.

Attached is the 91 Express Lanes Quarterly Status Report for the First Quarter of OCTA's Fiscal Year 2018-19; July 1 through September 30, 2018.

The following information is provided in this report:

1. OPERATIONS

1.1 Quarterly Operations Overview

1.1a Trip and Revenue Statistics for the First Quarter of FY2018-19

1.1b Multi Agency Trip and Revenue Statistics

1.2 Operations Highlights

1.2.1 Customer Accounts and Transponder Distribution

1.2.2 Traffic Volumes

1.2.3 Incidents and Accidents

1.2.4 On-road Maintenance

1.2.5 Customer Service and Violation Processing

1.2.6 ETTM Status

1.2.7 Information Technology

2. FINANCIAL PERFORMANCE

3. OTHER ACTIVITIES AND ISSUES

3.1 Traffic Volume and Associated Potential Revenue

3.2 Active Accounts and Transponders Assigned

91 EXPRESS LANES QUARTERLY STATUS REPORT

FIRST QUARTER - OCTA FISCAL YEAR 2018-19

July 1 through September 30, 2018

1. OPERATIONS

1.1 Quarterly Operations Overview

Total traffic volume on the 91 Express Lanes for the first quarter of Fiscal Year 2018-19 was 4,467,727; representing a daily average of 48,562. This is an increase of 1.3% in total traffic volume from the previous quarter's total of 4,408,575. Potential toll revenue for the first quarter is \$13,172,688; an increase of 1.7% from the previous quarter's total of \$12,947,640. Traffic volume for the first quarter of FY 2018-19 was up 7.7% compared to the first quarter of FY 2017-18. Potential revenue for the same period was 7.0% above that of FY 2017-18. Carpool percentage for the first quarter was 26.6%, compared to 25.9% in the previous quarter. The first quarter traffic and revenue data compared to Stantec projections are summarized below.

Please note that the trip and revenue statistics table 1.1a represents all trips taken on the OCTA portion of the 91 Express Lanes and associated potential revenue. The Multi Agency Trip and Revenue statistics table 1.1b represents all trips taken on the 91 Express Lanes and associated revenue by Agency segments.

1.1a Trip and Revenue Statistics for the First Quarter of FY 2018-19

(FY2016-17 and FY2017-18 data is for July 1 through September 30, 2018)

Trips	FY 2018-19 1st Qtr	Stantec 1st Qtr Projected	# Variance	% Variance	FY 2017-18 1st Qtr	Yr-to-Yr % Variance
Full Toll Lanes	3,280,307	3,312,475	(32,168)	(1.0%)	3,100,900	5.8%
3+ Lanes	1,187,420	1,043,523	143,897	13.8%	1,047,712	13.3%
Total Gross Trips	4,467,727	4,355,998	111,729	2.6%	4,148,612	7.7%
Revenue						
Full Toll Lanes	\$12,944,382	\$13,185,568	(\$241,186)	(1.8%)	\$12,087,254	7.1%
3+ Lanes	\$228,306	\$251,468	(\$23,163)	(9.2%)	\$221,621	3.0%
Total Gross Revenue	\$13,172,688	\$13,437,036	(\$264,348)	(2.0%)	\$12,308,875	7.0%
Average Revenue per Trip						
Average Full Toll Lanes	\$3.95	\$3.98	(\$0.03)	(0.8%)	\$3.90	1.3%
Average 3+ Lanes	\$0.19	\$0.24	(\$0.05)	(20.8%)	\$0.21	(9.5%)
Average Gross Revenue	\$2.95	\$3.08	(\$0.13)	(4.2%)	\$2.97	(0.7%)

Agency Trip and Revenue Statistics for the First Quarter of FY 2018-19

MULTI AGENCY TRIP AND REVENUE STATISTICS

QUARTER ENDING September 30, 2018

FY 18-19 1st Qtr	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	2,193,431	1,344,289	61%	\$ 5,408,641
RCTC	2,104,105	1,344,289	64%	\$ 8,676,885
I-15	910,450	605,703	67%	\$ 3,920,155
McKinley	1,193,655	738,586	62%	\$ 4,756,731
Eastbound				
OCTA	2,274,296	1,241,190	55%	\$ 7,764,047
RCTC	1,784,871	1,241,190	70%	\$ 5,053,502
I-15	641,434	493,975	77%	\$ 1,387,906
McKinley	1,143,437	747,215	65%	\$ 3,665,596

1.2 Operations Highlights

1.2.1 Customer Accounts and Transponder Distribution

During the first quarter of FY2018-19, the 91 Express Lanes opened a daily average of 53 new accounts per 7-day week. Total active customer accounts at the end of the first quarter numbered 143,301 with 218,136 transponders assigned. As of the end of the first quarter, full-toll paying accounts made up approximately 92% of all active accounts. Full-toll paying accounts include all accounts except discount-toll accounts (3+Carpool, zero emission vehicles, disabled person, disabled veteran, and motorcycle) and non-toll accounts (Caltrans, CHP).

1.2.2 Traffic Volumes

Combined Facility (SR91 general-purpose lanes plus OCTA 91 Express Lanes) global demand data is compiled at the mid-point of the OCTA Express Lanes between Imperial Hwy and Weir Canyon using Caltrans' loops; therefore, traffic volumes are only a representation of throughput in the 91 Corridor and may differ from traffic volumes obtained through OCTA's TollPlus system.

During the first quarter, weekday peak-hour global demand averaged 94,096 vehicles per weekday (excluding holidays). During peak traffic hours the OCTA 91 Express Lanes captured 38% of the eastbound evening commuter traffic and 21% of the westbound morning commuter traffic, with overall capture rate of 29%.

1.2.3 Incidents and Accidents

OCTA Customer Assistance Specialists responded to an average of 4 calls per day during the first quarter. The majority of these calls continue to be debris removal and assisting stalled vehicles.

There were 38 accidents reported during the first quarter; of the 38 accidents reported, 23 originated in the OCTA 91 Express Lanes and 15 originated in the general purpose lanes.

1.2.5 Customer Service and Violation Processing- REDACTED

Activity	Response	Performance Standard
Call Wait Times		
Abandon Rate		
Total Calls		
Calls Handled by Customer Service Reps		
Calls Handled by IVR (automated system)		
Transponder Distribution		
Processing Response Time		

During the fourth quarter, Violation Processing processed 151,145 OCTA transactions (vehicles without transponder-reads or valid accounts). These violations are pursued in accordance with state toll-evasion enforcement procedures and OCTA policy.

First-quarter and year-to-date collection efforts are summarized in the following table:

COLLECTION EFFORTS	Q1		FY 2018-19 To-Date	
	Records	Recovered	Records	Recovered
COFIROUTE RECOVERED				
Customer Violations				
Non-customer Violations				
Cofiroute Collection Totals:				
COLLECTIONS AGENCY RECOVERED				
Unresolved Customer Acct Collections				
Unresolved Non-customer Violations				
Judgments				
*Tax Intercept				
*Lottery Intercept				
Collections Agency Totals:				
TOTAL COLLECTION:				

*Note: Data is based on activity quarter when collected. Additional data may be received after the date of this report.

1.2.6 ETTM

Cofiroute USA completed maintenance on the ETTM equipment at lane level. Coordinated efforts were made with vendors to perform maintenance on generators, A/C units, and UPS units. Damaged cameras were replaced and sent out for repairs. Quarterly Vault inspections were completed. Various OCTA equipment was bench tested to insure proper functionality before installation in the field. Failed Equipment was replaced with spare units in the lanes and sent to vendors for replacement. Failed sign equipment was replaced with vendor provided spares. Crosstown re-terminated the connection to the OCTA 55NB info sign switch.

1.2.7 Information Technology

During the first quarter, routine IT operations including hardware maintenance, security patches, and updates were performed on schedule. Migration from WhatsUp Gold to Solarwinds has been completed for system monitoring as well. New Virtual Machine group was installed and configured on Nimble. All NetApp VMs were successfully migrated to the new Nimble VM farm. Quarterly and monthly system checks were also completed on schedule.

On July 24, 2018, in the late evening, the Barracuda Web Filter became unresponsive and required a power cycle to regain functionality.

2. FINANCIAL PERFORMANCE

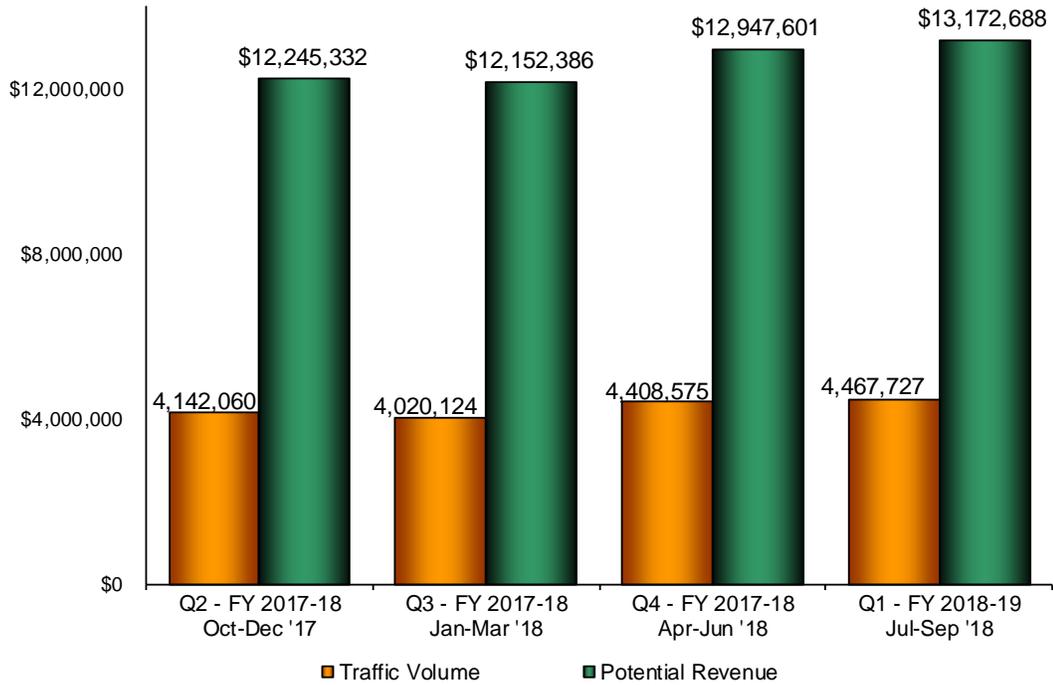
Traffic and revenue statistics for the first quarter of FY 2018-19 are detailed in Section 1.1 of this report. OCTA prepares the consolidated financials for the 91 Express Lanes. On a monthly basis, Cofiroute USA provides OCTA with financial data regarding certain revenue and expenditure categories and line items under Cofiroute USA control.

Cofiroute USA continues to provide OCTA with the required financial information on or before the required date each month.

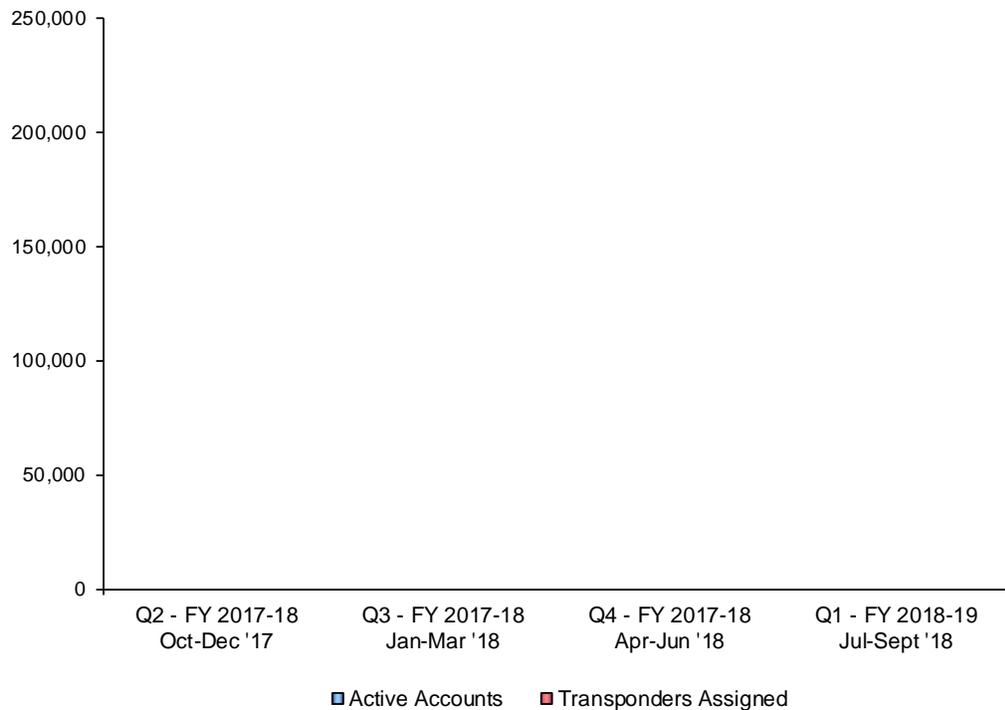
3. OTHER ACTIVITES AND ISSUES

OCTA'S FISCAL YEAR 2018-19 ~ Q1
Most-recent Four Quarters

TRAFFIC VOLUME &
ASSOCIATED POTENTIAL REVENUE



ACTIVE ACCOUNTS AND TRANSPONDERS ASSIGNED- REDACTED



**RFP 0-2352
Exhibit B
Attachment C**

Sample Weekday Peak-Hour Traffic, Global Demand and Traffic and Revenue Statistics

Following are the Weekday Peak-Hour Traffic, Global Demand and Traffic and Revenue statistics for the 91 Express Lanes for the period Jan 06-12, 2019. The Multi Agency Trip and Revenue Statistics and Weekday Peak Volumes for Determining Toll Adjustments are also provided.

WEEKDAY PEAK-HOUR TRAFFIC

Eastbound PM Peak

PM Time	Monday 01/07/19				Tuesday 01/08/19				Wednesday 01/09/19				Thursday 01/10/19				Friday 01/11/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
1400 - 1500	\$5.05	445	2,494	73%	\$5.05	478	2,851	84%	\$5.05	448	2,885	85%	\$5.95	534	3,260	96%	\$6.35	588	3,359	99%
1500 - 1600	\$5.40	713	3,274	96%	\$5.65	683	2,823	83%	\$7.00	749	2,959	87%	\$6.00	680	3,093	91%	\$9.65	785	2,632	77%
1600 - 1700	\$5.25	470	2,765	81%	\$5.50	492	2,917	86%	\$6.75	518	3,151	93%	\$8.80	597	3,020	89%	\$9.45	531	2,617	77%
1700 - 1800	\$5.20	623	3,053	90%	\$5.40	539	2,880	85%	\$6.90	479	2,493	73%	\$9.20	530	2,357	69%	\$6.90	627	2,872	84%
1800 - 1900	\$5.40	768	2,576	76%	\$3.85	741	2,953	87%	\$3.85	751	2,902	85%	\$4.75	761	2,978	88%	\$6.40	796	2,889	85%
1900 - 2000	\$3.75	436	1,379	41%	\$3.75	653	2,347	69%	\$3.75	728	2,573	76%	\$5.50	761	2,646	78%	\$5.95	685	2,149	63%

Westbound AM Peak

AM Time	Monday 01/07/19				Tuesday 01/08/19				Wednesday 01/09/19				Thursday 01/10/19				Friday 01/11/19			
	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.	Price	HOV	Vol.	Cap.
0400 - 0500	\$3.00	772	2,461	72%	\$3.00	775	2,343	69%	\$3.00	771	2,393	70%	\$3.00	780	2,335	69%	\$3.00	670	1,936	57%
0500 - 0600	\$4.85	868	2,383	70%	\$4.85	993	2,639	78%	\$4.85	902	2,518	74%	\$4.85	892	2,504	74%	\$4.60	806	2,420	71%
0600 - 0700	\$5.05	626	2,043	60%	\$5.05	632	2,021	59%	\$5.05	675	2,130	63%	\$5.05	656	2,103	62%	\$4.85	651	2,012	59%
0700 - 0800	\$5.55	495	2,008	59%	\$5.55	511	2,054	60%	\$5.55	480	1,944	57%	\$5.55	528	2,091	62%	\$5.40	486	1,963	58%
0800 - 0900	\$5.05	353	1,968	58%	\$5.05	321	1,962	58%	\$5.05	365	2,042	60%	\$5.05	394	2,123	62%	\$4.85	339	1,904	56%
0900 - 1000	\$4.00	404	1,987	58%	\$4.00	350	1,966	58%	\$4.00	411	2,104	62%	\$4.00	395	2,242	66%	\$4.00	359	1,601	47%

WEEKDAY PEAK-HOUR GLOBAL DEMAND

The following throughput data is obtained from the PeMS (Freeway Performance Measurement System) website. This project is conducted by UC Berkeley, with the cooperation of Caltrans. The following Combined Facility data is compiled at the mid-point of the facility using Caltrans' loops; therefore, traffic volumes are only a representation of throughput in the 91 Corridor and will differ from traffic volumes obtained through OCTA's Toll Plus system.

FY 2018-19 Wk	Week Days Monday-Friday	Lanes	Eastbound Demand 2:00-7:59 pm	EB Capture Rate	Westbound Demand 4:00-9:59 am	WB Capture Rate	Combined Facility Demand	Overall Capture Rate
28	Jan 06-12 2019	91EL	82,857	37%	50,151	21%	133,008	28%
		Mainline	143,237	63%	192,674	79%	335,911	72%
		TOTAL:	226,094		242,825		468,919	

TRIP AND REVENUE STATISTICS

WEEK ENDING January 12, 2019

(FY 2018-19 and FY 2017-18 data is for Sunday through Saturday)

Trips	FY 2018-19 Current Week Actual	Stantec Current Week Projected	# Variance	% Variance	FY 2017-18 Corresponding Week Actual	Yr-to-Yr % Variance
Full Toll Lanes	230,203	242,929	(12,726)	(5.2%)	217,347	5.9%
3+ Lanes	83,315	70,429	12,886	18.3%	72,583	14.8%
Total Gross Trip	313,518	313,358	160	0.1%	289,930	8.1%
Revenue						
Full Toll Lanes	\$ 929,881	\$ 985,987	\$ (56,106)	(5.7%)	\$ 865,878	7.4%
3+ Lanes	\$ 18,807	\$ 18,810	\$ (3)	(0.0%)	\$ 17,343	8.4%
Total Gross Revenue	\$ 948,688	\$ 1,004,797	\$ (56,108)	(5.6%)	\$ 883,221	7.4%
Average Revenue Per Trip						
Average Full Toll Lanes	\$4.04	\$4.06	(\$0.02)	(0.5%)	\$3.98	1.5%
Average 3+ Lanes	\$0.23	\$0.27	(\$0.04)	(14.8%)	\$0.24	(4.2%)
Average Gross Revenue	\$3.03	\$3.21	(\$0.18)	(5.6%)	\$3.05	(0.7%)

MONTH-TO-DATE AS OF January 12, 2019

(FY 2018-19 and FY 2017-18 data is for January 01, 2019 through January 12, 2019)

Trips	FY 2018-19 MTD Actual	Stantec MTD Projected	# Variance	% Variance	FY 2017-18 MTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	373,445	383,428	(9,983)	(2.6%)	365,215	2.3%
3+ Lanes	142,988	128,246	14,742	11.5%	124,782	14.6%
Total Gross Trip	516,433	511,674	4,759	0.9%	489,997	5.4%
Revenue						
Full Toll Lanes	\$ 1,535,729	\$ 1,555,591	\$ (19,862)	(1.3%)	\$ 1,493,634	2.8%
3+ Lanes	\$ 31,262	\$ 29,676	\$ 1,586	5.3%	\$ 33,222	(5.9%)
Total Gross Revenue	\$ 1,566,991	\$ 1,585,267	\$ (18,277)	(1.2%)	\$ 1,526,856	2.6%
Average Revenue Per Trip						
Average Full Toll Lanes	\$4.11	\$4.06	\$0.05	1.2%	\$4.09	0.5%
Average 3+ Lanes	\$0.22	\$0.23	(\$0.01)	(4.3%)	\$0.27	(18.5%)
Average Gross Revenue	\$3.03	\$3.10	(\$0.07)	(2.3%)	\$3.12	(2.9%)

FISCAL YEAR-TO-DATE AS OF January 12, 2019

(FY 2018-19 and FY 2017-18 data is for July 01 through January 12, 2018)

Trips	FY 2018-19 YTD Actual	Stantec YTD Projected	# Variance	% Variance	FY 2017-18 YTD Actual	Yr-to-Yr % Variance
Full Toll Lanes	6,846,790	6,971,875	(125,085)	(1.8%)	6,576,244	4.1%
3+ Lanes	2,478,258	2,137,259	340,999	16.0%	2,204,425	12.4%
Total Gross Trip	9,325,048	9,109,134	215,914	2.4%	8,780,669	6.2%
Revenue						
Full Toll Lanes	\$ 27,154,221	\$ 27,773,825	\$ (619,603)	(2.2%)	\$ 25,620,257	6.0%
3+ Lanes	\$ 481,177	\$ 529,770	\$ (48,593)	(9.2%)	\$ 460,807	4.4%
Total Gross Revenue	\$ 27,635,399	\$ 28,303,595	\$ (668,196)	(2.4%)	\$ 26,081,063	6.0%
Average Revenue Per Trip						
Average Full Toll Lanes	\$3.97	\$3.98	(\$0.01)	(0.3%)	\$3.90	1.8%
Average 3+ Lanes	\$0.19	\$0.25	(\$0.06)	(24.0%)	\$0.21	(9.5%)
Average Gross Revenue	\$2.96	\$3.11	(\$0.15)	(4.8%)	\$2.97	(0.3%)

February 07, 2019
91EL FY 2018-19 Week 28 Status Report
Page 3 of 3

MULTI AGENCY TRIP AND REVENUE STATISTICS

WEEK ENDING January 12, 2019

(FY 2018-19 data is for Sunday through Saturday)

FY 2018-19 Current Week	Transactions by Agency	Transactions Using Both Segments	% Using Both Segments	Revenue
Westbound				
OCTA	151,850	96,092	63%	\$ 379,500
RCTC	148,370	96,092	65%	\$ 725,850
I-15	63,255	43,510	69%	\$ 309,963
McKinley	85,115	52,582	62%	\$ 415,887
Eastbound				
OCTA	161,668	85,973	53%	\$ 569,188
RCTC	122,335	85,973	70%	\$ 390,509
I-15	44,303	34,988	79%	\$ 97,977
McKinley	78,032	50,985	65%	\$ 292,532



OCTA WEEKDAY PEAK VOLUMES FOR DETERMINING TOLL ADJUSTMENTS

RFP 0-2352 Exhibit B Attachment C

Week Ending January 12, 2019
OCTA FY 2018-19 - Week 28

- CR = Congestion-relief Adjustment in place - 6-month freeze on any increase
- COLA = Cost of Living Adjustment implemented July 1 each FY. No freeze on future adjustments.
- Week containing a Holiday toll adjustment
- Week containing a traffic anomaly, major incident or accident
- 12-week period selected for Congestion-relief Adjustment at beginning of next Quarter
- Most recent 12-consecutive-week period (excluding weeks containing Holidays or Traffic Anomalies)

- Traffic volume > 3,128 is flagged for review. When flagged hours occur 6 or more times during the most recent 12-week period and the average flagged-volume is > 3,128, the toll for that day and time will be increased as follows
- = to or < 2,720 previously adjusted hour flagged for possible .50¢ toll reduction
 - 2,721 through 3,127 not flagged for adjustment
 - = to or > 3,128 flag for qualifying hours for possible toll increase
 - 3,200 - 3,299 Eligible for .75¢ increase
 - = to or > 3,300 Eligible for \$1.00 increase

FY 2018-19 Congestion-relief Toll Adjustments

- July 1, 2018 Hours received a COLA adjustment for this Quarter
- October 1, 2018 5 Hours received adjustments for this Quarter
- January 1, 2019 4 Hours received adjustments for this Quarter
- April 1, 2019

FY Week	#	Monday - Friday	MONDAY					TUESDAY					WEDNESDAY					THURSDAY					FRIDAY										
			2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	2:00	3:00	4:00	5:00	6:00	7:00	
42	Apr 9-13	2,614	3,075	2,787	3,035	2,797	1,705	2,798	3,139	2,617	3,049	2,987	2,206	2,879	3,250	2,666	2,887	2,689	2,497	3,205	2,958	2,701	2,867	2,917	2,781	3,279	2,741	2,725	2,755	2,880	2,210		
43	Apr 16-20	2,519	3,067	2,985	3,024	2,681	1,698	2,841	3,097	2,657	3,092	2,639	1,986	2,595	3,511	2,251	3,121	2,979	2,094	3,085	3,262	2,559	2,888	2,962	2,056	3,331	2,840	2,613	2,942	2,607	2,057		
44	Apr 23-27	2,457	2,968	2,964	3,104	2,556	1,530	2,832	3,010	2,460	3,016	2,818	1,176	2,964	3,267	2,451	3,222	3,182	2,173	3,257	3,070	2,577	2,738	3,029	2,522	3,295	2,648	2,674	2,976	2,577	1,906		
45	Apr 30-May 4	2,584	3,024	2,941	3,104	2,271	1,545	2,920	3,163	2,565	2,955	2,688	1,624	2,829	3,204	2,550	3,101	2,776	1,655	3,282	3,017	2,512	2,869	2,867	2,330	3,276	2,567	2,380	2,426	2,993	1,863		
46	May 7-11	2,590	3,112	3,073	2,825	2,322	1,518	2,565	3,174	2,534	2,902	2,944	1,947	2,947	3,175	2,332	2,833	2,980	2,207	3,101	3,257	2,799	2,880	2,874	2,386	3,505	2,883	2,969	2,889	2,231	1,881		
47	May 14-18	2,432	2,974	2,923	2,943	2,493	1,513	2,726	2,930	2,607	2,903	3,032	2,066	2,847	2,883	2,632	2,980	3,052	2,101	3,069	3,213	2,660	2,844	3,190	2,970	2,975	2,047	3,301	2,887	2,776	2,560	2,191	1,761
48	May 21-25	2,400	3,055	3,085	3,010	2,228	1,272	2,866	3,288	2,675	2,971	2,674	1,811	2,824	3,101	2,438	2,867	2,910	2,094	3,243	3,245	2,555	2,804	2,970	2,975	3,061	2,192	3,248	2,674	2,738	2,894	2,336	1,912
49	May 28-Jun 1	916	959	937	911	852	924	2,935	3,125	2,667	2,965	2,901	1,930	2,844	3,312	2,576	2,973	2,910	1,929	3,288	3,047	2,555	2,548	2,744	2,852	2,419	3,277	2,733	2,814	2,812	2,745	1,836	
50	Jun 4-8	2,520	2,976	2,778	2,945	2,554	1,702	2,841	2,959	2,528	2,885	2,968	1,169	2,905	3,312	2,527	2,888	2,836	1,872	3,126	3,047	2,548	2,744	2,852	2,419	3,277	2,733	2,814	2,812	2,745	1,836		
51	Jun 11-15	2,479	3,076	2,981	2,916	2,694	1,914	2,655	3,025	2,516	2,880	2,884	2,244	2,742	3,312	2,661	2,774	2,980	2,178	2,777	3,026	2,538	2,841	2,948	2,373	3,554	2,638	2,669	2,925	2,678	1,919		
52	Jun 18-22	2,527	3,010	2,808	2,546	2,806	1,609	2,794	2,939	2,485	2,896	3,022	1,133	2,747	3,254	2,190	2,903	3,062	2,552	3,139	2,930	2,458	2,791	2,976	2,749	3,301	2,764	2,668	2,592	2,689	2,019		
53	Jun 25-29	2,429	2,832	2,937	2,937	2,820	1,849	2,841	3,131	2,668	2,932	2,867	1,438	2,842	3,332	2,560	2,793	2,952	2,220	2,973	2,957	2,688	3,029	2,550	2,564	3,213	2,602	2,621	2,831	2,827	2,049		
1	Jul 2-6	2,429	2,880	2,902	3,013	2,415	1,677	3,242	2,851	2,846	3,011	2,760	1,960	2,857	741	616	552	628	695	2,816	2,915	2,746	2,213	2,333	1,661	3,155	2,543	2,550	2,438	2,124	1,672		
2	Jul 9-13	2,534	3,151	2,905	3,012	2,520	1,766	2,834	2,730	3,132	2,414	2,932	3,378	2,902	3,177	2,821	2,533	3,179	2,121	3,174	2,625	2,991	2,531	2,977	2,387	3,259	2,600	2,670	2,943	2,667	2,059		
3	Jul 16-20	2,272	3,121	2,854	2,860	2,728	1,900	2,734	2,861	3,347	2,512	2,945	2,316	2,768	3,132	2,812	2,533	2,816	2,671	3,087	2,998	2,664	2,896	2,551	3,260	2,651	2,707	2,828	2,574	1,993			
4	July 23-27	2,692	3,207	2,721	3,032	2,901	1,875	2,747	2,702	3,041	2,493	2,977	2,259	2,973	3,333	2,760	2,485	2,893	2,472	3,165	2,960	2,915	2,392	2,908	2,534	3,222	2,836	2,903	2,887	2,400	2,034		
5	July 30-Aug 3	2,640	2,878	2,842	3,031	2,831	1,879	2,949	2,800	3,047	2,514	2,835	2,490	2,936	3,238	2,749	2,548	3,003	2,474	3,176	3,094	3,109	2,565	3,037	2,017	3,295	2,532	2,650	2,644	2,689	2,041		
6	Aug 6-10	2,636	3,061	2,825	3,139	2,468	2,263	2,869	2,890	3,047	2,514	2,835	2,490	2,936	3,238	2,749	2,548	3,003	2,474	3,176	3,094	3,109	2,565	3,037	2,017	3,295	2,532	2,650	2,644	2,689	2,041		
7	Aug 13-17	2,610	2,927	2,802	2,847	2,984	1,840	2,949	2,735	3,255	2,689	2,902	2,514	3,129	2,242	2,608	2,514	2,910	2,562	3,239	3,193	3,002	2,429	2,934	2,345	3,241	2,674	2,714	2,839	2,788	2,017		
8	Aug 20-24	2,637	3,137	2,898	2,944	3,139	2,292	2,907	2,766	3,023	2,466	2,794	2,503	2,978	3,111	2,850	2,666	2,952	2,385	3,158	2,987	2,963	2,654	2,902	2,478	3,194	2,618	2,665	2,617	2,797	1,876		
9	Aug 27-31	2,503	3,137	2,858	2,988	2,891	2,231	2,740	2,682	3,279	2,468	2,929	2,379	2,864	3,147	2,805	2,634	2,959	2,547	3,174	3,075	3,167	2,565	2,842	2,630	3,290	2,720	2,381	2,646	2,693	2,002		
10	Sep 3-7	941	945	933	879	919	1,012	2,811	2,749	2,944	2,559	2,970	2,201	2,989	3,143	2,790	2,486	3,130	2,415	3,158	3,051	3,002	2,432	2,793	2,308	3,339	2,611	2,773	2,811	2,794	1,792		
11	Sep 10-14	2,472	3,034	2,885	3,018	2,798	1,735	2,753	2,906	3,231	2,669	2,980	2,029	2,905	3,098	2,652	2,833	2,967	2,633	3,176	3,109	2,830	2,446	2,656	3,392	2,775	2,864	2,854	2,995	2,435			
12	Sep 17-21	2,585	3,097	2,879	2,872	2,825	1,896	2,789	3,318	2,645	2,734	2,908	2,745	2,962	3,084	2,945	2,930	2,474	3,169	3,007	2,854	2,508	3,141	2,682	3,500	2,642	2,854	2,854	2,854	2,854	2,854		
13	Sep 24-28	2,572	3,075	3,005	3,014	2,709	1,918	2,735	2,835	3,445	2,663	3,106	2,558	2,991	3,265	3,079	2,639	2,686	2,810	3,287	3,234	3,023	2,567	2,896	2,502	2,912	2,626	2,727	2,875	2,923	2,341		
14	Oct 1-5	2,476	2,884	3,036	3,204	2,401	1,755	2,844	2,891	2,985	2,952	2,878	2,686	2,893	3,345	2,961	2,592	3,023	1,913	3,150	3,039	2,572	2,767	2,847	2,865	3,503	2,833	3,032	2,811	2,811	2,147		
15	Oct 8-12	2,555	2,898	2,838	3,019	2,442	1,726	2,923	2,820	3,017	2,858	2,987	2,467	2,990	3,184	2,915	2,626	2,922	2,550	3,311	3,056	2,592	2,889	2,910	2,674	3,569	2,709	2,792	2,856	2,734	2,309		
16	Oct 15-19	2,435	2,942	2,943	2,987	2,645	1,702	2,825	2,466	2,915	3,125	3,106	1,885	3,011	3,166	2,920	2,514	3,036	2,198	3,303	3,106	2,502	2,880	3,071	2,453	3,324	2,675	2,933	2,957	2,666	2,325		
17	Oct 22-26	2,564	3,051	2,948	3,048	2,676	1,751	2,928	2,849	2,861	3,151	3,024	2,323	3,075	3,219	2,548	2,593	2,945	2,565	2,701	3,271	2,554	2,939	2,979	2,513	3,491	2,906	2,831	2,797	2,865	2,326		
18	Oct 29-Nov 2	2,589	3,195	2,919	2,876	2,844	2,095	2,875	2,715	2,894	2,982	3,002	2,514	3,215	3,230	2,915	2,603	3,085	1,573	3,307	3,456	2,610	2,833	2,848	2,293	3,395	2,841	2,735	2,896	2,946	2,388		
19	Nov 5-9	2,650	3,077	2,946	3,165	2,832	2,041	3,030	2,855	2,939	2,879	3,102	2,495	2,971	3,276	2,831	2,519	2,532	1,590	3,234	2,953	2,473	2,824	2,787	2,729	3,309	2,606	2,757	2,856	2,826	2,246		
20	Nov 12-16	2,135	2,789	2,504	2,491	1,953	1,41																										

Other Sample Reports

Table C-1: Sample Reconciliation Report

Trip Reconciliation Report RCTC				
				Date: 12-30-2018
Lane Transactions				
RAMS Received Transactions		Distinct TZC Transactions		
Pre-processing Transactions				
Qualified Transactions		Unqualified Transactions		
No Tag or Plate Read Transactions		Duplicate - Unqualified State		
Plate Read and Tag Read Transactions		Multiple Transactions		
Data Error - Unqualified State		Split Transactions		
Plate Read Qualified		Straddle - Unqualified State		
Tag Read Qualified		Total		
Total				
Grand Total				
Variance				
Trip Building Transactions				
Trip Building Transactions	Txn Count	Trip Count	Trip Building Trips	Trip Count
Transactions Built - Single Gantry			Multi Gantry	Trips Built Using Tag
Transactions Built - Multi Gantry				Trips Built Using Tag - Rejected
Trip Building Queue				Trips Built Using Plate
Orphan Trip - Rejected				Trips Built Using Plate - Rejected
Transactions in Image Review				Orphan Rejected Trips
Transaction Hold for Images				Total
Entry and Exit Date are Different			Single Gantry	RC-91 Trips
Total				RC-91 Trips - Rejected
				I-15 Trips
				Orphan Rejected Trips
				Total
			Grand Total	
Processed Trips				
	Trip Count	Potential Revenue	Variances	
Customer Trips			Qualified Trip Count	
Dismissed			Processed Trip Count	
Image Review			Variance	
In Process				
IOP Trips				
Violated Trips				
Total				
Reprocessed Trips				
Grand Total				

Note: Data redacted

Trip Reconciliation		Trip Count	Potential Rev
Customer Trips	Customer Posted		
	Adjusted		
Dismissed	Trips are in Image Review		
	Hotplate		
	Post the Transaction to the Unidentified Account		
	Transaction is in Tripbuilding Queue		
	Preprocess		
Image Review	Pending		
	Outstanding		
In Process	RCA Response Pending		
	OOSP Response Pending		
	Negative Balance Hold		
	Hold 21 Days Older		
	Hold for Process		
	Hold for Trip Pricing		
	Transaction Hold for Images		
IOP Trips	Posted to IOP Customer		
	Rejected		
Violated Trips	Violator Posted		
	Linked to Customer		
	Dismissed		
Total			
Reprocessed Trips	Linked to Customer		
	Linked to Violator		
	Linked to IOP		
Grand Total			

Note: Data redacted

Table C-2: Sample Reconciliation Image Review Dismissals by Reason Code

Date: 01-01-2019

Reason Code	IMR Count
BLURRED	
CHP	
CO/FLAG	
DMVISSUE	
GLARE	
IMGDARK	
IMGHIGH	
IMGLOW	
MOTORCYCLE	
NOPLATES	
NOVEHICLE	
OBSTRUCTED	
OCTABUS	
OUTOFCOUNTRY	
PAPERPLATES	
POLICE	
POORRES	
RTABUS	
STRADDLE	
Total	

Note: Data redacted

Table C-3: Reconciliation IMR Sub Set

Date: 01-01-2019

Trip Reconciliation Type		IMR Count
Customer Trips	Customer Posted	
	Adjusted	
Dismissed	Trips are in Image Review	
	Transaction is in Tripbuilding Queue	
	Hotplate	
Image Review	Pending	
	Outstanding	
In Process	OOSP Response Pending	
	RCA Response Pending	
	Negative Balance Hold	
	Hold 21 Days Older	
	Hold for Process	
	Transaction Hold for Images	
IOP Trips	Posted to IOP Customer	
	Rejected	
Violated Trips	Violator Posted	
	Dismissed	
	Linked to Customer	
Total		
Reprocessed Trips	Linked to IOP	
	Linked to Customer	
	Linked to Violator	
Grand Total		

Note: Data redacted

Table C-4: Excerpt from Active Customers by Zip/City Report

Zip1	City	AccountStatus	Total
92277	29 PALMS	AC	
92530	3257 MOUNTAIN ST	AC	
92865	92865	AC	
98520	ABERDEEN	AC	
21009	ABINGDON	AC	
24210	ABINGDON	AC	
24211	ABINGDON	AC	
70420	ABITA SPRINGS	AC	
93510	ACTON	AC	
30101	ACWORTH	AC	
49355	ADA	AC	
75001	ADDISON	AC	
92301	ADELANTO	AC	
92301	ADELATO	AC	

Note: Data has been redacted.

Table C-5: Sample RCTC Maintenance Mode Trips Report

4020		
4022		
Total:		

Trip Date	Trip Hour	Plaza Id	LN1 Count	LN1 Toll	LN2 Count	LN2 Toll	LN3 Count	LN3 Toll	Plaza Cnt	Plaza Toll
1/21/2019										
1/21/2019										
1/21/2019										
1/21/2019										
1/26/2019										
1/26/2019										
1/26/2019										
1/26/2019										
1/26/2019										

Note: Data redacted

Table C-6: Sample Monthly Counts Online Tracking Report

Transaction Type	July		August		September		October	
	#	%	#	%	#	%	#	%
Opt In E-Statement								
Online Applications								
Address Update								
Close Account								
Contacts Updated								
Credit Card Payment								
Credit Card Update								
Email Update								
Lost/Stolen Tag Reported								
Tag - Additional Requested								
Tag - Replacement Requested								
Password Change								
Phone Update								
Pin Updated								
Email Username/Password								
Plan Change								
Security Questions Added								
Security Questions Updated								
Vehicle Added								
Vehicle Deactivated								
Vehicle Updated								
Violation Payment								
Total Online Transactions								
	→							
	+/-							

Note: Data redacted

Table C-7: Sample Weekly Recap Report

Weekly Recap - January 27 through February 02, 2019				
	Actual Potential	Stantec Projected	Variance	Variance %
Total Revenue				
Total Traffic				
Direction	HOV	SOV	Total	HOV %
EB Traffic				
WB Traffic				
Total				
Destination	HOV	SOV	Total	Destination %
EB County Line to I-15				
EB County Line to McKinley				
Total				
WB I-15 to County Line				
WB McKinley to County Line				
Total				
Peak Period Recap	Volume	LOS	Toll Price	Day of Week & Hour
EB County Line to McKinley				
WB McKinley to County Line				
Performance - Peak Period				
EB Speed Highest Volume Hour				
EB Speed Average Peak Period				
WB Speed Highest Volume Hour				
WB Speed Average Peak Period				

Note: Data redacted

Performance - Single Lane Throughput		Volume	LOS	Day of Week & Hour
County Line to I-15 Southbound				
County Line to McKinley				
I-15 Northbound to County Line				
McKinley to County Line				
Actual				
% of Customers without Transponder Read				

Note: Data redacted

Table C-10: Sample Preprocessing Transaction Counts by Trip Segment and Trip Date Report

Hour	RCTC											OCTA								Total	Hour	
	15NB L1	91WB L1	91WB L2	91WB L3	WB Total	91EB L1	91EB L2	91EB L3	15SB L2	EB Total	RC Total	91WB L1	91WB L2	91WB L3	WB Total	91EB L1	91EB L2	91EB L3	EB Total			OC Total
0																						
1																						
2																						
3																						
4																						
5																						
6																						
7																						
8																						
9																						
10																						
11																						
12																						
13																						
14																						
15																						
16																						
17																						
18																						
19																						
20																						
21																						
22																						
23																						

Note: Data redacted

Table C-11: Sample Image Dismissal Report

Gantry	A											B																
	Image Dark	Blurred	Glare	Image High	Image Left	Image Low	Image Right	No Image	No Vehicle	Poor Resolution	Straddle	CalTrans	CHP	Company / Flag	DMV Issue	No Plate	FIRE	Gov't Vehicle	Motorcycle	MTA Bus	Obstructed	OCTA Bus	Out of Country	Paper Plate	Police	RTA Bus		
EB																												
SB																												
NB																												
WB																												

Note: Data redacted

A	B

Gantry	TOTAL DISMISSED	TOTAL IMRs
EB		
SB		
NB		
WB		

Table C-12: CSC Transponder Inventory Log

Date	Day	Transponder Inventory A + B + C	Beginning Balance D	New Shipment In E	Recycled Transponders In F	New - Defect/Wrong Label Out G	Tags Replenished Out H	Physical Count Adjustment In/Out	@ Locations In/Out	Ending Balance A	Beginning Balance I	Daily Returns In J	Recycled (to col F) Out K	Defects (W) (to col O) Out L	Defects (NW) (to col P) Out M	Physical Count Adjustment In/Out	@ Locations In/Out	Ending Balance @ CSC B	Beginning Balance N	Defective (Warra nty) In O	Defective (No Warra nty) In P	New - Defect / (Warra nty) In Q	Physical Count Adjustment In/Out	Sent to transpo nder vendor Out R	Sent to be Destroyed Out S	Ending Balance C	Tags At transpo nder vendor		
01/01/19	Tue																												
01/02/19	Wed																												
01/03/19	Thu																												
01/04/19	Fri																												
01/05/19	Sat																												
01/06/19	Sun																												
01/07/19	Mon																												
01/08/19	Tue																												
01/09/19	Wed																												
01/10/19	Thu																												
01/11/19	Fri																												
01/12/19	Sat																												
01/13/19	Sun																												
01/14/19	Mon																												
01/15/19	Tue																												
01/16/19	Wed																												
01/17/19	Thu																												
01/18/19	Fri																												

Table C-13: Sample Transponder Activity Report

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19
AVAILABLE TO ISSUE												
Beginning Inventory On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
Add:												
New Transponders Received From transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--
Replacement tags Received From transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--
Recycled Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Received from OCTA to CSC	--	--	--	--	--	--	--	--	--	--	--	--
Total Inventory Increase	--	--	--	--	--	--	--	--	--	--	--	--
Deduct												
Returned to transponder vendor - Defective New Tags												
Issued From CSC to Customers	--	--	--	--	--	--	--	--	--	--	--	--
Issued From CSC to Processing Dept.	--	--	--	--	--	--	--	--	--	--	--	--
Issued From CSC to OCTA	--	--	--	--	--	--	--	--	--	--	--	--
Total Inventory Reduction	--	--	--	--	--	--	--	--	--	--	--	--
Physical Inventory Adjustments (+/-)	--	--	--	--	--	--	--	--	--	--	--	--
Transponders at other locations (+/-)	--	--	--	--	--	--	--	--	--	--	--	--
Ending Inventory On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
	--	--	--	--	--	--	--	--	--	--	--	--
Transponder Type Breakdown												
Internal Transponders	--	--	--	--	--	--	--	--	--	--	--	--
External Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Switchable Transponders	--	--	--	--	--	--	--	--	--	--	--	--
RETURNED TRANSPONDERS - NOT PROCESSED												
Beginning Returned Transponders On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
Add:												
Daily Returns	--	--	--	--	--	--	--	--	--	--	--	--
Other Increases	--	--	--	--	--	--	--	--	--	--	--	--
Total Increase	--	--	--	--	--	--	--	--	--	--	--	--
Deduct												
Recycled Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Defective Transponders Under Warranty	--	--	--	--	--	--	--	--	--	--	--	--
Scrap Transponders	--	--	--	--	--	--	--	--	--	--	--	--
Other Deductions												
Total Reduction	--	--	--	--	--	--	--	--	--	--	--	--
Physical Inventory Adjustments (+/-)	--	--	--	--	--	--	--	--	--	--	--	--
Ending Returned Transponders On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
	--	--	--	--	--	--	--	--	--	--	--	--
SCRAP TRANSPONDERS												
Beginning Scrap Transponders On Hand at CSC	--	--	--	--	--	--	--	--	--	--	--	--
Add:												
Scrap Transponders	--	--	--	--	--	--	--	--	--	--	--	--

	--	--	--	--	--	--	--	--	--	--	--	--	--
Hold to transponder vendor - Defective Transponders Under Warranty													
Other Increases													
Total Increase	--	--	--	--	--	--	--	--	--	--	--	--	--
Deduct													
Destroyed Transponders	--	--	--	--	--	--	--	--	--	--	--	--	--
Sent to transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--	--
Other Deductions	--	--	--	--	--	--	--	--	--	--	--	--	--
Total Reduction	--	--	--	--	--	--	--	--	--	--	--	--	--
Physical Inventory Adjustments (+/-)	--	0	--	--	--	--	--	--	--	--	--	--	--
Ending Scrap Transponders On Hand at CSC	--												
Destination Breakdown													
To go Enviroserv for destruction	--	--	--	--	--	--	--	--	--	--	--	--	--
	--	--	--	--	--	--	--	--	--	--	--	--	--
To go to transponder vendor for evaluation and replacement													
	--	--	--	--	--	--	--	--	--	--	--	--	--
TRANSPONDERS AT transponder vendor													
Beginning Balance Transponders at transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--	--
	--	--	--	--	--	--	--	--	--	--	--	--	--
Transponders sent to transponder vendor during the month													
Transponders replaced and received from transponder vendor	--	--	--	--	--	--	--	--	--	--	--	--	--
Transponders debited against shipments - sent to transponder vendor not under warranty and sent back by transponder vendor for destruction	--	--	--	--	--	--	--	--	--	--	--	--	--
Transponders credited against shipments Agreement No. C-6-1365	--	--	--	--	--	--	--	--	--	--	--	--	--
Ending Balance Transponders at transponder vendor	--												

Note: Data has been redacted

Table C-14: Sample Transponder Inventory Report

Status	Jul Activity	<u>7/31/2018</u>	Aug Activity	<u>8/31/2018</u>	Sep Activity	<u>9/30/2018</u>	Oct Activity	<u>10/31/2018</u>	Nov Activity	<u>11/30/2018</u>	Dec Activity	<u>12/31/2018</u>	Jan Activity	1/31/2019
	Jul Activity	Jul-18	Aug Activity	Aug-18	Sep Activity	Sep-18	Oct Activity	Oct-18	Nov Activity	Nov-18	Dec Activity	Dec-18	Jan Activity	Jan-19
ASSN														
DISPOSED														
EXP														
INVN														
LOST														
MISS														
REPL														
RETN														
DMGD														
DEFC														
STOL														
LOSTCOLL														
Number of Transponders on Hand														
Orange Location														
Inventory Status														
Anaheim Location														
Inventory Status														
Corona														
Inventory Status														
Returned Status														
Assigned Status (Tag Rpt 9)														
Total Transponders on Hand														

Note: Data has been redacted.

Table C-15: Sample Summary of Findings (Transponders) Report
 INVENTORY as of end-of-day Date _____

	Physical Count	Clipboard Log	Difference	% error	Transponder Log
New					
Recycle					
Return @ CSC					
Defective (W)					
Scrap/Destroy (no W)					
At other location At transponder vendor					

Note: Data has been redacted.

Table C-16: Sample Transponder Analysis Report

	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19
Orange Location							
Inventory Status	--	--	--	--	--	--	--
Anaheim Location							
Inventory Status	--	--	--	--	--	--	--
Corona							
Inventory Status	--	--	--	--	--	--	--
Returned Status	--	--	--	--	--	--	--
Assigned Status (Tag Rpt 9)	--	--	--	--	--	--	--
Total Transponders on Hand	--	--	--	--	--	--	--
Contract # C-6-1365 (2016 to present)							
# of transponders purchased to date					--	--	--
Unit cost							
Subtotal							
Sales Tax****							
Total Cost							
Contract # C-1-2915 (2012 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax****							
Total Cost							
Contract # C-1-2915 (2012 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax****							
Total Cost							
Contract # C-1-2915 (2012 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax***							
Total Cost							
Contract # C-6-0802 (2007 to 2016)							
# of transponders purchased to date							
Unit cost							
Subtotal							
Sales Tax***							
Total Cost							
Total Inventory Valuation - FIFO							

Note: Data has been redacted.

Table C-17: Sample RCTC Toll Credits Report

Trip Month	TOTAL		Congestion Credits		Toll Credits		Anniversary Credits	
	Count	Dismissed Amount	Count	Amount	Count	Amount	Count	Amount
201703								
201704								
201705								
201706								
201707								
201708								
201709								
201710								
201711								
201712								
201801								
201802								
201803								
201804								
201805								
201806								
201807								
201808								
201809								
201810								
201811								
201812								
201901								
TOTAL								

Note: Data has been redacted

Table C-18: Sample RCTC Violation Report

Month	Year	Total Txns	Total Tolls	Total Vio's	Vio Rate	Paid Count	Paid Rate	Customer Count	Customer Rate	Dismissed Count	Dismissed Rate	Open Count	Open Rate	NTEVCount	NDTEVCount
3	2017														
4	2017														
5	2017														
6	2017														
7	2017														
8	2017														
9	2017														
10	2017														
11	2017														
12	2017														
1	2018														
2	2018														
3	2018														
4	2018														
5	2018														
6	2018														
7	2018														
8	2018														
9	2018														
10	2018														
11	2018														
12	2018														
1	2019														

Note: Data has been redacted.

Table C-19: RCTC Violations Summary Report

Total										Dismissed													
Trip Month	Count	Total Outstanding	Count	Total Paid	Count	Total Paid/Dismissed	Count	Total Dismissed	Count	Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 2	COLL (LGBS) Count	Penalty 2	Total Dismissed	
201703										201703													
201704										201704													
201705										201705													
201706										201706													
201707										201707													
TOTAL										TOTAL													

Paid												
Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 2	COLL (LGBS) Count	Penalty 2	Total Paid
201703												
201704												
201705												
201706												
201707												
TOTAL												

Toll Paid/Penalty Dismissed												
Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 2	COLL (LGBS) Count	Penalty 2	Total Paid/Dismissed
201703												
201704												
201705												
201706												
201707												
TOTAL												

Outstanding												
Trip Month	Count	%	Toll Amount	NTEV(P) Count	Penalty 1	NDTEV(P) Count	Penalty 2	NDTEVPE/COLL (HOLD) Count	Penalty 3	COLL (LGBS) Count	Penalty 3	Balance Due
201703												
201704												
201705												
201706												
201707												
TOTAL												

Note: Data has been redacted.

Table C-20: Sample Partial Paid/Dismissed Monthly Summary Report

Trip Month	91EL		TCA		LA Metro		Bay Area		South Bay		I-15		First Time Vio		Write Off < \$1.00		Total	
	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount
201703																		
201704																		
201705																		
201706																		
201707																		
201708																		
201709																		
201710																		
201711																		
201712																		
201801																		
201802																		
201803																		
201804																		
201805																		
201806																		
201807																		
201808																		
201809																		
201810																		
201811																		
201812																		
201901																		
Total																		
%																		

Note: Data has been redacted.

Table C-21: Sample Dismissals (by type) Monthly Summary Report

Trip Month	First Time Vio		ADMINCVDIS - Bad Image		ADMINDISMI - Bad Image		ADDRVAL - Cancel		ADMINCVDIS - Cancel		AFDVAL - Cancel		Out of Country		Rental		Sold		Stolen		Wrong Plate		SUSPENDVIO		MANUAL - INIT - INIT		CANCEL - INIT		Total	
	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount
201703																														
201704																														
201705																														
201706																														
201707																														
201708																														
201709																														
201710																														
201711																														
201712																														
201801																														
201802																														
201803																														
201804																														
201805																														
201806																														
201807																														
201808																														
201809																														
201810																														
201811																														
201812																														
201901																														
Total																														
%																														

Note: Data has been redacted.

Table C-22: Sample Service Center Performance Report

Service Center Performance Report									
Start Date:		1/1/2019 12:00:00 AM							
End Date:		1/31/2019 11:59:59 PM							
									
Queue Name	Offered	Answered	Abandoned <= 20sec	Abandoned > 20sec	Returned to IVR	CSR Disc <=10 Secs	Abandoned Rate	Avg Talk Time hh:mm:ss	Avg Wait Time hh:mm:ss
Customer Service									
Existing Accounts									
New Accounts									
Violations									
Totals:									
Call Center Activity	Total Calls	% of Total							
Answered									
Abandoned <= 20sec									
Abandoned > 20sec									
IVR Completed Calls									
Returned to IVR									
Total Calls									

Table C-23: Sample Front Counter Service Monitoring Report

	Total Minutes	Total Customers	Total Time per Customer	Percent of Customers coming in for four weeks	Min Time	Max Time	Date of Max Time
Customer Service							
Existing Accounts							
New Accounts							
Violator							
Total							
Week 1 (6/11 - 6/15)							
Customer Service							
Existing Accounts							
New Accounts							
Violator							
Total							

Note: Data has been redacted.

Attachment D: Sample KPI Calculations

Table D-1: Sample BOS Performance Measure Scenario: KPI 1

Scenario	The BOS is not available for CSRs to access accounts when the call center is open for a total of three (3) hours in a month.
----------	--

Downtime Hours (Priority 1 event)	3
-----------------------------------	---

Total Penalty	\$2,500
---------------	----------------

		KPI 1
	Days	30
	Hours	24
	Minutes	60
	Total Minutes	43200
	Availability %	99.80%
	Total Available Minutes	43113.6
	Allowable Downtime Minutes	86.4
	Downtime Minutes	180
	Actual Availability %	99.58%
	Penalty Percentage	1.00%
	Monthly Invoice Amt	\$250,000
	Total Penalty	\$2,500

Table D-2: Sample BOS Performance Measure Scenario: KPI 3 and 4

Scenario	System update causes error with ETTM System-BOS interface that interrupts exchange of data and sending of scheduled files to the OCTA ETTM System and acknowledgements of files sent from the ETTM System.	
Number of Data/File Exchange Errors (ETTM)	10	
Number of Acknowledgement Errors (ETTM)	5	
Combined / Stacked Penalty	\$3,750	
	KPI 3	KPI 4
Total Errors	10	5
Penalty per Increment	\$250	\$250
Penalty	\$2,500	\$1,250

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Table D-4: Sample BOS Performance Measure Scenario: KPI 9 and 10

Scenario	Customer contact information is unavailable for seven (7) Calendar Days which stops all customer correspondence (email, text, and USPS) until corrections are made to make contact information available.
----------	---

Number of Days without Notifications	7
--------------------------------------	---

Combined / Stacked Penalty	\$5,500
----------------------------	----------------

	KPI 9	KPI 10
Total Days without Notifications	7	7
Allowable delay without Penalty (hours)	0.25	NA
Allowable delay without Penalty (days)	NA	3
Penalty Increments (days)	7	4
Penalty per Increment (\$)	\$500	\$500
Penalty	\$3,500	\$2,000

Table D-5: Sample BOS Performance Measure Scenario: KPI 14 & 15

Scenario	Authority audit discovers two (2) instances where Contractor does not follow the Approved change management process and eight (8) BOS failures that were not accurately logged within PMMS.
----------	---

Number of Change Mgt Events	2
Number of BOS failures not logged	8

Combined / Stacked Penalty	\$12,000
----------------------------	-----------------

	KPI 14	KPI 15
Total Events	2	8
Penalty per Increment	\$5,000	\$250
Penalty	\$10,000	\$2,000

Table D-6: Sample BOS Performance Measure Scenario: KPI 16-19

Scenario	BOS failure occurs at noon. Contractor acknowledges failure at 3:00 PM, repairs Priority 1 failure at 5pm, Priority 2 failure at midnight, and Priority 3 failure seven (7) days following initial BOS failure.
----------	---

Acknowledgement Time (hours)	3
Time to Repair Priority 1 failure (hours)	5
Time to Repair Priority 2 failure (hours)	12
Time to Repair Priority 3 failure (days)	7

Combined / Stacked Penalty	\$3,500
----------------------------	----------------

KPI 16	
Hours to Acknowledge (Priority 1)	3
Allowed Hours to Acknowledge (Priority 1)	1
Penalty Increments (Priority 1)	1
Penalty per Increment (Priority 1)	\$1,000
Hours to Acknowledge (Priority 2)	3
Allowed Hours to Acknowledge (Priority 2)	4
Penalty Increments (Priority 2)	-
Penalty per Increment (Priority 2)	\$500
Hours to Acknowledge (Priority 3)	3
Allowed Hours to Acknowledge (Priority 3)	24
Penalty Increments (Priority 3)	-
Penalty per Increment (Priority 3)	\$250
Penalty	\$1,000

	KPI 17	KPI 18	KPI 19
Time to Repair (hours)	3	12	168
Time to Repair (days)	NA	NA	7
Allowed Time to Repair (hours)	4	24	NA
Allowed Time to Repair (days)	NA	NA	3
Hours of Delay	-	-	NA
Days of Delay	NA	NA	4
Penalty per Event	\$2,500	\$1,000	\$500
Penalty per Hour of Delay	\$200	\$100	NA
Penalty per Day of Delay	NA	NA	\$500
Penalty	-	-	\$2,500

Table D-7: Sample BOS Performance Measure Scenario: KPI 20-22

Scenario	Authority audit finds PCI data was exposed to unauthorized persons seven (7) Calendar Days ago. Contractor immediately notifies all affected customers and begins addressing PCI vulnerability. Contractor successfully implements, tests, and obtains approval of the fixes required five (5) weeks from the initial PCI vulnerability.
----------	--

Total days PII/PCI data exposed to unauthorized	7
Total days to contact customers of breach	7
Total days to remediate PII/PCI deficiencies	35

Combined / Stacked Penalty	\$192,500
----------------------------	------------------

KPI 20	
Number of security breach events	1
Total days PII/PCI data exposed to unauthorized	7
Unpenalized days till customer notification	1
Days PII/PCI data exposed to unauthorized	6
Penalty per Event & subsequent days of exposure	\$25,000
Penalty	\$175,000

KPI 21	
Number of Events	1
Total days to contact customers of breach	7
Unpenalized days to contact customers of breach	3
Days of delay	4
Penalty per Event	\$5,000
Penalty per day of delay	\$2,500
Penalty	\$15,000

KPI 22	
Total days to remediate PII/PCI deficiencies	35
Unpenalized days to remediate PII/PCI deficiencies	30
Days of delay	5
Penalty per day of delay	\$500
Penalty	\$2,500

Table D-8: Sample BOS Performance Measure Scenario: KPI 23-24

Scenario	Primary BOS failure occurs at noon impacting production data for 30 minutes. Full transfer of production to the DR site is achieved by 6:00pm.
----------	--

RPO (Minutes)	30
RTO (hours)	6

Combined / Stacked Penalty	\$7,000
----------------------------	----------------

KPI 23	
Number of RPO events	1
Total RPO minutes	30
Unpenalized RPO minutes	10
Penalized RPO minutes	20
Penalty per RPO Event	\$5,000
Penalty per increment	\$1,000
Penalty	\$7,000

KPI 24	
Number of RTO events	-
Total RTO hours	6
Unpenalized RTO hours	24
Penalized RTO hours	-
Penalty per RTO Event	\$5,000
Penalty per increment	\$250
Penalty	-

**Table D-9: Sample CSC Operations
 Calculation: Example 1**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Authority	0	0
Monthly Reconciliations	0	0
Customer Satisfaction	95.0%	0
Speed of Answer - Calls	2 days	6
Abandon Rate	0 days	0
Speed of Answer - Chat	0	0
Speed of Answer - Text	1 day	3
Speed of Answer - Email	1 day	3
First Contact Resolution	2 days	10
WIC Wait Time	0	0
Resolve Customer Cases - Timeliness	1 day	3
Resolve Customer Cases - Accuracy	99.75%	0
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	0	0
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	0 days	0
Processing of New Transponder Requests	1 day	3
Payment Processing	0 days	0
Research and Resolve Unidentified Payments	0 days	0
Process and Issue Refunds	0	0
Staff Turnover / Attrition	3%	0
		28
	Invoice	
	Penalty	0%

**Table D-10: Sample CSC
 Operations Calculation: Example 2**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Authority	0	0
Monthly Reconciliations	0	0
Customer Satisfaction	90.5%	0
Speed of Answer - Calls	6 days	18
Abandon Rate	2 days	6
Speed of Answer - Chat	3 days	9
Speed of Answer - Text	1 day	3
Speed of Answer - Email	2 days	6
First Contact Resolution	3 days	15
WIC Wait Time	3 days	9
Resolve Customer Cases - Timeliness	2 days	6
Resolve Customer Cases - Accuracy	99.10%	0
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	0	0
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	2 days	6
Processing of New Transponder Requests	3 days	9
Payment Processing	0 days	0
Research and Resolve Unidentified Payments	2 days	6
Process and Issue Refunds	2 days	6
Staff Turnover / Attrition	7%	10
		109
	Invoice	
	Penalty	2%

**Table D-11: Sample CSC
 Operations Calculation: Example 3**

Category	KPI Miss Frequency	Penalty
Reporting of all Operations Failures to the Authority	1	3
Monthly Reconciliations	0	0
Customer Satisfaction	78.0%	30
Speed of Answer - Calls	10 days	30
Abandon Rate	7 days	21
Speed of Answer - Chat	5 days	15
Speed of Answer - Text	4 days	12
Speed of Answer - Email	4 days	12
First Contact Resolution	8 days	40
WIC Wait Time	5 days	15
Resolve Customer Cases - Timeliness	2 days	6
Resolve Customer Cases - Accuracy	98.90%	30
Reason Code - Accuracy	99.30%	0
Identified High Priority Issues - Assigned	1	3
Identified High Priority Issues - Resolved	0	0
Processing of Returned Mail	4 days	12
Processing of New Transponder Requests	6 days	18
Payment Processing	3 days	15
Research and Resolve Unidentified Payments	3 days	9
Process and Issue Refunds	2 days	6
Staff Turnover / Attrition	7%	10
		287
	Invoice	
	Penalty	12%

EXHIBIT C: PRELIMINARY MILESTONE SCHEDULE

(For Offerors to Use in Development of Project Implementation Schedule)

Preliminary Milestone Schedule

Major Milestone Description**	Projected Start*	Projected End*
Agreement Effective Date	Months from Agreement Effective Date	
Preliminary Project Planning	0	2
Project Management Plan Approved		
Baseline Implementation Schedule Approved		
Software Development Plan Approved		
Quality Assurance Plan Approved		
Facility Design	0	3
Facility Design Inputs Provided		
System Design and Development Meetings and Workshops	1	6
Business Rules Workshops Completed		
Software Walkthrough Meetings		
Reports Design Workshops Completed		
Performance Reporting Workshops Completed		
System Detailed Design Review Meetings and Workshops Completed		
Use Case Workshops Completed		
System Design and Development Documents***	4	10
Master Test Plan Approved		
Requirements Traceability Matrix Approved		
Business Rules Approved		
System Detailed Design Document Approved		
BOS and CSC Operations Documentation ***	6	14
Approval of all Remaining BOS and Operations Plans		
Testing and Installation	12	18
Unit Testing - Test Plan and Procedures Approved		
Unit Testing (75% first phase and 100% second phase) Approved		
System Integration Testing - Test Plan and Procedures Approved		
System Integration Testing Approved		
User Acceptance Testing - Test Plan and Procedures Approved		
User Acceptance Testing Approved		
Final Testing and Mobilization	16	21.5
Achieve Commencement or Ramp-up/Customer Services		
Approval of all Training Materials and Manuals		
Training Complete		

Onsite Installation and Commissioning - Test Plan and Procedures Approved		
Onsite System Installation and Commissioning Testing Approved		
Operational Readiness Demonstration Completed		
Go-Live	22.5	
BOS Acceptance Testing	23.5	28.5
BOS Acceptance	28.5	

* Calendar Year

** Schedule dates shown are planned dates and are subject to change by the Authority.

*** Contractor's schedule shall allow for the preliminary submittals, and Authority's reviews as described in the Requirements.

EXHIBIT D: PRICE PROPOSAL AND INSTRUCTIONS

1. How to Complete the Pricing Sheets – General Instructions

Offerors shall complete the Price Proposal Forms in accordance with the following instructions:

1. Offerors shall submit their Price Proposals on the Price Proposal Forms included in this Exhibit D. Price Proposals shall be sealed and submitted separately from the Technical Proposal in the quantities and manner identified in Section 1 of the RFP.
2. The Price Proposal Forms shall constitute the full and complete Price Proposal for compensation for performance of the Contractor's Work. Offerors must complete the Price Proposal Forms in their entirety.
3. The Price Proposal includes summary sheets 1 - 6 and associated back-up sheets. The back-up sheets are labeled to identify the corresponding summary sheet; for example, Sheet 2-1 is a back-up sheet to Sheet 2. Back-up sheets are located immediately after their associated summary sheet. The sheets are as follows:
 - a. Project Cost Summary - Sheet 1
 - b. BOS Implementation Cost - Sheet 2 Series:
 - i. Sheet 2: Base Contract and Optional Items BOS Implementation Cost Summary
 - ii. Sheet 2-1: Back-up Base Contract and Optional Items BOS Implementation Cost Detail
 - iii. Sheet 2-2: Back-up BOS Implementation Cost Staff Rates and Hours
 - c. Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost - Sheet 3 Series:
 - i. Sheet 3: Base Contract and Optional Extensions, including Optional Items, BOS Administration, Maintenance and Support Services Cost Summary
 - ii. Sheet 3-1: Back-up Monthly Trip Fee Cost
 - iii. Sheet 3-1a: Back-up Monthly Trip Fee Year 1 Base Contract Monthly Direct Cost Detail
 - iv. Sheet 3-1b: Back-up Trip Fee Year 1 Base Contract Staff Rates and Hours
 - v. Sheet 3-2: Back-up Per Item Pricing
 - vi. Sheet 3-3: Back-up Annual ROV Lookup
 - d. Base Contract and Optional Extensions CSC Operations Cost - Sheet 4 Series:
 - i. Sheet 4: Base Contract and Optional Extensions CSC Operations Cost Summary
 - ii. Sheet 4-1: Back-up Base Contract and Optional Extensions CSC Operations Cost Monthly Variable Costs
 - iii. Sheet 4-2: Back-up CSC Operations Costs Year 1 Base Contract Monthly Schedule of Direct Cost

- iv. Sheet 4-3: Back-up CSC Operations Cost Year 1 Base Contract Staff Rates and Hours
 - e. Transition and Succession Cost Summary - Sheet 5 - Standalone Sheet-*no back-up*
 - f. Additional Services Rates Cost - Sheet 6 Series:
 - i. Sheet 6: Base Contract and Optional Extensions Additional Rate Services Cost Summary
 - ii. Sheet 6-1: Back-up Additional Services Rates
 - g. Base Contract and Optional Extensions Estimated Pass-Through Cost Summary - Sheet 7 - Standalone Sheet-*no back-up*
 - h. Milestone Payment Schedule - Sheet 8 - Standalone Sheet-*no back-up*
4. Offerors shall not fill in any grayed-out cells on the Price Proposal Forms, nor shall the Offeror make any other entry on or alteration to the Price Proposal Forms other than in accordance with these Price Proposal Instructions.
 5. The Authority may waive or correct any error appearing in the Offeror's completed Price Proposal Forms if the correct amount can be clearly ascertained from the information provided; however, the Authority is under no obligation to do so. The Authority reserves the right to reject Price Proposals that are not completed in accordance with the instructions set forth herein. In the event of an inconsistency between the amount stated in numbers and the amount stated in written words, the amount stated in written words will control. In the event of a mathematical miscalculation, the correct sum will control.
 6. All elements of the Price Proposal must be completed. If zero (0) quantities are included in the Proposal, do not enter anything and a zero (0) is assumed. In addition, all items identified by the Authority in the price sheets will be assumed to be included in the Offeror's submitted Price Proposal and shall be considered to be compliant to (e.g., inclusive of all Requirements) Exhibit B, Scope of Work and Requirements.
 7. The Price Proposal shall be inclusive of all costs, including (without limitation) all Contractor management, administrative and support labor costs, as well as all direct costs associated with BOS. The total price shall include (without limitation) all overhead, burden, profit, taxes, duties, fees, warranties, Equipment, supplies, Software, parts and materials, Contractor-acquired permits, licenses, and all other items necessary to meet the Contractor contractual requirements associated with the BOS and necessary to meet the all requirements of the Project as described in the RFP, including, but not limited to Exhibit B, Scope of Work and Requirements.
 8. All labor rates provided are to include overhead, burden and profit ("Loaded Labor Rate").
 9. No price escalation will be allowed above the costs provided on the Price Proposal Forms to complete the Work, except as specifically identified herein.
 10. The electronic copies of the Price Proposal Form are password protected. Only those cells in which Offerors may enter data are unlocked for Offerors to enter data. Offerors shall not unlock or otherwise alter the spreadsheets.
 11. On most sheets, there are formulas that are automatically calculated based on data entered from elsewhere in the sheet or work book. Font and background colors are used to differentiate different types of input/cells as follows:

- Black font – Indicates the cell cannot be altered by Offeror.
 - Light red background with red font – Indicates the Offeror must enter data for all non-zero data. All such cells must be completed accordingly.
 - Light yellow background – Indicates optional text input allowed, if Offeror needs to provide additional detail.
 - Light yellow background with red font – Indicates Offeror must enter data for any applicable item.
 - Light green background – Indicates that data has been entered into the cell by the Offeror. Light red and light yellow background will change to light green when any non-zero data is entered. The background for any cells where the Offeror enters zero (0) will not change colors in this manner.
 - Grayed-out cells – Offerors shall not fill in or alter any grayed-out cells under any circumstances.
12. For the purposes of determining the amount of the performance and payment bonds, Offeror should do the following:
- Implementation Phase: Use the BOS Implementation Costs shown on Sheet 1 Project Cost Summary (Cell C5).
 - Operations and Maintenance Phase: A table has been provided on Sheet 4 that automatically calculates the amounts to be bonded for each year based on Offeror's Price Proposal. The Projected Bonds Amounts presented include the value of both Operations and Maintenance.
 - Note that the bonded amount shall exclude the estimated value of pass-through costs which should not be included in the bonded amount.
13. While the Authority has made every effort to ensure the Price Proposal Forms contain accurate formulas and calculation, Offerors are required to independently verify that formulas and calculations are being performed correctly.
14. An officer of the Offeror who is authorized to bind the Offeror to the Contract or an individual otherwise authorized in writing by an officer of the Offeror must sign; date; enter the authorized officer's name, title, address and phone number; and enter the price written out in words for Sheet 1 Project Cost Summary in the appropriate place as identified.

2. How to Complete Each Pricing Sheet – Detailed Instructions

2.1. Project Summary – Sheet 1

The Offeror's price for the Total Base Contract and Optional Extensions Project Costs shall be the aggregate of all costs (excluding pass-through costs) included in Project Summary Sheet 1. Sheet 1 Project Summary will automatically summarize the costs and pricing detailed in Sheet 2 BOS Implementation Cost Summary, Sheet 3 Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost Summary Sheet 4 Base Contract and Optional Extensions CSC Operations Cost Summary, Sheet 5 End of Contract Succession and Transition Cost Summary, Sheet 6 Base Contract and Optional Extensions

Additional Rate Services Cost Summary, and Sheet 7 Base Contract and Optional Extensions Estimated Pass-Through Cost Summary.

Estimated Pass-Through Costs presented on Sheet 1 are provided for Authority's budgeting purposes only and do not represent actual costs to be invoiced by the Contractor.

2.2. BOS Implementation Cost Summary - Sheets 2, 2-1 and 2-2

The Offeror's total price for the BOS Implementation Cost Summary shall be the aggregate of all costs included in Sheet 2 BOS Implementation Cost Summary. Sheet 2 covers all costs associated with the implementation of the BOS.

To complete Sheets 2, 2-1 and 2-2 do the following:

1. Begin with Sheet 2-1. This sheet provides the back-up Base Contract, including Optional Items, BOS Implementation Cost detail. In the description of items columns (A/B), a number of pre-populated cost categories are included. The Offeror should enter additional detail in the rows under each cost category, using as many rows as needed. If there is a category that is not pre-populated enter that category under the "Other" category. Starting in column (C), enter the number of units or months for each Implementation price component (e.g., use "4" to represent four units of an item or "1" to represent a lump sum). In column (D) enter the unit cost. Total unit costs will be calculated automatically in column (E). In column (F), enter the labor costs associated with each of the price components. The costs for each sub-component (the sum of columns (E) and (F)) will then automatically be calculated in column (G) and the sum of all lines for each category will automatically be sub-totaled. A total for the sheet will be calculated at the bottom of the sheet.
2. Next, move down sheet 2-1 and complete the same information for the Optional Items categories. The costs for each sub-component (the sum of columns (E) and (F)) will then automatically be calculated in column (G) and the sum of all lines for each category will automatically be sub-totaled.
3. Sheet 2 is automatically populated from Sheet 2-1.
4. Move to Sheet 2-2. This sheet provides the back-up BOS Implementation Costs for staffing, including rates and hours. Enter names for each of the positions at the top of the list (highlighted in light red) identified as Key Team Personnel position on the project. Next, enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
5. Next, move down sheet 2-2 and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated categories above.
6. The total loaded labor dollars will be automatically calculated in column (F) for each staff person and labor category and a grand total will be calculated. *This labor dollar grand total must match the total labor dollars total on Sheet 2-1.* A labor check cell is provided on sheet 2-1 to assist Offerors with verifying that the two (2) labor totals are equal.

2.3. Base Contract and Optional Extensions, including Optional Items BOS Administration, Maintenance and Support Services Cost Summary - Sheets 3, 3-1, 3-1a, 3-1b, 3-2 and 3-3

The Offeror's total price for Base Contract and Optional Extensions BOS Administration, Maintenance and Support Services Cost shall be the aggregate of all costs included in Sheet 3.

To complete Sheets 3, 3-1, 3-1a, 3-1b, 3-2, and 3-3 do the following:

1. Begin with Sheet 3-1. In the Monthly Trip Fee Cost (Based on Assumed Volumes) worksheet for the Base Contract and Optional Extensions, including Optional Items.
 - a. The Contractor shall be paid a monthly fixed fee based on the actual total volume of trips processed for the month. Only trips generated on the 405 Express Lanes and provided to the BOS by the OCTA I-405 ETTM System Contractor shall be used in calculating the monthly fixed fee.
 - b. Enter trip "from/to" values for three (3) tiers of volumes (Level 1 through 3) that represent Offeror's volume pricing break points associated with Total Trips Processed. The tiers cover an overall range of up to a maximum number of Total Trips per month.
 - c. Next, enter the lump sum monthly fee associated with each of the three (3) levels for the Base Contract (Maintenance Years 1-6) and Optional Extensions (Maintenance Years 7-11). The fee amounts entered represent the monthly payment that the Offeror will receive if the actual total volume of trips falls within that tier level. Fees are not cumulative in that the Contractor will be only paid based on which level the Total Trips Processed fall into.
 - d. Next, enter the lump sum monthly fee associated with each of the two (2) Optional Items for the Base Contract (Maintenance Years 1-6) and Optional Extensions (Maintenance Years 7-11). The fee amounts entered represent the monthly incremental increase that the Offeror will receive if the Optional Item is selected.
 - e. Moving down the sheet note that the next two tables, Monthly Assumed Trip Volumes for Evaluation Purposes and Monthly Trip Fee Cost Based on Assumed Trip Volumes for Evaluation Purposes, do not require any entries by the Offerors. This sheet applies Offerors' volume pricing to assumed monthly volumes of Total Trips Processed established by the Authority for evaluation purposes only. There are no guaranteed trip volumes for any given year or month.
 - f. Sheet 3 is automatically populated from Sheet 3-1.
2. Move to Sheet 3-1a. This sheet provides back-up information on the breakdown of the monthly fee-based Maintenance costs entered on Sheet 3-1, based on the assumed trip volumes shown in Sheet 3-1. Costs shall be provided for Year 1 only. Do not include peripheral costs or any facility costs associated with CSC Operations cost which are to be included in Sheet 4. In the description of items column (A), a number of pre-populated cost categories and sub-categories are included. The Offeror may enter additional detail in the rows under each cost category, using as many rows as needed. Starting in column (B), enter the number of units or months for each price component (e.g., use "4" to represent four units of an item or "1" to represent a lump sum). The costs for each sub-component will then automatically be calculated in column (D) and the sum of all lines for each component will automatically be sub-totaled. A total for the sheet will be calculated at the bottom of the sheet.

3. Move to Sheet 3-1b. This sheet provides the trip fee back-up Year 1 Base Contract Maintenance Cost for staffing rates and hours. Enter names for each of the positions at the top of the list identified as Key Team Personnel positions on the project. Then enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
4. Next, move down sheet 3-1b and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated position categories above.
5. The total monthly labor cost (Sheet 3-1b total divided by 12) plus the total monthly direct cost (Sheet 3-1a) will be automatically calculated and will populate the Year 1 Monthly Cost Check cell on Sheet 3-1. The monthly grand total must match the total direct cost and labor dollars total on Sheet 3-1. A cost check cell is provided on the bottom of the sheet to assist Offerors with verifying that the two (2) totals are equal.
6. Move to Sheet 3-2. In the Printing and Handling Notifications Section, the Offeror shall enter the per piece costs for each of the types of printing and handling listed for the Base Contract and Optional Extension period. Pricing shall include all costs for delivery of the mail to the post office, all presort costs, NCOA related costs, all commercial permits, inserting, stuffing, assembling the mailing, etc. The costs entered will be multiplied by the annual volumes which have been provided by the Authority for evaluation purposes only. There are no guaranteed per item volumes for any given year or month.
7. Total Annual Per Item Pricing will be calculated automatically at the bottom of the sheet. Sheet 3 is automatically populated from Sheet 3-2.
8. Move to Sheet 3-3. This sheet provides the Annual ROV Lookup (Blended Rate Per Successful ROV Lookup, Based on Assumed Volumes) evaluation cost. A Successful ROV lookup is defined as receiving an address capable of receiving USPS mail. The Offeror shall provide the blended rate unit price for Successful ROV Lookups for each year. The Contractor shall be paid for Successful ROV Lookups only. The blended rate shall take into account that the Contractor shall not be reimbursed for the cost of lookups for any jurisdiction where a no-cost lookup is provided for via an agreement between the Authority and the jurisdiction (for example, California). The volumes provided are for budgeting and price evaluation purposes only and are not guaranteed. The blended rate provided shall be fixed, and the rate is not subject to volume adjustments.
9. Total Annual Evaluation Cost will be automatically calculated. Sheet 3 is automatically populated from Sheet 3-3

2.4. Base Contract and Optional Extensions CSC Operations Cost Summary - Sheets 4, 4-1, 4-2, and 4-3

The Offeror's total price for Base Contract and Optional Extensions CSC Operations Cost shall be the aggregate of all costs included in Sheet 4.

Offerors shall input per-item unit costs for each of the operations cost categories as follows:

- Per Active Account per month – Includes all Active Accounts with at least one financial transaction within the last six months. For example, research by the CSR or the opening or resolution of a Case do not qualify an account as Active.

- For all account correspondence, Notices of Toll Evasion Violations, Initial CSC Operations Collections Attempts, and Invoices (Optional Item), Offeror costs shall exclude postage and skip tracing fees, which would be paid for as pass-through costs (see Section 2.8). Offeror costs shall also exclude mail handling fees, which would be paid for as per-item costs (see Section 2.3).
 - Per Notice of Toll Evasion Violation mailed – Includes all Notice of Toll Evasion Violation generated and successfully mailed during the applicable month, regardless of whether or not a Notice of Delinquent Toll Evasion Violation is mailed. No additional CSC Operations payment will be made for Notices of Delinquent Toll Evasion Violation mailed.
 - Per Initial CSC Operations Collections Attempt (prior to a Collections Placement) – Per pre-Collections Placement and includes all Initial CSC Operations Collections Notices generated and successfully mailed and/or outbound calls placed (based on DMV and/or skip-trace information) during the applicable months and based on the Offeror’s approach described in the Contractor’s proposal.
 - Per Invoice mailed (Optional Item) – Includes all Invoices and Notices of Toll Evasion Violation generated and successfully mailed during the applicable month. The Offeror’s cost per Invoice shall be the incremental cost (increase, decrease, or net zero change) to manage the mailing of Invoices as part of the Violation Notice process.
- Per Hearing – Includes the cost of providing an Administrative Hearing Officer for each Administrative Hearing conducted or not cancelled by the prior Business Day.

Offerors should apply pricing in a manner that is reflective of the Offeror’s actual costs related to that cost category. The Authority does not plan to invoice; however, costs will be captured for a possible future change in toll policy.

To complete Sheets 4, 4-1, 4-2, and 4-3 do the following:

1. Begin with Sheet 4-1. The sheet contains four (4) Monthly Variable Fees types and levels for each year for Active Accounts, Notices of Toll Evasion Violation, Initial Collections Notices, and Invoices (Optional Item). The cells for category type and the monthly evaluation number of units (for evaluation purposes) for each category have already been populated by the Authority and should not be altered or deleted. The Authority does not guarantee that the evaluation quantities shown will be the actual quantities that occur during the Operations Phase.
2. In columns (D) and (E) provide proposed minimum and maximum volumes for each tier for each of the three categories. The Contractor will be compensated for each category based on the actual volumes experienced during the month and the levels in which those volumes fall. Note that the Level 1 volume begins with 1 transaction already entered in for each of the categories and a maximum value for Level 3 is also provided.
3. Next, enter the proposed unit cost for each category type and level for each year. Resulting Monthly Fees are *cumulative* in that the Contractor shall be paid for the volumes that fall within each of the monthly categories at the unit prices proposed for that level. For example, if the total volumes are at or below the Level 1 maximum established by the Contractor, the Contractor shall only be paid based on Level 1 pricing. Alternatively, if total volumes fall within the Level 3 range, the Contractor shall be paid based on the actual volumes that fall within each of the three levels.
4. Moving down the sheet, enter the Per Hearing cost.

5. The Total Monthly Cost for each category/level where applicable, excluding Optional Items, will then automatically calculate based on evaluation volumes and the total monthly cost summary will be shown in the appropriate line item on Sheet 4.
6. Move to Sheet 4-2, which provides for other direct cost (non-labor) back-up information for Sheet 4-1. Sheet 4-2 provides the monthly back-up details *for Year 1 only*. There are three cost categories with cost items provided under each category. Enter monthly unit quantities and unit costs for the identified cost item. If the item is provided as a lump sum the quantity should be entered as 1. Space is also provided for the Offeror to enter additional cost items. Total monthly unit costs and total direct costs for each sub-category will then automatically calculate and summarized.
7. Sheet 4-3 provides labor back-up information for Sheet 4-1 *for Year 1 only*. Enter names for each of the positions at the top of the list identified as Key Team Personnel positions on the project. Then enter specific loaded labor rate for the position, including burden and profit, in the loaded labor rate column (D) and their number of hours in column (E).
8. Next, move down sheet 4-3 and complete the same information for positions that are pre-populated by position type in column C. Column B is greyed out and staff names are not required for these additional positions. Additional space below is provided for Offerors to enter position types if they are not covered under the pre-populated position categories above.
9. The total labor dollars will be calculated and shown under column (F) for each staff person and labor category and a grand total will be calculated.

NOTE: The total amounts from Sheet 4-2 and Sheet 4-3 (annual cost divided by 12 months) shall equal Sheet 4-1 Sub-total for Year 1 Base Contract Monthly Variable CSC Operations Cost. A Year 1 monthly cost check cell is provided on Sheet 4-1 to assist Offerors with verifying that the two totals are equal.

10. The annual costs for each price element on Sheet 4 will automatically be calculated.
11. The Projected Bond Amounts table included on Sheet 4 is provided for Offeror to determine the O&M performance bond value that will be the basis for costs to be entered on Sheet 3-1a and Sheet 4-2. Offeror should allocate the respective proportional cost of the O&M bond to Maintenance on Sheet 3-1a and Operations on Sheet 4-2.

2.5. Transition and Succession Cost Summary – Sheet 5

The Offeror's total price for Transition and Succession Costs shall be the aggregate of all costs included in Sheet 5. Sheet 5 covers all costs to be paid by the Authority for end of contract Transition and Succession requirements identified in Exhibit B Scope of Work and Requirements.

To complete Sheet 5 do the following:

1. Provide a cost for each End of Contract Succession and Transition component identified in column (B). The Offeror may add items below the components listed as needed, including as much detail as space allows. Starting in column (C), enter the number of units for each component (e.g., use "4" to represent 4 units of an item or "1" to represent a lump sum). In column (D) enter the unit cost. Include all non-labor costs required for each price component. Total unit costs will be calculated automatically in column (E).
2. In column (F), enter the labor hours associated with each of the Transition required positions. In column (G) enter the specific Operations and Maintenance year 6 loaded labor rate, including burden and profit. Total labor costs will be calculated automatically in column (H). The costs for

each component (the sum of columns (E) and (H)) will then automatically be calculated in each line in column (I), with the sum of all lines for this sheet automatically calculated and totaled in the bottom row. If Transition occurs after Operations and Maintenance year 5 (i.e., during Operations and Maintenance option term years) adjustment to the price shall be made in accordance with Section 2.9.

3. The total costs will automatically be shown in the appropriate line item on Sheet 1 Project Summary.

2.6. Additional Services Rates - Sheets 6 and 6-1

The Offeror's total price for Base Contract (Operations and Maintenance Years 1-6) and Optional Extensions (Operations and Maintenance Years 7-11) for Additional Services shall be the aggregate of all costs included in Sheet 6.

To complete Sheets 6 and 6-1 do the following:

1. The Offeror's shall provide 2022 fully loaded hourly labor rates, including burden and profit, for the staff shown in Sheet 6-1. All changes to the Contract involving labor shall use the hourly labor rates provided by the Offeror in this table for the Implementation Phase and for each year of Operations and Maintenance (Years 1-11).
2. For changes during the Implementation Phase the labor rates shown for 2022 shall apply with no escalation regardless of the point in Implementation.
3. For changes in the Operations and Maintenance Phase the labor rates shown will be escalated from 2022 using the CPI as further described in Section 2.9.
4. Hours are entered on Sheet 6-1 for evaluation purposes only. These are estimates and are not a guarantee of Work.
5. An annual labor rate escalation percentage of 3% has been included for evaluation purposes only for Operations and Maintenance Years 1-11. Actual hourly labor rates beginning in Year 1 of Operations and Maintenance shall be adjusted based on changes to the CPI as provided in Section 2.9 below.
6. The total loaded labor evaluation dollars will be automatically calculated for each staff position and labor category and an annual total will be calculated.
7. Sheet 6 is automatically populated from Sheet 6-1. The annual cost for Total Additional Services will then automatically be calculated.

2.7. Pass-Through Costs - Sheet 7

The Contractor will be allowed to expense some cost items as pass-through costs. The Authority have included annual estimated pass-through costs in Sheet 7, Base Contract and Optional Extensions Estimated Pass-Through and Cost Summary for all Offerors. These estimates do not imply actual costs to be invoiced by the Contractor, but rather are for the Authority's budgeting purposes only. The pass-through costs shall be paid based on actual costs incurred by the Contractor and pre-Approved by the Authority and invoiced without markup. The allowable pass-through costs are detailed in the Scope of Services.

2.8. Milestone Payment Schedule – Sheet 8

The Milestone Payment Schedule sheet applies the total proposed BOS Implementation Phase cost to the actual payment milestones. The sheet takes the Offeror's BOS Implementation price shown on Sheet 2 and multiplies it by the percentage associated with each payment milestone. The result is a dollar amount to be paid for each milestone based on the actual Proposal.

2.9. CPI Actual Cost Adjustments

Prices for Transition and Succession Cost (Sheet 5) described above in Section 2.5, and Additional Services Rates (Sheet 6-1) described above in Section 2.6, may be adjusted up or down from the Proposal pricing using the following Bureau of Labor Statistics' Employment Cost (CPI) index:

CPI: CUUR0400SA0 Consumer Price Index - All Urban Consumers; West Urban All Items

NOTE: The above index names and numbers were obtained from the Bureau of Labor Statistics (BLS) and were current as of the date this RFP was written. In the event that the BLS updates an index name or number, the Authority shall consult the BLS web site to determine the new name and number of the index. More information about these indices can be found on the U.S. Bureau of Labor's website: <http://www.bls.gov/ppi/> and <http://www.bls.gov/ncs/ect>.

Adjustments will be made as follows:

1. For the Additional Services (Sheet 6-1), the annual adjustment shall be the change in the index for the latest previous 12-month period available at the time of the anniversary date of Operations and Maintenance, up to a maximum change of three (3%) percent, subject to the following:
 - The first applicable year of cost adjustment shall be year 1 of Operations and Maintenance. Cost adjustment shall be made based on the index change that occurs from the month/year of NTP to the commencement of year 1 of Operations and Maintenance up to a maximum change of three (3%) percent, regardless of the duration of time between NTP and the start of Operations and Maintenance.
 - Annual adjustment to rates subsequent to year 1 of Operations and Maintenance shall be made on the anniversary date of the Operations and Maintenance Phase, based for the previous 12-month period available.
2. For end of Contract Transition and Succession (Sheet 5), CPI applies only if End of Contract occurs after year 6 of Operations and Maintenance (i.e., during the Operations and Maintenance optional extensions period). The basis for the adjustment shall be the change in the CPI for the latest previous 12-month period available at the time of the anniversary date of Operations and Maintenance from year 6 (e.g., using year 6 CPI as the base) to the year in which the Contract Transition occurs, up to a maximum change of three (3%) percent for each year.
3. The following is an example of how the index change will be measured (as provided by the Bureau of Labor Statistics):

Table 1: CPI Change Calculation Example*

	CPI
Current Period Index	267.370
Previous Period Index	260.994
Index Point Change*	6.376
Divided by Previous Period Index	6.376/260.994
CPI Percent Change*	2.44%*
<i>*Note-capped at 3% per year</i>	
Source: BLS CPI Math Calculation	

Sheet 1
Project Cost Summary

DESCRIPTION OF SERVICES	TOTAL COST (\$)
BASE CONTRACT	
BOS Implementation Costs (Sheet 2)	\$ -
BOS Administration, Maintenance and Support Services Costs (Maintenance Years 1-6) (Sheet 3)	\$ -
CSC Operations Costs (Operations Years 1-6) (Sheet 4)	\$ -
Transition and Succession Costs (Sheet 5)	\$ -
Additional Services - (O&M Years 1-6) (Sheet 6)	\$ -
Total Base Contract	\$ -
OPTIONAL EXTENSIONS	
Option Term 1 - BOS Administration, Maintenance and Support Services Costs (Maintenance Years 7-9) (Sheet 3)	\$ -
Option Term 1 - CSC Operations Costs (Operations Years 7-9) (Sheet 4)	\$ -
Option Term 1 - Additional Services (O&M Years 7-9) (Sheet 6)	\$ -
Total Option Term 1 Cost (O&M Years 7-9)	\$ -
Option Term 2 - BOS Administration, Maintenance and Support Services Costs (Maintenance Years 10-11) (Sheet 3)	\$ -
Option Term 2 - CSC Operations Costs (Operations Years 10-11) (Sheet 4)	\$ -
Option Term 2 - Additional Services (O&M Years 10-11) (Sheet 6)	\$ -
Total Option Term 2 Cost (O&M Years 10-11)	\$ -
Total Optional Extensions (Years 7-11)	\$ -
Total Base Contract and Optional Extensions Cost	\$ -
PASS-THROUGH COSTS	
Pass-Through Costs - (O&M Years 1-6) (Sheet 7)	\$ 28,366,446
Pass-Through Costs - (O&M Years 7-9) (Sheet 7)	\$ 14,479,915
Pass-Through Costs - (O&M Years 10-11) (Sheet 7)	\$ 10,537,483
Total Pass-Through Costs	\$ 53,383,844

_____ Dollars

Officer Signature
Typed Name, Title, Address and Phone Number

Date

Sheet 2

**Base Contract and Optional Items
BOS Implementation Cost Summary**

Item #	Description	Unit	Total Cost (\$)
BASE CONTRACT			
1	Project Mobilization	LS	\$ -
2	Project Management	LS	\$ -
3	BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation	LS	\$ -
4	CSC Operations Desktop Environments, including Installation	LS	\$ -
5	CSC Operations Office Equipment, including Installation	LS	\$ -
6	Telephony Systems, Customer Contact Center, IVR and ACD Systems	LS	\$ -
7	Network, including Installation	LS	\$ -
8	Third Party Software Licenses	LS	\$ -
9	Custom Software Development	LS	\$ -
10	Perpetual Contractor BOS Software License beyond Contract Term (cost if any)	LS	\$ -
11	BOS Design	LS	\$ -
12	BOS Documentation	LS	\$ -
13	BOS Testing	LS	\$ -
14	Training	LS	\$ -
15	New I-405 CSC Facility Design and Operations Mobilization	LS	\$ -
16	CSC Operations Design, Documentation and Readiness Testing	LS	\$ -
17	Insurance and Bonding Implementation Period	LS	\$ -
18	Other	LS	\$ -
Total BOS Implementation Cost			\$ -
OPTIONAL ITEMS			
19	Self-Service Mobile Application	LS	\$ -
20	Data Warehouse and Data Analytics/Business Intelligence	LS	\$ -

Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
BASE CONTRACT						
1	Project Mobilization			-		
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Project Mobilization			\$ -	\$ -	\$ -
2	Project Management					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Project Management			\$ -	\$ -	\$ -
3	BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Server Environments, Hardware, Hosting and/or Cloud, including Installation			\$ -	\$ -	\$ -
4	CSC Operations Desktop Environments, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Desktop Environments, including Installation			\$ -	\$ -	\$ -
5	CSC Operations Office Equipment, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Office Equipment, including Installation			\$ -	\$ -	\$ -
6	Telephony Systems, Customer Contact Center, IVR and ACD Systems					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Telephony Systems, Customer Contact Center, IVR and ACD Systems			\$ -	\$ -	\$ -
7	Network, including Installation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Network, including Installation			\$ -	\$ -	\$ -

**Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail**

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
8	Third Party Software Licenses					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Third Party Software Licenses			\$ -	\$ -	\$ -
9	Custom Software Development					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Custom Software Development			\$ -	\$ -	\$ -
10	Perpetual Contractor BOS Software License beyond Contract Term (cost if any)					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Perpetual Contractor BOS Software License beyond Contract Term			\$ -	\$ -	\$ -
11	BOS Design					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Design			\$ -	\$ -	\$ -
12	BOS Documentation					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Documentation			\$ -	\$ -	\$ -
13	BOS Testing					
	Unit Testing	0	\$ -	\$ -	\$ -	\$ -
	System Integration Testing	0	\$ -	\$ -	\$ -	\$ -
	User Acceptance Testing	0	\$ -	\$ -	\$ -	\$ -
	Regression Testing	0	\$ -	\$ -	\$ -	\$ -
	Onsite Installation and Commissioning Testing, Data Migration, Transition and Go-Live	0	\$ -	\$ -	\$ -	\$ -
	Operational and Acceptance Testing	0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total BOS Testing			\$ -	\$ -	\$ -
14	Training					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Training			\$ -	\$ -	\$ -

**Sheet 2-1 Back-up
Base Contract and Optional Items
BOS Implementation Cost Detail**

DESCRIPTION OF ITEMS		# UNIT	UNIT \$	TOTAL UNIT \$	LABOR \$	TOTAL COST (\$)
15	New I-405 CSC Facility Design and Operations Mobilization					
	I-405 CSC Facility Design	0	\$ -	\$ -	\$ -	\$ -
	Mobilization and Ramp-up/Customer Services	0	\$ -	\$ -	\$ -	\$ -
	Operational Readiness Demonstration	0	\$ -	\$ -	\$ -	\$ -
	Operational Prior to Go-Live	0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total New I-405 CSC Facility Design and Operations Mobilization			\$ -	\$ -	\$ -
16	CSC Operations Design, Documentation and Readiness Testing					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total CSC Operations Design, Documentation and Readiness Testing			\$ -	\$ -	\$ -
17	Insurance and Bonding Implementation Period					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Insurance and Bonding Implementation Period			\$ -	\$ -	\$ -
18	Other					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Other			\$ -	\$ -	\$ -
	Total BOS Implementation Cost			\$ -	\$ -	\$ -
Labor Check - Total Cell F151 Should Equal Sheet 2-2 Cell F74.					\$ -	\$ -
OPTIONAL ITEMS						
19	Self-Service Mobile Application					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Self-Service Mobile Application			\$ -	\$ -	\$ -
20	Data Warehouse and Data Analytics/Business Intelligence					
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
		0	\$ -	\$ -	\$ -	\$ -
	Total Data Warehouse and Date Analytics/Business Intelligence			\$ -	\$ -	\$ -

All hardware/software provided under this Contract should be included in these costs.

**Sheet 2-2 Back-up
BOS Implementation Cost Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES		
			Loaded Labor Rate (\$)	Hours	Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Implementation Phase)	\$ -	0	\$ -
3		Deputy Project Manager	\$ -	0	\$ -
4		Quality Assurance Manager	\$ -	0	\$ -
5		Software Development Manager	\$ -	0	\$ -
6		Technology Manager	\$ -	0	\$ -
7		Mobilization and Facility Coordination Manager	\$ -	0	\$ -
8		On-site Installation Manager	\$ -	0	\$ -
9		On-site Technology and Support Manager	\$ -	0	\$ -
10		CSC Operations Manager	\$ -	0	\$ -
11		Violations Processing Manager	\$ -	0	\$ -
12		Finance Manager	\$ -	0	\$ -
13		Administrative Support	\$ -	0	\$ -
14		BOS Trainer	\$ -	0	\$ -
15		Business Analyst	\$ -	0	\$ -
16		CSC Correspondence Representative	\$ -	0	\$ -
17		CSC Financial Reconciliation	\$ -	0	\$ -
18		CSC Mailroom Clerk	\$ -	0	\$ -
19		CSC Payment Processor	\$ -	0	\$ -
20		CSC Supervisor	\$ -	0	\$ -
21		CSC Tag Inventory Clerk	\$ -	0	\$ -
22		CSC Trainer	\$ -	0	\$ -
23		CSR I	\$ -	0	\$ -
24		CSR II	\$ -	0	\$ -
25		CSR III	\$ -	0	\$ -
26		CSR Walk-in	\$ -	0	\$ -
27		Data Analytics Specialist	\$ -	0	\$ -
28		Database Administrator I	\$ -	0	\$ -
29		Database Administrator II	\$ -	0	\$ -
30		Database Developer I	\$ -	0	\$ -
31		Database Developer II	\$ -	0	\$ -
32		Documentation Specialist I	\$ -	0	\$ -
33		Documentation Specialist II	\$ -	0	\$ -
34		Help Desk Staff I	\$ -	0	\$ -
35		Help Desk Staff II	\$ -	0	\$ -
36		Human Resources Manager	\$ -	0	\$ -
37		Network Administrator I	\$ -	0	\$ -
38		Network Administrator II	\$ -	0	\$ -
39		On-site Desktop Support I	\$ -	0	\$ -
40		On-site Desktop Support II	\$ -	0	\$ -
41		Scheduler	\$ -	0	\$ -
42		Software Architect/Engineer	\$ -	0	\$ -
43		Software Developer I	\$ -	0	\$ -
44		Software Developer II	\$ -	0	\$ -
45		Software Developer III	\$ -	0	\$ -
46		Software Tester I	\$ -	0	\$ -
47		Software Tester II	\$ -	0	\$ -
48		System Administrator I	\$ -	0	\$ -
49		System Administrator II	\$ -	0	\$ -
50		System Security Specialist	\$ -	0	\$ -
51		Systems Architect/Engineer	\$ -	0	\$ -
52		Test Manager	\$ -	0	\$ -
53		Training Manager	\$ -	0	\$ -

**Sheet 2-2 Back-up
BOS Implementation Cost Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES		
			Loaded Labor Rate (\$)	Hours	Total Loaded Labor Cost (\$)
54			\$ -	0	\$ -
55			\$ -	0	\$ -
56			\$ -	0	\$ -
57			\$ -	0	\$ -
58			\$ -	0	\$ -
59			\$ -	0	\$ -
60			\$ -	0	\$ -
61			\$ -	0	\$ -
62			\$ -	0	\$ -
63			\$ -	0	\$ -
64			\$ -	0	\$ -
65			\$ -	0	\$ -
66			\$ -	0	\$ -
67			\$ -	0	\$ -
68			\$ -	0	\$ -
69			\$ -	0	\$ -
70			\$ -	0	\$ -
	Total Labor Cost				

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

Sheet 3

**Base Contract and Optional Extensions, including Optional Items
BOS Administration, Maintenance and Support Services Cost Summary (Based on Assumed Volumes)**

Item #	Description of Maintenance Cost Item	ANNUAL TRIP VOLUME FEE (\$) (Sheet 3-1)	ANNUAL PER PIECE ITEMS COST (\$) (Sheet 3-2)	ANNUAL ROV LOOKUP COST (\$) (Sheet 3-3)	TOTAL (\$)	OPTIONAL ITEMS ANNUAL INCREMENTAL INCREASE (\$) (Sheet 3-1)
BASE CONTRACT						
1	Year 1 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
2	Year 2 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
3	Year 3 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
4	Year 4 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
5	Year 5 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
7	Year 6 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Base Contract Cost (Maintenance Years 1-6)		\$ -	\$ -	\$ -	\$ -	\$ -
OPTIONAL EXTENSIONS						
8	Option Term 1 - Year 7 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
9	Option Term 1 - Year 8 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
10	Option Term 1 - Year 9 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Option Term 1 Cost (Maintenance Years 7-9)		\$ -	\$ -	\$ -	\$ -	\$ -
11	Option Term 2 - Year 10 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
12	Option Term 2 - Year 11 of Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Option Term 2 Cost (Maintenance Years 10-11)		\$ -	\$ -	\$ -	\$ -	\$ -
Total Optional Extensions Cost (Maintenance Years 7-11)		\$ -	\$ -	\$ -	\$ -	\$ -
Total Base & Optional Extensions Cost (Maintenance Years 1-11)		\$ -	\$ -	\$ -	\$ -	\$ -

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed				2,100,000	2,600,000	3,100,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Year 1 of Maintenance	Year 2 of Maintenance	Year 3 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed				\$ -	\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -	\$ -
Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus Sheet 3-1b (cell F54/12) should equal cell F21					\$ -		

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed				3,200,000	3,200,000	3,300,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Year 4 of Maintenance	Year 5 of Maintenance	Year 6 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed				\$ -	\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -	\$ -

Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus Sheet 3-1b (cell F54/12) should equal cell F21

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Pricing per Trip Volume Tier							
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -	\$ -
Optional Items (Incremental Increase)							
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Assumed Trip Volumes							
	Total Trips Processed				3,400,000	3,400,000	3,500,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Option Term 1 Year 7 of Maintenance	Option Term 1 Year 8 of Maintenance	Option Term 1 Year 9 of Maintenance
Monthly Trip Fee Cost Based on Assumed Trip Volumes							
	Total Trips Processed				\$ -	\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -	\$ -

Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus Sheet 3-1b (cell F54/12) should equal cell F21

**Sheet 3-1 Back-up
Monthly Trip Fee Cost (Based on Assumed Trip Volumes)**

DESCRIPTION OF ITEMS		UNIT	Monthly Trip Volume From	Monthly Trip Volume To	MONTHLY FEE (\$)	MONTHLY FEE (\$)
Base Contract and Optional Extensions					Option Term 2	Option Term 2
Monthly Pricing per Trip Volume Tier					Year 10 of Maintenance	Year 11 of Maintenance
1	Total Trip Processed - Level 1	Fixed Fee	1	0	\$ -	\$ -
2	Total Trip Processed - Level 2	Fixed Fee	0	0	\$ -	\$ -
3	Total Trip Processed - Level 3	Fixed Fee	0	5,000,000	\$ -	\$ -
Optional Items (Incremental Increase)						
4	Self-Service Mobile Application	Lump Sum	1		\$ -	\$ -
5	Data Warehouse and Data Analytics/Business Intelligence	Lump Sum	1		\$ -	\$ -

DESCRIPTION OF ITEMS					MONTHLY ASSUMED VOLUMES (#)	MONTHLY ASSUMED VOLUMES (#)
Base Contract and Option Years					Option Term 2	Option Term 2
Monthly Assumed Trip Volumes					Year 10 of Maintenance	Year 11 of Maintenance
	Total Trips Processed				3,600,000	3,700,000

DESCRIPTION OF ITEMS					MONTHLY ASSUMED DOLLARS (\$)	MONTHLY ASSUMED DOLLARS (\$)
Base Contract and Option Years					Option Term 2	Option Term 2
Monthly Trip Fee Cost Based on Assumed Trip Volumes					Year 10 of Maintenance	Year 11 of Maintenance
	Total Trips Processed				\$ -	\$ -
	TOTAL MONTHLY TRIP FEE COST				\$ -	\$ -

Year 1 Monthly Cost Check Sheet 3-1a (cell D39) plus Sheet 3-1b (cell F54/12) should equal cell F21

**Sheet 3-1a Back-up
Monthly Trip Fee
Year 1 Base Contract Monthly Direct Cost Detail**

DESCRIPTION OF ITEMS	# UNIT	UNIT (\$)	TOTAL MONTHLY COST (\$)
Year 1 Maintenance			
Technology Costs/Fees (as applicable)			
BOS Server Environments, Hosting, and/or Cloud	0	\$ -	\$ -
BOS 3rd Party Software Licenses	0	\$ -	\$ -
BOS Contractor Software Licenses	0	\$ -	\$ -
CSC Operations Desktop Environments	0	\$ -	\$ -
CSC Operations Office Equipment	0	\$ -	\$ -
Telephony Systems, Customer Contact Center, IVR and ACD	0	\$ -	\$ -
Telephony Related Recurring	0	\$ -	\$ -
Network Recurring (required Contractor provided network connections)	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Technology Costs/Fees			\$ -
Services Costs/Fees (as applicable)			
Credit Card and ACH Tokenization	0	\$ -	\$ -
PCI Compliance	0	\$ -	\$ -
Non-PCI Vulnerability and Penetration Testing	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Services Costs/Fees			\$ -
Other Costs/Fees (as applicable)			
Escrow and Performance Bond	0	\$ -	\$ -
Travel	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Other Costs/Fees			\$ -
Year 1 Monthly Maintenance Direct Cost			\$ -

**Sheet 3-1b Back-up
Trip Fee
Year 1 Base Contract Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES Year 1 of Maintenance		
			Year 1 Loaded Labor Rate (\$)	Year 1 Hours	Year 1 Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Operations and Maintenance Phase)	\$ -	0	\$ -
3		Quality Assurance Manager	\$ -	0	\$ -
4		Software Development Manager	\$ -	0	\$ -
5		Technology Manager	\$ -	0	\$ -
6		On-site Technology and Support Manager	\$ -	0	\$ -
7		CSC Operations Manager	\$ -	0	\$ -
8		Finance Manager	\$ -	0	\$ -
9		Administrative Assistant(s)	\$ -	0	\$ -
10		Administrative Support	\$ -	0	\$ -
11		BOS Trainer	\$ -	0	\$ -
12		Business Analyst	\$ -	0	\$ -
13		Data Analytics Specialist	\$ -	0	\$ -
14		Data Migration Manager	\$ -	0	\$ -
15		Database Administrator I	\$ -	0	\$ -
16		Database Administrator II	\$ -	0	\$ -
17		Database Developer I	\$ -	0	\$ -
18		Database Developer II	\$ -	0	\$ -
19		Deputy Project Manager	\$ -	0	\$ -
20		Documentation Specialist I	\$ -	0	\$ -
21		Documentation Specialist II	\$ -	0	\$ -
22		Hardware Engineer	\$ -	0	\$ -
23		Help Desk Staff I	\$ -	0	\$ -
24		Help Desk Staff II	\$ -	0	\$ -
25		Human Resources Manager	\$ -	0	\$ -
26		Network Administrator I	\$ -	0	\$ -
27		Network Administrator II	\$ -	0	\$ -
28		On-site Desktop Support I	\$ -	0	\$ -
29		On-site Desktop Support II	\$ -	0	\$ -
30		On-site Installation Manager	\$ -	0	\$ -
31		Software Architect/Engineer	\$ -	0	\$ -
32		Software Developer I	\$ -	0	\$ -
33		Software Developer II	\$ -	0	\$ -
34		Software Developer III	\$ -	0	\$ -
35		Software Tester I	\$ -	0	\$ -
36		Software Tester II	\$ -	0	\$ -
37		System Administrator I	\$ -	0	\$ -
38		System Administrator II	\$ -	0	\$ -
39		System Analyst	\$ -	0	\$ -
40		System Security Specialist	\$ -	0	\$ -
41		Systems Architect/Engineer	\$ -	0	\$ -
42		Test Manager	\$ -	0	\$ -
43		Training Manager	\$ -	0	\$ -
44			\$ -	0	\$ -
45			\$ -	0	\$ -
46			\$ -	0	\$ -
47			\$ -	0	\$ -
48			\$ -	0	\$ -
49			\$ -	0	\$ -
50			\$ -	0	\$ -
	Grand Total Labor Cost				\$ -

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING		ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Year 1 of Maintenance			Year 2 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	Per Piece	4,700,000	\$ -	\$ -	5,900,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	Per Piece	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	Per Piece	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	In addition/per piece	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	Per Piece	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	In addition/per piece	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	In addition/per piece	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING				\$ -			\$ -

All color printing shall assume the use of two colors

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Year 3 of Maintenance			Year 4 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	7,100,000	\$ -	\$ -	6,200,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.	Year 5 of Maintenance			Year 6 of Maintenance		
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,700,000	\$ -	\$ -	6,000,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Option Term 1 Year 7 of Maintenance			Option Term 1 Year 8 of Maintenance	
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,500,000	\$ -	\$ -	5,500,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Option Term 1 Year 9 of Maintenance			Option Term 2 Year 10 of Maintenance	
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,600,000	\$ -	\$ -	5,700,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -			\$ -

All color printing shall assume the use of two colors

**Sheet 3-2 Back-up
Per Item Pricing (Based on Assumed Volumes)**

ITEM #	PER ITEM PRICING	ANNUAL ASSUMED UNITS	PER ITEM COST	ANNUAL ASSUMED COSTS (\$)
	Printing and Handling Notifications (all types). Does not include Postage. Postage will be a pass-through.		Option Term 2 Year 11 of Maintenance	
1	Printing and handling of a one-page notification (1x sheet of paper 8.5" x 11", 1x black & white impression, simplex, 1x #10 dual window envelope)	5,800,000	\$ -	\$ -
2	Printing and handling of a two-page notification with reply envelope (1x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x #10 dual window envelope, #9 dual window return envelope)	250,000	\$ -	\$ -
3	Printing and handling of a four-page notification (4x sheet of paper 8.5" x 11", 1x black & white impression, duplex, 1x 6"x9" envelope)	125,000	\$ -	\$ -
4	#9 Return Envelope - White	75,000	\$ -	\$ -
5	Color logo on outer #10 envelope	75,000	\$ -	\$ -
6	Color logo on notification	75,000	\$ -	\$ -
7	Duplex printing	75,000	\$ -	\$ -
8	Additional page (Simplex)	75,000	\$ -	\$ -
9	Additional page (Duplex)	75,000	\$ -	\$ -
10	Inserts flyer (8.5" x 11") with notification (hardcopies provided by Authority)	500,000	\$ -	\$ -
11	Folding of flyer (8.5" x 11") folded to 8.5" x 3.66"	500,000	\$ -	\$ -
12	Duplex printing of flyer (8.5" x 11") electronic version provided by Authority (color)	100,000	\$ -	\$ -
	TOTAL ANNUAL PER ITEM PRICING			\$ -

All color printing shall assume the use of two colors

**Sheet 3-3 Back-up
Annual ROV Lookup (Blended Rate Per Successful Lookup, Based on Assumed Volumes)**

DESCRIPTION		Blended Rate (\$)	Annual Evaluation Quantities	Annual Evaluation Cost (\$)
Base Contract				
1	Year 1 of Maintenance	\$ -	170,000	\$ -
2	Year 2 of Maintenance	\$ -	220,000	\$ -
3	Year 3 of Maintenance	\$ -	230,000	\$ -
4	Year 4 of Maintenance	\$ -	240,000	\$ -
5	Year 5 of Maintenance	\$ -	250,000	\$ -
6	Year 6 of Maintenance	\$ -	260,000	\$ -
Total Base Contract Cost (Maintenance Years 1-6)				\$ -
Optional Extensions				
7	Option Term 1 - Year 7 of Maintenance	\$ -	270,000	\$ -
8	Option Term 1 - Year 8 of Maintenance	\$ -	290,000	\$ -
9	Option Term 1 - Year 9 of Maintenance	\$ -	300,000	\$ -
Total Option Term 1 Cost (Maintenance Years 7-9)				\$ -
10	Option Term 2 - Year 10 of Maintenance	\$ -	320,000	\$ -
11	Option Term 2 - Year 11 of Maintenance	\$ -	330,000	\$ -
Total Option Term 2 Cost (Maintenance Years 10-11)				\$ -
Total Optional Extensions Cost (Maintenance Years 7-11)				\$ -
Total Base & Optional Extensions Cost (Maintenance Years 1-11)				\$ -

Sheet 4

**Base Contract and Optional Extensions
CSC Operations Cost Summary (Based on Assumed Volumes)**

Item #	Description of Items	Total Monthly Cost (\$)	Total Annual Cost (\$)
BASE CONTRACT			
1	Year 1 of Operations	\$ -	\$ -
2	Year 2 of Operations	\$ -	\$ -
3	Year 3 of Operations	\$ -	\$ -
4	Year 4 of Operations	\$ -	\$ -
5	Year 5 of Operations	\$ -	\$ -
6	Year 6 of Operations	\$ -	\$ -
Total Base Contract Cost (Operation Years 1-6)			\$ -
OPTIONAL EXTENSIONS			
7	Option Term 1 - Year 7 of Operations	\$ -	\$ -
8	Option Term 1 - Year 8 of Operations	\$ -	\$ -
9	Option Term 1 - Year 9 of Operations	\$ -	\$ -
Total Option Term 1 Cost (Operation Years 7-9)			\$ -
10	Option Term 2 - Year 10 of Operations	\$ -	\$ -
11	Option Term 2 - Year 11 of Operations	\$ -	\$ -
Total Option Term 2 Cost (Operation Years 10-11)			\$ -
Total Optional Extensions Cost (Operation Years 7-11)			\$ -
Total Base and Optional Extensions Cost (Operation Years 1-11)			\$ -

Projected Bond Amounts

O&M Years	Bond Amount (\$)
Year 1 O&M Bond Value	\$ -
Year 2 O&M Bond Value	\$ -
Year 3 O&M Bond Value	\$ -
Year 4 O&M Bond Value	\$ -
Year 5 O&M Bond Value	\$ -
Year 6 O&M Bond Value	\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 1 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 2 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
MONTHLY EVALUATION VALUE					99,000			103,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					205,798			256,090		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					82,319			102,436		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).							\$ -			
OPTIONAL ITEMS										
MONTHLY EVALUATION VALUE					71,000			83,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -			\$ -

**Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)**

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 3 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 4 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
MONTHLY EVALUATION VALUE					107,000			111,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					307,287			268,301		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					122,915			107,320		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
MONTHLY EVALUATION VALUE					92,000			100,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -			\$ -

**Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)**

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Year 5 of Operations Based on Volume 3 Levels Monthly Variable Fee			Year 6 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
MONTHLY EVALUATION VALUE					115,000			120,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					249,056			259,324		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					99,622			103,730		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
MONTHLY EVALUATION VALUE					103,000			98,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -			\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Option Term 1 Year 7 of Operations Based on Volume 3 Levels Monthly Variable Fee			Option Term 1 Year 8 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
MONTHLY EVALUATION VALUE					125,000			130,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					236,915			240,511		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					94,766			96,204		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
MONTHLY EVALUATION VALUE					90,000			82,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -			\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Option Term 1 Year 9 of Operations Based on Volume 3 Levels Monthly Variable Fee			Option Term 2 Year 10 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL										
MONTHLY EVALUATION VALUE					135,000			140,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					244,170			247,957		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					97,668			99,183		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -		\$ -	\$ -
MONTHLY EVALUATION VALUE					40			40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -		\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -			\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).										
OPTIONAL ITEMS										
MONTHLY EVALUATION VALUE					73,000			65,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -			\$ -

Sheet 4-1 Back-up
Base Contract and Optional Extensions CSC Operations Cost
Monthly Variable Cost
(Based on Assumed Volumes)

DESCRIPTION OF ITEMS		UNIT	MINIMUM	MAXIMUM	MONTHLY ASSUMED VOLUMES (#)	UNIT \$	TOTAL MONTHLY COST(\$)
BASE CONTRACT AND OPTION YEARS					Option Term 2 Year 11 of Operations Based on Volume 3 Levels Monthly Variable Fee		
VARIABLE COST - PER ITEM PRICING BY LEVEL							
MONTHLY EVALUATION VALUE					146,000		
1	Active Account - Level 1	Accounts	1	0		\$ -	\$ -
2	Active Account - Level 2	Accounts	0	0		\$ -	\$ -
3	Active Account - Level 3	Accounts	0	400,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					251,809		
4	Notice of Toll Evasion Violation Mailed - Level 1	Violations Notice	1	0		\$ -	\$ -
5	Notice of Toll Evasion Violation Mailed - Level 2	Violations Notice	0	0		\$ -	\$ -
6	Notice of Toll Evasion Violation Mailed - Level 3	Violations Notice	0	500,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					100,723		
7	Initial Collections Attempt - Level 1	Collections Notice	1	0		\$ -	\$ -
8	Initial Collections Attempt - Level 2	Collections Notice	0	0		\$ -	\$ -
9	Initial Collections Attempt - Level 3	Collections Notice	0	200,000		\$ -	\$ -
MONTHLY EVALUATION VALUE					40		
10	Provision of Administrative Hearing Officer	Per Hearing	1			\$ -	\$ -
Total Monthly Variable CSC Operations Cost							\$ -
Year 1 Monthly Cost Check H19 - Must Equal Related Costs From Sheets 4-2 (cell D41) and 4-3 (cell F54/12).							
OPTIONAL ITEMS							
MONTHLY EVALUATION VALUE					56,000		
11	Invoice Mailed - Level 1	Invoice	1	0		\$ -	\$ -
12	Invoices Mailed - Level 2	Invoice	0	0		\$ -	\$ -
13	Invoices Mailed - Level 3	Invoice	0	200,000		\$ -	\$ -
Total Optional Monthly Variable CSC Operations Cost							\$ -

**Sheet 4-2 Back-up
CSC Operations Costs
Year 1 Base Contract Monthly Schedule of Direct Cost**

DESCRIPTION OF ITEMS	# UNIT	UNIT \$	TOTAL MONTHLY COST (\$)
Year 1 of Operations			
Facility Services (does not include any pass-thru costs or costs covered by the Authority via direct payment to vendors)			
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Facility Services			\$ -
Consumables			
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Consumables			\$ -
Operations Fees			
Operations Staff Travel	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Operations Fees			\$ -
Other Costs and Fees			
Performance Bond	0	\$ -	\$ -
SSAE-18, Type II Audit	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Monthly Other Costs and Fees			\$ -
Year 1 of Operations Monthly Direct Cost			\$ -

**Sheet 4-3 Back-up
CSC Operations Cost
Year 1 Base Contract Staff Rates and Hours**

Item #	STAFF NAMES	POSITION/CLASSIFICATION	LOADED HOURLY BILLING RATES - YEAR 1		
			Year 1 Loaded Labor Rate (\$)	Year 1 Hours	Year 1 Total Loaded Labor Cost (\$)
1		Project Principal	\$ -	0	\$ -
2		Project Manager (Operations and Maintenance Phase)	\$ -	0	\$ -
3		Quality Assurance Manager	\$ -	0	\$ -
4		Software Development Manager	\$ -	0	\$ -
5		Technology Manager	\$ -	0	\$ -
6		On-site Technology and Support Manager	\$ -	0	\$ -
7		CSC Operations Manager	\$ -	0	\$ -
8		Violations Processing Manager	\$ -	0	\$ -
9		Finance Manager	\$ -	0	\$ -
10		Administrative Support	\$ -	0	\$ -
11		Administrative Review Hearing Staff	\$ -	0	\$ -
12		Business Analyst	\$ -	0	\$ -
13		CSC Correspondence Representative	\$ -	0	\$ -
14		CSC Financial Reconciliation	\$ -	0	\$ -
15		CSC Mailroom Clerk	\$ -	0	\$ -
16		CSC Payment Processor	\$ -	0	\$ -
17		CSC Supervisor	\$ -	0	\$ -
18		CSC Tag Inventory Clerk	\$ -	0	\$ -
19		CSC Trainer	\$ -	0	\$ -
20		CSR I	\$ -	0	\$ -
21		CSR II	\$ -	0	\$ -
22		CSR III	\$ -	0	\$ -
23		CSR Walk-in	\$ -	0	\$ -
24		Data Migration Manager	\$ -	0	\$ -
25		Deputy Project Manager	\$ -	0	\$ -
26		Documentation Specialist I	\$ -	0	\$ -
27		Documentation Specialist II	\$ -	0	\$ -
28		Facility Oversight and Coordination Manager	\$ -	0	\$ -
29		Help Desk Staff I	\$ -	0	\$ -
30		Human Resources Manager	\$ -	0	\$ -
31		Image Review Quality Assurance Staff	\$ -	0	\$ -
32		On-site Installation Manager	\$ -	0	\$ -
33		Scheduler	\$ -	0	\$ -
34		Training Manager	\$ -	0	\$ -
35			\$ -	0	\$ -
36			\$ -	0	\$ -
37			\$ -	0	\$ -
38			\$ -	0	\$ -
39			\$ -	0	\$ -
40			\$ -	0	\$ -
41			\$ -	0	\$ -
42			\$ -	0	\$ -
43			\$ -	0	\$ -
44			\$ -	0	\$ -
45			\$ -	0	\$ -
46			\$ -	0	\$ -
47			\$ -	0	\$ -
48			\$ -	0	\$ -
49			\$ -	0	\$ -
	Total Labor Cost		\$ -	0	\$ -

Use as many pages as necessary to develop the Staff Listing (please label each page with number)

Sheet 5
Transition and Succession Cost Summary

Item #	Description of Items	# Units	Units (\$)	Total Units (\$)	# Hours	Loaded Rate (\$)	Labor (\$)	Total Cost (\$)
Transition and Succession		Base Contract						
1	BOS Meetings and Communication	0	\$ -	\$ -				\$ -
2	CSC Meetings and Communication	0	\$ -	\$ -				\$ -
3	BOS Data Migration and Technical Support	0	\$ -	\$ -				\$ -
4	Data Base Administrator I				0	\$ -	\$ -	\$ -
5	Deputy Project Manager				0	\$ -	\$ -	\$ -
6	On-site Technology and Support Manager				0	\$ -	\$ -	\$ -
7	CSC Operations Manager				0	\$ -	\$ -	\$ -
8	Project Manager (Operations and Maintenance Phase)				0	\$ -	\$ -	\$ -
9	Project Principal				0	\$ -	\$ -	\$ -
10	System Administrator I				0	\$ -	\$ -	\$ -
11	Transition Manager				0	\$ -	\$ -	\$ -
12		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
13		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
14		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
15		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
16		0	\$ -	\$ -	0	\$ -	\$ -	\$ -
Transition and Succession Cost				\$ -			\$ -	\$ -

Sheet 6
Base Contract and Optional Extensions
Additional Rate Services Cost Summary (Based on Evaluation Hours)

Item #	Description of Items	Annual Cost (\$) Sheet 6-1
BASE CONTRACT		
1	Year 1 of Operations and Maintenance	\$ -
2	Year 2 of Operations and Maintenance	\$ -
3	Year 3 of Operations and Maintenance	\$ -
4	Year 4 of Operations and Maintenance	\$ -
5	Year 5 of Operations and Maintenance	\$ -
6	Year 6 of Operations and Maintenance	\$ -
Total Base Contract Cost (Operations & Maintenance Years 1-6)		\$ -
OPTIONAL EXTENSIONS		
7	Option Term 1 - Year 7 of Operations and Maintenance	\$ -
8	Option Term 1 - Year 8 of Operations and Maintenance	\$ -
9	Option Term 1 - Year 9 of Operations and Maintenance	\$ -
Total Option Term 1 Cost (Operations & Maintenance Years 7-9)		\$ -
10	Option Term 2 - Year 10 of Operations and Maintenance	\$ -
11	Option Term 2 - Year 11 of Operations and Maintenance	\$ -
Total Option Term 2 Cost (Operations and Maintenance Years 10-11)		\$ -
Total Optional Extensions Cost (Operations and Maintenance Years 7-11)		\$ -
Total Base and Optional Extensions Cost (Operations and Maintenance Years 1-11)		\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		3.00%				
		Implementation Phase	Year 1 of Operations and Maintenance	Year 1 of Operations and Maintenance	Year 2 of Operations and Maintenance	Year 2 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	2022 FULLY LOADED HOURLY RATE	Evaluation Hours	Evaluation Dollars	Evaluation Hours	Evaluation Dollars
1	Project Principal	\$ -	180	\$ -	120	\$ -
2	Project Manager (Implementation Phase)	\$ -	180	\$ -	120	\$ -
3	Project Manager (Operations and Maintenance Phase)	\$ -	180	\$ -	120	\$ -
4	Deputy Project Manager	\$ -	180	\$ -	120	\$ -
5	Quality Assurance Manager	\$ -	180	\$ -	120	\$ -
6	Software Development Manager	\$ -	180	\$ -	120	\$ -
7	Technology Manager	\$ -	180	\$ -	120	\$ -
8	Mobilization and Facility Coordination Manager	\$ -	180	\$ -	120	\$ -
9	On-site Installation Manager	\$ -	180	\$ -	120	\$ -
10	On-site Technology and Support Manager	\$ -	180	\$ -	120	\$ -
11	CSC Operations Manager	\$ -	180	\$ -	120	\$ -
12	Violations Processing Manager	\$ -	180	\$ -	120	\$ -
13	Finance Manager	\$ -	180	\$ -	120	\$ -
14	Administrative Assistant(s)	\$ -	140	\$ -	80	\$ -
15	Administrative Review Hearing Staff	\$ -	140	\$ -	80	\$ -
16	Administrative Support	\$ -	140	\$ -	80	\$ -
17	BOS Trainer	\$ -	140	\$ -	80	\$ -
18	Business Analyst	\$ -	140	\$ -	80	\$ -
19	CSC Correspondence Representative	\$ -	140	\$ -	80	\$ -
20	CSC Financial Reconciliation	\$ -	140	\$ -	80	\$ -
21	CSC Mailroom Clerk	\$ -	140	\$ -	80	\$ -
22	CSC Payment Processor	\$ -	140	\$ -	80	\$ -
23	CSC Supervisor	\$ -	140	\$ -	80	\$ -
24	CSC Tag Inventory Clerk	\$ -	140	\$ -	80	\$ -
25	CSC Trainer	\$ -	140	\$ -	80	\$ -
26	CSR I	\$ -	140	\$ -	80	\$ -
27	CSR II	\$ -	140	\$ -	80	\$ -
28	CSR III	\$ -	140	\$ -	80	\$ -
29	CSR Walk-in	\$ -	140	\$ -	80	\$ -
30	Data Analytics Specialist	\$ -	140	\$ -	80	\$ -
31	Database Administrator I	\$ -	140	\$ -	80	\$ -
32	Database Administrator II	\$ -	140	\$ -	80	\$ -
33	Database Developer I	\$ -	140	\$ -	80	\$ -
34	Database Developer II	\$ -	140	\$ -	80	\$ -
35	Documentation Specialist I	\$ -	140	\$ -	80	\$ -
36	Documentation Specialist II	\$ -	140	\$ -	80	\$ -
37	Facility Oversight and Coordination Manager	\$ -	140	\$ -	80	\$ -
38	Hardware Engineer	\$ -	140	\$ -	80	\$ -
39	Help Desk Staff I	\$ -	140	\$ -	80	\$ -
40	Help Desk Staff II	\$ -	140	\$ -	80	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		3.00%				
		Implementation Phase	Year 1 of Operations and Maintenance	Year 1 of Operations and Maintenance	Year 2 of Operations and Maintenance	Year 2 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	2022 FULLY LOADED HOURLY RATE	Evaluation Hours	Evaluation Dollars	Evaluation Hours	Evaluation Dollars
41	Human Resources Manager	\$ -	140	\$ -	80	\$ -
42	Image Review Quality Assurance Staff	\$ -	140	\$ -	80	\$ -
43	Network Administrator I	\$ -	140	\$ -	80	\$ -
44	Network Administrator II	\$ -	140	\$ -	80	\$ -
45	On-site Desktop Support I	\$ -	140	\$ -	80	\$ -
46	On-site Desktop Support II	\$ -	140	\$ -	80	\$ -
47	Scheduler	\$ -	140	\$ -	80	\$ -
48	Software Architect/Engineer	\$ -	140	\$ -	80	\$ -
49	Software Developer I	\$ -	140	\$ -	80	\$ -
50	Software Developer II	\$ -	140	\$ -	80	\$ -
51	Software Developer III	\$ -	140	\$ -	80	\$ -
52	Software Tester I	\$ -	140	\$ -	80	\$ -
53	Software Tester II	\$ -	140	\$ -	80	\$ -
54	System Administrator I	\$ -	140	\$ -	80	\$ -
55	System Administrator II	\$ -	140	\$ -	80	\$ -
56	System Analyst	\$ -	140	\$ -	80	\$ -
57	System Security Specialist	\$ -	140	\$ -	80	\$ -
58	Systems Architect/Engineer	\$ -	140	\$ -	80	\$ -
59	Test Manager	\$ -	140	\$ -	80	\$ -
60	Training Manager	\$ -	140	\$ -	80	\$ -
61	Transition Manager	\$ -	140	\$ -	80	\$ -
YEARLY TOTAL				\$ -		\$ -
BASE AND OPTIONAL TOTALS						

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous year beginning with Operations Year 1 as further described in the Price Proposal Instructions.

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes						
		Year 3-6 and Optional Years 7- 11 of Operations and Maintenance	Year 3 of Operations and Maintenance	Year 4 of Operations and Maintenance	Year 5 of Operations and Maintenance	Year 6 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Hours	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
1	Project Principal	90	\$ -	\$ -	\$ -	\$ -
2	Project Manager (Implementation Phase)	90	\$ -	\$ -	\$ -	\$ -
3	Project Manager (Operations and Maintenance Phase)	90	\$ -	\$ -	\$ -	\$ -
4	Deputy Project Manager	90	\$ -	\$ -	\$ -	\$ -
5	Quality Assurance Manager	90	\$ -	\$ -	\$ -	\$ -
6	Software Development Manager	90	\$ -	\$ -	\$ -	\$ -
7	Technology Manager	90	\$ -	\$ -	\$ -	\$ -
8	Mobilization and Facility Coordination Manager	90	\$ -	\$ -	\$ -	\$ -
9	On-site Installation Manager	90	\$ -	\$ -	\$ -	\$ -
10	On-site Technology and Support Manager	90	\$ -	\$ -	\$ -	\$ -
11	CSC Operations Manager	90	\$ -	\$ -	\$ -	\$ -
12	Violations Processing Manager	90	\$ -	\$ -	\$ -	\$ -
13	Finance Manager	90	\$ -	\$ -	\$ -	\$ -
14	Administrative Assistant(s)	70	\$ -	\$ -	\$ -	\$ -
15	Administrative Review Hearing Staff	70	\$ -	\$ -	\$ -	\$ -
16	Administrative Support	70	\$ -	\$ -	\$ -	\$ -
17	BOS Trainer	70	\$ -	\$ -	\$ -	\$ -
18	Business Analyst	70	\$ -	\$ -	\$ -	\$ -
19	CSC Correspondence Representative	70	\$ -	\$ -	\$ -	\$ -
20	CSC Financial Reconciliation	70	\$ -	\$ -	\$ -	\$ -
21	CSC Mailroom Clerk	70	\$ -	\$ -	\$ -	\$ -
22	CSC Payment Processor	70	\$ -	\$ -	\$ -	\$ -
23	CSC Supervisor	70	\$ -	\$ -	\$ -	\$ -
24	CSC Tag Inventory Clerk	70	\$ -	\$ -	\$ -	\$ -
25	CSC Trainer	70	\$ -	\$ -	\$ -	\$ -
26	CSR I	70	\$ -	\$ -	\$ -	\$ -
27	CSR II	70	\$ -	\$ -	\$ -	\$ -
28	CSR III	70	\$ -	\$ -	\$ -	\$ -
29	CSR Walk-in	70	\$ -	\$ -	\$ -	\$ -
30	Data Analytics Specialist	70	\$ -	\$ -	\$ -	\$ -
31	Database Administrator I	70	\$ -	\$ -	\$ -	\$ -
32	Database Administrator II	70	\$ -	\$ -	\$ -	\$ -
33	Database Developer I	70	\$ -	\$ -	\$ -	\$ -
34	Database Developer II	70	\$ -	\$ -	\$ -	\$ -
35	Documentation Specialist I	70	\$ -	\$ -	\$ -	\$ -
36	Documentation Specialist II	70	\$ -	\$ -	\$ -	\$ -
37	Facility Oversight and Coordination Manager	70	\$ -	\$ -	\$ -	\$ -
38	Hardware Engineer	70	\$ -	\$ -	\$ -	\$ -
39	Help Desk Staff I	70	\$ -	\$ -	\$ -	\$ -
40	Help Desk Staff II	70	\$ -	\$ -	\$ -	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes						
		Year 3-6 and Optional Years 7- 11 of Operations and Maintenance	Year 3 of Operations and Maintenance	Year 4 of Operations and Maintenance	Year 5 of Operations and Maintenance	Year 6 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Hours	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
41	Human Resources Manager	70	\$ -	\$ -	\$ -	\$ -
42	Image Review Quality Assurance Staff	70	\$ -	\$ -	\$ -	\$ -
43	Network Administrator I	70	\$ -	\$ -	\$ -	\$ -
44	Network Administrator II	70	\$ -	\$ -	\$ -	\$ -
45	On-site Desktop Support I	70	\$ -	\$ -	\$ -	\$ -
46	On-site Desktop Support II	70	\$ -	\$ -	\$ -	\$ -
47	Scheduler	70	\$ -	\$ -	\$ -	\$ -
48	Software Architect/Engineer	70	\$ -	\$ -	\$ -	\$ -
49	Software Developer I	70	\$ -	\$ -	\$ -	\$ -
50	Software Developer II	70	\$ -	\$ -	\$ -	\$ -
51	Software Developer III	70	\$ -	\$ -	\$ -	\$ -
52	Software Tester I	70	\$ -	\$ -	\$ -	\$ -
53	Software Tester II	70	\$ -	\$ -	\$ -	\$ -
54	System Administrator I	70	\$ -	\$ -	\$ -	\$ -
55	System Administrator II	70	\$ -	\$ -	\$ -	\$ -
56	System Analyst	70	\$ -	\$ -	\$ -	\$ -
57	System Security Specialist	70	\$ -	\$ -	\$ -	\$ -
58	Systems Architect/Engineer	70	\$ -	\$ -	\$ -	\$ -
59	Test Manager	70	\$ -	\$ -	\$ -	\$ -
60	Training Manager	70	\$ -	\$ -	\$ -	\$ -
61	Transition Manager	70	\$ -	\$ -	\$ -	\$ -
YEARLY TOTAL			\$ -	\$ -	\$ -	\$ -
BASE AND OPTIONAL TOTALS						\$ -

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous Operations Year 1 as further described in the Price Proposal Instructions.

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		OPTION TERM 1			OPTION TERM 2	
		Option Term 1 Year 7 of Operations and Maintenance	Option Term 1 Year 8 of Operations and Maintenance	Option Term 1 Year 9 of Operations and Maintenance	Option Term 2 Year 10 of Operations and Maintenance	Option Term 2 Year 11 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
1	Project Principal	\$ -	\$ -	\$ -	\$ -	\$ -
2	Project Manager (Implementation Phase)	\$ -	\$ -	\$ -	\$ -	\$ -
3	Project Manager (Operations and Maintenance Phase)	\$ -	\$ -	\$ -	\$ -	\$ -
4	Deputy Project Manager	\$ -	\$ -	\$ -	\$ -	\$ -
5	Quality Assurance Manager	\$ -	\$ -	\$ -	\$ -	\$ -
6	Software Development Manager	\$ -	\$ -	\$ -	\$ -	\$ -
7	Technology Manager	\$ -	\$ -	\$ -	\$ -	\$ -
8	Mobilization and Facility Coordination Manager	\$ -	\$ -	\$ -	\$ -	\$ -
9	On-site Installation Manager	\$ -	\$ -	\$ -	\$ -	\$ -
10	On-site Technology and Support Manager	\$ -	\$ -	\$ -	\$ -	\$ -
11	CSC Operations Manager	\$ -	\$ -	\$ -	\$ -	\$ -
12	Violations Processing Manager	\$ -	\$ -	\$ -	\$ -	\$ -
13	Finance Manager	\$ -	\$ -	\$ -	\$ -	\$ -
14	Administrative Assistant(s)	\$ -	\$ -	\$ -	\$ -	\$ -
15	Administrative Review Hearing Staff	\$ -	\$ -	\$ -	\$ -	\$ -
16	Administrative Support	\$ -	\$ -	\$ -	\$ -	\$ -
17	BOS Trainer	\$ -	\$ -	\$ -	\$ -	\$ -
18	Business Analyst	\$ -	\$ -	\$ -	\$ -	\$ -
19	CSC Correspondence Representative	\$ -	\$ -	\$ -	\$ -	\$ -
20	CSC Financial Reconciliation	\$ -	\$ -	\$ -	\$ -	\$ -
21	CSC Mailroom Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
22	CSC Payment Processor	\$ -	\$ -	\$ -	\$ -	\$ -
23	CSC Supervisor	\$ -	\$ -	\$ -	\$ -	\$ -
24	CSC Tag Inventory Clerk	\$ -	\$ -	\$ -	\$ -	\$ -
25	CSC Trainer	\$ -	\$ -	\$ -	\$ -	\$ -
26	CSR I	\$ -	\$ -	\$ -	\$ -	\$ -
27	CSR II	\$ -	\$ -	\$ -	\$ -	\$ -
28	CSR III	\$ -	\$ -	\$ -	\$ -	\$ -
29	CSR Walk-in	\$ -	\$ -	\$ -	\$ -	\$ -
30	Data Analytics Specialist	\$ -	\$ -	\$ -	\$ -	\$ -
31	Database Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
32	Database Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
33	Database Developer I	\$ -	\$ -	\$ -	\$ -	\$ -
34	Database Developer II	\$ -	\$ -	\$ -	\$ -	\$ -
35	Documentation Specialist I	\$ -	\$ -	\$ -	\$ -	\$ -
36	Documentation Specialist II	\$ -	\$ -	\$ -	\$ -	\$ -
37	Facility Oversight and Coordination Manager	\$ -	\$ -	\$ -	\$ -	\$ -
38	Hardware Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
39	Help Desk Staff I	\$ -	\$ -	\$ -	\$ -	\$ -
40	Help Desk Staff II	\$ -	\$ -	\$ -	\$ -	\$ -

**Sheet 6-1 Back-up
Additional Services Rates
(including Hours for Evaluation Purposes)**

Annual Hourly Rate Escalation for Evaluation Purposes		OPTION TERM 1			OPTION TERM 2	
		Option Term 1 Year 7 of Operations and Maintenance	Option Term 1 Year 8 of Operations and Maintenance	Option Term 1 Year 9 of Operations and Maintenance	Option Term 2 Year 10 of Operations and Maintenance	Option Term 2 Year 11 of Operations and Maintenance
ITEM #	STAFF POSITION/CLASSIFICATION	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars	Evaluation Dollars
41	Human Resources Manager	\$ -	\$ -	\$ -	\$ -	\$ -
42	Image Review Quality Assurance Staff	\$ -	\$ -	\$ -	\$ -	\$ -
43	Network Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
44	Network Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
45	On-site Desktop Support I	\$ -	\$ -	\$ -	\$ -	\$ -
46	On-site Desktop Support II	\$ -	\$ -	\$ -	\$ -	\$ -
47	Scheduler	\$ -	\$ -	\$ -	\$ -	\$ -
48	Software Architect/Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
49	Software Developer I	\$ -	\$ -	\$ -	\$ -	\$ -
50	Software Developer II	\$ -	\$ -	\$ -	\$ -	\$ -
51	Software Developer III	\$ -	\$ -	\$ -	\$ -	\$ -
52	Software Tester I	\$ -	\$ -	\$ -	\$ -	\$ -
53	Software Tester II	\$ -	\$ -	\$ -	\$ -	\$ -
54	System Administrator I	\$ -	\$ -	\$ -	\$ -	\$ -
55	System Administrator II	\$ -	\$ -	\$ -	\$ -	\$ -
56	System Analyst	\$ -	\$ -	\$ -	\$ -	\$ -
57	System Security Specialist	\$ -	\$ -	\$ -	\$ -	\$ -
58	Systems Architect/Engineer	\$ -	\$ -	\$ -	\$ -	\$ -
59	Test Manager	\$ -	\$ -	\$ -	\$ -	\$ -
60	Training Manager	\$ -	\$ -	\$ -	\$ -	\$ -
61	Transition Manager	\$ -	\$ -	\$ -	\$ -	\$ -
YEARLY TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -
BASE AND OPTIONAL TOTALS				\$ -		\$ -

Note 1: CPI adjustments will be made to the Cost based on actual CPI change for the previous Operations Year 1 as further described in the Price Proposal Instructions.

Sheet 7

**Base Contract and Optional Extensions
Estimated Pass-Through Cost Summary**

Item #	Description of Items	Total Annual Cost (\$)
BASE CONTRACT		
1	Year 1 of Operations	\$ 3,609,466
2	Year 2 of Operations	\$ 4,558,790
3	Year 3 of Operations	\$ 5,549,609
4	Year 4 of Operations	\$ 4,963,893
5	Year 5 of Operations	\$ 4,684,223
6	Year 6 of Operations	\$ 5,000,465
Total Base Contract Cost (Operation Years 1-6)		\$ 28,366,446
OPTIONAL EXTENSIONS		
7	Option Term 1 - Year 7 of Operations	\$ 4,687,976
8	Option Term 1 - Year 8 of Operations	\$ 4,806,364
9	Option Term 1 - Year 9 of Operations	\$ 4,985,574
Total Option Term 1 Cost (Operation Years 7-9)		\$ 14,479,915
10	Option Term 2 - Year 10 of Operations	\$ 5,172,000
11	Option Term 2 - Year 11 of Operations	\$ 5,365,483
Total Option Term 2 Cost (Operation Years 10-11)		\$ 10,537,483
Total Optional Extensions Cost (Operation Years 7-11)		\$ 25,017,398
Total Base and Optional Extensions Cost (Operation Years 1-11)		\$ 53,383,844

Sheet 8
Milestone Payment Schedule

A. Payments for System Costs (Excluding Hardware, Equipment and Off-the-Shelf Software)				
Payment Number	Payment Milestone	% Paid	Cum % Paid	\$ -
A-1	Notice to Proceed (Mobilization)	5.00%	5.00%	\$ -
A-2	Baseline Project Management Plan, Baseline Implementation Schedule, Software Development Plan and Quality Assurance Plan Approved	4.00%	9.00%	\$ -
A-3	I-405 CSC and WIC Facility Design Inputs	2.00%	11.00%	\$ -
A-4	Requirements Traceability Matrix Approved	3.00%	14.00%	\$ -
A-5	Business Rules Approved	3.00%	17.00%	\$ -
A-6	System Detailed Design Document Approved	8.00%	25.00%	\$ -
A-7	Approval of all Remaining BOS Design, Installation, End of Agreement Transition, Training, Disaster Recovery, Business Continuity, Maintenance Plans	5.00%	30.00%	\$ -
A-8	CSC Operations and Facility Mobilization Plan, Staffing and Human Resources Plan, Reporting and Reconciliation Plan and SOPs Approved	4.00%	34.00%	\$ -
A-9	Master Test Plan Approved	4.00%	38.00%	\$ -
A-10	All Manuals and Third-Party Documentation	2.00%	40.00%	\$ -
A-11	Software Walkthrough and Update of RTM Approved	4.00%	44.00%	\$ -
A-12	Unit Testing Approved	4.00%	48.00%	\$ -
A-13	System Integration Testing Approved	4.00%	52.00%	\$ -
A-14	User Acceptance Testing Approved	5.00%	57.00%	\$ -
A-15	Approval of all Training Plans Materials and Manuals	3.00%	60.00%	\$ -
A-16	Training Completed	3.00%	63.00%	\$ -
A-17	Achieve Commencement or Ramp-up/Customer Services	3.00%	66.00%	\$ -
A-18	On-site Installation and Commissioning Testing (includes updated SDDD, traceability matrix and business rules documents), and Go-Live Testing Approved	5.00%	71.00%	\$ -
A-19	Acceptance of Operational Readiness Demonstration	4.00%	75.00%	\$ -
A-20	Go-Live	10.00%	85.00%	\$ -
A-21	Operational and Acceptance Testing Approved	10.00%	95.00%	\$ -
A-22	BOS Acceptance	5.00%	100.00%	\$ -

B. Payments for Hardware, Equipment and Off-the-Shelf Software				
Payment Number	Payment Milestone	% Paid	Cum.% Paid	\$ -
B-1	Ordering Approved by Authority and Verified	10.00%	10.00%	\$ -
B-2	Verified Received	45.00%	55.00%	\$ -
B-3	Verified Installed in Final Configuration and Location	45.00%	100.00%	\$ -

PRICE PROPOSAL

REQUEST FOR PROPOSALS (RFP) 0-2352

PLEASE REFER TO THE ATTACHED PRICING SHEETS AND INSTRUCTIONS FOR GUIDANCE ON COMPLETING THE PRICING SHEETS.

THE ACKNOWLEDGMENT BELOW MUST BE SIGNED AND SUBMITTED WITH BOTH THE TECHNICAL AND PRICE PROPOSALS.

1. I acknowledge receipt of RFP No. 0-2352 and Addenda No.(s) _____

2. This offer shall remain firm for _____ days from the date of Proposal
(Minimum 210)

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____

FACSIMILE # _____

EMAIL ADDRESS _____

SIGNATURE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

NAME AND TITLE OF PERSON
AUTHORIZED TO BIND OFFEROR _____

DATE SIGNED _____

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PROPOSED AGREEMENT NO. C-0-2352

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THIS AGREEMENT is effective as of this _____ day of _____, 2021 ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, CA 92863-1584, a public entity (hereinafter referred to as "AUTHORITY"), _____, _____, _____ (hereinafter referred to as "CONTRACTOR") each individually known as "Party" and collectively known as the "Parties".

WITNESSETH:

WHEREAS, AUTHORITY requires assistance from CONTRACTOR to design, implement, install and maintain a Back Office System (BOS) and to operate a Customer Service Center (CSC) for the planned 405 Express Lanes (the "Project"); and

WHEREAS, the Work necessary to implement the Project cannot be performed by the regular employees of AUTHORITY; and

WHEREAS, CONTRACTOR has represented that it has the requisite personnel and experience, and is capable of performing the Work; and

WHEREAS, CONTRACTOR wishes to perform the Work; and

WHEREAS, AUTHORITY has entered into a cooperative agreement with the State of California, acting by and through its Department of Transportation ("Caltrans"), AUTHORITY AGREEMENT No. C-4-1847, for, among other things, the development of a new tolled express facility on Interstate 405 generally between State Route 73 and Interstate 605 ("405 Express Lanes "); and

WHEREAS, pursuant to Streets and Highways Code § 143, AUTHORITY has entered into a Toll Operating Agreement with Caltrans wherein AUTHORITY will, among other things, lease the 405 Express

/

1 Lanes for a term of 40 years and operate and maintain a toll collection system on the 405 Express Lanes;
2 and

3 **WHEREAS**, AUTHORITY has entered into a contract with OC 405 Partners, Joint Venture
4 ("Design-Build Contractor"), to design and construct the 405 Express Lanes pursuant to AUTHORITY
5 Contract No. C-5-3843 (the "Design-Build Contract"); and

6 **WHEREAS**, AUTHORITY has entered into a contract with Kapsch TrafficCom USA, Inc. for the
7 405 Express Lanes Electronic Toll Collection System; and

8 **WHEREAS**, AUTHORITY will enter into a procurement for a roadside service contractor for the
9 I-405; and

10 **WHEREAS**, The Parties intend for this AGREEMENT to be a comprehensive agreement
11 obligating CONTRACTOR to perform all Work, as more particularly described in the AGREEMENT and
12 all attached documents; and

13 **WHEREAS**, the AUTHORITY's Board of Directors authorized this AGREEMENT on_____.

14 **NOW, THEREFORE**, it is mutually und understood and agreed by AUTHORITY and
15 CONTRACTOR as follows:

16 **ARTICLE 1. COMPONENTS OF AGREEMENT/INTERPRETATION**

17 A. AGREEMENT: This AGREEMENT, including all attached documents, as defined in the
18 attached Exhibit A, entitled "Acronyms & Definitions", constitutes the complete and exclusive statement
19 of the terms and conditions of the agreement between AUTHORITY and CONTRACTOR for the Work
20 and supersedes all prior representations, understandings and communications. The invalidity in whole
21 or in part of any term or condition of this AGREEMENT shall not affect the validity of other terms or
22 conditions. Terms capitalized herein shall, unless otherwise defined herein, have the same meaning as
23 set forth in Exhibit A. Where this AGREEMENT uses the term "including" it shall mean including but not
24 limited to, unless otherwise specifically indicated.

25 B. AGREEMENT Interpretation: This AGREEMENT and each of the attached documents
26 are an essential part of the Parties' agreement and should be interpreted in a manner which harmonizes

1 their provisions. However, if an actual conflict exists, the following descending order of precedence shall
2 apply:

- 3 1. AGREEMENT amendments adopted in accordance with this AGREEMENT;
- 4 2. This AGREEMENT, including Exhibit A attached hereto;
- 5 3. Exhibits B-F attached hereto;
- 6 4. RFP 0-2352, which is incorporated herein by reference;
- 7 5. The CONTRACTOR Proposal dated XXX yy, 2020 which is incorporated herein
8 by reference; and
- 9 6. Other documents incorporated by reference under this AGREEMENT.

10 C. In the case of conflict, and notwithstanding the order of precedence, the most stringent
11 requirement as determined by the AUTHORITY shall govern, unless otherwise agreed-to in writing by
12 the AUTHORITY.

13 D. Performance by Parties: A Party's failure to insist in any one or more instances upon the
14 other Party's performance of any terms or conditions of this AGREEMENT shall not be construed as a
15 waiver or relinquishment of that Party's right to such performance by the defaulting Party or to future
16 performance of such terms or conditions and that Party's obligation in respect thereto shall continue in
17 full force and effect. This AGREEMENT may be amended or modified only by mutual written agreement
18 of the Parties.

19 E. CONTRACTOR shall only commence work covered by an amendment after the
20 amendment is executed and notification to proceed has been provided by AUTHORITY.

21 **ARTICLE 2. AUTHORIZED DESIGNEES**

22 A. The Chief Executive Officer of AUTHORITY, or designee, shall have the authority to act
23 for and exercise any of the rights of AUTHORITY as set forth in this AGREEMENT.

24 B. In its letter of transmittal accompanying CONTRACTOR's Proposal, the CONTRACTOR
25 designated [name] _____ as an officer of the CONTRACTOR, who

26 /

1 shall be authorized to sign this AGREEMENT and any amendments to this AGREEMENT and to speak
2 for and make commitments on behalf of the CONTRACTOR.

3 **ARTICLE 3. SCOPE OF WORK AND REQUIREMENTS**

4 A. CONTRACTOR shall perform the Work in accordance with the attached Exhibit B, entitled
5 "Scope of Work and Requirements", in a manner satisfactory to AUTHORITY.

6 B. In performing this AGREEMENT, CONTRACTOR shall be responsible for developing,
7 operating, and maintaining a BOS that handles the funds of others, documents, and processes financial
8 transactions, and maintains the integrity of customer personal information and financial records. With
9 respect to its obligations under this paragraph B, the CONTRACTOR shall have a fiduciary duty to
10 AUTHORITY, its customers, and to the users of the BOS. The CONTRACTOR shall exercise its
11 responsibilities prudently and shall institute all appropriate mechanisms for the custody and administration
12 of funds and records.

13 C. CONTRACTOR shall provide all resources, personnel, Equipment, Software and supplies
14 necessary to perform the Work. The CONTRACTOR shall provide the Work in a competent and
15 professional manner, in conformance with the highest industry standards, to the satisfaction of
16 AUTHORITY. AUTHORITY shall be entitled to full and prompt cooperation by CONTRACTOR in all
17 aspects of the Work. The AUTHORITY shall have the right to inspect the performance of such Work at
18 any time, and CONTRACTOR shall fully and promptly cooperate with the AUTHORITY in the execution
19 of such inspections.

20 **ARTICLE 4. CONTRACTOR'S PERSONNEL**

21 A. Non-Key Personnel:

22 1. CONTRACTOR agrees that it will at all times employ, maintain and assign a
23 sufficient number of competent and qualified professionals and other personnel to perform the Work in a
24 timely manner.

25 /

26 /

2. CONTRACTOR warrants and represents that its staff personnel and Subcontractors have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses necessary to perform the Work in a competent and professional manner.

B. At the request of AUTHORITY, in its sole discretion, CONTRACTOR shall promptly remove from assignment to the performance of Work pursuant to this AGREEMENT any employee, Subcontractor, or any other person performing Work hereunder. AUTHORITY's request to remove an employee or Subcontractor shall have no bearing on CONTRACTOR's decision to retain the employee or Subcontractor for work outside of this AGREEMENT. AUTHORITY shall bear no responsibility for any such decision by CONTRACTOR.

C. Key Team Personnel:

1. CONTRACTOR's Project Manager identified in the Proposal is a "Key Team Personnel" and shall act as the primary point of contact in all matters on behalf of CONTRACTOR. The Project Manager shall assign other individuals as contacts with regard to specific functional areas of the Work, subject to the Approval of the AUTHORITY.

2. CONTRACTOR shall provide the personnel listed below, which are hereby designated as Key Team Personnel under this AGREEMENT:

Name	Function

3. Exhibit B, Scope of Work and Requirements, identifies certain other job categories as Key Team Personnel for the AGREEMENT. CONTRACTOR identified Key Team Personnel assigned to this Project in its Proposal, who shall be Approved as part of the Project Management Plan. CONTRACTOR acknowledges that the award of this AGREEMENT to CONTRACTOR was based in significant part on the qualifications of such Key Team Personnel and CONTRACTOR's representation that they will be made available to perform the Work to completion, which availability is a material term of

/

1 this AGREEMENT. Key Team Personnel shall be required to work in the position indicated in the
2 Proposal and in the Approved Project Management Plan.

3 4. No Key Team Personnel shall be removed or replaced by CONTRACTOR, or
4 have any change in function or any significant reduction in the level of commitment, without the prior
5 written consent of AUTHORITY. Should AUTHORITY determine during the Term of the AGREEMENT
6 that the list of Key Team Personnel does not include personnel essential to the successful performance
7 of the Work, the AUTHORITY may require the CONTRACTOR to add any existing job category/function
8 to such list.

9 5. If AUTHORITY becomes dissatisfied with the performance of any person
10 designated as Key Team Personnel, AUTHORITY shall notify CONTRACTOR in writing. Within fourteen
11 (14) Business Days of receipt of such Notice, the CONTRACTOR shall either propose a replacement
12 person for evaluation and Approval by AUTHORITY or present to AUTHORITY a thirty (30) Calendar
13 Day plan for correcting the incumbent's performance deficiencies. If AUTHORITY rejects the
14 replacement person for evaluation, then CONTRACTOR shall propose another replacement person
15 within fourteen (14) Business Days, which process shall be followed until CONTRACTOR proposes a
16 replacement person acceptable to AUTHORITY. If AUTHORITY rejects the plan of correction, or
17 Approves the plan of correction, but the incumbent's performance deficiencies are not corrected to
18 AUTHORITY's satisfaction within thirty (30) Calendar Days of AUTHORITY's Approval of the correction
19 plan, then the CONTRACTOR shall, propose to AUTHORITY a replacement person for evaluation and
20 Approval by AUTHORITY within the time and manner set forth above.

21 6. Should the services of any Key Team Personnel become no longer available to
22 CONTRACTOR, CONTRACTOR shall, within one (1) Business Day from the day CONTRACTOR
23 becomes aware that the Key Team Personnel is or will no longer be available, provide Notice to
24 AUTHORITY. The resume and qualifications of the proposed replacement shall be submitted to
25 AUTHORITY for Approval as soon as possible, but in no event later than fourteen (14) Business Days
26 after CONTRACTOR becomes aware that the Key Team Personnel is or will not be available.

1 AUTHORITY will respond to CONTRACTOR within seven (7) Business Days following receipt of these
2 qualifications concerning Approval of the replacement. As used in this paragraph, "no longer available
3 to CONTRACTOR" means that the Key Team Personnel is no longer employed by CONTRACTOR or is
4 otherwise physically unable to perform as required by this AGREEMENT for reasons such as health, for
5 a period of more than thirty (30) Calendar Days. In the event a Key Team Personnel member was
6 rendered physically unable to perform, but later is physically able to perform, CONTRACTOR shall notify
7 AUTHORITY and may return such Key Team Personnel to his or her position, subject to the
8 AUTHORITY's reasonable Approval. CONTRACTOR inability to provide a suitable replacement for a
9 period of more than thirty (30) Calendar Days whatever the reason, shall trigger the liquidated damages
10 for Unavailability set forth in Article 18.C.2 or 18.C.3, depending upon the position.

11 7. Reassignment by CONTRACTOR of a Key Team Personnel member without the
12 express Approval of AUTHORITY will automatically trigger liquidated damages for Unavailability set forth
13 in Article 18.C. 2 or 18.C.3, depending upon the position.

14 **ARTICLE 5. TERM OF AGREEMENT**

15 A. Initial Term: This AGREEMENT shall commence upon the Effective Date, and shall
16 continue in full force and effect for a period of up to eight (8) years through _____ ("Initial Term"),
17 unless earlier terminated or extended as provided in this AGREEMENT. The Initial Term is composed of
18 an Implementation Phase, and an Operations and Maintenance (O&M) Phase, beginning at Go-Live, of
19 six (6) years.

20 B. Extensions: AUTHORITY, at its sole discretion, may elect to extend the Initial Term of
21 this AGREEMENT up to an additional thirty-six months (36) months or any portion thereof ("Option Term
22 1"), and thereupon require CONTRACTOR to provide the Work and otherwise perform in accordance
23 with the Scope of Work and Requirements, and at the rates set forth in Exhibit D, entitled "CONTRACTOR
24 Price Proposal." AUTHORITY, at its sole discretion, may elect to extend the Initial Term, as extended by
25 Option Term 1, up to an additional twenty-four (24) months or any portion thereof ("Option Term 2"), and
26 thereupon require CONTRACTOR to continue to provide Work and otherwise perform in accordance with

1 the Scope of Work and Requirements and at the rates set forth in Exhibit D, CONTRACTOR Price
2 Proposal. The Initial Term and any extensions thereof shall be referred to as "Term" in this
3 AGREEMENT.

4 C. Extensions Not Constituting Waiver: AUTHORITY's election to extend the Initial Term
5 under Option Term 1 and/or Option Term 2, shall not diminish its right to terminate the AGREEMENT for
6 AUTHORITY's convenience or CONTRACTOR's default as provided elsewhere in this AGREEMENT.
7 The maximum Term of this AGREEMENT shall be thirteen (13) years from the Effective Date.

8 **ARTICLE 6. TIME AND SCHEDULE/COMPLETION DATES**

9 A. Schedule and Submittals:

10 1. CONTRACTOR's Submittal requirements and Submittal schedule shall be as set
11 out in CONTRACTOR's Approved Project Management Plan and CONTRACTOR's Approved Baseline
12 Implementation Schedule, in accordance with the Scope of Work and Requirements.

13 2. AUTHORITY's written Approval will be required for Submittals.

14 3. Within fifteen (15) Calendar Days from the Effective Date CONTRACTOR shall
15 submit a Baseline Implementation Schedule in a format acceptable to AUTHORITY for AUTHORITY's
16 review and Approval. The Preliminary Implementation Schedule at the time of the execution of the
17 AGREEMENT, included as Exhibit C, shall be the basis for the development of CONTRACTOR's
18 submitted Baseline Implementation Schedule. The Baseline Implementation Schedule shall propose
19 dates by which CONTRACTOR will (a) submit required permits, documents, applications, and design;
20 and (b) develop; deliver; install; test, and implement the required BOS, including all necessary
21 documents, Submittals, and Deliverables in support thereof. Sufficient information shall be shown on the
22 Baseline Implementation Schedule to enable proper control and monitoring of the tasks and subtasks in
23 the Scope of Work and Requirements.

24 4. Upon completion of the Baseline Implementation Schedule by the
25 CONTRACTOR to the satisfaction of AUTHORITY, the AUTHORITY will Approve the schedule, and it

26 /

1 will thereafter be deemed the Approved Baseline Implementation Schedule and will constitute the
2 schedule for the submittals set forth in paragraph 5 of this Article 6.

3 5. Progress of Work shall be measured against the Approved Baseline
4 Implementation Schedule and submitted to AUTHORITY monthly until the Project Implementation Phase
5 has been completed. Submission of monthly progress updates to the schedule shall not release or relieve
6 CONTRACTOR from full responsibility for completing the Work within the time set forth in the Approved
7 Baseline Implementation Schedule.

8 6. CONTRACTOR shall furnish sufficient resources to ensure the performance of
9 the Work in accordance with the Approved Baseline Implementation Schedule. If CONTRACTOR falls
10 behind in the performance of the Work as indicated in the Approved Baseline Implementation Schedule,
11 CONTRACTOR shall take such steps as may be necessary to improve its progress to ensure its
12 performance in accordance with the Approved Baseline Implementation Schedule. CONTRACTOR shall
13 manage the risks to the Approved Baseline Implementation Schedule to avoid any potential delays or
14 make every effort to work around any potential delays and mitigate the impact of delay.

15 7. CONTRACTOR shall be responsible for all delays in the Approved Baseline
16 Implementation Schedule, except delays in Approvals caused by Force Majeure events. However,
17 nothing in this section relieves CONTRACTOR of its responsibility to provide complete and accurate
18 Submittals and Deliverables that meet the requirements of the Scope of Work and Requirements.
19 Submittals rejected by AUTHORITY due to the CONTRACTOR's failure to meet the requirements of the
20 Submittal or Deliverable or to address the previous comments provided by AUTHORITY are not Force
21 Majeure events or otherwise excused events and CONTRACTOR shall be held responsible for all
22 associated delays.

23 8. If comments forms are established in the Project Management Plan to be used for
24 the resolution of questions and issues on a Submittal, the Submittal shall not be considered Approved
25 until all written comments are addressed to the satisfaction of the AUTHORITY. Such lack of Approval
26 shall be considered a rejection until such time as the comments are fully resolved.

1 B. Guaranteed Completion Dates:

2 In executing this AGREEMENT CONTRACTOR is guaranteeing that the BOS will be fully
3 operational by the following specified dates, "Guaranteed Completion Dates", subject to any extensions
4 thereof Approved by AUTHORITY in accordance with this AGREEMENT:

5 1. The BOS shall have achieved Commencement of Ramp-up/Customer Services
6 as determined by AUTHORITY, within thirty (30) Calendar Days of Notice to Proceed for Ramp-
7 up/Customer Services, with such Notice to Proceed not provided by AUTHORITY earlier than five
8 hundred sixty-four (564) Calendar Days from the Effective Date.

9 2. The 405 Express Lanes BOS shall have achieved Readiness for Go-Live as
10 determined by AUTHORITY, within six hundred eighty-four (684) Calendar Days from the Effective Date.

11 3. In addition to all other rights and remedies available to AUTHORITY, if
12 CONTRACTOR fails to meet a Guaranteed Completion Date, as such Guaranteed Completion Date may
13 be extended pursuant to this AGREEMENT, the CONTRACTOR shall be subject to liquidated damages
14 as specified in Article 18, Liquidated Damages.

15 C. Delays:

16 1. If at any time CONTRACTOR fails to complete any activity by the completion date
17 in the Approved Baseline Implementation Schedule, unless previously excused by AUTHORITY in
18 writing, CONTRACTOR will be required, within seven (7) Calendar Days of AUTHORITY's request, to
19 submit to AUTHORITY a statement as to how it plans to return to compliance, including a recovery
20 schedule if directed by AUTHORITY.

21 2. If CONTRACTOR fails or refuses to implement measures sufficient to bring its
22 Work back into conformity with the Approved Baseline Implementation Schedule, it shall be considered
23 an Event of Default and AUTHORITY may exercise all rights provided herein therefor, including permitting
24 CONTRACTOR to proceed under specified conditions required by AUTHORITY.

25 3. No AUTHORITY review or Approval of a schedule submitted by CONTRACTOR
26 shall release or relieve CONTRACTOR from full responsibility for the accurate, complete and timely

1 performance of the Work, including the accuracy and completeness of the schedules, or any other duty,
2 obligation or liability imposed on it by this AGREEMENT. AUTHORITY's Approval of a schedule shall
3 not constitute a representation by AUTHORITY that CONTRACTOR will be able to proceed or complete
4 the Work in accordance with the dates contained in said schedule.

5 **ARTICLE 7. START AND PHASES OF WORK**

6 A. Implementation Phase: The Implementation Phase shall commence upon the Effective
7 Date and shall continue until Final Acceptance. CONTRACTOR shall not begin performing Work until the
8 Effective Date and shall not be entitled to any compensation for any Work performed or costs incurred
9 prior to the Effective Date.

10 B. Conditions precedent to AUTHORITY executing the AGREEMENT are CONTRACTOR
11 furnishing the Form I, Performance Bond, Form J, Payment Bond, and applicable certificates of insurance
12 and endorsements thereof as required by this AGREEMENT. CONTRACTOR shall furnish said
13 documents within ten (10) Business Days after notification of award of this AGREEMENT from
14 AUTHORITY.

15 C. O&M Phase: The O&M Phase shall commence upon achieving commencement of Ramp-
16 up/Customer Services and shall continue through the end of the Term.

17 **ARTICLE 8. PAYMENT**

18 A. Payment of AUTHORITY Maximum Obligation: AUTHORITY shall pay to
19 CONTRACTOR up to its Maximum Obligation amount, for CONTRACTOR's full and complete
20 performance of its obligations under this AGREEMENT on a fixed and variable unit price basis in
21 accordance with the following provisions set forth in paragraphs B through M of this Article 8.

22 B. Payments for Implementation Phase: Payments to CONTRACTOR for the
23 Implementation Phase will be in the amounts and percentages as indicated in the CONTRACTOR Price
24 Proposal, and Exhibit E, Milestone Payment Schedule. Payments for BOS design, development,
25 integration and testing, installation and other Deliverables will be made using fixed prices for completed

26 /

1 and Approved Deliverables as provided in the Milestone Payment Schedule and the CONTRACTOR
2 Price Proposal.

3 C. Payments for Maintenance: Payments for Maintenance will be made on a monthly basis,
4 based on variable unit prices in accordance with the CONTRACTOR Price Proposal. Adjustments to
5 these payments may be made for CONTRACTOR performance which falls below required Performance
6 Measures as further set forth in the Scope of Work and Requirements.

7 D. Payments for Operations: Payments for Operations will be made on a monthly basis, ,
8 based on variable unit prices and Approved pass-through costs, in accordance with the CONTRACTOR
9 Price Proposal. Adjustments to these payments (excluding pass-through costs) may be made for
10 CONTRACTOR performance which falls below required Performance Measures as further set forth in
11 the Scope of Work and Requirements.

12 E. Full and Complete Compensation: All Work performed by CONTRACTOR in meeting the
13 requirements of the AGREEMENT shall be paid under one of the above payment methods, which shall
14 constitute full compensation for the Work, including but not limited to: (a) the cost of all insurance and
15 bond premiums, home office, job site and other overhead, and profit relating to CONTRACTOR's
16 performance of the Work; (b) the cost of performance of each and every portion of the Work (including all
17 costs of all Work provided by Subcontractor(s) and third-party licenses and Software; (c) the cost of
18 obtaining all governmental approvals; (d) all costs of compliance with and maintenance of such
19 governmental approvals; (e) all risk of inflation, unless otherwise noted, currency risk, interest and other
20 costs of funds associated with the payment terms for the Work as provided herein; and (f) payment of
21 any taxes, duties, permits and other fees and/or royalties imposed with respect to the Work and any
22 Equipment, materials or labor included therein.

23 F. Schedule of Fixed Payment for Implementation: The following schedule shall establish
24 the firm fixed payment to CONTRACTOR by AUTHORITY for the Implementation Phase set forth in the
25 Scope of Work and Requirements:
26

TYPE OF PAYMENT	PAYMENT AMOUNT (\$)
Fixed Price	\$0.00
Total Implementation Phase	\$0.00

G. Schedule of variable price and pass-through payment for O&M: The following schedule shall establish the basis for payment to CONTRACTOR by AUTHORITY for the O&M Phase set forth in the Scope of Work and Requirements. The schedule also shows the Maximum Obligation of AUTHORITY for the combined Implementation and Operation and Maintenance Phases, established in Article 9, Maximum Obligation.

TYPE OF PAYMENT	PAYMENT AMOUNT (\$)
Variable Costs Based on Unit Prices	\$0.00
Pass through Costs	\$0.00
Total O&M Phase	\$0.00
MAXIMUM OBLIGATION FOR IMPLEMENTATION AND O&M PHASES	\$0.00

H. During the Implementation Phase: CONTRACTOR shall invoice AUTHORITY on a monthly basis for payments corresponding to the Work actually completed by CONTRACTOR and Approved by AUTHORITY and in accordance with the payment methods as set forth in paragraph B of this Article 8.

I. Invoice requirements following commencement of Ramp-up/Customer Service and Go-Live: CONTRACTOR shall invoice AUTHORITY in accordance with the payment methods as set forth in paragraphs C and D of this Article 8. Such payments shall be monthly in arrears, beginning one month after commencement of Ramp-up/Customer Services.

J. Deliverables completed and Approved by AUTHORITY and Work performed shall be documented in a monthly progress report prepared by CONTRACTOR, which shall accompany each invoice submitted by CONTRACTOR. At its sole discretion, AUTHORITY may decline to make full

1 payment for any Deliverable or Work performed until such time as CONTRACTOR has documented to
2 AUTHORITY's satisfaction, that CONTRACTOR has completed all Work required under the invoice.
3 AUTHORITY's payment in full for any task or Deliverable completed shall not constitute AUTHORITY's
4 Final Acceptance of CONTRACTOR's Work under such invoice.

5 K. Retention: As partial security against CONTRACTOR's failure to satisfactorily fulfill all of
6 its obligations under this AGREEMENT, AUTHORITY shall retain ten percent (10%) of the amount of
7 each Implementation Phase invoice submitted for payment by CONTRACTOR. During the Term at its
8 sole discretion, AUTHORITY reserves the right to release all or a portion of the retained amount based
9 on CONTRACTOR's satisfactory completion of certain milestones. CONTRACTOR shall invoice
10 AUTHORITY for the release of the retention in its final Implementation Phase invoice following
11 Implementation Phase Final Acceptance in accordance with Article 23. All retained funds will be released
12 by AUTHORITY and will be paid to CONTRACTOR within sixty (60) Calendar Days of payment of final
13 Implementation Phase invoice, unless AUTHORITY elects to audit CONTRACTOR's records in
14 accordance with Article 44, Audit and Inspection of Records. If AUTHORITY elects to audit, retained
15 funds will be paid to CONTRACTOR within thirty (30) Calendar Days of completion of such audit in an
16 amount reflecting any adjustment required by such audit.

17 L. Submission of Invoices: Invoices shall be submitted by CONTRACTOR in duplicate to
18 AUTHORITY's Accounts Payable office. CONTRACTOR may also submit invoices electronically to
19 AUTHORITY's Accounts Payable at vendorinvoices@octa.net. Each invoice shall be accompanied by
20 the monthly progress report specified in paragraph J of this Article, and the Scope of Work and
21 Requirements. AUTHORITY shall remit payment within thirty (30) Calendar Days of the receipt and
22 Approval of each invoice. Each invoice shall include the following information:

- 23 1. AGREEMENT No. C-X-XXXX;
- 24 2. The specific phase number for which payment is being requested;
- 25 3. BOS generated reports to validate quantities for the unit priced items, where
26 applicable;

1 4. AUTHORITY Project Manager’s Approval of the payment request;

2 5. Identification of the relevant line item price in the CONTRACTOR Price Proposal,
3 and if milestone payment, identification of the milestone name, number, and amount in the Payment
4 Schedule;

5 6. The time period covered by the invoice;

6 7. Total monthly invoice (including Project-to-date, cumulative invoice amount) and
7 retention for the time period covered by the invoice and cumulative retention held, if applicable;

8 8. Monthly Progress Report and Approved Baseline Implementation Schedule
9 during Implementation Phase or, Monthly Operations Report during the O&M Phase;

10 9. Weekly certified payroll for personnel subject to prevailing wage requirements, if
11 applicable;

12 10. Certification signed by the CONTRACTOR that a) The invoice is a true, complete
13 and correct statement of reimbursable costs and progress; b) The backup information included with the
14 invoice is true, complete and correct in all material respects; c) All payments due and owing to
15 Subcontractors and Suppliers have been made; d) Timely payments will be made to Subcontractors and
16 Suppliers from the proceeds of the payments covered by the certification and; e) The invoice does not
17 include any amount which CONTRACTOR intends to withhold or retain from a Subcontractor or Supplier
18 unless so identified on the invoice; and

19 11. Any other information as agreed or requested by AUTHORITY to substantiate the
20 validity of an invoice.

21 M. Failure to comply with AUTHORITY’s direction: CONTRACTOR shall not be entitled to
22 have any invoices processed or to have any payment made for Work performed if it has failed to comply
23 with any lawful or proper direction from AUTHORITY concerning the Work, following receipt of Notice
24 from AUTHORITY that the CONTRACTOR has failed to comply and that the AUTHORITY will exercise
25 its right to withhold payment of invoices within five (5) Business Days of the date of such Notice, unless
26 and until such time as compliance is achieved.

1 **ARTICLE 9. MAXIMUM OBLIGATION**

2 Notwithstanding any provisions of this AGREEMENT to the contrary, AUTHORITY and
3 CONTRACTOR mutually agree that AUTHORITY's maximum cumulative payment obligation (including
4 obligation for CONTRACTOR's profit) for all Work during the Initial Term shall be _____ Dollars
5 (\$____.00) (the "Maximum Obligation"). This is based on fixed and variable price components and
6 includes, but is not limited to, all amounts payable by AUTHORITY to CONTRACTOR for its subcontracts,
7 leases, pass-throughs, materials and costs arising from, or due to termination of, this AGREEMENT and
8 as further set forth in Article 8, Payment.

9 **ARTICLE 10. PROMPT PAYMENT CLAUSE**

10 A. AUTHORITY has adopted a prompt payment provision on all U.S. DOT-assisted contracts to
11 facilitate timely payment to all Subcontractors in accordance with regulatory mandates. Pursuant to 49
12 CFR Part 26.29, AUTHORITY will include the following clause in each U.S. DOT-assisted contract:

13 B. "CONTRACTOR agrees to pay each Subcontractor under this AGREEMENT for satisfactory
14 performance of its contract no later than seven (7) days from the receipt of each payment CONTRACTOR
15 receives from AUTHORITY. CONTRACTOR agrees further to return retainage payments to each
16 Subcontractor within thirty (30) days after receiving payment for Work satisfactorily completed and
17 accepted including incremental acceptances of portions of the AGREEMENT Work by AUTHORITY. Any
18 delay or postponement of payment from the above referenced time frame may take place only for good
19 cause and with AUTHORITY's prior Approval." CONTRACTOR shall incorporate this clause verbatim,
20 set forth above, in all subcontract, broker, dealer, vendor, supplier, purchase order or other source
21 agreements issued to both DBE and non-DBE firms.

22 C. Any violation of the provisions listed above shall subject the violating CONTRACTOR to the
23 penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and
24 Professions Code. This requirement shall not be construed to limit or impair any contractual,
25 administrative or judicial remedies otherwise available to CONTRACTOR or Subcontractor in the event

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1 of a dispute involving late payment or nonpayment by CONTRACTOR; deficient Subcontractor
2 performance and/or noncompliance by a Subcontractor.

3 D. Failure to comply with this provision without prior Approval from AUTHORITY will constitute
4 noncompliance, which may result in the application of appropriate administrative sanctions, including, but
5 not limited to, a penalty of two percent (2%) of the invoice amount due per month, for every month that
6 full payment is not made.

7 **ARTICLE 11. NOTICES**

8 All Notices hereunder and communications regarding the interpretation of the terms of this
9 AGREEMENT, or changes thereto, shall be effected by delivery of said Notices in person or by depositing
10 said Notices in the U.S. mail, registered or certified mail, returned receipt requested, postage prepaid or
11 (c) sent by electronic e-mail; provided that the recipient of the electronic Notice acknowledges receipt of
12 such transmission by email. Personal or courier delivery shall be deemed given upon actual delivery to
13 the intended recipient at the designated address. Mailed Notices shall be deemed given upon the date
14 of the actual receipt as evidenced by the return receipt. Electronic e-mail Notice shall be deemed given
15 upon the date the email is acknowledged as received by the recipient; provided that if acknowledgement
16 is received after 5 p.m., delivery shall be deemed received as of 8 a.m. the following Business Day. Any
17 Notice shall be sent, transmitted or delivered, as applicable, to the applicable Party the following address:

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1 To CONTRACTOR:

To AUTHORITY:

2 Orange County Transportation Authority

3 550 South Main Street

4 P.O. Box 14184

5 Orange, CA 92863-1584

6 ATTENTION: Bob Webb

7 Principal Contract Administrator

8 (714) 560 - 5743, rwebb@octa.net

9 ATTENTION: Ellen Lee

10 Project Manager

11 (714) 560-5988, elee@octa.net

12 **ARTICLE 12. INDEPENDENT CONTRACTOR**

13 A. CONTRACTOR's relationship to AUTHORITY in the performance of this AGREEMENT is
14 that of an independent contractor. CONTRACTOR's personnel performing Work under this
15 AGREEMENT shall at all times be under CONTRACTOR's exclusive direction and control and shall be
16 employees of CONTRACTOR and not employees of AUTHORITY. CONTRACTOR shall pay all wages,
17 salaries and other amounts due its employees in connection with this AGREEMENT and shall be
18 responsible for all reports and obligations respecting them, such as social security, income tax
19 withholding, unemployment compensation, workers' compensation and similar matters.

20 B. Should CONTRACTOR's personnel or a state or federal agency allege claims against
21 AUTHORITY involving the status of AUTHORITY as employer, joint or otherwise, of said personnel, or
22 allegations involving any other independent contractor misclassification issues, CONTRACTOR shall
23 defend and indemnify AUTHORITY in relation to any allegations made.

24 **ARTICLE 13. BONDS**

25 A. All bonds required by this AGREEMENT shall be issued by sureties authorized to do
26 business in the State of California with an A.M. Best Rating of A-, Class VIII, or better, or as otherwise

1 Approved by AUTHORITY in its sole discretion, referred to hereinafter as "Eligible Surety".
2 Notwithstanding any other provision set forth in this AGREEMENT, performance by a surety of any
3 obligations of CONTRACTOR shall not relieve CONTRACTOR of any of its obligations under this
4 AGREEMENT.

5 B. As partial security against CONTRACTOR's failure to satisfactorily fulfill all Work and
6 obligations under this AGREEMENT, CONTRACTOR shall submit and keep in place until both 1) Go-
7 Live and 2) CONTRACTOR provision of applicable Operations and Maintenance Bond (hereinafter
8 referred to as an "O&M Bond") as described in paragraphs C and D below, a Performance Bond, and a
9 Payment Bond referred to hereinafter as "Bonds", in the forms respectively set forth in Forms I and J, and
10 attached to this AGREEMENT. The Bonds shall each be in the sum of one-hundred (100%) percent of
11 the Total Firm Fixed Price for the Implementation Phase (as shown in Sheet 1 of the CONTRACTOR
12 Price Proposal entitled Project Summary, cell C5, BOS Implementation Costs. If the Total Firm Fixed
13 Price for the Implementation Phase is increased in connection with an Amendment, AUTHORITY may,
14 in its sole discretion, require a corresponding increase in the amount of the Bonds or new Bonds covering
15 the Amendment.

16 C. An O&M Bond shall be required for the BOS in the form of Form K, attached to this
17 AGREEMENT, as a condition of Go-Live. The initial bonding level for the O&M Phase shall be provided
18 at one-hundred (100%) percent of Years 1 to 3 of O&M (not including pass-through costs) as shown on
19 CONTRACTOR Price Proposal Sheet 4, Projected Bond Amounts Table (cell C25).

20 D. The O&M Bond (not including pass-through costs) shall be renewed each year at the
21 anniversary date of Go-Live through the end of the Term. For subsequent years after the first year of
22 O&M, the renewed O&M Bond shall be submitted to AUTHORITY at least fifteen (15) Business Days
23 prior to the anniversary date of Go-Live. Upon Approval thereof, AUTHORITY will release the prior year's
24 Bonds.

25 E. The value of the O&M Bond for years 2 through 6 and shall be determined as follows:

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1 1. Year 2 O&M Bond = Estimated total combined cost of O&M for years 2 and 3 (not
2 including pass-through costs) as shown on Sheet 4, Projected Bond Amounts table (cell C26).

3 2. Each of Years 3 through 6 O&M Bond = Estimated cost of total combined cost of
4 O&M for upcoming year only as provided on Sheet 4, Project Bond Amounts Table for the respective
5 upcoming year (cells C27, C28, C29, CC30, as applicable).

6 F. The estimated value of the O&M costs for any given year with regard to bonded amount
7 shall be based on the value presented in the CONTRACTOR Price Proposal for total O&M costs for the
8 referenced year(s) as provided in paragraph E of this article, as adjusted for any Approved change orders
9 that have affected these Price Proposal cells and any updates in the estimated O&M volumes for the
10 year(s) provided by AUTHORITY at its sole determination.

11 G. If any Bond previously provided becomes ineffective, or if the Eligible Surety that provided
12 the Bond no longer meets the AGREEMENT requirements, CONTRACTOR shall provide a replacement
13 Bond in the same form issued by an Eligible Surety within five (5) Business Days of CONTRACTOR's
14 knowledge of same. CONTRACTOR shall provide Notice to AUTHORITY promptly following such Bond
15 being rendered ineffective or when such Bond's surety is no longer an Eligible Surety, in no case later
16 than three (3) Business Days thereafter.

17 H. Additionally, the Performance Bond shall meet the following requirements:

18 1. Identify AUTHORITY and AGREEMENT No. C-X-XXXX for which the
19 Performance Bond is provided; and

20 2. Upon Notice by AUTHORITY that CONTRACTOR has defaulted under this
21 AGREEMENT, the Eligible Surety will have ten (10) Business Days to make a determination on the claim
22 and to notify AUTHORITY accordingly.

23 **ARTICLE 14. INDEMNIFICATION**

24 A. CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY, Caltrans,
25 FHWA, and their officers, directors, employees and agents, (hereafter, the "Indemnitees") from and
26 against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement)

1 for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by
2 the negligent acts, omissions or willful misconduct by CONTRACTOR, its officers, directors, employees,
3 agents, Subcontractors or Suppliers in connection with or arising out of the performance of this
4 AGREEMENT. In addition to any other defense and indemnity obligations that CONTRACTOR has
5 assumed under this AGREEMENT, CONTRACTOR shall defend, indemnify and hold harmless the
6 Indemnitees from and against any and all liabilities, actions, suits, claims, and legal expenses, including
7 attorneys' fees, which arise out of any claim asserting a cause of action for trespass, inverse
8 condemnation or any other unlawful entry onto property by CONTRACTOR, its Subcontractors, agents
9 or employees. Any monies owed may be deducted from any monies due or to become due to
10 CONTRACTOR hereunder or under any other agreement between CONTRACTOR and AUTHORITY.

11 B. Intellectual Property:

12 1. CONTRACTOR shall be liable and responsible without limitation for any and all
13 claims made against AUTHORITY for infringement of Intellectual Property rights, by the use or supplying
14 of any Equipment or Software in the course of performance or completion of, or in any way connected
15 with, the Work, or AUTHORITY's continued use of such Equipment or Software. The CONTRACTOR
16 shall indemnify AUTHORITY against and save it harmless from all loss and expense incurred in the
17 defense, settlement or satisfaction of any claims in the nature of Intellectual Property infringement arising
18 out of or in connection with AUTHORITY's use, pursuant to this AGREEMENT, of the Equipment and
19 Software.

20 2. Without limiting any other rights or remedies available to AUTHORITY under the
21 AGREEMENT, in law and/or equity, in the event that any Intellectual Property, Equipment or Software
22 employed to provide Work pursuant to this AGREEMENT, or portion thereof, is held to constitute an
23 infringement and its use is or may be enjoined, the CONTRACTOR shall have the obligation at
24 AUTHORITY's option to do one or more of the following:

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1 a. Require CONTRACTOR to, at its own expense, supply, temporarily or
2 permanently, replace the Intellectual Property, Equipment or Software of similar quality and function
3 which is not subject to such an infringement or injunction;

4 b. Require CONTRACTOR to, at its own expense, remove all such
5 Intellectual Property, Equipment and Software and refund to AUTHORITY the cost thereof or equitably
6 adjust compensation;

7 c. Take such steps as is necessary to ensure compliance by AUTHORITY
8 with such injunction;

9 d. Modify, or require that the applicable Subcontractor or Supplier modify, the
10 alleged infringing Intellectual Property at its own expense, without impairing in any respect the
11 functionality or performance thereof that is non-infringing; and/or

12 e. Procure for AUTHORITY, at CONTRACTOR's expense, the rights
13 provided under this AGREEMENT to use the infringing Intellectual Property, Equipment or Software.

14 3. CONTRACTOR shall be solely responsible for determining and informing
15 AUTHORITY whether a prospective Supplier or Subcontractor is a party to any litigation involving
16 Intellectual Property infringement or misappropriation or any injunction related to thereto, or arising out of
17 any Intellectual Property, Equipment and/or Software provided hereunder. The CONTRACTOR shall
18 enter into agreements with all Suppliers and Subcontractors at its own risk. AUTHORITY may reject any
19 Intellectual Property, Equipment or Software, which it believes to be the subject of any such litigation or
20 injunction, or if, in AUTHORITY's judgment, use thereof does not meet the objectives of Work, restricts
21 or impairs AUTHORITY's rights in any Intellectual Property, or is unlawful.

22 **ARTICLE 15. INSURANCE**

23 A. CONTRACTOR shall procure at its own expense and maintain during the Term of this
24 AGREEMENT or longer as provided herein, insurance coverage as specified in this Article 15 or as
25 otherwise agreed to by AUTHORITY. CONTRACTOR shall provide the following insurance coverage:

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1 1. Commercial General Liability at least as broad as Insurance Services Office
2 Commercial General Liability Coverage (occurrence form CG 0001 or equivalent) with a minimum limit of
3 \$5,000,000.00 per occurrence and \$10,000,000.00 general aggregate. and is acceptable to
4 AUTHORITY;

5 2. Automobile Liability at least as broad as Insurance Services Office Business Auto
6 Coverage (form CA 0001, code 1, any auto, or equivalent), with a minimum combined single limit of
7 \$5,000,000.00 per occurrence and is acceptable to AUTHORITY;

8 3. Workers' Compensation insurance as required by the State of California and
9 Employer's Liability Insurance. Employer's liability limits shall be no less than \$1,000,000 each accident,
10 each employee for bodily injury, and policy limit for bodily injury. The policy shall be endorsed to waive
11 the insurer's right of subrogation against the AUTHORITY and its respective officers, directors,
12 employees and agents;

13 4. Commercial Crime with limits no less than \$5,000,000 per claim and in the
14 aggregate to include: Employee dishonesty, Forgery & Alteration, Monies & Securities, Computer
15 Crime; and

16 5. Technology Errors & Omissions Including Privacy and Network Security- covering
17 liability for errors or omissions in rendering computer or information technology services including 1)
18 systems analysis 2) systems programming 3) data processing 4) systems integration 5) outsourcing
19 development and design 6) systems design, consulting, development and modification 7) training
20 services relating to computer Software or Hardware 8) management, repair and maintenance of computer
21 products, networks and systems 9) marketing, selling, servicing, distributing, installing and maintaining
22 computer Hardware or Software 10) data entry, modification, verification, maintenance, storage, retrieval
23 or preparation of data output, and 11) Privacy and Network Security (Cyber Liability) insurance covering
24 liability arising from a) hostile action, or a threat of hostile action ("ransomware"), b) "malware" including
25 computer viruses, Trojan horses, worms and any other type of malicious or damaging code c) dishonest,
26 fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and

1 whether acting alone or in collusion with other persons, d) denial of service for which the insured is
2 responsible that results in the degradation of or loss of access to internet or network activities or normal
3 use of a computer system e) loss of service that results in the inability of a third-party, who is authorized
4 to do so, to access a computer system and conduct normal activities. The policy limit shall be not less
5 than fifteen million dollars (\$15,000,000) per claim and annual aggregate.

6 B. Proof of such coverage, in the form of a certificate of insurance, a copy of the insurance
7 policy and/or an insurance company issued policy endorsement shall be provided to AUTHORITY. Proof
8 of insurance coverage and endorsements evidencing the requirements for additional insureds must be
9 received by AUTHORITY within ten (10) Calendar Days from notification of award of this AGREEMENT.
10 Such insurance shall be primary and non-contributory to any insurance or self-insurance maintained by
11 AUTHORITY. AUTHORITY reserves the right to request certified copies of all related insurance policies.

12 C. CONTRACTOR shall include on the face of the Certificate of Insurance the AGREEMENT
13 Number and AUTHORITY'S Contract Administrator's Name, Robert Webb, Principal Contracts
14 Administrator.

15 D. AUTHORITY and the California Department of Transportation, their officers, directors,
16 employees and agents (the "Indemnitees") must be named as additional insured on Commercial General
17 Liability and Automobile Liability Certificates and on the insurance policy endorsement with respect to
18 performance hereunder.

19 E. CONTRACTOR shall also include in each subcontract the requirement that
20 Subcontractors shall maintain appropriate insurance coverage in the amounts as required by
21 CONTRACTOR and include the Indemnitees as additional insureds on general and automobile liability
22 policies. Such coverage shall be in effect at all times that a Subcontractor is performing Work under the
23 AGREEMENT. CONTRACTOR shall have responsibility to enforce Subcontractor compliance with these
24 or similar insurance requirements provided that CONTRACTOR shall upon AUTHORITY'S request
25 provide acceptable evidence of insurance for any Subcontractor. The CONTRACTOR shall assume all
26 responsibility for risks or casualties of every description, for any and all damage, loss or injury, to persons

1 or property arising out of the nature of the Work, including but not limited to the negligence or failure of
2 its Subcontractors (as well as CONTRACTOR's employees) to comply with this AGREEMENT.

3 F. CONTRACTOR shall be required to immediately notify AUTHORITY of any modifications
4 or cancellation of any required insurance policies.

5 G. CONTRACTOR shall at all times during the Term of this AGREEMENT maintain
6 insurance in such form as is satisfactory to AUTHORITY, and will furnish AUTHORITY with continuing
7 evidence of insurance as provided below. All insurance policies shall be issued by companies licensed
8 to do business in the State of California, with an A.M. Best Rating of A-, Class VII, or better, or as
9 otherwise approved by AUTHORITY. CONTRACTOR shall at all times comply with the terms of such
10 insurance policies, and all requirements of the insurer under any such insurance policies, except as they
11 may conflict with existing California laws or this AGREEMENT.

12 H. CONTRACTOR shall provide AUTHORITY with certificates showing the required
13 coverage to be in effect and a copy of the insurance policy or endorsements evidencing the requirements
14 for the additional insureds. Such policies shall provide that the insurance shall not be materially modified
15 or cancelled except upon thirty (30) Calendar Days prior written Notice to AUTHORITY. Copies of all
16 insurance policies and endorsements shall be provided to AUTHORITY upon request.

17 I. AUTHORITY reserves the right to review all insurance coverage and amounts of
18 insurance coverage on an annual basis and to require the CONTRACTOR to adjust the insurance
19 coverage and amounts of insurance coverage based on industry standards for contracts of this size and
20 type. CONTRACTOR shall timely pay all premiums and deductibles when due for all insurance coverage
21 required herein. The above insurance shall not contain a self-insurance retention (SIRs) unless Approved
22 by AUTHORITY.

23 J. Pertaining to the above paragraphs regarding professional liability, technology errors and
24 omissions, and cyber liability insurance, if coverage is written on a claims made basis, such insurance
25 shall be maintained in force at all times during the Term and for a period of three (3) years thereafter for
26 Work completed during the Term. Additionally, if a sub-limit applies to any elements of coverage, the

1 policy endorsement evidencing the coverage above must specify the coverage section and the amount
2 of the sub-limit.

3 K. Providing and maintaining adequate insurance coverage described herein is a material
4 obligation of the CONTRACTOR and is of the essence for this AGREEMENT. The limits of coverage
5 under each insurance policy maintained by CONTRACTOR shall not be interpreted as limiting the
6 CONTRACTOR's liability and obligations under the AGREEMENT.

7 L. Subcontractors' Insurance: CONTRACTOR shall either require each Subcontractor to
8 obtain and maintain Workers' Compensation Insurance, Commercial General Liability, Business
9 Automobile Liability and Professional Liability coverage similar to those required above in this section for
10 the CONTRACTOR, or any other coverage deemed necessary to the successful performance of the
11 AGREEMENT, or cover Subcontractors under the CONTRACTOR's policies. Such coverage shall be in
12 effect at all times that a Subcontractor is performing Work under the AGREEMENT. The CONTRACTOR
13 shall have responsibility to enforce Subcontractor compliance with these or similar insurance
14 requirements; provided the CONTRACTOR shall upon AUTHORITY's request provide acceptable
15 evidence of insurance for any Subcontractor. The CONTRACTOR shall assume all responsibility for risks
16 or casualties of every description, for any and all damage, loss or injury, to persons or property arising
17 out of the nature of the Work, including but not limited to the negligence or failure of its Subcontractors
18 (as well as CONTRACTOR's employees) to comply with this AGREEMENT.

19 M. Waivers: AUTHORITY and CONTRACTOR waive all rights against each other, against
20 each of their agents and employees and their respective members, directors, officers, employees, agents
21 and consultants for any claims to the extent covered by insurance obtained pursuant to this Article 15,
22 except such rights as they may have to the proceeds of such insurance. CONTRACTOR shall require all
23 Subcontractors to provide similar waivers in writing in favor of AUTHORITY and its respective officers,
24 officials, employees and volunteers except as otherwise agreed to by AUTHORITY.

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1 **ARTICLE 16. CHANGES**

2 A. By written Notice or order, AUTHORITY may, from time to time, order Work suspension,
3 add or deduct Work and/or make changes in the general Scope of Work and Requirements of this
4 AGREEMENT hereinafter collectively referred to as "Changes". Changes include, but are not limited to,
5 the Work furnished to AUTHORITY by CONTRACTOR as described in the Scope of Work and
6 Requirements.

7 B. Any such Changes to Work that are considered by AUTHORITY to be a Change(s) to the
8 current Scope of Work and Requirements shall result in the issuance of an Amendment signed by both
9 AUTHORITY and the CONTRACTOR. No Change shall be compensated or time extensions therefore
10 permitted, except pursuant to an Approval. A Work suspension issued by AUTHORITY, via a stop notice,
11 which results in an increase or decrease to the maximum obligation due CONTRACTOR, will require an
12 Amendment.

13 C. Any Change considered by AUTHORITY to be within the current Scope of Work but that
14 has not been specifically tasked or separately identified in CONTRACTOR Price Proposal, will not require
15 a Contract Amendment and will be identified as an Additional Work Order, subject to Approval by
16 AUTHORITY.

17 D. If any such suspension of Work or Change causes an increase or decrease in the price
18 of this AGREEMENT or in the time required for its performance, CONTRACTOR shall promptly notify
19 AUTHORITY thereof and assert its claim for adjustment within ten (10) Calendar Days after the Change
20 or Work suspension is ordered, and an equitable adjustment shall be negotiated. However, nothing in
21 this clause shall excuse CONTRACTOR from proceeding immediately with the requested Change.

22 E. In determining additional compensation to be paid for Change, the Parties shall use the
23 labor, Equipment, unit and material costs and rates included in the CONTRACTOR Price Proposal for
24 labor and material in preparing the Amendment, including the Price Proposal's labor rates for additional
25 Work. CONTRACTOR is required to use the escalation rate as calculated per the process described in
26 Section 2.9 of the Price Instructions. For Equipment, applications, tools and/or materials not covered or

1 anticipated in the Price Proposal, a catalog or market price of a commercial product sold in substantial
2 quantities shall be used as the basis for proposed costs.

3 F. If the cost of Change cannot be established on this basis or on the basis of prices set by
4 the AGREEMENT, law or regulation, CONTRACTOR shall submit detailed cost breakdowns, including
5 information on Equipment, Software, labor and materials costs and other direct costs.

6 G. CONTRACTOR agrees that it will accept as full compensation for the Change, in the case
7 of paragraph B, a price mutually agreed upon in writing, via an Amendment by the AUTHORITY and
8 CONTRACTOR or in the case of paragraph C, an Additional Work Order by the AUTHORITY and
9 CONTRACTOR.

10 H. If the CONTRACTOR disagrees with the amount of compensation or time extension
11 proposed by AUTHORITY in the Amendment, AUTHORITY may issue a Work Directive. CONTRACTOR
12 shall submit a written dispute to AUTHORITY within fifteen (15) Calendar Days after the receipt of the
13 Work Directive. Notwithstanding CONTRACTOR'S disagreement, CONTRACTOR shall proceed
14 diligently with performance if directed by AUTHORITY. The dispute shall state the points of disagreement
15 and, if possible, the AGREEMENT Scope of Work and Requirements references, quantities and costs
16 involved. If a written dispute is not submitted within the above period, payment will be made as set forth
17 in the Work Directive and such payment shall constitute full compensation for all Work included therein
18 or required thereby. An undisputed Work Directive will be considered as executed Amendment.

19 I. CONTRACTOR shall promptly notify AUTHORITY in writing when it receives direction,
20 instruction, interpretation or determination from any source other than AUTHORITY that may lead to or
21 cause change in the Work. AUTHORITY shall Approve before CONTRACTOR acts on said direction,
22 instruction, interpretation or determination.

23 J. CONTRACTOR shall only commence Work covered by an Amendment after the
24 Amendment is executed by AUTHORITY, or it is considered an executed Amendment under the terms
25 of paragraph H, or if a Work Directive has been issued.

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1 **ARTICLE 17. DISPUTES**

2 A. Except as otherwise provided in this AGREEMENT, when a dispute arises between
3 CONSULTANT and AUTHORITY, the project managers shall meet to resolve the issue. If project
4 managers do not reach a resolution, the dispute will be decided by AUTHORITY's Director of Contracts
5 Administration and Materials Management (CAMM), who shall reduce the decision to writing and mail or
6 otherwise furnish a copy thereof to CONSULTANT. The decision of the Director, CAMM, shall be the
7 final and conclusive administrative decision.

8 B. Pending final decision of a dispute hereunder, CONSULTANT shall proceed diligently with
9 the performance of this AGREEMENT and while awaiting the decision of AUTHORITY's Director, CAMM.
10 Nothing in this AGREEMENT, however, shall be construed as making final the decision of any
11 AUTHORITY official or representative on a question of law, which questions shall be settled in
12 accordance with the laws of the State of California, with venue in Orange County, CA. In lieu of litigation
13 the Parties may upon terms agreed to by the Parties, elect mediation or arbitration, binding or otherwise.

14 **ARTICLE 18. LIQUIDATED DAMAGES**

15 A. If CONTRACTOR fails to: (1) complete the Work by the Guaranteed Completion Dates or
16 any Approved extension thereof, or (2) provide Key Team Personnel in accordance with the
17 AGREEMENT, or (3) meet the O&M Performance Measures of the AGREEMENT established in the
18 Scope of Work and Requirements, the actual damage to AUTHORITY will be difficult or impossible to
19 determine. Therefore, the Parties have agreed to stipulate to the amount payable to the AUTHORITY
20 as liquidated damages in order to fix and limit CONTRACTOR's costs and to avoid later disputes over
21 what amount of damages are proper. The Parties agree that the amount of liquidated damages are
22 reasonable in light of the anticipated or actual damage to the AUTHORITY and do not constitute a penalty.
23 Liquidated damages may be assessed at the AUTHORITY's sole discretion as follows:

24 B. Implementation Phase Delays:

25 1. In the event that CONTRACTOR has not completed the Work required for Ramp-
26 up/Customer Services by the Guaranteed Completion Date, CONTRACTOR shall be assessed per

1 Calendar Day on a cumulative basis, commencing the day following the Guaranteed Completion Date as
2 follows:

- 3 • 1-30 Calendar Days following Guaranteed Completion Date: \$2,300 per Calendar Day
- 4 • 31-60 Calendar Days following Guaranteed Completion: \$5,700 per Calendar Day
- 5 • Greater than 60 days following the Guaranteed Completion Date: \$11,400 per Calendar
6 Day

7 2. In the event that CONTRACTOR has not completed the Work required for
8 Implementation of the 405 BOS and has not achieved Readiness for Go-Live by the Guaranteed
9 Completion Dates, CONTRACTOR shall be assessed \$45,000 per Calendar Day, commencing the day
10 following the Guaranteed Completion Date. Upon commencement of assessment of the liquidated
11 damages for not achieving Readiness for Go-Live under this paragraph B. 2, any liquidated damages
12 provided for in B. 1 for not meeting the Guaranteed Completion Date for Ramp-up/Customer Services
13 shall cease to continue to accrue; however, any cumulative Ramp-up/Customer Services' liquidated
14 damages incurred prior to that date in accordance with the above sub-paragraph B-1 shall still be in
15 effect.

16 C. Key Team Personnel:

17 1. CONTRACTOR acknowledges that the award of this AGREEMENT by
18 AUTHORITY was based in significant part on the qualifications and experience of the Key Team
19 Personnel listed in CONTRACTOR's Proposal and representation that they would be available to
20 perform the Work.

21 2. In the event that CONTRACTOR Project Manager and/or other Personnel
22 identified in Table below become Unavailable to perform the Work, subject to the conditions set forth
23 in Article 4, CONTRACTOR's Personnel, AUTHORITY may assess CONTRACTOR liquidated
24 damages for each occasion of such Unavailability as follows:

Key Team Personnel Liquidated Damages

POSITION	LIQUIDATED AMOUNT
Project Manager – Implementation Phase	\$ 150,000
Project Manager - O&M Phase	\$150,000
Operations Manager	\$ 50,000
Installation Manager	\$ 25,000

3. In addition to the amounts payable for positions identified in the above table, CONTRACTOR shall pay AUTHORITY a further liquidated amount of \$20,000, if any other Key Team Personnel is Unavailable.

4. The amounts payable under this Article 18 for Unavailability apply for each occasion of Unavailability for each of the Key Team Personnel.

D. Failure to Meet Performance Measures:

1. Performance Measures establish a minimum level of service for O&M Phase Work. These Performance Measures include compliance with Security Standards identified in the Scope of Work and Requirements, including but not limited to data security, payment card industry (PCI), and Personally Identifiable Information (PII) standards.

2. Failure to meet such Performance Measures shall result in the assessment of liquidated damages in the form of Adjustments as set forth in the Scope of Work and Requirements. These Adjustments shall result in a reduction of the amount of the monthly fee AUTHORITY would otherwise pay to CONTRACTOR for the Work. Standard reports shall be developed by CONTRACTOR to measure whether the Performance Measures have been met. The format and content of such reports shall be Approved during the design period, shall be generated by the BOS, and shall be run on a scheduled basis by CONTRACTOR and provided to AUTHORITY on a monthly basis, unless another frequency is otherwise specified in the Scope of Work and Requirements or as otherwise directed by AUTHORITY.

1 E. AUTHORITY may deduct liquidated damages from any monies due or that may become
2 due to CONTRACTOR under the AGREEMENT. AUTHORITY is not obligated, however, to make such
3 a deduction or to provide notice thereof. If such deducted monies are insufficient to recover the liquidated
4 damages owing, CONTRACTOR or CONTRACTOR's Surety shall pay to AUTHORITY any deficiency
5 prior to Final Acceptance of Implementation Phase or closeout of O&M Phase, as applicable, or upon
6 termination of this AGREEMENT.

7 F. The failure of AUTHORITY to assess any liquidated damages authorized under this Article
8 18 shall not constitute a waiver of AUTHORITY's right to assess such Adjustments or liquidated damages
9 at a future date. Further, failure to impose liquidated damages does not constitute a waiver of
10 CONTRACTOR's obligations to perform in accordance with the AGREEMENT and Scope of Work and
11 Requirements.

12 G. Liquidated damages are separate and cumulative and are not in lieu of Actual Damages
13 covered under Article 19, Actual Damages.

14 **ARTICLE 19. ACTUAL DAMAGES**

15 A. During the O&M Phase, CONTRACTOR shall reimburse AUTHORITY for lost revenue
16 which AUTHORITY or CONTRACTOR identifies as having been lost due to the fault of the
17 CONTRACTOR. Lost revenue includes, but is not limited to, such events as processing errors, lost
18 transactions, lost images, unprocessed transactions, lost data, revenue lost due to data security breach,
19 and transactions that are not able to be collected due to failures or delays in transaction processing. If
20 actual data is available for the affected time period, such data will be considered in the calculation of
21 actual damages as applicable. If AUTHORITY does not have actual transactional, financial, or other
22 relevant operational data from the affected period, such actual damages shall be calculated based on a
23 determination of a comparable period made by AUTHORITY, and shall consider the day, month, time of
24 day, location, season, whether the day is a weekday, weekend or Holiday, and such other factors as are
25 reasonable. AUTHORITY may choose, in its sole discretion, to recover such lost revenue from the

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1 B. CONTRACTOR by deducting such amounts from payments otherwise due and owing
2 from AUTHORITY to the CONTRACTOR.

3 C. In addition to other actual damages, CONTRACTOR shall be responsible for all
4 additional costs associated with any PII, PCI, data or security breach associated with CONTRACTOR's
5 provision of Work, including but not limited to, special mailings notifying customers of a mistake in their
6 monthly statements due to inaccurate reporting of information by CONTRACTOR and providing credit
7 monitoring services to customers.

8 **ARTICLE 20. RISK OF LOSS**

9 A. CONTRACTOR shall bear all risk of damage or loss to the BOS except for damage and
10 loss caused by the sole negligence or willful misconduct of AUTHORITY or Force Majeure.

11 B. In the case of damage or loss that AUTHORITY agrees was caused by the sole
12 negligence or willful misconduct of AUTHORITY or Force Majeure, CONTRACTOR shall promptly
13 replace the damaged or lost portions of the System at CONTRACTOR's cost after such cost is pre-
14 Approved by AUTHORITY, and submit the amount(s) thus expended to AUTHORITY for reimbursement
15 as a clearly identified, separate item on its next invoice to AUTHORITY.

16 **ARTICLE 21. DEFAULT**

17 A. Event of Default:

18 1. An "Event of Default" shall mean a material breach of this AGREEMENT by the
19 CONTRACTOR. Without limiting the generality of the foregoing and in addition to those instances
20 referred to elsewhere in this AGREEMENT as a breach, an Event of Default shall include the following:

21 a. CONTRACTOR fails to timely remit or credit revenues due AUTHORITY
22 pursuant to this AGREEMENT;

23 b. CONTRACTOR fails to timely deliver and/or maintain Deliverables to
24 AUTHORITY, which Deliverables include, but are not limited to, all insurance, bonds or other performance
25 security required by this AGREEMENT or to maintain in force and effect any such insurance, bonds or
26 performance security;

1 c. CONTRACTOR fails to promptly perform the Work following Effective
2 Date of AGREEMENT; to diligently perform the Work in accordance with the Approved Baseline
3 Implementation Schedule; suspends or otherwise ceases to perform the Work (excepting therefrom
4 excused suspensions directed by AUTHORITY or due to Force Majeure); or promptly resume
5 performance of the Work which have been suspended as directed by AUTHORITY;

6 d. CONTRACTOR fails to perform the Work in accordance with this
7 AGREEMENT, including, but not limited to, the Requirements;

8 e. CONTRACTOR fails to supply enough properly skilled workers or proper
9 materials to perform the Work required under this AGREEMENT;

10 f. CONTRACTOR fails to make prompt payment to Subcontractors or
11 Suppliers in accordance with this AGREEMENT absent a valid dispute as between the CONTRACTOR
12 and its Subcontractors or Suppliers;

13 g. CONTRACTOR fails to make any payment due AUTHORITY under this
14 AGREEMENT, including but not limited to, liquidated damages;

15 h. CONTRACTOR commences any suit or any suit is commenced against
16 CONTRACTOR, under any bankruptcy, insolvency or similar law to liquidate, reorganize or dissolve
17 CONTRACTOR, or which seeks the appointment of a receiver, trustee, custodian or other similar official
18 to attach, execute or such similar process for any substantial part of CONTRACTOR's assets; or
19 CONTRACTOR assigns the proceeds received from this AGREEMENT for the benefit of its creditors, or
20 it has taken advantage of any insolvency statute or debtor/creditor law or if the CONTRACTOR's property
21 or affairs have been put in the hands of a receiver; or any of the foregoing events occur with respect to
22 any Surety, which Surety is not promptly replaced by CONTRACTOR;

23 i. CONTRACTOR fails to obtain the Approval of AUTHORITY where
24 required by this AGREEMENT;

25 j. CONTRACTOR fails to provide adequate assurances as required under
26 paragraph 2. below;

1 k. CONTRACTOR has failed in the representation of any warranties stated
2 herein;

3 l. Any person authorized to act on CONTRACTOR's behalf makes a
4 statement to any person authorized to act on AUTHORITY's behalf, indicating that CONTRACTOR
5 cannot or will not perform any one or more of its obligations under this AGREEMENT;

6 m. CONTRACTOR has a pattern of repeated failures to provide the Work and
7 meet the Scope of Work and Requirements of this AGREEMENT;

8 n. CONTRACTOR fails to remedy Pervasive Defects; or

9 o. The suspension or revocation of any license, permit, or registration
10 necessary for the performance of the CONTRACTOR's obligations under this AGREEMENT.

11 2. When, in the opinion of AUTHORITY, reasonable grounds for uncertainty exist
12 with respect to the CONTRACTOR's ability to perform the Work or any portion thereof, AUTHORITY may
13 request that the CONTRACTOR, within the time frame set forth in AUTHORITY's request, provide
14 adequate assurances to AUTHORITY, in writing, of CONTRACTOR's ability to perform in accordance
15 with the terms of this AGREEMENT. Until AUTHORITY receives such assurances, AUTHORITY may
16 suspend all payments or portions thereof to CONTRACTOR. In the event that CONTRACTOR fails to
17 provide to AUTHORITY the requested assurances within the prescribed time frame, AUTHORITY may:

18 a. Treat such failure as an Event of Default;

19 b. Resort to any remedy for breach provided herein or at law or equity,
20 including, but not limited to, taking over the performance of the Work or any part thereof either by itself or
21 through others;

22 c. Remove all technical documentation deposited with the Escrow Agent
23 pursuant to the Escrow Agreement executed in accordance with Article 25, Intellectual Property, and
24 Article 26, Intellectual Property Escrow, with the purpose of competitively procuring any Equipment or
25 Software or providing any Work based on such documentation; and

26 d. Terminate CONTRACTOR's performance hereunder.

1 3. The enumeration in this Article or elsewhere in this AGREEMENT of specific rights
2 or remedies of AUTHORITY shall not be deemed to limit any rights or remedies which AUTHORITY
3 would have in the absence of such enumeration and no exercise by AUTHORITY of any right or remedy
4 shall operate as a waiver of any other of AUTHORITY's rights or remedies not inconsistent therewith or
5 to stop AUTHORITY from exercising such other rights or remedies.

6 B. Notice of Default - Chance to Cure:

7 If, in the determination of AUTHORITY, an Event of Default has occurred, AUTHORITY will
8 notify CONTRACTOR by delivery of a Notice hereinafter referred to as "Default Notice" specifying the
9 default claimed, and advising the CONTRACTOR that such default must be cured as set forth therein
10 or this AGREEMENT may be terminated. Prior to declaring an Event of Default AUTHORITY shall
11 allow the CONTRACTOR to cure the default to AUTHORITY's reasonable satisfaction within fifteen
12 (15) Calendar Days, or such shorter time if the default requires it; provided that AUTHORITY is not
13 required to issue a Default Notice if there is an Event of Default which by nature cannot be cured.
14 Failure to provide a Default Notice shall not preclude AUTHORITY from exercising other available
15 remedies short of termination. AUTHORITY may extend the opportunity to cure beyond the fifteen
16 (15) Calendar Day period if the default is one AUTHORITY agrees requires additional time to cure, so
17 long as the CONTRACTOR has commenced curing such default and is effectuating a cure with
18 diligence and continuity during such fifteen (15) Calendar Day period extension thereof which
19 AUTHORITY prescribes.

20 C. Remedies in the Event of Default:

21 1. If CONTRACTOR does not cure the Event of Default within the time prescribed or
22 the default is not subject to cure, AUTHORITY may declare an Event of Default, which shall be in writing
23 and provided to CONTRACTOR, and, as appropriate the Surety. In addition to all other rights and
24 remedies under this AGREEMENT and/or the bonds, AUTHORITY shall, upon declaration of an Event
25 of Default, have the right to terminate this AGREEMENT, in whole or in part, pursuant to issuance of a
26 Notice of Termination for Cause, specifying the effective date thereof and/or perform or cause to be

1 performed the Work or any portion thereof, which are required of CONTRACTOR. In exercising such
2 rights, AUTHORITY may immediately take possession of, and CONTRACTOR shall deliver, all applicable
3 Equipment, Software and data, and facilities that house such items as AUTHORITY may direct.
4 AUTHORITY shall also have the right to complete the Work with CONTRACTOR's Subcontractors as
5 AUTHORITY directs and CONTRACTOR shall assign such subcontracts as AUTHORITY directs.
6 AUTHORITY, as part of its right to complete the Work, may take possession of and use, and
7 CONTRACTOR shall be required to deliver to AUTHORITY, any or all of the materials, plants, tools,
8 Equipment, Hardware, supplies, and property of every kind, provided, purchased, maintained, leased,
9 owned, or rented by CONTRACTOR, including but not limited to all technical specifications, drawings,
10 source code, and object code placed into Escrow. AUTHORITY may make available such escrowed
11 materials to third parties; third party licenses and Software, and/or procure other materials, plant, tools,
12 Equipment, Hardware, and supplies. AUTHORITY may charge CONTRACTOR and the CONTRACTOR
13 shall be liable to AUTHORITY for the expense of said labor, materials, plant, tools, Equipment, Hardware,
14 supplies and property reasonably necessary in performing or completing the Work.

15 2. If AUTHORITY declares an Event of Default, CONTRACTOR shall be liable for
16 those damages provided herein resulting from the default, including but not limited to:

- 17 a. Losses as defined in Article 20, Risk of Loss;
- 18 b. The difference between the actual costs incurred by AUTHORITY in
19 completing the Work and the compensation AUTHORITY would otherwise have paid CONTRACTOR
20 under this AGREEMENT for completing such Work;
- 21 c. Liquidated damages; and
- 22 d. Actual damages.

23 The CONTRACTOR shall remain liable for any other liabilities and claims related to
24 CONTRACTOR's default. All damages and costs may be deducted and paid out of any monies due
25 from AUTHORITY to CONTRACTOR.

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1 D. If an Event of Default occurs, CONTRACTOR and any Surety shall be jointly and
2 severally liable to AUTHORITY for all losses and damages incurred by AUTHORITY. Upon the
3 occurrence of an Event of Default and for so long as it occurs, AUTHORITY may withhold all of any
4 portion of further payments to CONTRACTOR until the date that AUTHORITY accepts the Project as
5 complete at which time AUTHORITY will determine if CONTRACTOR is entitled to any further
6 payments. AUTHORITY will deduct, from any moneys due or which become due to CONTRACTOR
7 or its Surety, all costs and charges incurred by AUTHORITY, including attorneys, accountants and
8 expert witness fees and costs. If AUTHORITY's losses or damages exceed payments owing
9 CONTRACTOR, then the CONTRACTOR and its Surety shall be liable and pay such amount to
10 AUTHORITY within ten (10) Calendar Days of AUTHORITY's written demand. If CONTRACTOR or
11 its Surety fail to pay such demand within such timeframe, AUTHORITY may collect interest thereon
12 at the lesser of 10% per annum or the maximum rate allowed under State law from the date of the
13 written demand.

14 E. In the event that it is later determined that the AGREEMENT was terminated upon
15 grounds which did not justify a termination for Event of Default, such termination shall be deemed a
16 termination for convenience pursuant to Article 22, Termination for Convenience.

17 F. Performance by Surety: Upon receipt of a demand from AUTHORITY requiring Surety
18 to complete the Work, Surety shall diligently and promptly take charge of the Work and complete this
19 AGREEMENT pursuant to its terms at its own expense, receiving the balance of the funds due
20 CONTRACTOR, minus any permissible deductions under this AGREEMENT. In the event
21 AUTHORITY undertakes to complete the Work with its own forces or by way of contract, all costs
22 incurred by AUTHORITY shall be deducted from the amounts due or may become due to
23 CONTRACTOR. If such expense exceeds the sum payable under this AGREEMENT, then
24 CONTRACTOR and Surety shall be jointly and severally liable for the amount of the excess expense
25 up to the amount of the Performance Bond in existence at the time this AGREEMENT is terminated.

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ARTICLE 22. TERMINATION FOR CONVENIENCE

AUTHORITY may terminate this AGREEMENT for its convenience at any time in whole or in part, by giving CONTRACTOR written notice thereof. AUTHORITY shall terminate by delivering to CONTRACTOR a written Notice of Termination for Convenience specifying the extent of termination and its effective date. Upon termination, CONTRACTOR shall discontinue performance of all or that portion of Work, as set forth in such Notice and AUTHORITY shall pay CONTRACTOR its allowable costs incurred to date of that portion terminated. The rights, duties and obligations of the parties shall be construed in accordance with the applicable provisions of CFR Title 48, Chapter 1, Part 49, of the Federal Acquisition Regulation (FAR) and specific subparts and other provisions thereof applicable to termination for convenience. If AUTHORITY sees fit to terminate this AGREEMENT for convenience, said notice shall be given to CONTRACTOR in accordance with the provisions of the FAR referenced above and Article 11, Notices, herein. Upon receipt of said notification, CONTRACTOR shall immediately proceed with all obligations, regardless of any delay in determining or adjusting any amounts due under this Article, and agrees to comply with all applicable provisions of the FAR pertaining to termination for convenience. Thereafter, CONTRACTOR shall have no further claims against AUTHORITY under this AGREEMENT.

ARTICLE 23. ACCEPTANCE

A. BOS Acceptance of Implementation Phase:

1. The phases of the Project are set forth in Article 7, Start and Phases of Work.

2. AUTHORITY, in its sole discretion, may grant BOS Acceptance of the Implementation Phase if it deems that the Work on the Implementation Phase is substantially complete, and the following conditions have been met:

a. CONTRACTOR has passed the On-Site Installation and Commissioning Test, and Go-Live has been Approved in accordance with the Scope of Work and Requirements;

b. CONTRACTOR has substantially passed and has been given conditional Approval of the BOS Acceptance test; and

1 c. CONTRACTOR has completed all punch list items and provided proof
2 to AUTHORITY's satisfaction thereof.

3 3. AUTHORITY shall issue a written Notice of BOS Acceptance for the
4 Implementation Phase upon satisfaction of the conditions listed above in items 2a through 2c. The
5 occurrence of BOS Acceptance shall not relieve CONTRACTOR of any of its continuing obligations
6 hereunder.

7 B. Final Acceptance of Implementation Phase:

8 Final Acceptance of an Implementation Phase shall be deemed to have occurred when all of the
9 following conditions have been met:

10 1. CONTRACTOR has provided a Final Acceptance letter certification to close out
11 the Implementation Phase. The certification shall include but not be limited to: total costs associated with
12 the Implementation Phase, date of Work completion for that phase and any additional required
13 information contained in items 2 through 8 below:

14 2. Any and all punch list items have been satisfactorily completed and Approved by
15 AUTHORITY and final Approval of the Acceptance Test, has been granted by AUTHORITY;

16 3. Escrowed Software has been delivered to AUTHORITY in accordance with the
17 Escrow Agreement;

18 4. CONTRACTOR has delivered and AUTHORITY has Approved all Deliverables,
19 including As-Built Documentation/Drawings, as defined in the Scope of Work and Requirements;

20 5. An affidavit has been delivered to AUTHORITY signed by the CONTRACTOR,
21 stating all debts and claims of Suppliers and Subcontractors have been paid and/or settled;

22 6. All CONTRACTOR claims for the Implementation Phase are deemed to be
23 resolved by AUTHORITY, and the CONTRACTOR has submitted a statement that no such requests or
24 disputes will be applied for; any and all claims under this AGREEMENT are resolved, and that no such
25 claims will be made;

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1 7. All of CONTRACTOR's other obligations, including payment of liquidated
2 damages under the Implementation Phase shall have been satisfied in full or waived in writing by
3 AUTHORITY; and

4 8. AUTHORITY shall have delivered to the CONTRACTOR a Notice of Final
5 Acceptance for the phase.

6 C. Closeout of O&M Phase:

7 Closeout of the O&M Phase shall be deemed to have occurred when all of the following conditions
8 have been met:

9 1. The CONTRACTOR shall have provided a letter certification to close out the O&M
10 Phase. The certification shall include but not be limited to: total costs associated with the phase, date of
11 phase completion and any additional required information contained in items 2 through 10 below:

12 2. Delivery by the CONTRACTOR and Approval by AUTHORITY of all Deliverables,
13 including As-Built Documentation/Drawings, as required in the Scope of Work and Requirements;

14 3. The CONTRACTOR has met all transition and succession requirements pursuant
15 to the Scope of Work and Requirements;

16 4. All licenses and leases subject to transfer or assignment to AUTHORITY have
17 been transferred or assigned;

18 5. Any and all CONTRACTOR action items associated with the phase have been
19 satisfactorily completed and Approved by AUTHORITY;

20 6. An affidavit has been delivered to AUTHORITY signed by CONTRACTOR, stating
21 all debts and claims of Suppliers and Subcontractors have been paid and/or settled;

22 7. All CONTRACTOR claims for the phase are deemed to be resolved by
23 AUTHORITY, and CONTRACTOR has submitted a statement that no such requests or disputes will be
24 applied for; any and all claims under this AGREEMENT are resolved, and that no such claims will be
25 made;

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1 8. The CONTRACTOR shall provide AUTHORITY with all required materials,
2 fixtures, furnishings, Equipment and Software; documentation and manuals, either owned by or licensed
3 to AUTHORITY, pursuant to this AGREEMENT. All such materials have been verified by AUTHORITY
4 to be in good working order;

5 9. All of CONTRACTOR's other obligations under the O&M Phase, including
6 liquidated damages, shall have been satisfied in full or waived in writing by AUTHORITY; and

7 10. AUTHORITY shall have delivered to CONTRACTOR a Notice of Closeout for the
8 phase.

9 D. AUTHORITY's beneficial use of the Deliverables during any phase prior to AGREEMENT
10 closeout shall not constitute Acceptance of any Deliverable, nor shall such use give rise to a claim for
11 equitable adjustment.

12 **ARTICLE 24. INSPECTION**

13 A. All Work, Sites, and Facilities shall be subject to inspection and testing by AUTHORITY
14 at all reasonable times. Any inspection, test or Approval is for the sole benefit of AUTHORITY and shall
15 not relieve CONTRACTOR of the responsibility of providing Quality Control measures to assure that the
16 Work strictly complies with requirements of this AGREEMENT. No inspection or test or Approval by
17 AUTHORITY or its representative shall be construed as constituting or implying Acceptance unless all
18 criteria for Acceptance have been met in accordance with Article 23, Acceptance. Inspection or test or
19 Approval shall not relieve CONTRACTOR of responsibility for damage to or loss of the material prior to
20 Acceptance, nor in any way affect the continuing rights of AUTHORITY after Acceptance of the completed
21 Work.

22 B. CONTRACTOR shall furnish promptly, without additional charge, all facilities, labor,
23 Equipment and material reasonably needed for performing inspection and testing in a safe and
24 convenient manner as may be required by AUTHORITY and as further set forth in the Scope of Work
25 and Requirements. All inspections and tests by AUTHORITY shall be performed in such manner as to
26 not unnecessarily delay the Work. AUTHORITY reserves the right to charge to CONTRACTOR any

1 additional cost of inspection or test when material or workmanship is not ready at the time specified by
 2 CONTRACTOR for inspection or test or when re-inspection or retest is necessitated by prior rejection.

3 **ARTICLE 25. INTELLECTUAL PROPERTY**

4 A. Project Intellectual Property:

5 1. CONTRACTOR acknowledges and agrees that all Intellectual Property
 6 authored, created, and invented under this AGREEMENT and/or for the purposes of the Project, in
 7 any medium, is either owned by AUTHORITY or specially ordered or commissioned by AUTHORITY
 8 including works made for hire in accordance with Section 101 of the Copyright Act of the United States
 9 (“Project Intellectual Property”), CONTRACTOR hereby irrevocably and exclusively assigns to
 10 AUTHORITY, immediately upon creation, authorship, development or invention of the Project
 11 Intellectual Property and without any restriction or condition precedent, (i) all rights, title and interest
 12 in and to such Intellectual Property and (ii) physical possession and all rights, title and interest in any
 13 executable code and all Source Code, programmer notes, and other documentation and other relevant
 14 Software (collectively, the “IP Materials”). To perfect or register AUTHORITY Intellectual Property
 15 rights under this Section, CONTRACTOR agrees to execute such further documents and to do such
 16 further acts as may be necessary to perfect, register, or enforce AUTHORITY ownership of such rights,
 17 in whole or in part. If CONTRACTOR fails or refuses to execute any such documents, CONTRACTOR
 18 hereby appoints AUTHORITY as CONTRACTOR's attorney-in-fact (this appointment to be irrevocable
 19 and a power coupled with an interest) to act on CONTRACTOR's behalf and to execute such documents.
 20 AUTHORITY hereby grants to CONTRACTOR a limited, non-exclusive license to use, exploit,
 21 manufacture, distribute, reproduce, adapt and display AUTHORITY Intellectual Property developed and
 22 owned by AUTHORITY independently of this AGREEMENT (“AUTHORITY Intellectual Property”) and
 23 Project Intellectual Property, solely in connection with and limited to: (a) incorporation of relevant
 24 Intellectual Property into the Project or Work; (b) performance, provision, furnishing and discharge of the
 25 Work; and (c) licensing to other entities (to the extent required for Interoperability). Except as provided in
 26 this Article 25, no Intellectual Property rights of AUTHORITY, including the AUTHORITY’s name and

1 other trademarks, are granted to CONTRACTOR and all other rights are reserved to AUTHORITY. All
2 rights granted in this Article shall terminate at the expiration of the Term.

3 2. CONTRACTOR shall deliver to AUTHORITY all AUTHORITY Materials,
4 documents, results and related materials created in the development of Project Intellectual Property as
5 soon as (i) incorporated into Project, or any Deliverable, Work, service(s), and/or Software, including any
6 Upgrades or Updates, (ii) required by the AGREEMENT or Scope of Work and Requirements, or (iii)
7 reasonably practicable, provided that all such IP Materials, shall be delivered to AUTHORITY not later
8 than the effective termination date of this AGREEMENT, including expiration date of the Term.

9 B. CONTRACTOR Intellectual Property:

10 1. CONTRACTOR hereby grants to AUTHORITY an irrevocable, perpetual, non-
11 exclusive, transferable (solely to an AUTHORITY assignee or successor in interest), fully paid-up right
12 and license to use, distribute, reproduce, adapt and display, and prepare derivative works of the
13 CONTRACTOR Intellectual Property solely for the Project or any Deliverable, Work, service(s), and/or
14 Software, including any Upgrades or Updates. CONTRACTOR Intellectual Property shall mean
15 Intellectual Property authored, created or invented by CONTRACTOR either (a) prior to the Effective Date
16 or (b) independently of the AGREEMENT. The rights granted herein shall survive the termination,
17 expiration or cancellation of this AGREEMENT or any rights related thereto.

18 2. CONTRACTOR shall identify and disclose all CONTRACTOR Intellectual
19 Property required by, incorporated in or integrated into the Project, or any Deliverable, Work,
20 service(s), and/or Software, including any Upgrades or Updates, including (when reasonably available):
21 full and specific information detailing Intellectual Property claimed, date of authorship, creation and/or
22 invention, date of application(s), application number(s) and registering entity(ies), date of registration(s),
23 registration number(s) and registering entity(ies), if any, and owner including person or entity name and
24 address. Subject to the Intellectual Property deposit requirements of Article 27, CONTRACTOR shall not
25 be required to identify or disclose CONTRACTOR Intellectual Property only to the extent that doing so
26 would eliminate or substantially limit the legal protections for such Intellectual Property.

1 C. Third-Party Intellectual Property:

2 1. CONTRACTOR shall secure license(s) in the name of AUTHORITY to use,
 3 execute, perform, sublicense, distribute, reproduce, adapt, display, and prepare derivative works of
 4 Third-Party Intellectual Property in connection with or any Deliverable, Work, Service(s), and/or
 5 Software, including any Upgrades or Updates, including a representation and warranty that the Third-
 6 Party Intellectual Property does not infringe the rights, including Intellectual Property rights, of any
 7 other person or entity. Third-Party Intellectual Property shall mean Intellectual Property owned by any
 8 person or entity unrelated to CONTRACTOR which is incorporated into the Project, Work or services.
 9 AUTHORITY shall review and Approve, in its sole discretion, any license(s) pursuant to this Article
 10 and in no event shall CONTRACTOR incorporate Third-Party Intellectual Property into the Project, or
 11 any Deliverable, Work, service(s), and/or Software, including any Upgrades or Updates without first
 12 securing such licenses and subject to AUTHORITY's prior review and Approval.

13 2. CONTRACTOR shall identify and disclose to AUTHORITY all Third-Party
 14 Intellectual Property contained, or included, i) in the Project Intellectual Property, including (when
 15 reasonably available): or (ii) in the Project, or any Deliverable, Work, service(s), and/or Software, including
 16 any Upgrades or Updates, including (when reasonably available): full and specific information detailing
 17 Intellectual Property claimed; date of authorship, creation and/or invention; date of application(s);
 18 application number(s) and entity(ies); date of registration(s), registration number(s) and registering
 19 entity(ies), if any, and owner, including person or entity name and address.

20 3. CONTRACTOR shall obtain from each owner of the Third-Party Intellectual
 21 Property prior consent to have the relevant Third-Party Intellectual Property deposited into an Escrow in
 22 accordance with Article 26, Intellectual Property Escrows, or, to the extent the owner of the relevant Third-
 23 Party Intellectual Property has not provided such consent, obtain AUTHORITY's prior written Approval
 24 for a waiver of this requirement.

25 4. CONTRACTOR shall not incorporate Third-Party Intellectual Property into the
 26 Project without first obtaining (a) the licenses described in Article 25.C.1 and (b) consent for the delivery

1 or deposit of IP Materials from each owner of the Third-Party Intellectual Property, or unless such
2 requirement is waived by AUTHORITY in accordance with Article 25.C.3. The rights granted in Article
3 25.C.1 shall survive the termination, expiration or cancellation of this AGREEMENT or any rights related
4 thereto.

5 D. Delivery of IP Materials: CONTRACTOR shall deliver CONTRACTOR and Third-Party IP
6 Materials into Escrow in accordance with Article 26, Intellectual Property Escrow and Article 27, Escrow
7 Agreement Dates.

8 E. Payments Inclusive: CONTRACTOR acknowledges and agrees that the payments
9 provided for in Article 8 include all royalties, fees, costs and expenses arising from or related to the Project
10 Intellectual Property, including without limitation any fees pursuant to Articles 25, 26, and 27.
11 CONTRACTOR acknowledges that AUTHORITY is a public agency subject to state laws, including the
12 California Public Records Act (California Government Code §6250, et seq.) (the "Public Records Act").
13 Notwithstanding any designation or communication by CONTRACTOR that any CONTRACTOR
14 information or materials provided under this AGREEMENT may be confidential or proprietary,
15 CONTRACTOR consents in advance to AUTHORITY's disclosure of the same if AUTHORITY
16 determines that it is required by law to disclose. Such disclosure shall not constitute a breach of this
17 AGREEMENT. AUTHORITY will provide reasonable notice to CONTRACTOR of any request for
18 disclosure of information or materials identified by CONTRACTOR as "confidential", "trade secret" or
19 "proprietary" or otherwise considered confidential under this AGREEMENT. If CONTRACTOR wishes to
20 oppose any such disclosure, CONTRACTOR shall assume the opposition to such disclosure(s) or shall
21 indemnify AUTHORITY for all costs incurred (including attorneys' fees and court costs) in connection with
22 any opposition to such disclosure.

23 **ARTICLE 26. INTELLECTUAL PROPERTY ESCROW**

24 A. CONTRACTOR acknowledges that AUTHORITY must be ensured access to
25 CONTRACTOR and Third-Party IP Materials at any time and must be assured that such IP Materials are
26 delivered to Escrow pursuant to Article 26 and Articles 27.

1 B. CONTRACTOR or an owner of Third-Party Intellectual Property shall deposit the IP
2 Materials with an Escrow Agent. AUTHORITY and CONTRACTOR shall: (a) mutually select an escrow
3 company ("Escrow Agent") engaged in the business of receiving and maintaining escrows of software
4 source code and/or other intellectual property; (b) establish an Escrow (with the Escrow Agent on terms
5 and conditions substantially similar terms and conditions to the Form of Intellectual Property Escrow
6 AGREEMENT, Form H, for the deposit, retention, upkeep, authentication, confirmation and release of IP
7 Materials to AUTHORITY pursuant to this AGREEMENT; (c) adhere to the deposit dates set forth in
8 Article 27 and (c) determine a process for releasing from Escrow the IP Materials to be delivered to
9 AUTHORITY pursuant to this AGREEMENT. Intellectual Property Escrows also may include Affiliates
10 as parties and may include deposit of their Intellectual Property.

11 C. CONTRACTOR shall be responsible for the fees and costs of establishing and
12 maintaining the Escrow Agent for the Term. AUTHORITY shall be responsible for all costs arising in
13 connection with the maintenance of the Escrow referred to in this Article beyond the Term.

14 D. The Escrow shall survive expiration or earlier termination of this AGREEMENT regardless
15 of the reason.

16 E. The IP Materials shall be released and delivered to AUTHORITY in any of the following
17 circumstances:

- 18 1. This AGREEMENT is terminated for any reason including expiration of the Term;
- 19 2. A voluntary or involuntary bankruptcy or insolvency of CONTRACTOR occurs;
- 20 3. CONTRACTOR is dissolved or liquidated; and
- 21 4. CONTRACTOR or any third party, pursuant to a license under Article 25.C.2, (a)
22 fails or ceases to provide services as necessary to permit continued use of any such Intellectual Property
23 or (b) otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying,
24 maintaining and servicing the software, product, part or other item containing the IP Materials pursuant
25 to a license or any sublicense thereof.

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1 F. Any CONTRACTOR Intellectual Property released and delivered to AUTHORITY under
2 the terms of this AGREEMENT shall be deemed confidential and not disclosed or distributed to any third
3 party without a non-disclosure agreement to ensure such confidentiality. Without limiting the license
4 grants provided in this Article and subject to the confidentiality obligations of this section, any and all rights
5 to CONTRACTOR Intellectual Property granted to AUTHORITY pursuant to paragraph B of Article 25
6 shall include the right to sublicense and disclose such CONTRACTOR Intellectual Property to
7 AUTHORITY employee, agent, representative, vendor, assignee or affiliate in its sole discretion.

8 **ARTICLE 27. ESCROW AGREEMENT**

9 A. Within forty-five (45) Calendar Days from the Effective Date, AUTHORITY, an Escrow
10 Agent, and CONTRACTOR shall enter into an Escrow AGREEMENT substantially as set forth in Article
11 26.

12 B. AUTHORITY may at its sole discretion require an initial deposit of the complete
13 CONTRACTOR IP Materials within sixty (60) Calendar Days of AGREEMENT Effective Date.

14 C. Additional deposits shall be made to the Escrow within ten (10) Calendar Days of Go-Live
15 and within ten (10) Calendar Days of BOS Acceptance.

16 D. In the event CONTRACTOR updates, revises or supplements any of the IP Materials
17 deposited or revises, supplements or creates additional information, CONTRACTOR shall deposit a
18 complete set of such revised, supplemented, or additional information with the Escrow Agent as soon as
19 reasonably practicable, but in no event more than thirty (30) Calendar Days of such revision, supplement
20 or addition and shall indicate with each deposit what information and which documents and pages have
21 been revised, supplemented or added since the last deposit.

22 E. CONTRACTOR shall make deposits of the complete set of IP Materials current at the time
23 of deposit, at a minimum of semi-annually if no deposits provided for in paragraph D have occurred within
24 the relevant preceding six-month period.

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1 **ARTICLE 28. WARRANTIES**

2 A. CONTRACTOR warrants the following:

3 1. All guarantees and warranties made herein are fully enforceable by AUTHORITY
4 acting in its own name.

5 2. The Equipment, Hardware, and Software CONTRACTOR installs and places into
6 operation will not result in any damage to existing facilities, walls or other parts of adjacent, abutting or
7 overhead buildings, railroads, bridges, roadway, structures, surfaces, or cause any physical or mental
8 injury to any person.

9 3. All provided Hardware and Equipment is new unless otherwise specifically
10 Approved by AUTHORITY.

11 B. BOS Warranty:

12 The CONTRACTOR shall provide a full BOS warranty on all System Equipment, Hardware, and
13 Software beginning from the date of Readiness for Go-Live through the end of the O&M Phase hereinafter
14 referred to as "BOS Warranty Period", warranting that the full System shall be as set forth in the Scope
15 of Work and Requirements. During the BOS Warranty Period, AUTHORITY shall not be charged for any
16 Maintenance or Software Support Services performed on the BOS, other than Maintenance payments
17 identified in the CONTRACTOR Price Proposal. In the period after installation and prior to the
18 commencement of the O&M Phase, all Maintenance and Software Support Services shall also be at
19 CONTRACTOR's sole expense. Further, at all times during the Term, CONTRACTOR shall promptly
20 repair or replace, at its own cost or expense, including, the cost of removal, installation and transportation,
21 any unit of Equipment, Hardware, or Software, or part or component thereof, which proves defective or
22 otherwise fails to comply with Exhibit B, Scope of Work and Requirements, such that it complies with the
23 Scope of Work and Requirements. All fees associated with restocking cancelled or returned orders shall
24 be the responsibility of CONTRACTOR.

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1 C. Software Warranties:

2 CONTRACTOR warrants that the Software needed to operate the BOS shall be as set forth in
3 the Scope of Work and Requirements, and that commencing upon Go-Live, and for the Term, the
4 Software and each module or component and function thereof shall:

5 1. Be free from defects in materials and workmanship under normal use;

6 2. Remain in good working order, be free from viruses; trap doors; disabling devices;
7 Trojan horses; disabling codes; back doors; time bombs; drop-dead devices; worms, and any other type
8 of malicious or damaging code or other technology or means which has the ability to interfere with the
9 use of the BOS by AUTHORITY or its designees, or permit access to AUTHORITY's computing systems
10 without its knowledge or contrary to its system connectivity policies or procedures;

11 3. Not interfere with toll collection;

12 4. Operate and function fully, properly and in conformity with the warranties in this
13 AGREEMENT;

14 5. Operate fully and correctly in the operating environment identified in the Scope of
15 Work and Requirements, including by means of the full and correct performance of the Software, and all
16 Updates, Enhancements, or new releases of the Software, on or in connection with the Equipment, any
17 Updates, Enhancements, or new releases to such Equipment, and any other Software used by or in
18 connection with any such Equipment;

19 6. Be fully compatible and Interface completely and effectively with the Equipment,
20 including other Software programs provided to AUTHORITY hereunder, such that the Software and other
21 Equipment combined will perform and continuously attain the standards identified in the Scope of Work
22 and Requirements; and

23 7. Accurately direct the Operation of the BOS, as required by the Scope of Work and
24 Requirements, and the descriptions, specifications and documentation set forth therein and herein.

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1 D. Software Maintenance Services:

2 During the Term, CONTRACTOR shall, at its own cost and expense, provide Maintenance and
3 Software Support Services to keep the Software in good working order and free from defects such that
4 the BOS shall perform in accordance with this AGREEMENT, including Scope of Work and
5 Requirements.

6 1. The CONTRACTOR shall provide technical support and shall, at its own cost and
7 expense, timely remedy any failure, malfunction, defect or non-conformity in Software, in accordance with
8 Scope of Work and Requirements.

9 2. CONTRACTOR shall provide AUTHORITY the most current release of all
10 Software available on the date of delivery of the BOS Software to maintain optimum performance
11 pursuant to this AGREEMENT.

12 3. CONTRACTOR shall promptly provide Notice to AUTHORITY in writing of any
13 defects or malfunctions in the Software, regardless of the source of information. CONTRACTOR shall
14 promptly correct all defects or malfunctions in the Software or documentation discovered and shall
15 promptly provide AUTHORITY with corrected copies of same, without additional charge. If Software can
16 only be corrected in conjunction with additional or revised Hardware, CONTRACTOR shall provide such
17 Hardware to AUTHORITY, and the cost of such Hardware shall be borne by CONTRACTOR, and not be
18 reimbursable by AUTHORITY.

19 a. No Updates, Upgrades, or Enhancements shall adversely affect the
20 performance of the BOS, in whole or in part, or result in any failure to meet any Requirements of the
21 Scope of Work and Requirements.

22 b. The CONTRACTOR shall ensure continued satisfactory performance by
23 the current operating system of the Software in accordance with all provisions of this Article.

24 c. In the event that the Software does not satisfy the conditions of
25 performance set forth in the Scope of Work and Requirements, the CONTRACTOR is obligated to
26 promptly repair or replace such Software at the CONTRACTOR's sole cost and expense or, if expressly

1 agreed to in writing by AUTHORITY, provide different Software, and perform Work required to attain the
2 performance Requirements set forth in the Scope of Work and Requirements.

3 d. In the event of any defect in the media upon which any tangible portions
4 of the Software are provided, the CONTRACTOR shall provide AUTHORITY with a new copy of the
5 Software.

6 e. Without releasing the CONTRACTOR from its obligations for warranty
7 (during an applicable warranty period), support or Maintenance of the Software, AUTHORITY shall have
8 the right to use and maintain versions of the Software provided by the CONTRACTOR which are one or
9 more levels behind the most current version of such Software and to refuse to install any Updates or
10 Enhancements if, in AUTHORITY's discretion, installation of such Updates or Enhancements would
11 interfere with its Operations. CONTRACTOR shall not, however, be responsible or liable for the effect of
12 any error or defect in the version of the Software then in use by AUTHORITY that occurs after the
13 CONTRACTOR has both (i) offered, by written Notice to AUTHORITY, a suitable correction (by way of
14 Update, Upgrade, Enhancement, or otherwise) of such error or defect and (ii) provided AUTHORITY a
15 reasonable opportunity to implement such existing correction, provided that the CONTRACTOR
16 establishes that neither the implementation nor the use of such correction would limit, interfere with,
17 adversely affect, or materially alter the interoperability, functionality or quality of the BOS.

18 E. Third-Party Warranties

19 CONTRACTOR shall assign to AUTHORITY, and AUTHORITY shall have the benefit of, any and
20 all Subcontractors' and Suppliers' warranties and representations with respect to the BOS and Work
21 provided hereunder. The CONTRACTOR's agreements with Subcontractors, Suppliers and any other
22 third parties shall require that such parties (a) consent to the assignment of such warranties and
23 representations to AUTHORITY, (b) agree to the enforcement of such warranties and representations by
24 AUTHORITY in its own name, and (c) furnish to AUTHORITY, the warranties set forth herein. The
25 CONTRACTOR shall obtain Maintenance agreements for third-party Software. CONTRACTOR shall
26 secure such Maintenance agreements for the same duration and upon the same terms and conditions

1 as the Maintenance provisions between the CONTRACTOR and AUTHORITY. At AUTHORITY's
2 request, CONTRACTOR shall provide supporting documentation which confirms that these warranties
3 are enforceable in AUTHORITY's name.

4 F. Data Accuracy

5 CONTRACTOR acknowledges and understands that the data and/or information it collects,
6 processes and/or provides to AUTHORITY will be relied upon by AUTHORITY and other persons or
7 entities that are now or will in the future be under agreement with AUTHORITY in accordance with the
8 Scope of Work and Requirements. Should CONTRACTOR become aware that information derived and
9 provided by CONTRACTOR is inaccurate and may cause AUTHORITY to incur damages or additional
10 expenses, the CONTRACTOR shall immediately place any applicable insurance carrier on Notice of a
11 potential claim. This provision shall survive termination of this AGREEMENT, and the CONTRACTOR
12 agrees to waive any applicable limitation periods consistent with enforcement of this provision.

13 G. Neither Final Acceptance of the Implementation Phase of the BOS and Work or payment
14 therefor, nor any provision in this AGREEMENT, nor partial or entire use of the BOS and Work by
15 AUTHORITY shall constitute Approval of Work not performed in accordance with this AGREEMENT or
16 relieve the CONTRACTOR of liability for any express or implied warranties or responsibility for faulty
17 materials or workmanship.

18 H. The obligations set forth in this Article shall be in addition to any other warranty obligations
19 set forth in this AGREEMENT. All provisions of this Article, referring or relating to obligations to be
20 performed pursuant to an applicable warranty period that extends beyond the Term, shall survive the
21 expiration, cancellation or earlier termination of this AGREEMENT.

22 **ARTICLE 29. ADDITIONAL CONTRACTOR WARRANTIES**

23 A. CONTRACTOR warrants that it is fully experienced and properly qualified, licensed,
24 equipped, organized and financed to perform all the Work.

25 B. CONTRACTOR warrants that all Work will be provided in accordance with this
26 AGREEMENT.

1 C. CONTRACTOR warrants that (1) all Work performed and all Equipment, Software,
2 Hardware and other material provided under this AGREEMENT by CONTRACTOR or any of its
3 Subcontractors or Suppliers conforms to the requirements herein and is free of any defects; and (2)
4 Equipment, Software, and Hardware furnished by CONTRACTOR or any of its Subcontractors or
5 Suppliers at any tier, shall be of modern design, in good working condition, and fit for use of its intended
6 purpose. For any Equipment, Software, or Hardware purchased within twelve (12) months of the end of
7 the Term, such warranty shall continue for a period of one (1) year from the end of the Term or for the
8 manufacturer's standard warranty, whichever is longer.

9 **ARTICLE 30. DEFECTS/FAILURE**

10 A. Upon discovery of any defect or failure in the Software, Equipment or Hardware,
11 CONTRACTOR shall promptly provide AUTHORITY Notice thereof and repair or replace same at its sole
12 cost and expense. If expressly agreed to in writing by AUTHORITY, CONTRACTOR may provide
13 different Software, Equipment or Hardware. In the event of any defect in the media upon which any
14 tangible portions of the Software are provided, the CONTRACTOR shall provide AUTHORITY with a new
15 copy of the Software. In addition, CONTRACTOR shall remedy at its own expense any damage to
16 AUTHORITY owned or controlled real or personal property, when that damage arises out of such defects.

17 B. In the event AUTHORITY determines there is a defect or failure in the Software,
18 Equipment or Hardware or damage to AUTHORITY property, AUTHORITY shall notify CONTRACTOR
19 in writing within a reasonable time after the discovery of same. CONTRACTOR has seven (7) Calendar
20 Days from receipt of Notice from AUTHORITY to respond and indicate how CONTRACTOR will remedy
21 the failure, defect, or damage. If AUTHORITY is not satisfied with CONTRACTOR'S proposed remedy,
22 CONTRACTOR and AUTHORITY shall, within three (3) Business Days, meet and mutually agree when
23 and how CONTRACTOR shall remedy such violation. In the case of an emergency requiring immediate
24 corrective action, CONTRACTOR shall implement such action necessary to remedy the defect, failure or
25 damage as required by AUTHORITY.

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1 C. Should CONTRACTOR fail to remedy any failure, defect or damage within a reasonable
2 time to the reasonable satisfaction of AUTHORITY, AUTHORITY shall have the right with its own forces
3 or other contractors, to replace, repair or otherwise remedy such failure, defect or damage at
4 CONTRACTOR's expense. In addition, CONTRACTOR shall be liable for all damages arising out its
5 failure to promptly remedy the defect, failure or damage.

6 D. CONTRACTOR agrees to promptly remedy, at no cost to AUTHORITY, any defects
7 determined by AUTHORITY to be Pervasive, such that if AUTHORITY determines that any Equipment,
8 Hardware, component, sub-component or Software is experiencing continued or repetitive failure that
9 requires constant replacement or repair, CONTRACTOR agrees that a "Pervasive Defect" shall be
10 deemed to be present in such affected types of Equipment, Hardware, or Software. CONTRACTOR shall
11 perform an investigation of the issues and prepare a report that includes a reason for the failure and its
12 plan for resolution. This report and a resolution plan shall be produced by CONTRACTOR and submitted
13 to AUTHORITY within seven (7) Calendar Days of notification by AUTHORITY of the Pervasive Defect.
14 The report and plan shall include the investigation results, remediation steps performed to-date, and a
15 plan and schedule to complete the Pervasive Defect resolution. Such resolution shall be in a manner
16 satisfactory to AUTHORITY and that permanently addresses the problem and corrects the defect so that
17 such defect does not continue to occur. The status shall be updated and briefed in weekly meetings until
18 resolution is complete. Notwithstanding the foregoing, AUTHORITY does not waive any of their other
19 rights enumerated in paragraphs A through C of this Article.

20 E. The obligations set forth in this Article shall be in addition to any warranty obligations set
21 forth in this AGREEMENT. The provisions of this Article shall survive the expiration or earlier termination
22 of this AGREEMENT.

23 F. All Subcontractors, manufacturers, and Suppliers' warranties, expressed or implied,
24 respecting any Work, Equipment, Software or Hardware furnished hereunder, shall, at the direction of
25 AUTHORITY, be enforced by CONTRACTOR for the benefit of AUTHORITY.

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1 G. If directed by AUTHORITY, CONTRACTOR shall require any such warranties to be
2 executed in writing to AUTHORITY.

3 H. The obligations and remedies specified in this Article shall not limit AUTHORITY's rights
4 and remedies provided elsewhere in this AGREEMENT.

5 **ARTICLE 31. COORDINATION WITH OTHER CONTRACTORS**

6 A. During the course of this AGREEMENT, AUTHORITY may undertake or award other
7 agreements for additional work, including but not limited to separate agreements with different contractors
8 related to the Scope of Work and Requirements, including the Electronic Tolling and Traffic Management
9 (ETTM) System CONTRACTOR, the Design-Build Contractor for the 405 Improvement Project, and the
10 Roadway Service Contractor for the I-405. It is critical that close coordination with interfacing contractors
11 occurs throughout the Term. CONTRACTOR shall fully cooperate with AUTHORITY and the parties to
12 all other contracts and carefully integrate and schedule its own Work with said contractors.

13 B. CONTRACTOR shall be required to perform Work in the AUTHORITY's CSC Facility(ies).
14 CONTRACTOR shall be subject to and shall comply with the terms of any associated leases and shall
15 coordinate with the landlord in all aspects of its occupancy and operations at the Facility(ies).

16 C. Should problems in coordination with other contractor(s) occur, the
17 CONTRACTOR shall make AUTHORITY aware of these problems immediately and shall take
18 steps to address the problems and mitigate any delays or additional costs.

19 D. CONTRACTOR shall cooperate with such other contractors or forces performing
20 construction or work of any other nature within or adjacent to the Sites specified in order to avoid
21 any delay or hindrance to such other contractors or forces. AUTHORITY reserves the right to
22 perform other or additional work at or near the Site (including material sources) at any time, by
23 the use of other forces.

24 E. CONTRACTOR shall be responsible to other contractor(s) for all damage to work,
25 to persons or property caused by CONTRACTOR, its Subcontractor(s), or its Suppliers, and
26 losses caused by unnecessary delays or failure to finish the Work within the time specified for

1 completion. Any damage to Work, persons or property of CONTRACTOR by other contractors
2 shall be the responsibility of other contractor(s) and CONTRACTOR shall have no claim against
3 AUTHORITY or Caltrans.

4 F. CONTRACTOR's responsibility for design. Upon Approval of the design, including
5 Project infrastructure, construction, or installation design, CONTRACTOR shall assume
6 responsibility for the design to the extent that if the Work is installed as designed and the BOS or
7 CSC does not meet the Performance Measurements of this AGREEMENT, the CONTRACTOR
8 shall be responsible for the costs of redesign, civil rework, and additional Equipment costs and
9 any other costs associated with the sub-standard performance.

10 **ARTICLE 32. INSPECTION OF SITE**

11 CONTRACTOR acknowledges that it has investigated and satisfied itself as to the conditions
12 affecting the Work including, but not restricted to, building locations, Facilities, conditions, size, layout,
13 parking, transportation, disposal, availability of labor, roads, and other similar physical conditions at the
14 Sites, and the character of Equipment and Facilities needed preliminary to and during prosecution of the
15 Work. Any failure by CONTRACTOR to acquaint itself with the available information will not relieve it
16 from responsibility for the difficulty or cost of successfully performing the Work. AUTHORITY assumes
17 no responsibility for any conclusions or interpretations made by CONTRACTOR on the basis of the
18 information made available by AUTHORITY.

19 **ARTICLE 33. REQUIREMENTS FOR REGISTRATION OF DESIGNERS**

20 All design and engineering Work furnished by CONTRACTOR shall be performed by or under the
21 supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the
22 State of California, by personnel who are careful, skilled, experienced and competent in their respective
23 trades or professions, who are professionally qualified to perform the Work in accordance with the
24 CONTRACT documents and who shall assume professional responsibility for the accuracy and
25 completeness of the design documents and construction documents prepared or checked by them.

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1 **ARTICLE 34. SEISMIC SAFETY REQUIREMENTS**

2 CONTRACTOR agrees to ensure that all Work performed under this AGREEMENT including
3 work performed by a Subcontractor is in compliance with the standards required by the Seismic Safety
4 Regulations.

5 **ARTICLE 35. ASSIGNMENTS AND SUBCONTRACTS**

6 A. Nothing contained in this AGREEMENT or otherwise, shall create any contractual
7 relation between AUTHORITY and any Subcontractor(s), and no subcontract shall relieve
8 CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be
9 as fully responsible to AUTHORITY for the acts and omissions of its Subcontractor(s) and of
10 persons either directly or indirectly employed by any of them as it is for the acts and omissions of
11 persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its
12 Subcontractor(s) is an independent obligation from AUTHORITY's obligation to make payments
13 to the CONTRACTOR.

14 B. Neither this AGREEMENT nor any interest herein nor claim hereunder may be
15 assigned by CONTRACTOR either voluntarily or by operation of law, nor may all or any part of
16 this AGREEMENT be subcontracted by CONTRACTOR, without the prior written consent of
17 AUTHORITY. Consent by AUTHORITY shall not be deemed to relieve CONTRACTOR of its
18 obligations to comply fully with all terms and conditions of this AGREEMENT.

19 C. CONTRACTOR shall perform the Work contemplated with resources available
20 within its own organization; and no portion of the Work pertinent to this AGREEMENT shall be
21 subcontracted without written authorization by AUTHORITY's Contract Administrator, except that,
22 which is expressly identified in the Approved Price Proposal.

23 D. CONTRACTOR shall pay its Subcontractors within seven (7) Calendar Days from
24 receipt of each payment made to CONTRACTOR by AUTHORITY.

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1 E. All subcontracts in excess of \$25,000 entered into as a result of this AGREEMENT
 2 shall contain all of the provisions stipulated in this AGREEMENT to be applicable to
 3 Subcontractors.

4 F. Any substitution or addition of Subcontractor(s) must be Approved in writing by the
 5 AUTHORITY’s Contract Administrator, prior to the start of work by the Subcontractor(s).

6 G. AUTHORITY hereby consents to CONTRACTOR's subcontracting portions of the Scope
 7 of Work and Requirements to the parties identified below with their subcontract amounts described below.
 8 CONTRACTOR shall include in the subcontract agreement the stipulation that CONTRACTOR, not
 9 AUTHORITY, is solely responsible for payment to the Subcontractor for the amounts owing, and that the
 10 Subcontractor shall have no claim, and shall take no action, against AUTHORITY, its officers, directors,
 11 employees or sureties for nonpayment by CONTRACTOR.

Subcontractor Name/Addresses	Subcontractor Function

17 H. CONTRACTOR shall engage the Collection Agency(ies) and Merchant Services
 18 Providers identified above as Subcontractors. The subcontracts between CONTRACTOR and such
 19 Collection Agency(ies) and Merchant Service Provider(s) shall name the AUTHORITY as an intended
 20 third-party beneficiary or alternatively as a party to the subcontract, as determined by AUTHORITY, and
 21 shall incorporate requirements for Collection Agency(ies) and Merchant Services Provider(s) set forth in
 22 the Scope of Work and Requirements. Notwithstanding paragraph G of this Article, payment to the
 23 Collections Agency(ies) and Merchant Services Provider(s) shall be as set forth in the subcontracts for
 24 this Work.

25 I. AUTHORITY shall have the right to Approve all of the terms and conditions of the
 26 Collection Agency(ies) and the Merchant Service Provider(s) agreements prior to execution.

ARTICLE 36. TRANSITION AND SUCCESSION

A. CONTRACTOR acknowledges that the Work and Scope of Work and Requirements are vital to AUTHORITY and must be continued without interruption. Upon termination of the AGREEMENT, a successor(s) (AUTHORITY or a new contractor(s)) may be responsible for providing this Work. The CONTRACTOR agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor(s).

B. Upon expiration of the Term or termination of the AGREEMENT, whether for cause or convenience, CONTRACTOR shall have accomplished a complete transition of the Work being terminated from CONTRACTOR and any Subcontractors to the successor(s) without any interruption of or adverse impact on the Work or any other services provided by third parties (the "Disentanglement"). CONTRACTOR shall cooperate with AUTHORITY and any successor(s) and otherwise promptly take all steps required to assist AUTHORITY in effecting a complete Disentanglement. CONTRACTOR shall provide all information regarding the Work or as otherwise needed for Disentanglement, including data conversion, files, interface specifications, training staff assuming responsibility, and related professional services, to the successor(s), all included as a part of its Price Proposal. CONTRACTOR shall provide for the prompt and orderly conclusion of all Work, as AUTHORITY may direct, including completion or partial completion of projects, documentation of Work in process, and other measures to assure an orderly transition to the successor(s). All Work related to Disentanglement as may reasonably be requested by AUTHORITY shall be deemed a part of the base Work and shall be performed by CONTRACTOR at no additional cost to AUTHORITY. CONTRACTOR's obligation to provide the Work shall not cease until Disentanglement is satisfactory to AUTHORITY, including the performance by CONTRACTOR of all asset-transfers and other obligations of CONTRACTOR provided in this section, has been completed.

C. The Disentanglement process shall begin on any of the following dates: (i) the date prior to end of AGREEMENT, which AUTHORITY has provided in its Notice that CONTRACTOR should commence Disentanglement (ii) the date, prior to the end of any initial or extended term when

1 AUTHORITY provides Notice to CONTRACTOR that AUTHORITY elected not to extend pursuant to the
2 AGREEMENT, or (iii) the date at which any Termination Notice is delivered, if AUTHORITY elects to
3 terminate any or all of the Work pursuant to this AGREEMENT.

4 D. CONTRACTOR and AUTHORITY shall discuss in good faith a plan for executing
5 CONTRACTOR's Disentanglement obligations and for the transfer of Work in accordance with the Scope
6 of Work and Requirements, however, CONTRACTOR's obligation under this AGREEMENT to provide
7 all Work necessary for Disentanglement shall not be lessened in any respect. CONTRACTOR shall
8 develop with the new provider and/ or AUTHORITY staff, an End of Agreement Transition Plan as set
9 forth in the Scope of Work and Requirements describing the nature and extent of transition Work required.
10 An updated End of Agreement Transition Plan and dates for transferring responsibilities for each division
11 of Work shall be submitted within thirty (30) Calendar Days of Notice provided under Paragraph C of this
12 Article. Upon completion of AUTHORITY review, all parties will meet and resolve any additional
13 requirements/differences. CONTRACTOR shall be required to perform its Disentanglement obligations
14 on an expedited basis, as determined by AUTHORITY, if AUTHORITY terminates the AGREEMENT for
15 cause.

16 E. Specific Obligations

17 The Disentanglement shall include the performance of the following specific obligations:

18 1. Third-Party Authorizations:

19 Without limiting the obligations of CONTRACTOR pursuant to any other clause herein,
20 CONTRACTOR shall, subject to the terms of any third-party contracts and licenses provided by
21 CONTRACTOR, procure at no charge to AUTHORITY any third-party authorizations necessary to grant
22 AUTHORITY the use and benefit of any third-party contracts and licenses between CONTRACTOR and
23 third-party contractors used to provide the Work, pending their assignment to AUTHORITY.

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1 2. Transfer of Assets:

2 CONTRACTOR shall convey to AUTHORITY all AUTHORITY assets in
3 CONTRACTOR's possession and other CONTRACTOR Project assets as AUTHORITY may select, or
4 dispose of such assets in accordance with the Article 42, Disposition of BOS as a Service.

5 3. Transfer of Leases, Licenses, and Contracts:

6 CONTRACTOR, at its expense, shall convey or assign to AUTHORITY such leases,
7 licenses, and other contracts used by CONTRACTOR, AUTHORITY, or any other person in connection
8 with the Work, as AUTHORITY may select. CONTRACTOR's obligation described herein, shall include
9 CONTRACTOR's performance of all obligations under such leases, licenses, and other contracts to be
10 performed by it with respect to periods prior to the date of conveyance or assignment and CONTRACTOR
11 shall reimburse AUTHORITY for any losses resulting from any claim that CONTRACTOR did not perform
12 any such obligations. CONTRACTOR shall also obtain for AUTHORITY the right, upon Disentanglement,
13 to obtain maintenance (including all Enhancements and Upgrades) and support with respect to the assets
14 that are the subject of such leases and licenses at the price at which, and for so long as, such
15 maintenance and support is made commercially available to other customers of such third parties whose
16 consent is being procured hereunder. CONTRACTOR shall transfer Intellectual Property in accordance
17 with Articles 25, 26, and 27.

18 4. Delivery of Documentation:

19 CONTRACTOR shall deliver to AUTHORITY all documentation and data related to
20 AUTHORITY, including AUTHORITY data held by CONTRACTOR. CONTRACTOR shall retain all data
21 necessary to comply with the requirements for record retention and audit established in this
22 AGREEMENT.

23 5. Hiring of CONTRACTOR Employees:

24 CONTRACTOR shall cooperate with (and shall cause its Subcontractors to cooperate
25 with) AUTHORITY in offering employment, at the sole discretion of AUTHORITY, to any or all skilled or
26 specially trained CONTRACTOR employees (and to any or all employees of CONTRACTOR's

1 Subcontractors) that are substantially involved in the provision of Work whether such offers are made at
2 the time of, after, or in anticipation of expiration or termination of the AGREEMENT Term.

3 6. Maintenance of Assets:

4 CONTRACTOR shall maintain all Hardware, Software, Systems, networks, technologies,
5 and other assets utilized in providing Work to AUTHORITY (including leased and licensed assets) in good
6 condition and in such locations and configurations as to be readily identifiable and transferable to
7 AUTHORITY or its designees in accordance with the provisions of this AGREEMENT; additionally,
8 CONTRACTOR shall insure such assets in accordance with this AGREEMENT.

9 7. Continued Provision of Staffing:

10 CONTRACTOR shall provide sufficient experienced personnel in each division of Work
11 during the entire transition period to ensure that the Work is maintained at the level of proficiency required
12 by the AGREEMENT.

13 F. CONTRACTOR shall remain obligated to provide Work at AUTHORITY's request for up
14 to twelve (12) months after completion and Approval of the Disentanglement Work enumerated above,
15 and AUTHORITY shall pay for this Work at the rates set forth in the AGREEMENT for additional services.
16 This paragraph F expressly survives the Term.

17 **ARTICLE 37. CONFLICT OF INTEREST**

18 A. CONTRACTOR agrees to avoid organizational conflicts of interest. An organizational
19 conflict of interest means that due to other activities, relationships or contracts, CONTRACTOR is unable,
20 or potentially unable to render impartial assistance or advice to AUTHORITY; CONTRACTOR's
21 objectivity in performing the Work identified in the Scope of Work and Requirements is or might be
22 otherwise impaired; or CONTRACTOR has an unfair competitive advantage or is engaging in activities
23 that AUTHORITY considers adverse to the 405 Express Lanes. CONTRACTOR is obligated to fully
24 disclose to AUTHORITY in writing Conflict of Interest issues as soon as they are known to
25 CONTRACTOR. All disclosures must be submitted in writing to AUTHORITY pursuant to the Notice
26 provision herein. This disclosure requirement is for the entire Term of this AGREEMENT.

1 B. CONTRACTOR shall disclose any financial interests it may have in the 405 Express
2 Lanes and any other financial, business, or other relationship with AUTHORITY that may have an impact
3 upon this AGREEMENT, or any ensuing AUTHORITY planned or current project. CONTRACTOR shall
4 also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any
5 ensuing AUTHORITY planned or current project, which will follow.

6 C. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial
7 or business interest that would conflict with the performance of Work under this AGREEMENT.

8 **ARTICLE 38. PROHIBITION**

9 A. The firm, including all Subcontractors (at any tier), regardless of the level of service
10 provided by said Subcontractor(s), awarded the program management services contract for the Highway
11 Delivery Department, may not perform Work under this AGREEMENT.

12 B. The firm, including all Subcontractors (at any tier), regardless of the level of service
13 provided by said Subcontractor(s), awarded the program management consultant contract for the I-405
14 Improvement Project, may not perform Work under this AGREEMENT.

15 C. The evaluation of team composition with regards to conflicts of interest will be done on a
16 case-by-case basis.

17 **ARTICLE 39. CODE OF CONDUCT**

18 CONTRACTOR agrees to comply with AUTHORITY’s Code of Conduct as it relates to third-
19 party contracts, which is hereby referenced and by this reference is incorporated herein.
20 CONTRACTOR agrees to include these requirements in all of its subcontracts.

21 **ARTICLE 40. HEALTH AND SAFETY REQUIREMENTS**

22 CONTRACTOR shall comply with all the requirements set forth in Exhibit F, titled “Level 1
23 HEALTH, SAFETY and ENVIRONMENTAL SPECIFICATIONS.” As used therein, “CONTRACTOR”
24 shall mean “CONTRACTOR,” and “Subcontractor” shall mean “Sub-contractor.”

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ARTICLE 41. CONTRACTOR PURCHASED EQUIPMENT

A. Prior authorization, in writing, by AUTHORITY's Project Manager shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$2,500.00, three (3) competitive quotations must be submitted with the request, or the absence of bidding (sole source) must be adequately justified.

C. Any Equipment purchased as a result of this AGREEMENT is subject to the following: CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having useful life of at least one year and an acquisition cost of \$5,000.00 or more. Upon the expiration or termination of this AGREEMENT, AUTHORITY may elect to retain the Equipment, require CONTRACTOR to decommission and dispose of the Equipment at no cost to AUTHORITY, or require CONTRACTOR to sell such Equipment at the best price obtainable at a public or private sale, and credit AUTHORITY in an amount equal to the sale price. AUTHORITY may also elect to allow CONTRACTOR to keep the Equipment, in which case AUTHORITY and CONTRACTOR shall come to agreement on a mutually acceptable fair market value price. AUTHORITY may elect to require CONTRACTOR to hire an appraiser at CONTRACTOR's cost, in order to determine a basis for a fair market value price. If CONTRACTOR sells the Equipment, the terms and conditions of such sale must be Approved in advance by AUTHORITY. CFR, Title 49, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000.00 is credited to the project.

D. All Subcontracts entered into as a result of this AGREEMENT shall contain all of the provisions of this Article.

ARTICLE 42. DISPOSITION OF BOS AS A SERVICE

AUTHORITY shall have the right to assume all required licenses, leases, and service agreements to allow uninterrupted use, Operation and Maintenance of the Equipment and services under the same terms as those provided to CONTRACTOR for such services.

1 CONTRACTOR shall effect the transfer of title, or assignment of leases, service agreements and
2 licenses, as applicable, as a part of the Disentanglement Work and AGREEMENT closeout.

3 **ARTICLE 43. OWNERSHIP OF REPORTS AND DOCUMENTS**

4 A. The originals of all letters, documents, reports and other products and data produced
5 under this AGREEMENT shall be delivered to, and shall be the sole property of AUTHORITY.
6 Deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by
7 AUTHORITY. Except as otherwise provided herein, copies of the foregoing may be made for
8 CONTRACTOR's records but shall not be furnished to others without written authorization from
9 AUTHORITY.

10 B. All ideas, memoranda, specifications, plans, manufacturing, procedures, drawings,
11 descriptions, and all other written information submitted to CONTRACTOR in connection with the
12 performance of this AGREEMENT shall not, without prior written Approval of AUTHORITY, be used for
13 any purposes other than the performance under this AGREEMENT, nor be disclosed to an entity not
14 connected with such performance.

15 C. CONTRACTOR acknowledges and agrees that privacy of 405 Express Lanes customers
16 is of paramount importance to AUTHORITY and its customers. CONTRACTOR shall comply with
17 AUTHORITY's privacy policies, all applicable Governmental Rules, and Business Rules pertaining to
18 confidentiality, privacy, handling, retention, reporting and disclosure, and limiting or restricting collection,
19 use or dissemination of PII and shall not sell, transfer, disclose or otherwise use such information for any
20 purpose other than in performance of its duties under this AGREEMENT. CONTRACTOR shall indemnify
21 AUTHORITY with regard to any failure to comply with this Article 43 in accordance with Article 14,
22 Indemnification.

23 D. CONTRACTOR may only use AUTHORITY's Data to perform functions as defined by this
24 AGREEMENT, including the Scope of Work and Requirements. Access to AUTHORITY Data shall be
25 restricted only to CONTRACTOR's and its Subcontractor's personnel who need the AUTHORITY Data
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1 to perform their duties in the performance of this AGREEMENT, and shall not, at any time, be disclosed
2 or divulged except as expressly provided herein.

3 E. CONTRACTOR shall inform all of its officers, employees, agents, and Subcontractors
4 providing Work of the confidentiality provisions of this AGREEMENT. CONTRACTOR will require that
5 any CONTRACTOR personnel, Subcontractor(s) or other third party with whom CONTRACTOR will
6 disclose or disseminate AUTHORITY Data, in whole or in part, execute and adhere to an agreement
7 incorporating the provisions of this Section. Nothing in this Article shall allow CONTRACTOR to disclose
8 or disseminate AUTHORITY Data without prior written consent and CONTRACTOR shall deliver to
9 AUTHORITY all executed agreements with Subcontractors prior to any authorized disclosure and
10 dissemination.

11 F. Subject to Paragraph C in the case of PII, CONTRACTOR may use such information for
12 Violation processing and collection and shall release the PII to:

13 1. AUTHORITY, upon request, for the purposes of carrying out this AGREEMENT
14 or functions with respect to the 405 Express Lanes Project; and

15 2. California DMV, other state DMVs, or other third parties Approved in advance by
16 AUTHORITY to receive PII as necessary to assist in collection of debt or payments owing.

17 G. CONTRACTOR shall implement physical, electronic and managerial safeguards to
18 prevent unauthorized access to PII and to implement destruction of records containing PII in accordance
19 with the records retention provisions of this AGREEMENT.

20 H. CONTRACTOR shall not use AUTHORITY's names, logos, branding, photographs of the
21 Project, or any other publicity pertaining to the Project in any professional publication, magazine, trade
22 paper, newspaper, seminar or other medium without the express written consent of AUTHORITY.

23 I. No copies, sketches, computer graphics or graphs, including graphic artwork, are to be
24 released by CONTRACTOR to any other person or agency except after prior written Approval by
25 AUTHORITY, except as necessary for the performance of Work under this AGREEMENT. All press

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1 releases, including graphic display information to be published in newspapers, magazines, etc., are to be
2 handled only by AUTHORITY unless otherwise agreed to by CONTRACTOR and AUTHORITY.

3 J. Applicable patent rights provisions regarding rights to inventions shall be included in the
4 AGREEMENT as appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for
5 federal-aid contracts).

6 K. Any subcontract in excess of \$25,000 entered into as a result of this AGREEMENT, shall
7 contain all of the provisions of this Article.

8 **ARTICLE 44. AUDIT AND INSPECTION OF RECORDS**

9 A. For the purpose of determining compliance with the Public Contract Code 10115, et seq.
10 and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other
11 matters connected with the performance of the AGREEMENT pursuant to Government Code 8546.7;
12 CONTRACTOR, Subcontractors, and AUTHORITY shall maintain and make available for inspection all
13 books, documents, papers, accounting records, and other evidence pertaining to the performance of the
14 AGREEMENT, including but not limited to, the costs of administering the AGREEMENT. All parties shall
15 make such materials available at their respective offices at all reasonable times during the AGREEMENT
16 period and for four (4) years from the date of final payment under the AGREEMENT. The State of
17 California, State Auditor, AUTHORITY, FHWA, their duly authorized representative or other agents of
18 AUTHORITY or any duly representative of the Federal Government shall have access to any books,
19 records, payroll documents, facilities and documents of CONTRACTOR and its certified public
20 accountants (CPA) work papers that are pertinent to the AGREEMENT and indirect cost rate (ICR) for
21 audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

22 B. CONTRACTOR shall maintain such books, records, data and documents in accordance
23 with generally accepted accounting principles and the CFR, Title 48, Chapter 1, Part 31 of the Federal
24 Acquisition Regulation System (FAR) and shall clearly identify and make such items readily accessible
25 to such parties during CONTRACTOR's performance hereunder.

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1 A. AUTHORITY's right to audit books and records directly related to this AGREEMENT shall
2 also extend to all first-tier Subcontractors performing work identified in Article 35, Assignments and
3 Subcontracts, of this AGREEMENT, and such language must be included in CONTRACTOR's
4 agreements with its Subcontractors, resulting from this AGREEMENT.

5 **ARTICLE 45. AUDIT REVIEW PROCEDURES**

6 A. Any dispute concerning a question of fact arising under an interim or post audit of this
7 AGREEMENT that is not disposed of by agreement, shall be reviewed by AUTHORITY's Internal Audit.

8 B. Not later than thirty (30) Calendar Days after issuance of the final audit report,
9 CONTRACTOR may request a review by AUTHORITY's Internal Audit of unresolved audit issues. The
10 request for review shall be submitted in writing.

11 C. Neither the pendency of a dispute nor its consideration by AUTHORITY will excuse
12 CONTRACTOR from full and timely performance, in accordance with the terms of this AGREEMENT.

13 **ARTICLE 46. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

14 A. CONTRACTOR agrees that the Agreement Cost Principles and Procedures, CFR, Title
15 48, Chapter 1, Part 31 of the FAR, shall be used to determine the cost allowability of individual items.

16 B. CONTRACTOR also agrees to comply with federal procedures in accordance with CFR,
17 Title 49, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State
18 and Local Governments.

19 C. Any costs for which payment has been made to CONTRACTOR that are determined by
20 subsequent audit to be unallowable under 49 CFR, Part 18 and 48 CFR, Chapter 1, Part 31.000 et seq.,
21 are subject to repayment by CONTRACTOR to AUTHORITY.

22 **ARTICLE 47. CONTRACT WORK HOURS AND SAFETY STANDARDS**

23 A. If the maximum cumulative payment obligation of this AGREEMENT exceeds \$100,000,
24 CONTRACTOR agrees to comply with the Federal Contract Work Hours and Safety Standards (40
25 U.S.C. Section 3701 et seq. as supplemented by 29 CFR part 5). Under 40 U.S.C. Section 3702,

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1 CONTRACTOR shall compute the wages of every mechanic and laborer, including watchmen and
2 guards, on the basis of a standard work week of forty (40) hours.

3 1. Overtime requirements: CONTRACTOR, and any Subcontractor contracting for
4 any part of the Contract Work which may require or involve the employment of laborers or mechanics,
5 shall not require or permit any such laborer or mechanic in any workweek in which he or she is employed
6 on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic
7 receives compensation at a rate not less than one and one-half (1.5) times the basic rate of pay for all
8 hours worked in excess of forty (40) hours in such workweek.

9 2. Violation; liability for unpaid wages; liquidated damages: In the event of any
10 violation of paragraph (A) of this Article, CONTRACTOR and any Subcontractor responsible therefor shall
11 be liable for the unpaid wages. In addition, CONTRACTOR and Subcontractor shall be liable to the
12 United States for liquidated damages. Such liquidated damages shall be computed with respect to each
13 individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set
14 forth in paragraph (A) of this Article, in the sum of \$10 for each Calendar Day on which such individual
15 was required or permitted to work in excess of the standard workweek of forty (40) hours without payment
16 of the overtime wages required by paragraph (A) of this Article.

17 3. Withholding for unpaid wages and liquidated damages: FTA shall upon its own
18 action or upon written request of an authorized representative of the Department of Labor withhold or
19 cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or
20 Subcontractor under any such contract or any other Federal contract with CONTRACTOR, or any other
21 federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held
22 by CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of
23 CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in this Article.

24 4. Subcontracts: CONTRACTOR shall insert in any subcontracts the clauses set
25 forth in paragraphs (A) of this Article and also a clause requiring the Subcontractors to include these

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1 clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any
2 Subcontractor or lower tier Subcontractor with the clauses set forth in paragraph A of this Article.

3 B. CONTRACTOR agrees to comply with U.S. DOL Regulations, "Recording and Reporting
4 Occupational Injuries and Illnesses," 29 CFR part 1904; "Occupational Safety and Health Standards," 29
5 CFR part 1910; and "Safety and Health Regulations for Construction," 29 CFR part 1926.

6 **ARTICLE 48. GENERAL WAGE RATES AND DAVIS-BACON AND COPELAND ANTI-**
7 **KICKBACK ACTS**

8 A. State Prevailing Wage and Labor Code Requirements. Notice is hereby given that, in
9 accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2,
10 CONTRACTOR is required to pay not less than the general prevailing rate of per diem wages for work of
11 a similar character in the locality in which the public works is performed, and not less than the general
12 prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the
13 Department of Industrial Relations of the State of California (DIR) is required to and has determined such
14 general prevailing rates of per diem wages. CONTRACTOR agrees to comply with the provisions of
15 California Labor Code Sections 1771, 1774 and 1775 concerning the payment of prevailing rates of
16 wages to workers and the penalties for failure to pay prevailing wages. Copies of such prevailing rates
17 of per diem wages may be obtained online at (<http://www.dir.ca.gov/>), are on file at the AUTHORITY's
18 office, and will be available to any interested party upon request. In accordance with the Labor Code, no
19 workman employed upon Work under this AGREEMENT shall be paid less than the above referenced
20 prevailing wage rate. A copy of said rates shall be posted at each job site during the course of
21 construction.

22 1. This AGREEMENT is subject to compliance monitoring and enforcement by the
23 DIR. The DIR shall monitor and enforce compliance with applicable prevailing wage requirements for
24 this AGREEMENT. The reporting requirements may be found at [https://www.dir.ca.gov/Public-](https://www.dir.ca.gov/Public-Works/Contractors.html)
25 [Works/Contractors.html](https://www.dir.ca.gov/Public-Works/Contractors.html). CONTRACTOR is responsible for complying with all requirements of the DIR,
26 including filing electronic payroll reports.

1 2. Pursuant to Labor Code Section 1771.1, CONTRACTOR and any Subcontractor
2 shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of
3 the Public Contract Code, or engage in the performance of any contract for public work on a public works
4 project unless registered with the DIR and qualified to perform public work pursuant to Labor Code
5 Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit
6 a bid that is authorized by Business and Professions Code Section 7029.1 or by Public Contract Code
7 Section 10164 or 20103.5, provided CONTRACTOR is registered to perform public work pursuant to
8 Section 1725.5 at the time the Contract is awarded. CONTRACTOR shall not perform any work under
9 this AGREEMENT with any Subcontractor who is ineligible to perform work on the public works project
10 pursuant to Section 1777.1 or 1777.7 of the Labor Code.

11 3. Pursuant to Labor Code Section 1771.4, CONTRACTOR will post all job site
12 notices, as prescribed by regulation.

13 4. CONTRACTOR, and all Subcontractors, shall comply with the provisions of Labor
14 Code Sections 1777.5 and 1777.6 concerning the employment of apprentices. CONTRACTOR shall
15 have full responsibility for compliance with such Labor Code sections for all apprenticeable occupations,
16 regardless of any other contractual or employment relationships alleged to exist.

17 5. CONTRACTOR agrees to comply with the provisions of Labor Code Section
18 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with
19 said Section. CONTRACTOR is responsible for compliance with Section 1776 by all Subcontractors.

20 6. CONTRACTOR agrees to comply with all applicable Labor Code provisions
21 governing legal working hours and shall forfeit, as a penalty to AUTHORITY, twenty-five dollars (\$25.00)
22 for each laborer, workman or mechanic employed in the execution of the contract, by him or any sub-
23 contractor under him, upon any of the work hereinbefore mentioned, for each Calendar Day during which
24 the laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in any one
25 Calendar Day and forty (40) hours in any one calendar week in violation of the Labor Code.

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1 7. In accordance with the provisions of Labor Code Section 3700, CONTRACTOR
2 will be required to secure the payment of compensation to his or her employees.

3 B. Federal Prevailing Wage Rates and Anti-Kickback.

4 1. CONTRACTOR shall comply with the Davis-Bacon Act, 40 U.S.C. Sections 3141-
5 3144 and Sections 3146-3148, as supplemented by U.S. DOL regulations at 29 CFR part 5, "Labor
6 Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction."
7 Under 49 U.S.C. Section 5333(a), prevailing wage protections apply to laborers and mechanics employed
8 on FTA-assisted construction, alteration, or repair projects. In accordance with the statute,
9 CONTRACTOR shall pay wages to laborers and mechanics at a rate not less than the prevailing wages
10 specified in a wage determination made by the Secretary of Labor. CONTRACTOR agrees to pay wages
11 not less than once per week. CONTRACTOR shall comply with the Davis-Bacon Labor Provisions of 2
12 CFR Section 5.5, as set forth in Exhibit A, "General Provisions."

13 2. CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C.
14 Section 3145), as supplemented by U.S. DOL regulations at 29 CFR part 3, "Contractors and
15 Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from
16 the United States." CONTRACTOR is prohibited from inducing, by any means, any person employed in
17 the construction, completion, or repair of public work, to give up any part of the compensation to which
18 he or she is otherwise entitled.

19 **ARTICLE 49. PROHIBITION ON PROVIDING ADVOCACY SERVICES**

20 CONTRACTOR and all Subcontractors performing work under this AGREEMENT, shall be
21 prohibited from concurrently representing or lobbying for any other party competing for a contract with
22 AUTHORITY, either as a prime contractor or subcontractor. Failure to refrain from such representation
23 may result in termination of this AGREEMENT.

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1 **ARTICLE 50. FEDERAL, STATE AND LOCAL LAWS**

2 CONTRACTOR warrants that in the performance of this AGREEMENT, it shall comply with all
3 applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and
4 regulations promulgated thereunder.

5 **ARTICLE 51. EQUAL EMPLOYMENT OPPORTUNITY**

6 In connection with its performance under this AGREEMENT, CONTRACTOR shall not
7 discriminate against any employee or applicant for employment because of race, religion, color, sex, age
8 or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed,
9 and that employees are treated during their employment, without regard to their race, religion, color, sex,
10 age or national origin. Such actions shall include, but not be limited to, the following: employment,
11 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay
12 or other forms of compensation; and selection for training, including apprenticeship.

13 **ARTICLE 52. STATEMENT OF COMPLIANCE**

14 During the performance of this AGREEMENT, CONTRACTOR, for itself, its assignees and
15 successors in interest agree as follows:

16 A. CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under
17 penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt,
18 complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title
19 2, California Administrative Code, Section 8103.

20 B. Nondiscrimination: During the performance of this AGREEMENT, CONTRACTOR and its
21 Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or
22 applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical
23 disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40),
24 marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the
25 evaluation and treatment of their employees and applicants for employment are free from such
26 discrimination and harassment. CONTRACTOR and Subcontractors shall comply with the provisions of

1 the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations
2 promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable
3 regulations of the Fair Employment and Housing Commission implementing Government Code Section
4 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are
5 incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
6 CONTRACTOR and its Subcontractors shall give written notice of their obligations under this clause to
7 labor organizations with which they have a collective bargaining or other agreement.

8 C. Compliance with Regulations: CONTRACTOR shall comply with regulations relative to
9 Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49
10 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI
11 provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination
12 in which no person in the State of California shall, on the basis of race, color, national origin, religion, sex,
13 age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under
14 any program or activity by the recipients of federal assistance or their assignees and successors in
15 interest.

16 D. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:
17 CONTRACTOR, with regard to the Work performed by it during the AGREEMENT shall act in accordance
18 with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national
19 origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including
20 procurement of materials and leases of equipment. The CONTRACTOR shall not participate either
21 directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations,
22 including employment practices when the AGREEMENT covers a program whose goal is employment.

23 E. Information and Reports: CONTRACTOR shall provide all information and reports
24 required by the Regulations or directives issued pursuant thereto, and shall permit access to its books,
25 records, accounts, other sources of information, and its facilities as may be determined by AUTHORITY
26 to be pertinent to ascertain compliance with such regulations, orders and instructions. Where any

1 information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to
2 furnish this information, CONTRACTOR shall so certify to AUTHORITY as appropriate, and shall set forth
3 what efforts it has made to obtain the information.

4 F. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with
5 nondiscrimination provisions of this AGREEMENT, AUTHORITY shall impose sanctions as it may
6 determine to be appropriate, including, but not limited to:

7 1. Withholding of payments to CONTRACTOR under the AGREEMENT until
8 CONTRACTOR complies; and/or

9 2. Cancellation, termination, or suspension of the AGREEMENT, in whole or in part.

10 G. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections
11 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in all programs,
12 activities, and services of public entities, as well as imposes specific requirements on public and private
13 providers of transportation.

14 H. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs
15 (A) through (G) in every lower-tier subcontract, which exceeds \$100,000, including procurements of
16 materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant
17 thereto, and that all such sub recipients shall certify and disclose accordingly. CONTRACTOR shall take
18 such action with respect to any subcontract or procurement as AUTHORITY may direct as a means of
19 enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event
20 CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or Supplier as
21 a result of such direction, the CONTRACTOR may request AUTHORITY to enter into such litigation to
22 protect the interests of AUTHORITY, and, in addition, CONTRACTOR may request the United States to
23 enter into such litigation to protect the interests of the United States.

24 **ARTICLE 53. NOTICE OF LABOR DISPUTE**

25 Whenever CONTRACTOR has knowledge that any actual or potential labor dispute may delay
26 its performance under this AGREEMENT, CONTRACTOR shall immediately notify and submit all

1 relevant information to AUTHORITY. CONTRACTOR shall insert the substance of this entire clause in
2 any subcontract hereunder as to which a labor dispute may delay performance under this AGREEMENT.
3 However, any Subcontractor need give notice and information only to its next higher-tier Subcontractor.

4 **ARTICLE 54. CLEANING UP**

5 A. CONTRACTOR shall at all times keep the Facilities and Sites, including storage areas
6 used by it, clean and free from accumulations of waste material or rubbish. Upon completion of the Work,
7 CONTRACTOR shall leave the Facilities and Sites in a clean, neat and workmanlike condition satisfactory
8 to AUTHORITY.

9 B. After completion of all Work on the Project, and before making application for Final
10 Acceptance of the Work in the Implementation Phase and Project closeout in the O&M Phase, Project
11 closeout by AUTHORITY will be withheld until CONTRACTOR has satisfactorily complied with the
12 foregoing requirements for final cleanup of the Project.

13 C. Full compensation for conforming to the provisions in this Article, not otherwise provided
14 for, shall be considered as included in price of this AGREEMENT and no additional compensation will be
15 allowed therefore.

16 **ARTICLE 55. RACE-CONSCIOUS DBE CONTRACT PROVISIONS FOR DOT-ASSISTED**
17 **CONTRACTOR CONTRACTS**

18 A. AUTHORITY or CONSULTANT shall not discriminate on the basis of race, color, national
19 origin, or sex in the performance of this Contract. The CONSULTANT shall carry out applicable
20 requirements of 49 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure
21 by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may
22 result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate,
23 which may include, but is not limited to:

- 24 (1) Withholding monthly progress payments;
- 25 (2) Assessing sanctions;
- 26 (3) Liquidated damages; and/or

1 (4) Disqualifying the CONSULTANT from future proposing as non-responsible.

2 CONSULTANT agrees to include these requirements in all subcontracts at any tier.

3 B. In conformance with Title 49 CFR Part 26, "Participation by Disadvantaged Business
4 Enterprises in Department of Transportation Financial Assistance Programs," AUTHORITY has
5 established a three (3%) percent Disadvantaged Business Enterprise (DBE) participation goal for the
6 services required in this Agreement.

7 C. At the time of contract execution, the CONSULTANT committed to utilize one or more
8 Disadvantaged Business Enterprise (DBE) Firms in the performance of this DOT-assisted contract.
9 CONSULTANT agrees to enter into agreements with the DBE subconsultants listed on Attachment
10 "Consultant Contract DBE Commitment Caltrans Exhibit 10-O2", Form D-1, and ensure they perform
11 work and/or supply materials in accordance with original commitments. No changes to CONSULTANT's
12 DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

13 D. CONSULTANT must take appropriate actions to ensure that it will satisfy good faith efforts
14 to attain the DBE goal and/or the DBE commitment made at award (whichever is higher), when change
15 orders or other modifications alter the dollar amount of the Agreement or the distribution of work.
16 CONSULTANT must apply and report its DBE goal commitment against the total current Agreement
17 value, including any change orders and/or amendments.

18 E. If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must
19 complete and submit within the specified timelines, DBE documentation electronically through an
20 AUTHORITY-approved electronic reporting system.

21 F. CONSULTANT shall comply with all the requirements set forth in Attachment A titled,
22 "DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-
23 ASSISTED CONTRACTS", which is attached to and, by this reference, incorporated in and made a part
24 of this Agreement.

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1 **ARTICLE 56. PROHIBITED INTERESTS**

2 A. CONTRACTOR covenants that, for the Term of this AGREEMENT, no director, member,
3 officer or employee of AUTHORITY during his/her tenure in office or for one (1) year thereafter, shall have
4 any interest, direct or indirect, in this AGREEMENT or the proceeds thereof.

5 B. No member of or delegate to, the Congress of the United States shall have any interest,
6 direct or indirect, in this AGREEMENT or to the benefits thereof.

7 **ARTICLE 57. COVENANT AGAINST CONTINGENT FEES**

8 CONTRACTOR warrants that he/she has not employed or retained any company or person, other
9 than a bona fide employee working for the CONTRACTOR; to solicit or secure this AGREEMENT; and
10 that he/she has not paid or agreed to pay any company or person other than a bona fide employee, any
11 fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting
12 from the award, or formation of this AGREEMENT. For breach or violation of this warranty, AUTHORITY
13 shall have the right to annul this AGREEMENT without liability, or at its discretion; to deduct from the
14 AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission,
15 percentage, brokerage fee, gift, or contingent fee.

16 **ARTICLE 58. PROHIBITION OF EXPENDING LOCAL AGENCY, STATE OR FEDERAL**
17 **FUNDS FOR LOBBYING**

18 CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification
19 required by 49 CFR part 20, "New Restrictions on Lobbying". Each tier certifies to the above that it will
20 not or has not used Federal appropriated funds to pay any person or organization for influencing or
21 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee
22 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,
23 grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any
24 registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with
25 non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such
26 disclosures are forwarded from tier to tier up to the recipient.

1 **ARTICLE 59. PRIVACY ACT**

2 CONTRACTOR shall comply with, and assures the compliance of its employees with, the
3 information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. §552a.
4 Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government
5 before the CONTRACTOR or its employees operate a system of records on behalf of the Federal
6 Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil
7 and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to
8 comply with the terms of the Privacy Act may result in termination of the underlying AGREEMENT.

9 **ARTICLE 60. INCORPORATION OF FEDERAL TERMS**

10 All contractual provisions required by United States Department of Transportation (USDOT),
11 including the Federal Highway Administration (FHWA), whether or not expressly set forth in this
12 document, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all
13 federally mandated terms shall be deemed to control in the event of a conflict with other provisions
14 contained in this AGREEMENT. CONTRACTOR shall not perform any act, fail to perform any act, or
15 refuse to comply with any requests, which would cause AUTHORITY to be in violation of the USDOT or
16 FHWA terms and conditions.

17 **ARTICLE 61. FEDERAL CHANGES**

18 CONTRACTOR shall at all times comply with all applicable USDOT regulations, policies,
19 procedures and directives, including without limitation those listed directly or by reference in the
20 agreement between AUTHORITY and USDOT, as they may be amended or promulgated from time to
21 time during this AGREEMENT. CONTRACTOR's failure to comply shall constitute a material breach of
22 AGREEMENT.

23 **ARTICLE 62. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

24 AUTHORITY and CONTRACTOR acknowledge and agree that, notwithstanding any
25 concurrence by the Federal Government in or approval of the solicitation or award of the underlying
26 AGREEMENT, absent the express written consent by the Federal Government, the Federal Government

1 is not a party to this AGREEMENT and shall not be subject to any obligations or liabilities to AUTHORITY,
2 CONTRACTOR, or any other party (whether or not a party to this AGREEMENT) pertaining to any matter
3 resulting from the underlying AGREEMENT. CONTRACTOR agrees to include these requirements in all
4 of its Subcontracts.

5 **ARTICLE 63. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND**
6 **RELATED ACTS**

7 A. CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies
8 Act of 1986, as amended, 31 U.S.C. §§3801 et seq. and U.S. DOT regulations, "Program Fraud Civil
9 Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Accordingly, by signing this
10 AGREEMENT, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has
11 made, it makes, it may make, or causes to be made, pertaining to the underlying agreement of the FHWA
12 assisted project for which this AGREEMENT's work is being performed. CONTRACTOR also
13 acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement,
14 submission, or certification, the Federal Government reserves the right to impose penalties of the
15 Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government
16 deems appropriate.

17 B. CONTRACTOR also acknowledges that if it makes, or causes to be made, a false,
18 fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under an
19 agreement connected with a project that is financed in whole or part with Federal assistance awarded by
20 FHWA under the authority of 49 U.S.C. §5307 et seq., the Government reserves the right to impose the
21 penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n) (1) et seq. on the CONTRACTOR, to the extent
22 the Federal Government deems appropriate. CONTRACTOR agrees to include this requirement in all of
23 its subcontracts.

24 **ARTICLE 64. RECYCLED PRODUCTS**

25 A. CONTRACTOR shall comply with all the requirements of Section 6002 of the Resource
26 Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the

1 regulatory provisions of CFR, Title 40, Part 247, and Executive Order 12873, as they apply to the
2 procurement of the items designated in subpart B of CFR, Title 40, Part 247.

3 B. CONTRACTOR agrees to include this requirement in all of its Subcontracts entered into
4 as a result of this AGREEMENT.

5 **ARTICLE 65. ENERGY CONSERVATION REQUIREMENTS**

6 CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency,
7 which are contained in the state energy conservation plan issued in compliance with the Energy Policy
8 Conservation Act.

9 **ARTICLE 66. CLEAN AIR**

10 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant
11 to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. CONTRACTOR shall report each violation
12 to AUTHORITY, who will in turn, report each violation as required to assure notification to FTA and the
13 appropriate EPA Regional Office. CONTRACTOR agrees to include this requirement in all of its
14 Subcontracts.

15 **ARTICLE 67. CLEAN WATER REQUIREMENTS**

16 CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the
17 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR shall report
18 each violation to AUTHORITY and understands and agrees that the AUTHORITY who will in turn, report
19 each violation as required to assure notification to FTA and appropriate EPA Regional Office.
20 CONTRACTOR agrees to include this requirement in all of its subcontracts.

21 **ARTICLE 68. FLY AMERICA REQUIREMENT**

22 CONTRACTOR agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance
23 with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that
24 recipients and sub recipients of Federal funds and their contractors are required to use U.S. Flag air
25 carriers for the U.S. Government-financed international air travel and transportation of their personal
26 effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter

1 of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier was
2 used, an appropriate certification or memorandum adequately explaining why service by a U.S. carrier
3 was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a
4 certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the
5 requirements of this section in all subcontracts that may involve international air transportation.

6 **ARTICLE 69. BUY AMERICA**

7 A. If the maximum cumulative payment obligation of this AGREEMENT exceeds one
8 hundred fifty thousand dollars (\$150,000), CONTRACTOR shall comply with the "Buy America"
9 requirements of 49 U.S.C. Section 5323(j) and 49 CFR part 661, as amended, which provide that Federal
10 funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects
11 are produced in the United States, unless a waiver has been granted by FTA or the product is subject to
12 a general waiver.

13 B. CONTRACTOR shall furnish a Certificate of Compliance, conforming to the provisions of
14 this Article, for all steel and iron materials.

15 C. CONTRACTOR shall ensure all Subcontractors at every tier comply with these
16 requirements.

17 **ARTICLE 70. DEBARMENT AND SUSPENSION CERTIFICATION**

18 A. CONTRACTOR's signature affixed herein, shall constitute a certification under penalty of
19 perjury under the laws of the State of California, that CONTRACTOR has complied with CFR Title 2, Part
20 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)",
21 which certifies that he/she or any person associated therewith in the capacity of owner, partner, director,
22 officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination
23 of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or
24 determined ineligible by any federal agency within the past three (3) years; does not have a proposed
25 debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by

26 /

1 a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three
2 (3) years. Any exceptions to this certification must be disclosed in writing to the AUTHORITY.

3 A. Exceptions will not necessarily result in denial of recommendation for award, but will be
4 considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions
5 apply, initiating agency, and dates of action.

6 B. Exceptions to the Federal Government Excluded Parties List System maintained by the
7 General Services Administration are to be determined by the Federal Highway Administration.

8 **ARTICLE 71. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

9 In accordance with Public Contract Code Section 10296, CONTRACTOR hereby states under
10 penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court
11 has been issued against CONTRACTOR within the immediately preceding two-year period because
12 of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to
13 comply with an order of the National Labor Relations Board.

14 **ARTICLE 72. NO THIRD-PARTY BENEFICIARIES**

15 Unless otherwise expressly stated herein, it is not intended under this Agreement to create any
16 third-party beneficiaries under the Agreement or to authorize anyone not a Party to the Agreement to
17 maintain any legal action or other proceeding for any cause of action or claim based on the Agreement.

18 **ARTICLE 73. FORCE MAJEURE**

19 Either party shall be excused from performing its obligations under this AGREEMENT during the
20 time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control,
21 including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products,
22 plants or facilities by the federal, state or local government; national fuel shortage; or a material act or
23 omission by the other party; when satisfactory evidence of such cause is presented to the other party;
24 and provided further that such nonperformance is unforeseeable, beyond the control and is not due to
25 the fault or negligence of the party not performing.

26 /

1 This AGREEMENT shall be made effective upon execution by both parties.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this AGREEMENT No. C-0-2352 to be
3 executed on the date first above written.

4 **CONTRACTOR**

ORANGE COUNTY TRANSPORTATION AUTHORITY

5
6 By: _____

By: _____

7 Darrell Johnson
8 Chief Executive Officer

9 APPROVED AS TO FORM:

10
11 By: _____

12 James M. Donich
13 General Counsel

14 APPROVED:

15
16 By: _____

17 Kirk Avila
18 General Manager
19 Express Lanes Programs

20 Date: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT PROVISIONS FOR U.S. DOT-ASSISTED CONTRACTS

I. DBE Participation

It is the CONSULTANT'S responsibility to be fully informed regarding the requirements of 49 CFR, Part 26 and AUTHORITY's DBE program developed pursuant to these regulations.

If CONSULTANT has committed to utilize a DBE in the performance of this U.S. DOT-assisted contract, CONSULTANT'S submitted "DBE Participation Commitment Form," in combination with the executed subcontract and/or purchase order will be utilized to monitor CONSULTANT'S DBE commitment. Unless otherwise directed and/or approved by AUTHORITY prior, CONSULTANT must not effectuate any changes to its DBE participation commitment.

CONSULTANT must complete and submit all required DBE documentation to effectively capture DBE utilization on AUTHORITY's U.S. DOT-assisted contracts whether achieved race neutrally or race consciously. No changes to CONSULTANT'S DBE commitment shall be made until proper review and approval by AUTHORITY is rendered in writing.

To ensure full compliance with the requirements of 49 CFR, Part 26 and AUTHORITY's DBE Program, CONSULTANT must:

- A. Take appropriate actions to ensure that it will satisfy good faith efforts to meet the DBE agreement goal and continue to meet the DBE commitment made at award, when change orders or other modifications alter the dollar amount of the Agreement or the distribution of work. CONSULTANT must apply and report its DBE goal commitment against the total Agreement value, including any change orders and/or amendments.

II. DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation ("U.S. DOT"), AUTHORITY has adopted a Disadvantaged Business Enterprise ("DBE") Policy and Program in conformance with Title 49 CFR, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".

The project is subject to these stipulated regulations and AUTHORITY's DBE Program. To ensure that AUTHORITY achieves its overall DBE Program goals and objectives, AUTHORITY encourages the participation of DBEs as defined in 49 CFR, Part 26, in the performance of agreements financed in whole or in part with U.S. DOT funds. Pursuant to the intent of these Regulations, it is also the policy of AUTHORITY to:

Fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in AUTHORITY's U.S. DOT-assisted contracts and subcontracts. AUTHORITY is firmly committed to the DBE Program objectives, which are designed to:

- A. Ensure non-discrimination in the award and administration of AUTHORITY's U.S. DOT-assisted contracts;
- B. Create a level playing field by which DBE's can fairly compete for AUTHORITY's U.S. DOT-assisted contracts;
- C. Ensure that AUTHORITY's DBE Program and Overall Goals are narrowly tailored in accordance with applicable law;
- D. Ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBE's in the AUTHORITY's DBE Program;
- E. Help remove barriers which impede the participation of DBE's in AUTHORITY's U.S. DOT-assisted contracts;
- F. Promote the use of DBE's in all types of U.S. DOT-assisted contracts and procurement activities conducted by AUTHORITY;
- G. Provide training and other assistance through our resource partners to address capital, bonding, and insurance needs;
- H. Assist in the development of DBE firms that can compete successfully in the marketplace outside of the DBE Program; and
- I. Establish and provide opportunities for DBEs by providing flexibility in the implementation of AUTHORITY's DBE Program.

CONSULTANT must not discriminate on the basis of race, color, national origin, or sex in the award and performance of subconsultant. Any terms used in this section that are defined in 49 CFR, Part 26, or elsewhere in the Regulations, must have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and AUTHORITY's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations must prevail.

III. AUTHORITY's DBE Policy Implementation Directives

Pursuant to the provisions associated with Title 49 CFR, Part 26, the Disadvantaged Business Enterprise ("DBE") Program exists to ensure participation, equitable competition, and assistance to participants in the U.S. DOT DBE program. Accordingly, based on the AUTHORITY's analysis

of its past utilization data, coupled with Overall Goal Methodology findings and examination of similar Agencies' disparity studies, AUTHORITY's DBE Program is implemented utilizing both race-conscious and race-neutral means. When a contract-specific DBE goal is assigned to a project, meeting the contract-specific goal by committing to utilize DBEs, or documenting a bona fide good faith effort to do so, is a condition of award.

A. Definitions

The following definitions apply to the terms used in these provisions:

1. **"Disadvantaged Business Enterprise (DBE)"** means a small business concern:
 - (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

2. **"Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).

3. **"Socially and Economically Disadvantaged Individuals"** means any individual who is a citizens (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a) Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.

 - b) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa";
 - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race";

- iii. "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaskan Natives, or Native Hawaiians";
 - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong";
 - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;";
 - vi. Women; and
 - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- c) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
4. **"Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or, in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals"; and (b) whose management and daily business operations are controlled by one or more such individuals.
5. **"Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the CONSULTANT.
6. **"Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the Agreement are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
7. **"Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE and attempts to participate in a U.S. DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations, or under circumstances indicating a serious lack of business integrity or honesty. AUTHORITY may take enforcement action under 49 CFR, Part 31, Program Fraud and Civil

Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR, Part 31. AUTHORITY may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise, violates applicable Federal statutes.

8. **“Other Socially and Economically Disadvantaged Individuals”** means those individuals who are citizens of the United States (or lawfully admitted permanent residents), and who, on a case-by-case basis, are determined by Small Business Administration or AUTHORITY to meet the social and economic disadvantage criteria described below.

B. “Social Disadvantage”

1. The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.
2. The individual must demonstrate that he/she has personally suffered social disadvantage.
3. The individual's social disadvantage must be rooted in treatment which he/she has experienced in American society, not in other countries.
4. The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.
5. The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.
6. A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

C. “Economic Disadvantage”

1. The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.
2. The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

IV. Submission of DBE Information and Ongoing Reporting Requirements (Post-Award)

If there is a DBE goal and/or DBE commitment on the Agreement, CONSULTANT must complete and submit within the specified timelines, the following DBE documentation, electronically through e-mail or an AUTHORITY-approved electronic reporting system consistent with CONSULTANT'S DBE goal commitment:

- A. "Monthly DBE subconsultant Commitment and Attainment Report Summary and Payment Verification" (Form 103)

The purpose of this form is to ensure CONSULTANT DBE commitments are attained, properly reported, and credited in accordance with DBE crediting provisions based on the capacity the DBE performs the scope of work/service. This form further serves to collect DBE utilization data required under 49 CFR, Part 26.

The CONSULTANT is required to complete and submit this form to AUTHORITY by the 10th of each month until completion of the Agreement. CONSULTANT must submit first Form 103 following the first month of Agreement activity. Even if no DBE participation will be reported within a period, CONSULTANT must execute and return the form.

The Form 103 must include the following information:

1. General Agreement Information – Including Agreement Number and Title, CONSULTANT Name and the following:
 - a) Original Agreement Amount
 - b) Running Total of Change Order Amount
 - c) Current Agreement Amount
 - d) Amount Paid to CONSULTANT during Month
 - e) Amount Paid to CONSULTANT from Inception to Date
 - f) DBE Contract Goal
 - g) Total Dollar Amount of DBE Commitment

- h) DBE Commitment as Percentage of Current Agreement Amount
2. Listed and Proposed CONSULTANT/Subconsultant Information – For All DBE participation being claimed either race-neutrally or race-consciously, regardless of tier:
- a) DBE Firm Name, Address, Phone Number, DBE Capacity Type, Certification Type and Certification Number.
 - b) DBE Firm Contract Value Information:
Original Contract Amount, running total of change order amount, Current Contract Amount, Amount Paid to CONSULTANT or Subconsultant(s) During Month and Amount Paid to CONSULTANT or Subconsultant(s) to date.

CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT'S DBE attainment until the amount being claimed has been paid to the DBE.

3. CONSULTANT Assurance of Full Compliance with Prompt Payment Provisions

CONSULTANT must sign the prompt payment assurance statement of compliance contained within the Monthly Form 103, providing assurance that timely payments have been issued to all Subconsultants in accordance with regulatory mandates and as required by 49 CFR Part 26.29.

4. CONSULTANT Payment Verification Summary

CONSULTANT is to further maintain and submit a Verification of Payment Summary inclusive of a detailed running tally of related invoices submitted by DBE(s) and non-DBE(s), including dates of invoice submission, dates accepted and corresponding dates and amount of payment made. The Verification of Payment Summary must also include:

DBE(s) and non DBE(s) invoice number, invoice amount, invoice date, CONSULTANT'S invoice number that incorporated the corresponding DBE and non-DBE invoice(s) for billing purposes, date of invoice submission to AUTHORITY, date and amount AUTHORITY paid on CONSULTANT'S Invoice. The report must reflect a breakout of retention withheld (including retention as specified in subcontract agreement(s) and disputed invoice retention) and retention payments made, check number and date paid to DBEs and non-DBEs.

CONSULTANT to submit a Verification of Payment Summary with the Monthly Form 103 submission for each DBE firm in which CONSULTANT has reflected a value paid

within the reporting period. Verification of Payment Summary must be signed by the applicable DBE and submitted with Form 103 to authenticate reported payments.

B. "Monthly DBE Trucking Verification" Form

Prior to the 10th of each month, CONSULTANT must submit documentation on the "Monthly DBE Trucking Verification," Form to AUTHORITY showing the amount paid to DBE trucking companies. CONSULTANT must also obtain and submit documentation to AUTHORITY showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. If the DBE leases trucks from a non-DBE, CONSULTANT may count only the fee or commission the DBE receives as a result of the lease arrangement.

CONSULTANT must also obtain and submit documentation to AUTHORITY showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month.

C. DBE Subcontract Agreements

CONSULTANT must submit to AUTHORITY copies of executed subcontracts and/or purchase orders (PO) for all DBE firms participating on the contract within ten (10) working days of award. CONSULTANT must immediately notify AUTHORITY in writing, of any problems it may have in obtaining the subcontract agreements from listed DBE firms within the specified time.

D. Semi-Annual Subconsultant Paid Report Summary

AUTHORITY will require CONSULTANT (inclusive of DBE primes) to report payment data to lower-tiers on a semi-annual basis each year, using the "Semi-Annual Subconsultant Paid Report Summary." These reports will capture payments to CONSULTANT and payments to non-DBEs within the respective reporting period. Reported payments to lower-tiers must include a signed payment verification form.

CONSULTANT will adhere to the following submittal schedule:

- April 10th Report, reporting period: October 1st through March 31st
- October 10th Report, reporting period: April 1st through September 30th

E. Final Report-Utilization of Disadvantaged Business Enterprises (DBE)

Upon completion of the project, CONSULTANT must complete and submit a "Final Report-Utilization of Disadvantaged Business Enterprises (DBE), Subconsultants," certified correct by CONSULTANT or the CONSULTANT'S authorized representative, to

facilitate reporting and capturing DBE attainments at conclusion of the project. The form must be furnished to AUTHORITY within thirty (30) days from the date of the project. The amount of ten-thousand dollars (\$10,000) will be withheld from payment until a satisfactory form is submitted.

F. Disadvantaged Business Enterprises (DBE) Certification Status Change

If a DBE Subconsultant is decertified during the life of the project, the decertified Subconsultant must notify the CONSULTANT in writing with the date of decertification. If a Subconsultant becomes a certified DBE during the life of the project, the Subconsultant must notify CONSULTANT in writing with the date of certification (Attach DBE certification/decertification letter). CONSULTANT must furnish the written documentation to AUTHORITY within ten (10) days of receipt. Upon completion of the project, the "Disadvantaged Business Enterprises (DBE) Certification Status Change" must be signed and certified correct by the CONSULTANT indicating the DBEs' existing certification status. If there are no changes, indicate "No Changes." The signed and certified form must be furnished to AUTHORITY within thirty (30) days from the date of project acceptance.

Failure to submit any of the required submittals above and their support documentation within the specified timeline shall result in a penalty of ten dollars (\$10) per day, per submittal document.

AUTHORITY requires CONSULTANT to maintain records and documents of payments to lower-tiers, including DBEs, for a period of four (4) years from the date of final payment by AUTHORITY, unless otherwise provided by applicable record retention requirements for CONSULTANT'S agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of AUTHORITY. This reporting requirement extends to all lower-tiers, both DBE and non-DBE.

AUTHORITY reserves the right, at its sole discretion, to demonstrate responsiveness to requirements of CFR 49 Part 26.37 by implementing the following method(s):

- a) Posting CONSULTANT payment data to a website, database, or other place accessible to Subconsultants to assist them in determining when they should expect to receive payment.
- b) Requiring CONSULTANT to use an automated reporting system, inclusive of, but not limited to, real time entry of payments made and received by CONSULTANT and their lower-tiers.

V. DBE Eligibility and Commercially Useful Function Standards

A DBE must be certified at the time of bid/proposal submission:

1. A DBE must be a small business firm defined pursuant to 13 CFR Part 121 and be certified through the California Unified Certification Program (“CUCP”) at the time of bid submission. A listing of DBEs certified by the CUCP is available at the following source:

The CUCP web site, which can be accessed at <http://www.dot.ca.gov/hq/bep>.

2. A DBE may participate as a prime CONSULTANT, Subconsultant, joint venture partner, vendor of material or supplies, or as a trucking company.
3. A DBE joint venture partner must be responsible for specific contract items of work, or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own work forces. The DBE joint venture partner must share in the capital contribution, control, management, risks, and profits of the joint venture commensurate with its ownership interest.
4. The use of joint-checks for DBE firms must be approved by AUTHORITY prior to execution, and a joint-check agreement must accompany the request to AUTHORITY.
5. A DBE must perform a commercially useful function in accordance with 49 CFR Part 26.55 (i.e. must be responsible for the execution of a distinct element of the work, and must carry out its responsibility by actually performing, managing, and supervising the work). A DBE should perform at least thirty percent (30%) of the total cost of its contract with its own workforce to presume it is performing a commercially useful function.

VI. DBE Crediting Provisions

- A. When a DBE is proposed to participate in the Agreement, at any tier, only the value of the work proposed to be performed by the DBE with its own work force may be counted towards DBE participation. If CONSULTANT is a DBE joint venture participant, only the DBE proportionate interest in the joint venture must be counted.
 1. If a DBE intends to subcontract part of the work of its subcontract to a lower-tier Subconsultant, the value of the subcontracted work may be counted toward DBE participation only if the Subconsultant is a certified DBE and performs the work with their own forces. Services subcontracted to a non-DBE firm may not be credited toward the CONSULTANT’S DBE attainment.
 2. CONSULTANT is to calculate and credit participation by eligible DBE vendors of equipment, materials, and supplies toward DBE attainment as follows:
 - a) Sixty percent (60%) of expenditures for equipment, materials, and supplies

- required under the Agreement obtained from a regular dealer; or
- b) One hundred percent (100%) of expenditures for equipment, materials, and supplies required under the Agreement obtained from a DBE manufacturer.
3. The following types of fees or commissions paid to DBE Subconsultants, Brokers, and Packagers may be credited toward CONSULTANT'S DBE attainment, provided that the fee or commission is reasonable and not excessive, as compared with fees or commissions customarily allowed for similar work including:
- a) Fees and commissions charged for providing bona fide professional or technical services, or procurement of essential personnel, facilities, equipment, materials, or supplies required in the performance of the Agreement;
 - b) Fees charged for delivery of material and supplies (excluding the cost of materials or supplies themselves), when the licensed hauler, trucker, or delivery service is not also the manufacturer of, or a regular dealer in, the material and supplies;
 - c) Fees and commissions charged for providing any insurance specifically required in the performance of the Agreement.
4. CONSULTANT may count the participation of DBE trucking companies toward DBE attainment, as follows:
- a) The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract.
 - b) The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 - c) The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 - d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 - e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks equipped with drivers from a non-DBE is entitled to credit for the total value of transportation services provided by non-DBE leased trucks equipped with drivers not to exceed the value of transportation services on the contract provided by the DBE-owned trucks or leased trucks with DBE drivers. Additional participation by non-DBE owned trucks equipped with drivers receives credit only for the fee or commission it receives as a result of the lease arrangement.

- f) The DBE may lease trucks without drivers from a non-DBE truck leasing company and if the DBE uses its own employees as drivers, it is entitled to credit for the total value of these hauling services.

For purposes of this paragraph, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

5. If the CONSULTANT listed a non-certified, 1st tier Subconsultant to perform work on this Agreement, and the non-certified Subconsultant subcontracts a part of its work or purchases materials and/or supplies from a lower tier DBE certified Subconsultant or Vendor, the value of work performed by the lower tier DBE firm's own forces can be counted toward DBE participation on the Agreement. If a DBE CONSULTANT performs the installation of purchased materials and supplies, they are eligible for full credit of the cost of the materials.
6. CONSULTANT is advised not to report the participation of DBE(s) toward the CONSULTANT'S DBE attainment until the amount being claimed has been paid to the DBE.

VII. DBE Substitution, Termination and On-Going Good Faith Efforts

AUTHORITY requires that CONSULTANT not terminate a DBE without AUTHORITY's prior written consent. This includes, but is not limited to, instances in which CONSULTANT seeks to perform work originally designated for a DBE with its own work force or those of an affiliate, a non-DBE firm, or with another DBE firm.

AUTHORITY will provide such written consent only if it agrees, for reasons stated in the concurrence document, that CONSULTANT has good cause to terminate the DBE firm. For purposes of this section, good cause includes the following circumstances:

- A. The listed DBE subconsultant fails or refuses to execute a written contract;
- B. The listed DBE subconsultant fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE Subconsultant to perform its work on the subcontract results from the bad faith or discriminatory action of CONSULTANT;
- C. The listed DBE subconsultant fails or refuses to meet CONSULTANT'S reasonable, nondiscriminatory bond requirements;

- D. The listed DBE subconsultant becomes bankrupt, insolvent, or exhibits credit unworthiness;
- E. The listed DBE subconsultant is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 108, 215 and 1,200 or applicable state law;
- F. CONSULTANT has determined that the listed DBE subconsultant is not a responsible CONSULTANT;
- G. The listed DBE subconsultant voluntarily withdraws from the project and provides to you written notice of its withdrawal;
- H. The listed DBE is ineligible to receive DBE credit for the type of work required;
- I. A DBE owner dies or becomes disabled with the result that the listed DBE CONSULTANT is unable to complete its work on the contract;
- J. Other documented good cause that you determine compels the termination of the DBE. Provided, that good cause does not exist if CONSULTANT seeks to terminate a DBE it relied upon to obtain the Agreement so that CONSULTANT can self-perform the work for which the DBE CONSULTANT was engaged or so that CONSULTANT can substitute another DBE or non-DBE CONSULTANT after Agreement award.

Before transmitting to AUTHORITY its request to terminate and/or substitute a DBE subconsultant, CONSULTANT must give notice in writing to the DBE, with a copy to AUTHORITY, of its intent to request to terminate and/or substitute, and the reason for the request.

CONSULTANT must give the DBE five (5) days to respond to CONSULTANT'S notice and advise AUTHORITY and CONSULTANT of the reasons, if any, why it objects to the proposed termination of its subcontract or purchase order and why AUTHORITY should not approve CONSULTANT'S action. If required in a particular case as a matter of public necessity (e.g. safety), CONSULTANT may provide a response period shorter than five (5) days.

In the event of an approved DBE substitution, termination, or failure of a DBE to complete its work on the contract for any reason, the DBE must be substituted with another DBE or adequate good faith efforts must be documented by CONSULTANT within five (5) days, to the extent needed to meet the contract-specific DBE goal. Note: The five (5) day period may be extended for an additional five (5) days if necessary, at the request of the CONSULTANT.

The substitute DBE must be certified as a DBE at the time of request for substitution. CONSULTANT shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE, unless the DBE is terminated in accordance with this section and

is approved by AUTHORITY.

Should CONSULTANT elect to submit a good faith effort documentation in lieu of proposing additional DBE participation, AUTHORITY will review the documentation and provide a written determination to CONSULTANT stating whether or not good faith efforts have been adequately demonstrated.

The substitute DBE cannot work on the Agreement until its work eligibility has been confirmed and required subcontracts, supplies, trucking commitments, or other services have been approved by AUTHORITY.

VIII. Additional DBE SubCONSULTANTS

In the event CONSULTANT identifies additional DBE Subconsultants or suppliers not previously identified by CONSULTANT for DBE participation under the Agreement, CONSULTANT must notify AUTHORITY by submitting "Request for Additional DBE Firm," to enable AUTHORITY to verify the firm's eligibility, capacity, CUF and ensure there is not a scope conflict with another listed firm. Proposed firms cannot be applied towards CONSULTANT'S DBE participation until approved by AUTHORITY.

CONSULTANT must also submit, for each DBE identified after contract execution, a written confirmation from the DBE acknowledging that it is participating in the contract for a specific value, including the corresponding scope of work (a subcontract agreement can serve in lieu of the written confirmation).

IX. DBE "Frauds" and "Fronts"

Only legitimate DBEs are eligible to participate as DBEs in the AUTHORITY's U.S. DOT-assisted contracts. CONSULTANT is cautioned against knowingly and willfully using "fronts." The use of "fronts" and "pass through" subcontracts to non-disadvantaged firms constitute criminal violations. Further, any indication of fraud, waste, abuse, or mismanagement of Federal funds should be immediately reported to the Office of Inspector General, U.S. Department of Transportation at the toll-free hotline: (800) 424-9071; or to the following: 245 Murray Drive, Building 410, Washington, DC 20223; Telephone: (202) 406-570.

X. Dispute Resolution

All contracts in excess of five-hundred thousand dollars (\$500,000) shall contain provisions or conditions which will allow for dispute resolution remedies in instances where CONSULTANTS violate or breach DBE Program requirements, inclusive but not limited to, prompt payment and provide for such sanctions and penalties as may be appropriate.

CONSULTANT shall incorporate this Section into each subcontract related to work arising under this Agreement and shall not incorporate by reference.

CONSULTANT and subconsultant agree to notify AUTHORITY within five (5) business days of any prompt payment and/or DBE Program disputes which cannot be settled by discussions between the parties involved.

CONSULTANT and subconsultant further agree to proceed through informal meetings, mediation, or any combination thereof as further detailed below. Dispute submittals shall include the method(s) of dispute resolution selected, terms, timeframes, and a detailed summary of assistance being requested (as applicable).

I. **INFORMAL MEETINGS:**

AUTHORITY is available to assist CONSULTANT with coordination of informal meeting requests to assist in the resolution of disputes between CONSULTANT and subconsultant. AUTHORITY's DBELO or a designated DBE support representative will conduct the informal meetings with parties in dispute. Representatives from CONSULTANT and subconsultant for the purpose of dispute resolution, must include individuals authorized to bind each interested party. All parties must agree to the procedure.

II. **Mediation**

The parties to a contract may agree to endeavor to settle a dispute through informal mediation under independent third-party organizations. AUTHORITY's DBELO and her designated support staff is considered an independent third party. Submission to informal mediation is voluntary; it is not binding and offers advisory opinions.

Performance During Dispute: Unless otherwise directed by AUTHORITY, CONSULTANT and its sub tiers shall continue performance under the Agreement while matters in dispute are being resolved.

Flow Down Requirements: The dispute resolution provisions flow down to all tiers.

These provisions shall not apply to disputes between CONSULTANT and AUTHORITY. These provisions do not alter in any way or waive compliance with other provisions in the Agreement.

XI. Administrative Remedies and Enforcement

CONSULTANT must fully comply with the DBE contract requirements, including the Authority's DBE Program and Title 49 CFR, Part 26 "Participation of Disadvantaged Businesses in Department of Transportation Financial Assistance Programs," and ensure that all subconsultants, regardless of tier, are also fully compliant. Failure by CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement, or such other remedy as AUTHORITY deems appropriate, which

may include, but is not limited to:

Withholding monthly progress payments;

Assessing sanctions;

Liquidated damages; and/or

Disqualifying CONSULTANT from future bidding/proposing as non-responsible.

In instances of identified non-compliance, a Cure Notice will be issued to CONSULTANT identifying the DBE non-compliance matter(s) and specifying the required course of action for remedy.

CONSULTANT must be given ten (10) working days from the date of the Cure Notice to remedy or to: (1) File a written appeal accompanied with supporting documentation; and/or (2) Request a hearing with AUTHORITY to reconsider AUTHORITY's DBE determination.

Failure to respond within the ten (10) working day period will constitute a waiver of CONSULTANT'S right to appeal. If CONSULTANT files an appeal, AUTHORITY, must issue a written determination and/or set a hearing date within ten (10) working days of receipt of the written appeal, as applicable. A final Determination will be issued within ten (10) working days after the hearing, as applicable.

If after review of CONSULTANT'S appeal, AUTHORITY decides to uphold the decision to impose DBE administrative remedies on CONSULTANT, the written determination must state the specific remedy(ies) to be imposed.

Failure to comply with the Cure Notice and/or to remedy the identified DBE non-compliance matter(s) is a material breach of the Agreement and is subject to administrative remedies including withholding at a minimum of two percent (2%) of the invoice amount due per month for every month that the identified non-compliance matter(s) is not remedied. Upon satisfactory compliance, AUTHORITY will release all withholdings.

In addition to administrative remedies defined in this section, AUTHORITY is not precluded from invoking other contractual and/or legal remedies available under federal, state or local laws.

EXHIBIT F: MILESTONE PAYMENT SCHEDULE

Milestone Payment Schedule

A. Payments for System Costs (Excluding Hardware, Equipment and Off-the-Shelf Software)				
Payment Number	Payment Milestone	% Paid	Cum % Paid	\$
A-1	Notice to Proceed (Mobilization)	5.00%	5.00%	\$
A-2	Baseline Project Management Plan, Baseline Implementation Schedule, Software Development Plan and Quality Assurance Plan Approved	4.00%	9.00%	\$
A-3	I-405 CSC and WIC Facility Design Inputs	2.00%	11.00%	\$
A-4	Requirements Traceability Matrix Approved	3.00%	14.00%	\$
A-5	Business Rules Approved	3.00%	17.00%	\$
A-6	System Detailed Design Document Approved	8.00%	25.00%	\$
A-7	Approval of all Remaining BOS Design, Installation, End of Agreement Transition, Training, Disaster Recovery, Business Continuity, Maintenance Plans	5.00%	30.00%	\$
A-8	CSC Operations and Facility Mobilization Plan, Staffing and Human Resources Plan, Reporting and Reconciliation Plan and SOPs Approved	4.00%	34.00%	\$
A-9	Master Test Plan Approved	4.00%	38.00%	\$
A-10	All Manuals and Third-Party Documentation	2.00%	40.00%	
A-11	Software Walkthrough and Update of RTM Approved	4.00%	44.00%	\$
A-12	Unit Testing Approved	4.00%	48.00%	\$
A-13	System Integration Testing Approved	4.00%	52.00%	\$
A-14	User Acceptance Testing Approved	5.00%	57.00%	\$
A-15	Approval of all Training Plans Materials and Manuals	3.00%	60.00%	\$
A-16	Training Completed	3.00%	63.00%	\$
A-17	Achieve Commencement or Ramp-up/Customer Services	3.00%	66.00%	\$
A-18	Onsite Installation and Commissioning Testing (includes updated SDDD, traceability matrix and business rules documents), and Go-Live Testing Approved	5.00%	71.00%	\$
A-19	Acceptance of Operational Readiness Demonstration	4.00%	75.00%	\$
A-20	Go-Live	10.00%	85.00%	\$
A-21	Operational and Acceptance Testing Approved	10.00%	95.00%	\$
A-22	BOS Acceptance	5.00%	100.00%	\$

B. Payments for Hardware, Equipment and Off-the-Shelf Software				
Payment Number	Payment Milestone	% Paid	Cum.% Paid	\$
B-1	Ordering Approved by Authority and Verified	10.00%	10.00%	\$
B-2	Verified Received	45.00%	55.00%	\$
B-3	Verified Installed in Final Configuration and Location	45.00%	100.00%	\$

**EXHIBIT G: LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL
SPECIFICATIONS**

LEVEL 1 HEALTH, SAFETY AND ENVIRONMENTAL SPECIFICATIONS

PART I – GENERAL

1.1 GENERAL HEALTH, SAFETY & ENVIRONMENTAL REQUIREMENTS

- A. The Contractor, its subcontractors, suppliers, and employees have the obligation to comply with all Authority health, safety and environmental compliance department (HSEC) requirements of this safety specification, project site requirements, bus yard safety rules, as well as all federal, state, and local regulations pertaining to scope of work, contracts or agreements with the Authority. Additionally, manufacturer requirements are considered incorporated by reference as applicable to this scope of work.
- B. Observance of repeated unsafe acts or conditions, serious violation of safety standards, non-conformance of Authority health, safety and environmental compliance department (HSEC) requirements, or disregard for the intent of these safety specifications to protect people and property, by Contractor or its subcontractors may be cause for termination of scope or agreements with the Authority, at the sole discretion of the Authority.
- C. The health, safety, and environmental requirements, and references contained within this scope of work shall not be considered all-inclusive as to the hazards that might be encountered. Safe work practices shall be planned and performed, and safe conditions shall be maintained during the course of this work scope.
- D. The Authority Project Manager shall be responsible to ensure a safety orientation is conducted of known potential hazards and emergency procedures for all Contractor personnel, subcontractors, suppliers, vendors, and new employees assigned to the project prior to commencement of the project.
- E. The Contractor shall ensure that all Contractor vehicles, including those of its subcontractors, suppliers, vendors and employees are parked in designated parking areas, and comply with traffic routes, and posted traffic signs in areas other than the employee parking lots.
- F. California Code of Regulations (CCR) Title 8 Standards are minimum requirements; each Contractor is encouraged to exceed minimum requirements. When the Contractor's safety requirements exceed statutory standards, the more stringent requirements shall be achieved for the safeguard of public and workers.

G. INJURY AND ILLNESS PREVENTION PLAN

The Contractor shall submit to the Authority, a copy of their company Injury and Illness Prevention Plan (IIPP) in accordance with California Code of Regulations (CCR) Title 8, Section 3203. The intent and elements of the IIPP shall be implemented and enforced by the Contractor and its sub-tier contractors, suppliers, and vendors.

H. Contractor shall provide a copy of the Policy or Program of Company's Substance Abuse Prevention Policy that complies with the most recent Drug Free Workplace Act.

1.2 HEAT ILLNESS PREVENTION PROGRAM

A. Contractor shall provide a copy of their company Heat Illness Prevention Program in accordance with CCR Title 8, Section 3395, Heat Illness Prevention.

1.3 HAZARD COMMUNICATION

A. Contractor shall comply with CCR Title 8, Section 5194 Hazard Communication Standard. Prior to use on Authority property and/or project work areas Contractor shall provide the Authority Project Manager copies of MSDS for all applicable products used, if any.

B. All chemicals including paint, solvents, detergents and similar substances shall comply with South Coast Air Quality Management District (SCAQMD) rules 103, 1113, and 1171.

C. The Contractor shall protect property and water resources from fuels and similar products throughout the duration of the contract. Contractor shall comply with Storm Water Pollution Prevention Plan (SWPPP) requirements.

1.4 INCIDENT NOTIFICATION AND INVESTIGATION

A. The Authority shall be promptly notified of any of the following types of incidents:

1. Damage to Authority property (or incidents involving third party property damage);
2. Reportable and/or Recordable injuries (as defined by the U. S. Occupational Safety and Health Administration);
3. Incidents impacting the environment, i.e. spills or releases on Authority property.

B. Notifications shall be made to Authority representatives, employees and/or agents. This includes incidents occurring to contractors, vendors, visitors, or members of the general public that arise from the performance of Authority contract work. An immediate verbal notice followed by a written incident investigation report shall be submitted to Authority's Project Manager within 24 hours of the incident.

C. A final written incident investigative report shall be submitted within seven (7) calendar days, and include the following information. The current status of anyone injured, photos of the incident area, detailed description of what happened, the contributing factors that lead to the incident occurrence, a copy

of the company policy or procedure associated with the incident and evaluation of effectiveness, copy of the task planning documentation, and the corrective action initiated to prevent recurrence. This information shall be considered the minimum elements required for a comprehensive incident report acceptable to OCTA.

1.5 PERSONAL PROTECTIVE EQUIPMENT

- A. The Contractor, its subcontractors, suppliers, and employees are required to comply with applicable personal protective equipment (PPE) requirements while performing work at any Authority project or property. Generally minimum PPE requirements include eye protection; hearing protection, head protection, class 2 safety reflective vests, and appropriate footwear.
- B. The Contractor, its subcontractors, suppliers, and employees are required to provide their own PPE, including eye, head, foot, and hand protection, safety vests, or other PPE required to perform their work safely on Authority projects or property. The Authority requires eye protection on construction projects and work areas that meet ANSI Z-87.1 Standards.

1.6 REFERENCES

- A. CCR Title 8 Standards (Cal/OSHA)
- B. FCR Including 14050 and 1926 Standards
- C. NFPA, NEC, ANSI, NIOSH Standards
- D. OCTA Yard Safety Rules

END OF SECTION

FORM A: OFFEROR'S QUESTIONS FORM

Offeror Name:

Offeror's Questions Form

Question No.	Page	Section	Section Description	Offeror's Question	Authority Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					

FORM B: CAMPAIGN CONTRIBUTION DISCLOSURE FORM

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Information Sheet

ORANGE COUNTY TRANSPORTATION AUTHORITY

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use pending before the Board of Directors of the OCTA or any of its affiliated agencies. (Please see next page for definitions of these terms.)

IMPORTANT NOTICE

Basic Provisions of Government Code Section 84308

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any board member or his or her alternate. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends three months after a final decision is rendered by the Board of Directors. In addition, no board member or alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any board member or his or her alternate during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual board member or his/or her alternate during the 12 months preceding the decision on the application or proceeding, that board member or alternate must disqualify himself or herself from the decision. However, disqualification is not required if the board member or alternate returns the campaign contribution within 30 days from the time the director knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your proposal, or with the first written document you file or submit after the proceeding commences.

1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."
3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different directors or their alternates are not aggregated.
4. A list of the members and alternates of the Board of Directors is attached.

This notice summarizes the major requirements of Government Code Section 84308 of the Political Reform Act and California Code of Regulations, Title 2 Sections 18438-18438.8.

ORANGE COUNTY TRANSPORTATION AUTHORITY
CAMPAIGN CONTRIBUTION DISCLOSURE FORM

RFP Number: _____ RFP Title: _____

Was a campaign contribution made to any OCTA Board Member within the preceding 12 months, regardless of dollar amount of the contribution by either the proposing firm, proposed Subcontractors and/or agent/lobbyist? Yes _____ No _____

If no, please sign and date below.

If yes, please provide the following information:

Prime Contractor Firm Name: _____

Contributor or Contributor Firm's Name: _____

Contributor or Contributor Firm's Address: _____

Is Contributor:

- The Prime Contractor Yes ___ No ___
- Subcontractor Yes ___ No ___
- Agent/Lobbyist hired by Prime to represent the Prime in this RFP Yes ___ No ___

Note: Under the State of California Government Code section 84308 and California Code of Regulations, Title 2, Section 18438, campaign contributions made by the Prime Contractor and the Prime Contractor's agent/lobbyist who is representing the Prime Contractor in this RFP must be aggregated together to determine the total campaign contribution made by the Prime Contractor.

Identify the Board Member(s) to whom you, your Subcontractors, and/or agent/lobbyist made campaign contributions, the name of the contributor, the dates of contribution(s) in the preceding 12 months and dollar amount of the contribution. Each date must include the exact month, day, and year of the contribution.

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Name of Board Member: _____

Name of Contributor: _____

Date(s) of Contribution(s): _____

Amount(s): _____

Date: _____

Signature of Contributor

Print Firm Name

Print Name of Contributor

**ORANGE COUNTY TRANSPORTATION AUTHORITY
AND AFFILIATED AGENCIES**

Board of Directors

Steve Jones, Chairman
Andrew Do, Vice Chairman
Lisa A. Bartlett, Director
Doug Chaffee, Director
Laurie Davies, Director
Barbara Delgleize, Director
Michael Hennessey, Director
Gene Hernandez, Director
Joseph Muller, Director
Mark A. Murphy, Director
Richard Murphy, Director
Miguel Pulido, Director
Tim Shaw, Director
Harry S. Sidhu, Director
Michelle Steel, Director
Donald P. Wagner, Director
Greg Winterbottom, Director

FORM C: STATUS OF PAST AND PRESENT CONTRACTS

STATUS OF PAST AND PRESENT CONTRACTS

On the form provided below, Offeror shall list the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract.

A separate form must be completed for each contract. Offeror shall provide an accurate contact name and telephone number for each contract and indicate the term of the contract and the original contract value. Offeror shall also provide a brief summary and the current status of the litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations. If the contract was terminated, list the reason for termination.

Offeror shall have an ongoing obligation to update the Authority with any changes to the identified contracts and any new litigation, claims, settlement agreements, arbitrations, administrative proceedings, or investigations that arise subsequent to the submission of Offeror's proposal. Each form must be signed by an officer of the Offeror confirming that the information provided is true and accurate.

Project city/agency/other:	
Contact Name:	Phone:
Project Award Date:	Original Contract Value:
Term of Contract:	
(1) Litigation, claims, settlements, arbitrations, or investigations associated with contract:	
(2) Summary and Status of contract:	
(3) Summary and Status of action identified in (1):	
(4) Reason for termination, if applicable:	

By signing this Form entitled "Status of Past and Present Contracts," I am affirming that all of the information provided is true and accurate.

Name

Date

Title

FORM D: DISADVANTAGED BUSINESS ENTERPRISE PROGRAM
REQUIREMENTS AND FORMS

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM
REQUIREMENTS**

1.0 DBE Goal

To assist Offerors in ascertaining DBE availability based on the specific items of work associated with this procurement, the Authority has determined that DBEs are ready, willing and able to compete for subcontracting opportunities on this project. The DBE Goal for this contract is **3%**.

2.0 DBE Policy and Applicability

In accordance with federal financial assistance agreements with the U.S. Department of Transportation (“U.S. DOT”), the Orange County Transportation Authority (“Authority”) has adopted a Disadvantaged Business Enterprise (“DBE”) Policy and Program, in conformance with Title 49 CFR Part 26, “Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.” The contract is subject to the following stipulated regulations. Pursuant to the intent of these Regulations, it is the policy of the Authority to fulfill the spirit and intent of the DBE Program regulations published under U.S. DOT Title 49 CFR, Part 26, by ensuring that DBEs have an equitable opportunity to compete for and participate in Authority’s U.S. DOT-assisted contracts and subcontracts. The Authority is firmly committed to its DBE Program objectives, which are designed to:

- 2.1** Ensure non-discrimination in the award and administration of Authority’s U.S. DOT-assisted contracts.
- 2.2** Create a level playing field on which DBEs can compete fairly for the Authority’s U.S. DOT-assisted contracts.
- 2.3** Ensure that the DBE Program and Overall Goal are narrowly tailored in accordance with applicable law.
- 2.4** Ensure that only firms that meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs in the Authority’s DBE program.
- 2.5** Help remove barriers which impede the participation of DBEs in the Authority’s U.S. DOT-assisted contracts.
- 2.6** Promote the use of DBEs in all types of U.S. DOT-assisted agreements and procurement activities conducted by the Authority.
- 2.7** Provide training and other assistance through our resource partners to address capital, bonding and insurance needs.

- 2.8 Assist in the development of DBE firms that can compete successfully in the marketplace outside the DBE Program; and
- 2.9 Establish and provide opportunities for DBEs by providing flexibility in the implementation of the Authority's DBE Program.

Offerors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of subcontracts.

Any terms used in this section that are defined in 49 CFR Part 26, or elsewhere in the Regulations, shall have the meaning set forth in the Regulations. In the event of any conflicts or inconsistencies between the Regulations and the Authority's DBE Program with respect to U.S. DOT-assisted contracts, the Regulations shall prevail.

Race-Neutral/Race-Conscious DBE Program Measures

The Authority will utilize both race-neutral and race-conscious means to meet its overall DBE Program goal.

Race-neutral measures include, but are not limited to, conducting outreach, training, providing other resource assistance and assessing proposal delivery schedules to ensure that DBEs interested in proposing for U.S. DOT-assisted solicitations are provided Additional Authority Race-Neutral measures include ensuring that DBEs and other small business are afforded ample opportunity to participate in the Authority's U.S. DOT-assisted solicitations by unbundling large contracts to make them more accessible to small businesses and requiring or encouraging prime consultants to subcontract portions of work that they might, otherwise, perform with their own work forces. Race-neutral participation also includes any time a DBE obtains a Prime Contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE goal.

In conjunction with the race-neutral measures listed above, the Authority will implement race-conscious measures through the use of contract goals and good faith efforts. When a contract-specific goal is assigned to a project, Offerors must demonstrate responsiveness by committing to meet the DBE goal or documenting a bona fide good faith effort to do so, as a condition of award. Contract-specific goals are specifically targeted at DBEs certified through the California Unified Certification Program ("CUCP").

3.0 Definitions

The following definitions apply to the terms as used in these provisions:

- 3.1 "Disadvantaged Business Enterprise (DBE)"** means a for-profit small business concern: (a) which is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 3.2 "Small Business Concern"** means a small business as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (SBA) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in §26.65(b).
- 3.3 "Socially and Economically Disadvantaged Individuals"** means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of a group and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
- 3.3.1 Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group if you require it.
- 3.3.2 Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- 3.3.2.1 "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
- 3.3.2.2 "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- 3.3.2.3 "Native Americans," which includes persons who are enrolled members of a federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians;

- 3.3.2.4 "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kirbati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - 3.3.2.5 "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - 3.3.2.6 Women; and
 - 3.3.2.7 Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
- 3.3.3 Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
- 3.4 "Owned and Controlled"** means a business: (a) which is at least 51 percent owned by one or more "Socially and Economically Disadvantaged Individuals" or in the case of a publicly-owned business, at least 51 percent of the stock of which is owned by one or more "Socially and Economically Disadvantaged Individuals;" and (b) whose management and daily business operations are controlled by one or more such individuals.
- 3.5 "Manufacturer"** means a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the contractor.
- 3.6 "Regular Dealer"** means a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. The firm must engage in, as its principal business, and in its own name, the purchase and sale of the product in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products need not keep such products in stock if it owns or operates distribution equipment.
- 3.7 "Fraud"** includes a firm that does not meet the eligibility criteria of being a certified DBE, and that attempts to participate in a U.S. DOT-assisted

program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty. The Authority may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31. The Authority may refer cases of identified fraud to the Department of Justice, for prosecution under 18 U.S.C. 1001, or any other applicable provisions of law. Any person who makes a false or fraudulent statement in connection with participation of a DBE in any U.S. DOT-assisted program or otherwise violates applicable Federal statutes.

3.8 ***"Other Socially and Economically Disadvantaged Individuals"*** means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who, on a case-by-case basis, are determined by Small Business Administration or the Authority to meet the social and economic disadvantage criteria described below.

3.8.1 Social Disadvantage

3.8.1.1 The individual's social disadvantage must stem from his/her color, national origin, gender, physical handicap, long-term residence in an environment isolated from the mainstream of American society, or other similar cause beyond the individual's control.

3.8.1.2 The individual must demonstrate that he/she has personally suffered social disadvantage.

3.8.1.3 The individual's social disadvantage must be rooted in treatment, which he/she has experienced in American society, not in other countries.

3.8.1.4 The individual's social disadvantage must be chronic, longstanding and substantial; not fleeting or insignificant.

3.8.1.5 The individual's social disadvantage must have negatively affected his/her entry into and/or advancement in the business world.

3.8.1.6 A determination of social disadvantage must be made before proceeding to make a determination of economic disadvantage.

3.8.2 Economic Disadvantage

3.8.2.1 The individual's ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business and competitive market area that are not socially disadvantaged.

3.8.2.2 The following criteria will be considered when determining the degree of diminished credit and capital opportunities of a person claiming social and economic disadvantage:

With respect to the individual:

- availability of financing
- bonding capability
- availability of outside equity capital
- available markets

With respect to the individual and the business concern:

- personal and business assets
- personal and business net worth
- personal and business income and profits

4.0 DBE Proposal Submission Requirements

Offeror must complete and submit the following DBE Form D-1 with their proposal:

- Consultant Proposal DBE Commitment Form (10-O1)
 - Written Confirmation (required from each proposed DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1))

Offeror must complete and submit the following DBE Form D-2 to the Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date:

- DBE Information - Good Faith Efforts (if sufficient participation to meet the DBE goal has not been proposed on the Consultant Proposal DBE Commitment Form (10-O1))
- Bidders List

Required Forms	Submission
Consultant Proposal DBE Commitment Form (10-O1) Form D-1	Required at time of Proposal
Written Confirmation (for each DBE firm listed on the Consultant Proposal DBE Commitment Form (10-O1))	Required at time of Proposal
DBE Information – Good Faith Efforts Form D-2	Required no later than 4:00 p.m. on the 2 nd business day after the Proposal due date
Bidders List Form D-3	Required no later than 4:00 p.m. on the 2 nd business day after the Proposal due date

- 4.1 “Consultant Proposal DBE Commitment Form (10-O1)” (Form D-1) required at time of Proposal.** The Offeror is to provide the following information for each DBE that will participate in the contract:
- 4.1.1 The complete name and address of each DBE who will participate in the contract;
 - 4.1.2 Valid DBE Certification ID to confirm eligibility status through the CUCP, in conformance with 49 CFR Part 26;
 - 4.1.3 A description of the work that each DBE will perform or provide;
 - 4.1.4 The percentage of the work to be performed or provided by the DBE;
 - 4.1.5 The percentage of the work eligible to be credited for each DBE towards the DBE goal (should not include lower-tier participation and should account for the type of work to be performed);
 - 4.1.6 The Offeror shall also submit, for each DBE to perform under this Agreement, a written confirmation signed and dated from each DBE listed, acknowledging that the DBE is participating in the contract for the specified percentage and scope of work listed on the Consultant Proposal DBE Commitment Form (10-O1). A signed quote or proposal from the DBE firm can be used in lieu of the written confirmation; however, the percentage and scope(s) in the quote/proposal, and the amount and scope reflected on the

Consultant Proposal DBE Commitment Form (10-O1) must match identically.

4.2 “DBE Information - Good Faith Efforts” (Form D-2)

To be a responsible and responsive Offeror, the Offeror must make good faith efforts to meet the goal. The Offeror can meet this requirement in two ways. (i) the Offeror can meet the goal by documenting commitments for participation by DBE firms sufficient for this purpose; or (ii) the Offeror can demonstrate that he/she took all necessary and reasonable steps to achieve the DBE goal or other requirement of this part, which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

If the Offeror did not meet or obtain enough DBE participation to meet the DBE goal, the Offeror must complete and submit the “DBE Information – Good Faith Efforts,” form demonstrating that the Offeror made adequate good faith efforts to meet the goal.

If the Offeror has met the DBE goal based on the participation of DBEs listed on the Offeror’s “Consultant Proposal DBE Commitment Form (10-O1),” it is at the Offeror’s discretion (i.e. this is not mandatory) to submit “DBE Information – Good Faith Efforts,” form. However, the submission of good faith efforts documentation can protect the Offeror’s eligibility for award of the contract if the Authority determines that the Offeror failed to meet the goal for various reasons (e.g. a DBE firm was not certified at proposal submission or the Offeror made a mathematical error). Submittal of only the “DBE Information – Good Faith Efforts,” form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made; therefore, the Offeror is encouraged to attach additional information and supporting documents as necessary.

Good Faith Efforts documentation must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the Proposal due date.

For further guidance, refer to instructions on Form D-2 “DBE Information – Good Faith Efforts,” form and the United States Department of Transportation’s (“U.S. DOT”) DBE Program, Appendix A of Title 49 CFR Part 26 - “Guidance Concerning Good Faith Efforts,” and the DBE Section of the Authority’s Pre-Proposal Power Point.

4.3 “Bidders List” (Form D-3)

The Authority is required by Regulations to create and maintain a “Bidders List,” of all firms proposing or quoting on the Authority’s U.S. DOT-assisted contracts for use in calculating the Authority’s DBE goal(s). Offerors are required to complete and submit the requested information listed on the “Bidders List” form, for all firms (DBE[s] and non-DBE[s]) who submitted a bid, proposal or quote, including firms who were contracted by the prime Offeror.

The “Bidders List” must be submitted to the Authority no later than 4:00 p.m. on the 2nd business day after the Proposal due date.

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Local Agency to Complete this Section			11. TOTAL CLAIMED DBE PARTICIPATION %
17. Local Agency Contract Number: _____ 18. Federal-Aid Project Number: _____ 19. Proposed Contract Execution Date: _____ 20. Consultant's Ranking after Evaluation: _____	<p>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</p> <p>_____ 12. Preparer's Signature</p> <p>_____ 13. Date</p> <p>_____ 14. Preparer's Name</p> <p>_____ 15. Phone</p> <p>_____ 16. Preparer's Title</p>		
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654- 3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT PROPOSAL DBE COMMITMENT**CONSULTANT SECTION**

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Location** - Enter the project location as it appears on the project advertisement.
- 4. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc.).
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 8. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 9. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 10. DBE %** - Percent participation of work to be performed or service provided by a DBE. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 11. Total Claimed DBE Participation %** - Enter the total DBE participation claimed. If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 12. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 13. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 14. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 15. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 16. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 17. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 18. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 19. Proposed Contract Execution Date** - Enter the proposed contract execution date.
- 20. Consultant's Ranking after Evaluation** - Enter consultant's ranking after all submittals/consultants are evaluated. Use this as a quick comparison for evaluating most qualified consultant.
- 21. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 22. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 23. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 24. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 25. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.



DBE INFORMATION - GOOD FAITH EFFORTS

RFP No: _____ Proposal Due Date _____

The Orange County Transportation Authority (Authority) established a Disadvantaged Business Enterprise (DBE) goal of three percent (3%) for this contract. The information provided herein shows that a good faith effort was made by _____(Offeror).

Offeror shall submit the following information to document adequate good faith efforts to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. Offeror should submit the following information even if the "Consultant Proposal DBE Commitment Form (10-O1)" indicates that the Offeror has met the DBE goal. This will protect the Offeror's eligibility for award of the contract if Authority determines that the Offeror failed to meet the goal for various reasons, e.g., a DBE firm was not certified at proposal submission, or the Offeror made a mathematical error.

Submittal of only the form may not provide sufficient documentation to demonstrate that adequate good faith efforts were made.

The following good faith efforts items (A through H) shall be minimally performed prior to proposal submission. Offeror to complete the following items in sufficient detail to effectively demonstrate that good faith efforts were undertaken to meet the established DBE goal:

- A. Items of Work the Offeror Made Available to DBE Firms; a description of work items and approximate dollar amounts made available to DBE firms by the Offeror, value of work items as a percentage of total contract work, breakdown of larger scopes of contract work (including those items normally performed by the Offeror with its own forces) into economically feasible units to facilitate DBE participation sufficient to meet the DBE contract goal. It is the Offeror's responsibility to demonstrate that sufficient work was made available to facilitate DBE participation as follows (Provide documents that sufficiently evidence the efforts detailed below):

Description of Work Item	Offeror Normally Performs (Y/N)	Unbundled from Larger Scope (Y/N) If Yes, List Scope	Amount (\$)	Percentage of Contract

- B. Solicitation Effort Documentation; the names and dates of written notices sent to certified DBEs soliciting proposals for this project and the dates and methods used to following up initial solicitations to determine with certainty whether the DBEs were interested (attach all copies of solicitation, telephone records, fax confirmations, email communications, etc.), amount of DBEs to repond, documentation to demonstrate the DBE firms were provided information about the contract (location of project, contract number, proposal due date, items of work made available and contact information) in the Request for Proposal from the Offeror, the Offeror solicited through all reasonable means (e.g. attendance at pre-proposal meetings, advertising and written notices) the interest of all certified DBEs who have the capability to perform the work of the contract, Offeror to provide proof of aforementioned items, and DBEs in the market area for the work identified in 'Item A' as follows:

DBE Firm	Contact Name/Title	Method of Solicitation	Date of Initial Solicitation	Date of Follow-Up Solicitation	Response/ Interested in Proposing

(Note: Solicitations should occur at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitation should allow DBE firms reasonable time to respond). DBE firms solicited must be advised if the original proposal date has been extended.

- C. Rejected DBE Proposal Documentation; the names, addresses, phone numbers, and amount of rejected DBE firms, the reasons for the Offeror's rejection of the DBE firms, the firms selected and accepted for that work (attach all copies of quotes from the firms involved inclusive of a detailed cost breakdown if opted to self-perform work) and the price (rates) difference for each DBE if the selected firms is not a DBE, include an explanation of quote(s) rejected.
- D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation; names and dates of each publication in which a request for DBE participation for this project was placed by the Offeror (attach copies of advertisements or proof of publications). Publications should be placed at a minimum 14 calendar days before the Authority's proposal due date. If RFP due date is extended, Offeror is to re-advertise new proposal due date.

Publications	Type of Publication (Trade/General/Minority/Focus)	Dates of Advertisement	Duration of Advertisement	Readvertisement (Proposal-Due Date Extension)

- E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs; the names of agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using DBE firms (Attach copies of requests to agencies, responses received and efforts made by the Offeror in response).

F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements; efforts made to assist interested DBEs in obtaining necessary materials, or related assistance or services, Offeror to provide evidence of effort.

G. Assistance with Lines of Credit, Insurance, and/or other Services; efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs, Offeror to provide a list of any assistance provided to DBEs:

H. Additional Data to Support a Demonstration of Good Faith Efforts; in determining whether a Offeror made adequate good faith efforts, the Authority will take into account the performance of other Offerors in meeting the DBE contract goal. Attach any additional information to support demonstration of good faith in this section:

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS.



Bidders List

The Department of Transportation requires the Authority to create and maintain a "Bidders List" containing information about all firms (DBE and Non-DBE) that bid, propose or quote on the Authority's DOT-assisted contracts, in accordance with 49 CFR Part 26.11. The "Bidders List" is intended to be a count of all firms that are participating, or attempting to participate, on DOT-assisted contracts, whether successful or unsuccessful in their attempt to obtain a contract.

The Offeror is to complete all requested information for every firm who submitted a bid, proposal or quote, including the primary Offeror, and submit this information to the Authority no later than 4:00 p.m. on the 2nd business day after the Authority's proposal due date, or as otherwise specified in the solicitation. The Authority will utilize this information to assist in the Authority's DBE goal-setting process.

Prime Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Prime Offeror:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

Subconsultant Name and Location	Type of Work/Services/Materials Provided:	Agreement Amount	Percentage of Bid Item Sub-consulted	Consultant License No.	DBE (Y/N)	Phone:	Annual Gross Receipts
	NAICS/WCC			DIR Reg Number	DBE Certification ID	E-mail:	
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.
Firm Name:							<input type="checkbox"/> Less than \$1 million
Contact Name:							<input type="checkbox"/> Less than \$5 million
Address:							<input type="checkbox"/> Less than \$10 million
							<input type="checkbox"/> Less than \$15 million
							<input type="checkbox"/> More than \$15 million
							Age of Firm: _____yrs.

Name:							<input type="checkbox"/> Less than \$1 <u>million</u>
Contact Name:							<input type="checkbox"/> Less than \$5 <u>million</u>
Address:							<input type="checkbox"/> Less than \$10 <u>million</u>
							<input type="checkbox"/> Less than \$15 <u>million</u>
							<input type="checkbox"/> More than \$15 <u>million</u>
							Age of Firm: _____yrs.

NOTE: USE ADDITIONAL SHEETS AS NECESSARY TO DEMONSTRATE RESPONSIVENESS TO THE BIDDERS LIST REQUIREMENTS.

CONSULTANT CONTRACT DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____
 3. Project Description: _____
 4. Project Location: _____
 5. Consultant's Name: _____ 6. Prime Certified DBE: 7. Total Contract Award Amount: _____
 8. Total Dollar Amount for **ALL** Subconsultants: _____ 9. Total Number of **ALL** Subconsultants: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount
Local Agency to Complete this Section			\$
20. Local Agency Contract Number: _____ 21. Federal-Aid Project Number: _____ 22. Contract Execution Date: _____	14. TOTAL CLAIMED DBE PARTICIPATION		%
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.			IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.
_____ 23. Local Agency Representative's Signature	_____ 24. Date	_____ 15. Preparer's Signature	_____ 16. Date
_____ 25. Local Agency Representative's Name	_____ 26. Phone	_____ 17. Preparer's Name	_____ 18. Phone
_____ 27. Local Agency Representative's Title	_____ 19. Preparer's Title		

DISTRIBUTION: 1. Original – Local Agency
 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

INSTRUCTIONS – CONSULTANT CONTRACT DBE COMMITMENT

CONSULTANT SECTION

- 1. Local Agency** - Enter the name of the local or regional agency that is funding the contract.
- 2. Contract DBE Goal** - Enter the contract DBE goal percentage as it appears on the project advertisement.
- 3. Project Description** - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
- 4. Project Location** - Enter the project location as it appears on the project advertisement.
- 5. Consultant's Name** - Enter the consultant's firm name.
- 6. Prime Certified DBE** - Check box if prime contractor is a certified DBE.
- 7. Total Contract Award Amount** - Enter the total contract award dollar amount for the prime consultant.
- 8. Total Dollar Amount for ALL Subconsultants** – Enter the total dollar amount for all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 9. Total number of ALL subconsultants** – Enter the total number of all subcontracted consultants. SUM = (DBEs + all Non-DBEs). Do not include the prime consultant information in this count.
- 10. Description of Work, Services, or Materials Supplied** - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime consultant's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
- 11. DBE Certification Number** - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
- 12. DBE Contact Information** - Enter the name, address, and phone number of all DBE subcontracted consultants. Also, enter the prime consultant's name and phone number, if the prime is a DBE.
- 13. DBE Dollar Amount** - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime consultant if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
- 14. Total Claimed DBE Participation** - \$: Enter the total dollar amounts entered in the "DBE Dollar Amount" column. %: Enter the total DBE participation claimed ("Total Participation Dollars Claimed" divided by item "Total Contract Award Amount"). If the total % claimed is less than item "Contract DBE Goal," an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
- 15. Preparer's Signature** - The person completing the DBE commitment form on behalf of the consultant's firm must sign their name.
- 16. Date** - Enter the date the DBE commitment form is signed by the consultant's preparer.
- 17. Preparer's Name** - Enter the name of the person preparing and signing the consultant's DBE commitment form.
- 18. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 19. Preparer's Title** - Enter the position/title of the person signing the consultant's DBE commitment form.

LOCAL AGENCY SECTION

- 20. Local Agency Contract Number** - Enter the Local Agency contract number or identifier.
- 21. Federal-Aid Project Number** - Enter the Federal-Aid Project Number.
- 22. Contract Execution Date** - Enter the date the contract was executed.
- 23. Local Agency Representative's Signature** - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Consultant Section of this form is complete and accurate.
- 24. Date** - Enter the date the DBE commitment form is signed by the Local Agency Representative.
- 25. Local Agency Representative's Name** - Enter the name of the Local Agency Representative certifying the consultant's DBE commitment form.
- 26. Phone** - Enter the area code and phone number of the person signing the consultant's DBE commitment form.
- 27. Local Agency Representative Title** - Enter the position/title of the Local Agency Representative certifying the consultant's DBE commitment form.

**STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
FINAL REPORT-UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES
(DBE), FIRST-TIER SUBCONTRACTORS**

ADA Notice
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814

CEM-2402F (REV 02/2008)

CONTRACT NUMBER		COUNTY	ROUTE	POST MILES	FEDERAL AID PROJECT NO.	ADMINISTERING AGENCY	CONTRACT COMPLETION DATE
PRIME CONTRACTOR				BUSINESS ADDRESS			ESTIMATED CONTRACT AMOUNT \$
ITEM NO.	DESCRIPTION OF WORK PERFORMED AND MATERIAL PROVIDED	COMPANY NAME AND BUSINESS ADDRESS	DBE CERT. NUMBER	CONTRACT PAYMENTS			DATE OF FINAL PAYMENT
				NON-DBE	DBE	DATE WORK COMPLETE	
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
				\$	\$		
ORIGINAL COMMITMENT							
\$			TOTAL	\$	\$		
DBE							
List all First-Tier Subcontractors, Disadvantaged Business Enterprises (DBEs) regardless of tier, whether or not the firms were originally listed for goal credit. If actual DBE utilization (or item of work) was different than that approved at time of award, provide comments on back of form. List actual amount paid to each entity.							

I CERTIFY THAT THE ABOVE INFORMATION IS COMPLETE AND CORRECT

CONTRACTOR REPRESENTATIVE'S SIGNATURE	BUSINESS PHONE NUMBER	DATE
TO THE BEST OF MY INFORMATION AND BELIEF, THE ABOVE INFORMATION IS COMPLETE AND CORRECT		
RESIDENT ENGINEER'S SIGNATURE	BUSINESS PHONE NUMBER	DATE

Copy Distribution-Caltrans contracts:

Original - District Construction

Copy- Business Enterprise Program

Copy- Contractor

Copy Resident Engineer

Copy Distribution-Local Agency contracts:

Original - District Local Assistance Engineer
(submitted with the Report of Expenditure)

Copy- District Local Assistance Engineer

Copy- Local Agency file

**FINAL REPORT
UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE), FIRST-TIER
SUBCONTRACTORS**

CEM 2402(F) (Rev. 02/2008)

The form requires specific information regarding the construction project: Contract Number, County, Route, Post Miles, Federal-aid Project No., the Administering Agency, the Contract Completion Date and the Estimated Contract Amount. It requires the prime contractor name and business address. The focus of the form is to describe who did what by contract item number and descriptions, asking for specific dollar values of item work completed broken down by subcontractors who performed the work both DBE and non-DBE work forces. DBE prime contractors are required to show the date of work performed by their own forces along with the corresponding dollar value of work.

The form has a column to enter the Contract Item No. (or Item No's) and description of work performed or materials provided, as well as a column for the subcontractor name and business address. For those firms who are DBE, there is a column to enter their DBE Certification Number. The DBE should provide their certification number to the contractor and notify the contractor in writing with the date of the decertification if their status should change during the course of the project.

The form has six columns for the dollar value to be entered for the item work performed by the subcontractor.

The Non-DBE column is used to enter the dollar value of work performed for firms who are not certified DBE.

The decision of which column to be used for entering the DBE dollar value is based on what program(s) status the firm is certified. This program status is determined by the California Unified Certification Program by ethnicity, gender, ownership, and control issues at time of certification. To confirm the certification status and program status, access the Department of Transportation Civil Rights web site at: <http://www.dot.ca.gov/hq/bep> or by calling (916) 324-1700 or the toll free number at (888) 810-6346.

Based on this DBE Program status, the following table depicts which column to be used:

DBE Program Status	Column to be used
If program status shows DBE only with no other programs	DBE

If a contractor performing work as a DBE on the project becomes decertified and still performs work after their decertification date, enter the total dollar value performed by this contractor under the appropriate DBE identification column.

If a contractor performing work as a non-DBE on the project becomes certified as a DBE, enter the dollar value of all work performed after certification as a DBE under the appropriate identification column.

Enter the total of each of the six columns in Form CEM-2402(F).

Any changes to DBE certification must also be submitted on Form-CEM 2403(F).

Enter the Date Work Completed as well as the Date of Final Payment (the date when the prime contractor made the "final payment" to the subcontractor for the portion of work listed as being completed).

The contractor and the resident engineer sign and date the form indicating that the information provided is complete and correct.

July 1, 2012 LPP 09-02



MONTHLY DBE SUBCONTRACTOR COMMITMENT AND ATTAINMENT REPORT SUMMARY AND PAYMENT VERIFICATION (Form 103)

Reporting Period (month): _____, 20__

Contract Number:		Form 103 Report No.:		Report prepared by:	
Contract Award Date:		Original Contract Award Amount:		Title:	
Prime Name:		Prime Current Contract Value:	[B]	Report reviewed by:	
		% of Project Complete:		Signature:	
Address:		[D] divided by [B]		Title:	
		Total Paid to Prime this Month:			
		Total Paid to Prime to Date:	[D]		
Telephone No.:		Total Paid to DBEs this Month:		Prime's Current DBE Attainment (A/B):	
					(Total Dollars Paid to DBEs divided by Prime Current Contract Value)
Contract DBE Goal (Prime Commitment at Award):		Total Paid to DBEs to Date:	[A]	Prime's Current DBE Commitment (C/B):	
		Date of Last Progress Payment:			(Total DBE Current Eligible Subcontract Value divided by Prime Current Contract Value)
Original Project Goal:					

1	2	3	4	5	6	7	8	9	10	11	12	13	14	
SUBCONTRACTOR	Type of Work Performed (Scope)	Original \$ Amount Committed at Award	\$ +/- Resulting from Change Order Activity	\$ Amount of Current Commitment	\$ Amount of Eligible DBE Participation Claimed ¹	\$ Amount Paid to DBE this month	\$ Amount paid to lower Tier(s) of DBE this month	Eligible \$ Amount Paid to DBE this month = (Column 7 minus Column 8) x DBE Capacity	\$ Amount paid to DBE to Date	\$ Amount paid to lower Tier(s) of DBE to Date	Eligible \$ Amount Paid to DBE to Date minus Payments to lower Tier(s)	% of Retention Withheld	% of Work Complete	Notes/ Comments
	Applicable Naics Code(s)													
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: _____ TYPE: Subcontractor ___ Broker ___ Supplier: Regular Dealer ___ or Manufacturer ___ CERTIFICATION(s): () SB () DBE () DVBE () M Certification #: _____ Verification of Payment Attached: <input type="checkbox"/> YES <input type="checkbox"/> NO Anticipated Commencement of Work Date: _____		\$ -	\$ -	\$ -	\$ -	\$ -	DBE: \$ - NON DBE: \$ -	\$ -	\$ -	DBE: \$ - NON DBE: \$ -	\$ -	0%	#DIV/0!	
Name: _____ Address: _____ City, State, Zip Code: _____ Telephone Number: _____ TYPE: Subcontractor ___ Broker ___ Supplier: Regular Dealer ___ or Manufacturer ___ CERTIFICATION(s): () SB () DBE () DVBE () M Certification #: _____ Verification of Payment Attached: <input type="checkbox"/> YES <input type="checkbox"/> NO Anticipated Commencement of Work Date: _____		\$ -	\$ -	\$ -	\$ -	\$ -	DBE: \$ - NON DBE: \$ -	\$ -	\$ -	DBE: \$ - NON DBE: \$ -	\$ -	0%	#DIV/0!	

**RFP 0-2352
FORM D-6**

Name:															
Address:															
City, State, Zip Code:															
Telephone Number:															
TYPE: Subcontractor <input type="checkbox"/> Broker <input type="checkbox"/>															
Supplier: Regular Dealer <input type="checkbox"/> or Manufacturer <input type="checkbox"/>		\$ -	\$ -	\$ -	\$ -	\$ -									
CERTIFICATION(s): <input type="checkbox"/> SB <input type="checkbox"/> DBE <input type="checkbox"/> DVBE <input type="checkbox"/> M Certification #:															
Verification of Payment Attached: <input type="checkbox"/> YES <input type="checkbox"/> NO															
Anticipated Commencement of Work Date:															

[C]															
DBE Total(s):		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0%	#DIV/0!

COMMENTS/ISSUES:

* Eligible amount claimed is based on applicable crediting provisions, DBE Current contract value (excluding amounts subcontracted to lower-tiers) multiplied by capacity of work performed by listed DBE (CUF).

Authorized Binding Name:															
Authorized Binding Title:															
Authorized Binding Signature:															

If necessary, this form can be duplicated and/or modified; however, it must contain all requested data fields. DBE Monthly Form R3



ORANGE COUNTY TRANSPORTATION AUTHORITY

REQUEST FOR DBE SUBCONTRACTOR/SUPPLIER SUBSTITUTION

Substitution of subcontractors shall be in accordance with the Contract Specifications. If a listed or approved DBE Subcontractor is unable to perform the work in accordance with the Contract Specifications, the Prime Contractor shall replace the Subcontractor with another DBE Subcontractor, or make good faith efforts to do so in accordance with the Contract Specifications. Such request for substitution is subject to approval by the Authority.

Project No.:	Project Name:
Prime Contractor:	
Business Address:	
Please Provide the Following Information for the Listed or Approved DBE Subcontractor:	
Subcontractor Name:	DBE Certification No:
Address:	
Contact Person:	Phone:
Email Address:	
Description of work:	
Original Contract Value:	Current Contract Value:
Reason for Substitution:	
Prime Contractor to select either Option A or B to meet substitution requirements:	
p A. Please provide the following information if Contractor elects to substitute a DBE subcontractor with another DBE subcontractor.	
Subcontractor Name:	DBE Certification No:

Address:	
Contact Person:	Phone:
Description of work:	
Bid Item Number(s):	Proposed Subcontractor Bid Amount:

B. Please provide Good Faith Efforts undertaken to replace the originally proposed DBE subcontractor with another DBE subcontractor by attaching supporting documentation.

I certify under penalty of perjury that the above information is complete and correct.

Contract Representative Signature Title

Business Phone Number Date

CONCURRENCE BY ORIGINALLY PROPOSED DBE FIRM:	
_____ Signature	_____ Title
_____ Print Name	_____ Date

AUTHORITY APPROVAL:
Date Request Received: _____
Date Letter Sent to Original DBE Subcontractor: _____
Authority's Approval of Request for Substitution? <input type="checkbox"/> Yes <input type="checkbox"/> No

If no, please state reason:

Reviewed by: _____ Date: _____

FORM E: CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

CERTIFICATION
LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS

A. DEFINITIONS

1. Authority, as used in this clause, means the Orange County Transportation Authority, acting on behalf of the Orange County Transit District.
2. Covered Federal action, as used in this clause, means any of the following Federal actions:
 - a. The awarding of any Federal contract.
 - b. The making of any Federal grant.
 - c. The making of any Federal loan.
 - d. The entering into of any cooperative agreement.
 - e. The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
3. Indian tribe and tribal organization, as used in this clause, have the meaning provided in Section 450b of the Indian self-determination and Education Assistance Act (25 U.S.C. 450) and include Alaskan Natives.
4. Influencing or attempting to influence, as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
5. Local government, as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
6. Officer or employee of an agency, as used in this clause, includes the following individuals who are employed by an agency:
 - a. An individual who is appointed to a position in the Government under title 5, United States code, including a position under a temporary appointment.
 - b. A member of the uniformed services, as defined in the subsection

101(3), Title 37, United States Code.

- c. A special Government employee, as defined in Section 202, Title 18, United States Code.
 - d. An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, Appendix section 3.
7. Person, as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 8. Reasonable compensation, as used in this clause, means with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.
 9. Reasonable payment, as used in this clause means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.
 10. Recipient, as used in this clause, includes the CONSULTANT and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.
 11. Regularly employed, as used in this clause, means, with respect to an officer or employee of a person requesting or receiving by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.
 12. State, as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State regional or interstate entity having governmental duties and powers.

B. PROHIBITIONS

1. Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or, the modification of any Federal contract, grant, loan, or cooperative agreement.
2. The Act also requires consultant to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan or cooperative agreement.
3. The prohibitions of the Act do not apply under the following conditions:
 - a. Agency and legislative liaison by own employees.
 - (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
 - (2) For purposes of paragraph C.3.a.(1) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
 - (3) The following agency and legislative liaison activities are permitted any time where they are not related to a specific solicitation for any covered Federal action:

Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities.

Technical discussions and other activities regarding the application of adaptation of the person's products or services for

an agency's use.

- (4) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and,

Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507, and subsequent amendments.

- (5) Only those services expressly authorized by paragraph C.3.a.(1) of this clause are permitted under this clause.

b. Professional and technical services

- (1) The prohibition on the use of appropriated funds, in subparagraph C.1. of this clause, does not apply in the case of:

A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as condition for receiving that Federal action.

Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application or that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors and trade associations.

- (2) For purposes of paragraph C.3.a.(1) of this clause, professional and technical services shall be limited to advise and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission, or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission, or negotiation of a covered Federal action.
- (3) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (4) Only those services expressly authorized by paragraph C.3.a.(1) and (2) of this clause are permitted under this clause.
- (5) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

c. Disclosure

- (1) The consultant who requests or receives from an agency a Federal contract shall file with that agency a disclosure form OMB standard form LLL, Disclosure of Lobbying Activities, (Attachment to the bid package) if such person has made or had agreed to made any payment using non appropriated funds (to include profits from any covered Federal action), which

would be prohibited under subparagraph B.1. of this clause, if paid for with appropriated funds.

- (2) The consultant shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph II.A. of this clause. An event that materially affects the accuracy of the information reported includes:

A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The consultant shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime consultant. The prime consultant shall submit all disclosures to the District at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding consultant.

d. Agreement

The consultant agrees not to make any payment prohibited by this clause.

e. Penalties

- (1) Any person who makes an expenditure prohibited under paragraph a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be

applicable.

- (2) Consultants may rely without liability on the representation made by their subcontractors in the certification and disclosure forms.

f. Cost Allowability:

Nothing in this clause is to be interpreted to make allowable or reasonable any costs, which will otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provisions.

**CERTIFICATION OF
RESTRICTIONS ON LOBBYING**

I, _____, hereby certify on behalf (name of bidder/offeror) of _____ that:
(Firm name)

1. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than Federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence making lobbying contracts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit the attached Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
3. If bidder/offeror does not have any reportable activities to disclose, they shall check the box entitled "No Reportable Activities" on the attached Standard Form-LLL "Disclosure of Lobbying Activities" and complete Section 16 of the form. The certifying official shall sign and date the form, print his/her name, title and telephone number.
4. The undersigned shall require that the language of this certification be included in all subcontracts, and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The bidder/offeror, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the bidder/offeror understands and agrees that the provisions of 31 U.S.C. 3801, et seq. apply to this certification and disclosure, if any.

Executed this _____ day of _____, 20__

By _____
(Signature of authorized official)

(Title of authorized official)

**INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING
ACTIVITIES**

This DISCLOSURE FORMS SHALL BE COMPLETED BY the reporting entity, whether Subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee" then enter the full name, address city, state, and zip code of the prime Federal recipient. Include Congressional District.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency, name if known. For example, Department of Transportation, United State Coast Guard.
7. Enter the Federal program name for description of the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a.). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Office of Management and Budget Paperwork Reduction Project (0348-0446), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

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FORM F: PROPOSAL EXCEPTIONS AND/OR DEVIATIONS

PROPOSAL EXCEPTIONS AND/OR DEVIATIONS FORM

The following form shall be completed for each technical and/or contractual exception or deviation that is submitted by Offeror for review and consideration by Authority. The exception and/or deviation must be clearly stated along with the rationale for requesting the exception and/or deviation. If no technical or contractual exceptions or deviations are submitted as part of the original proposal, Offerors are deemed to have accepted Authority' technical requirements and contractual terms and conditions set forth in the Scope of Work (Exhibit B) and Proposed Agreement (Exhibit E). Offerors will not be allowed to submit this form or any contractual exceptions and/or deviation after the Proposal submittal date identified in the RFP. Exceptions and/or deviations submitted after the proposal submittal date will not be reviewed by Authority.

Offeror: _____

RFP No.: _____ RFP Title: _____

Deviation or Exception No.: _____

Check one:

- Scope of Work (Technical) _____
- Proposed Agreement (Contractual) _____

Reference Section/Exhibit: _____ Page/Article No. _____

Complete Description of Deviation or Exception:

Rationale for Requesting Deviation or Exception:

Area Below Reserved for Authority Use Only:

_____ _____ _____

FORM G: SURETY COMMITMENT LETTER

SURETY COMMITMENT LETTER

TO: Orange County Transportation Authority

We have reviewed the Proposal of _____
(Offeror)

(Address)

for the [RFP Title] for which Proposals will be received on: _____ (Proposal Due Date) and wish to advise that should this Proposal of the Offeror be accepted and the Contract awarded to, such Offeror, this company agrees to become the Surety and provide the Payment and Performance Bonds required by the Contract for both the Implementation and Operations and Maintenance Phases. Such Bonds will be in the amounts identified in the Price Proposal, and referenced in Agreement, Article 13, Bonds, with terms of the Bonds as also provided in that article.

We are duly authorized to do business in the State of California

Surety Company/Address:

(Authorized Signature)

ATTEST:

[Attach Power of Attorney]

(Corporate Seal, if any. If no seal, write "No Seal" across this place and sign.)

FORM H: INTELLECTUAL PROPERTY ESCROW AGREEMENT

FORM OF INTELLECTUAL PROPERTY ESCROW AGREEMENT

Account Number _____

This Intellectual Property Escrow Agreement (“Escrow Agreement”) is effective _____, 201_ among _____, a _____ corporation (“Escrow Agent”), _____, a _____ corporation (“Depositor”), and the Orange County Transportation Authority and, public entity of the State of California (“OCTA”) together referred to as (“Authority”), who collectively may be referred to in this Escrow Agreement as the parties (“Parties”).

A. Depositor and Authority have entered or will enter into an agreement for Back Office System and Customer Services Center Operations Services for the 405 Express Lanes in Orange County, California (the “AGREEMENT”). Unless the context otherwise requires, capitalized terms used in this Escrow Agreement have the meanings given in the AGREEMENT.

B. Under the AGREEMENT, Depositor has granted Authority licenses to use certain intellectual property, software and supporting materials, and Depositor will from time to time modify, add to, refine, substitute, revise, enhance, update, revise, upgrade and/or correct such software and supporting materials and will submit these updated software development documents on an ongoing basis as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such updates. An initial deposit shall be made by Depositor within 60 Calendar Days of the AGREEMENT’s Effective Date if requested by Authority. Additional deposits shall be made within 10 Calendar Days of Go-Live and BOS Acceptance. Depositor shall make deposits of the complete set of IP Materials current at the time of deposit at least semi-annually if no deposits provided above have occurred within the relevant preceding six-month period.

C. Depositor has agreed in the AGREEMENT to deposit into escrow with Escrow Agent the Intellectual Property and IP Materials including, without limitation, related documentation of Software required to be delivered as part of the AGREEMENT, including Software Source Code in ASCII format, on industry standard media and source code listings in human readable form of the Software as well as paper and electronic copies of the functional specifications and design specifications, code and documentation for tests used by Depositor to verify Software behavior, and user and technical documentation (all of which, together with modifications, additions, enhancements, updates, revisions, upgrades and corrections thereto and thereof, and all other supplementary deposits under Section 1.1 below, being collectively referred to in this Escrow Agreement as the “Software Source Code”).

D. Depositor and/or its Software suppliers desire to avoid disclosure and release of the Software Source Code except under certain limited circumstances.

E. The availability of the IP Materials (including without limitation Software Source Code) to Authority is critical to Authority’ business and, therefore, Authority need access to the IP Materials certain limited circumstances.

F. Depositor and Authority desire to establish an escrow with Escrow Agent to provide for the retention, administration and controlled access of the IP Materials.

G. Escrow Agent has consented to act as Escrow Agent and to receive and hold the current version and any future versions of the IP Materials.

H. The parties desire this Escrow Agreement to be supplementary to the AGREEMENT pursuant to 11 United States Bankruptcy Code, Section 365(n)(1)(B).

NOW, THEREFORE, Depositor and Authority hereby engage Escrow Agent to serve as Escrow Agent for the Intellectual Property and IP Materials, Escrow Agent hereby accepts such engagement, and

the Parties hereby agree to the establishment and administration of an escrow for the IP Materials, on the following terms and conditions.

SOURCE CODE ESCROW AGREEMENT

SECTION 1. DEPOSITS

1.1. Obligation to Make Deposits.

(a) Immediately upon execution of this Escrow Agreement, Depositor shall deposit IP Materials that consist of Pre-Existing Contractor Intellectual Property and Third Party Intellectual Property to be used in connection with the Toll Services with Escrow Agent.

(b) Depositor will submit updated Software development documents on an ongoing basis as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such updates. Notwithstanding the foregoing, additional deposits shall be made within 10 Calendar Days of Go-Live and BOS Acceptance. Depositor shall make deposits of the complete set of IP Materials current at the time of deposit at least semi-annually if no deposits provided above have occurred within the relevant preceding six-month period.

(c) If during any calendar month after the date a Notice of BOS Acceptance is issued by Authority, Depositor completes and installs in or for the BOS Work any modification, addition, Enhancement, Update, revision, Upgrade or correction of or to any of the escrowed Software Source Code, it shall deposit with Escrow Agent, as soon as reasonably practicable and in no event more than 30 Calendar Days from the date of such updates, each such modification, addition, Enhancement, Update, revision, Upgrade and correction, and a modified Attachment A identifying the same. Similarly, if Depositor identifies any additional Intellectual Property or IP Materials to be deposited pursuant to Article 26 of the AGREEMENT, it shall deposit same with Escrow Agent, along with a modified Attachment A identifying the same as soon as reasonably practicable, but in no event more than 30 Calendar Days from the date of such identification.

(d) Each deposit under subsection (d) above shall be added to the existing deposit. Each deposit under subsections (b) or (c) above shall be listed on a modified Attachment A and Depositor shall sign each modified Attachment A. Attachment A and each modified Attachment A shall be held and maintained separately within the escrow account. Escrow Agent shall create an independent record which documents the activity for Attachment A and each modified Attachment A. The processing of all deposits under this Section 1.1 shall be in accordance with Sections 1.2 through 1.6 below.

(e) Notwithstanding any other provision of this Escrow Agreement, Depositor shall have no obligation to deposit with the Escrow Agent any Software Source Code for Off-the-Shelf Software, subject however, to the provisions of Article 26 of the AGREEMENT.

1.2. Identification of Tangible Media. Prior to each delivery of the IP Materials to Escrow Agent, Depositor shall conspicuously label for identification each document, magnetic tape, disk, or other tangible media upon which the Intellectual Property are written or stored. Additionally, with each delivery Depositor shall complete Attachment A to this Escrow Agreement or a modified Attachment A by listing each such tangible media by the item label description, the type of media and the quantity, and the identity of the owner of the Intellectual Property (whether Depositor or a Software Supplier). Depositor shall sign each Attachment A or modified Attachment A and deliver it to Escrow Agent with the IP Materials. Such signature shall constitute Depositor's representation and warranty that Attachment A is true, accurate and complete. Unless and until Depositor makes the initial deposit with Escrow Agent, Escrow Agent shall have no obligation with respect to this Escrow Agreement, except the obligation to notify the parties regarding the status of the account as required in Section 2.2 below.

1.3. Deposit Inspection. Within three Business Days after Escrow Agent receives IP Materials and Attachment A or a modified Attachment A, Escrow Agent shall conduct a deposit inspection by visually matching the labeling of the tangible media containing the Source Code to the item descriptions and quantity listed on Attachment A or modified Attachment A. In addition to the deposit inspection, Authority may elect to cause a verification of the IP Materials at any time in accordance with Section 1.6 below.

1.4. Acceptance of Deposit. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling of the tangible media matches the item descriptions and quantity on Attachment A or the modified Attachment A, Escrow Agent shall date and sign Attachment A or the modified Attachment A and mail a copy thereof to Depositor and Authority. Immediately upon completion of each deposit inspection, if Escrow Agent determines that the labeling does not match the item descriptions or quantity on Attachment A or the modified Attachment A, Escrow Agent shall (a) note the discrepancies in writing on Attachment A or the modified Attachment A; (b) date and sign Attachment A or the modified Attachment A with the exceptions noted; and (c) mail a copy of Attachment A or the modified Attachment A to Depositor and Authority. Escrow Agent's acceptance of the deposit occurs upon the signing of Attachment A or the modified Attachment A by Escrow Agent. Delivery of the signed Attachment A or the modified Attachment A to Authority is Authority's notice that the Software Source Code have been received and accepted by Escrow Agent.

1.5. Depositor's Representations. Depositor represents and warrants to Authority as follows:

(a) Depositor lawfully possesses all of the IP Materials and the Intellectual Property contained therein as deposited with Escrow Agent;

(b) With respect to all of the IP Materials and the Intellectual Property contained therein, Depositor has the right and authority to grant to Escrow Agent and Authority the rights as provided in this Escrow Agreement;

(c) The IP Materials and the Intellectual Property contained therein are not subject to any lien or other encumbrance;

(d) The IP Materials and the Intellectual Property contained therein consist of the proprietary technology and other materials identified either in the AGREEMENT or Attachment A, as applicable; and

(e). The IP Materials are readable and useable in their current form or, if any portion of the IP Materials and the Intellectual Property contained therein is encrypted, the decryption tools and decryption keys have also been deposited.

1.6. Verification. Authority may, at Authority's expense, cause a verification of any IP Materials. Authority shall notify Depositor and Escrow Agent of Authority's request for verification. Depositor shall have the right to be present at the verification. A verification determines, in different levels of detail, the accuracy, completeness, sufficiency and quality of the IP Materials. If a verification is elected after the IP Materials have been delivered to Escrow Agent, then only Escrow Agent, or at Escrow Agent's or Authority's election an independent person or company selected and supervised by Escrow Agent or Authority, may perform the verification. If Authority elects to have an independent person or company perform the verifications, its election and selection shall prevail over any such election by Escrow Agent. The verification shall be conducted in accordance with the verification procedures specified in the completed form of Attachment A accompanying Depositor's deposit of the relevant IP Materials with Escrow Agent. Such verification shall determine the relevance, completeness, currency, accuracy and functionality of the IP Materials and the Intellectual Property contained therein and, specifically as to Software Source Code, whether the deposit is complete. If Escrow Agent or a person or company it selects performs the verification, Escrow Agent shall deliver to Authority a written report detailing the verification not later than 30 days after Authority delivers Notice requesting such verification. Any verification shall take place either at Escrow Agent's location or an agreed upon location during Escrow Agent's regular business hours. If Authority elect to have an independent person or company perform the verification, then such entity shall adhere to the

confidentiality requirements of the AGREEMENT. If Escrow Agent or the independent person performing the verification determine that the verification procedures specified in the completed Attachment A are insufficient to enable verification of the relevant IP Materials and the Intellectual Property contained therein, then upon the request of Escrow Holder or Authority, Depositor shall cooperate in good faith to supplement and/or modify the verification procedures as necessary and appropriate to facilitate such verification.

1.7. Removal of IP Materials. The IP Materials and the Intellectual Property contained therein may be removed and/or exchanged only on written instructions signed by both the Depositor and Authority, or as otherwise provided in this Escrow Agreement.

1.8. Inspection. Authority and Depositor shall be entitled, during normal business hours, to inspect, under the supervision of an officer of Escrow Agent and at Escrow Agent's facilities, the physical and technical status and condition of the IP Materials and the Intellectual Property contained therein. The party undertaking the inspection shall provide Notice of the pending inspection to the other party, five Business Days prior to the scheduled date of the inspection. The party receiving the notice shall have the right to be present at the inspection, but such presence is not a condition precedent to the inspecting party's right to proceed with inspection.

SECTION 2. CONFIDENTIALITY AND RECORD KEEPING

2.1. Confidentiality. Escrow Agent shall maintain the IP Materials and the Intellectual Property contained therein in a secure, environmentally safe, fireproofed vault or locked facility which is accessible only to authorized representatives of Escrow Agent. Escrow Agent shall have the obligation to reasonably protect the confidentiality of the Intellectual Property. Except as provided in this Escrow Agreement, Escrow Agent shall not disclose, transfer, make available or use the Intellectual Property or any IP Materials. Escrow Agent shall not disclose the content of this Escrow Agreement to any third party. If Escrow Agent receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the IP Materials and the Intellectual Property contained therein, Escrow Agent shall immediately notify the other Parties unless prohibited by law. It shall be the responsibility of Depositor and/or Authority to challenge any such order; provided, however, that Escrow Agent does not waive its rights to present its position with respect to any such order. Escrow Agent shall not be required to disobey any order from a court or other judicial tribunal. (See Section 7.5 below for notices of requested orders.)

2.2. Status Reports. Escrow Agent shall issue to Depositor and Authority a report profiling the account history at least semi-annually. Escrow Agent may provide copies of the account history pertaining to this Escrow Agreement upon the request of any other Party.

2.3. Audit Rights. During the term of this Escrow Agreement, Depositor and Authority may each inspect the written records of Escrow Agent pertaining to this Escrow Agreement. Any inspection shall be held during normal business hours and following reasonable prior Notice.

SECTION 3. TITLE TO IP MATERIALS

3.1 Title to IP Materials. Title to the IP Materials which embody Intellectual Property is vested in Authority pursuant to Article 25 of the AGREEMENT, but is subject to the provisions of this Escrow Agreement on access to and release of such IP Materials.

3.2 Disclaimer. Escrow Agent hereby disclaims and relinquishes any title to or ownership of Software Source Code deposited with Escrow Agent under this Escrow Agreement.

SECTION 4. RELEASE OF DEPOSIT

4.1. Release Conditions. As used in this Escrow Agreement, "Release Condition" shall mean any of the following:

- (a) The AGREEMENT is terminated for any reason including expiration of the Term;
- (b) A voluntary or involuntary bankruptcy or insolvency of CONTRACTOR occurs;
- (c) CONTRACTOR is dissolved or liquidated;
- (d) CONTRACTOR or any third party, (a) fails or ceases to provide services as necessary to permit continued use of any such Intellectual Property or (b) otherwise ceases to engage in the ordinary course of the business of manufacturing, supplying, maintaining and servicing the IP Materials pursuant to a license or any sublicense thereof.

4.2. Filing For Release. If Authority believes in good faith that a Release Condition has occurred, Authority may provide to Escrow Agent Notice of the occurrence of the Release Condition and a request for the release of the IP Materials and incorporated Intellectual Property. If the Release Condition pertains only to an owner of Third Party Intellectual Property, Authority' Notice shall so indicate. Immediately upon receipt of such Notice, Escrow Agent shall provide a copy of the Notice to Depositor by commercial express mail.

4.3. Contrary Instructions. From the date Escrow Agent mails the Notice requesting release of the IP Materials and incorporated Intellectual Property, Depositor shall have ten days to deliver to Escrow Agent contrary instructions ("Contrary Instructions"). Contrary Instructions shall mean the written representations and warranties, without qualification, exception or condition, by an authorized officer or authorized delegate of Depositor that (a) the person signing for Depositor is an authorized officer or authorized delegate of Depositor and (b) a Release Condition has not occurred or has been cured. Immediately upon receipt of Contrary Instructions within such ten day period, Escrow Agent shall send a copy to Authority by commercial express mail. Additionally, Escrow Agent shall provide Notice to Depositor and Authority that there is a dispute to be resolved pursuant to Section 7.3 of this Escrow Agreement. Subject to Section 5.2 of this Escrow Agreement, Escrow Agent shall continue to store the IP Materials and Intellectual Property without release pending (i) instructions from Depositor and Authority; (ii) dispute resolution pursuant to Section 7.3; or (iii) order of a court. Contrary Instructions received after such ten day period shall be automatically null and void, shall have no force or effect, and shall be disregarded by Escrow Agent.

4.4. Release of Deposit.

(a) If Escrow Agent does not receive Contrary Instructions from the Depositor within such ten day period, Escrow Agent is authorized to, and shall, immediately release the IP Materials and incorporated Intellectual Property to Authority. If the Release Condition pertains only to an owner of Third Party Intellectual Property, then Escrow Agent shall only release the IP Materials that (a) are identified on Attachment A as owned by such owner of Third Party Intellectual Property or (b) lacks identification of ownership on Attachment A. Any copying expense will be chargeable to Depositor. This Escrow Agreement shall terminate upon the release of all the IP Materials and incorporated Intellectual Property held by Escrow Agent.

(b) Escrow Agent shall promptly release all or any part of the IP Materials and incorporated Intellectual Property at any time and from time to time upon receipt of Notice signed by both Depositor and Authority.

(c) Escrow Agent shall also release the IP Materials and incorporated Intellectual Property to Authority at any time as directed or ordered by an arbitration award, by a final judgment of a court of competent jurisdiction, or by other final dispute resolution pursuant to Section 7.3; provided that

Authority provide to Escrow Agent a written opinion of counsel for Authority to the effect that such award, judgment or resolution is final and not appealable. In such event, Escrow Agent shall proceed with release in accordance with the award, judgment or resolution and may rely on such legal opinion.

4.5. Right to Use Following Release. Upon release of the IP Materials in accordance with this Section 4, Authority shall have the right and license to use the released Intellectual Property as provided in the AGREEMENT. Authority shall be obligated to maintain the confidentiality of the released Intellectual Property as provided in the AGREEMENT.

SECTION 5. TERM AND TERMINATION

5.1. Term of Escrow Agreement. The term of this Escrow Agreement shall continue in effect unless and until this Escrow Agreement is terminated in accordance with the terms of this Section 5. This Escrow Agreement shall be terminated in the event (a) Depositor and Authority jointly instruct Escrow Agent in writing that the Escrow Agreement is terminated; or (b) Escrow Agent provides Notice to Depositor and Authority that the Escrow Agreement is terminated for nonpayment in accordance with Section 5.2 or by resignation in accordance with Section 5.3. If the IP Materials and incorporated Intellectual Property are subject to another escrow agreement with Escrow Agent, Escrow Agent reserves the right, after the initial one year term, to adjust the anniversary date of this Escrow Agreement to match the then prevailing anniversary date of such other escrow arrangements.

5.2. Termination for Nonpayment. In the event fees owed to Escrow Agent are not paid when due, Escrow Agent shall provide Notice of delinquency to all Parties. Any Party shall have the right to make the payment to Escrow Agent to cure the default. If the past due payment is not received in full by Escrow Agent within one month of the date of such Notice, then Escrow Agent shall have the right to terminate this Escrow Agreement at any time thereafter by sending Notice of termination to all Parties. Escrow Agent shall have no obligation to take any action under this Escrow Agreement so long as any undisputed payment due to Escrow Agent remains unpaid and delinquent, except action to hold and safeguard the IP Materials and transfer or dispose of the IP Materials following termination as provided in this Section 5.

5.3. Termination by Resignation. Escrow Agent may terminate this Escrow Agreement, for any reason, by providing Depositor and Authority with 90-days' Notice of its intent to terminate this Escrow Agreement. Within the 90-day period, the Depositor and Authority shall use diligent efforts to enter into a substantially similar agreement with another entity willing and able to perform the functions of Escrow Agent under this Escrow Agreement and shall provide Escrow Agent with Notice including instructions authorizing Escrow Agent to forward the IP Materials and incorporated Intellectual Property to another escrow company and/or agent or other designated recipient. Escrow Agent shall transfer and dispose of the IP Materials in accordance with any such Notice. If Escrow Agent does not receive said Notice within 90 days of the date of Escrow Agent's termination Notice, then Escrow Agent shall have no obligation to take any action under this Escrow Agreement, except action to hold and safeguard the Intellectual Property and transfer or dispose of IP Materials following termination as provided in this Section 5.

5.4. Disposition of IP Materials Upon Termination. Upon termination of this Escrow Agreement, Escrow Agent shall destroy, return, or otherwise deliver the IP Materials in accordance with Depositor's and Authority' Notice. If there is no such Notice, Escrow Agent may, commence legal action interpleading Depositor and Authority, deposit the IP Materials with the court in such action and otherwise handle and dispose of the IP Materials in accordance with court order. In no event shall Escrow Agent have the right to destroy the IP Materials or return them to Depositor absent written instructions to such effect or final order of a court of competent jurisdiction.

5.5. Survival of Terms Following Termination. Upon termination of this Escrow Agreement, the following provisions of this Escrow Agreement shall survive:

- (a) Depositor's representations and warranties (Section 1.5);

- (b) The obligations of safekeeping and confidentiality with respect to the IP Materials and incorporated Intellectual Property set forth in Section 2.1;
- (c) The rights granted in the sections entitled Right to Transfer Upon Release (Section 3.3) and Right to Use Following Release (Section 4.5), if a release of the IP Materials has occurred prior to termination;
- (d) The obligation to pay Escrow Agent any fees and expenses due;
- (e) The obligations of Escrow Agent under Section 5.4;
- (f) The provisions of Section 7;
- (g) Any provisions in this Escrow Agreement which specifically state they survive the termination of this Escrow Agreement; and
- (h) All other provisions which by their inherent character or express terms should survive termination of this Escrow Agreement, the expiration of the AGREEMENT.

SECTION 6. IP ESCROW AGENT'S FEES

6.1. Fee Payment and Schedule Escrow Agent is entitled to be paid its standard fees and expenses applicable to the services provided, which shall be the responsibility of Depositor. Escrow Agent shall notify Authority at least 60 days prior to any increase in fees. For any service not listed on Escrow Agent's standard fee schedule, Escrow Agent shall provide a quote prior to rendering the service, if requested.

6.2. Payment Terms. Fees are due 30 days after receipt of an invoice from Escrow Agent detailing the services performed and setting forth fees therefor consistent with the then applicable fee schedule. Escrow Agent may deliver invoices not more frequently than monthly. Except for action to hold and safeguard the Intellectual Property and transfer or dispose of the IP Materials following termination as provided in this Section 6, Escrow Agent shall not be required to perform any service whenever any undisputed outstanding balance owed to Escrow Agent is not paid when due.

SECTION 7. LIABILITY AND DISPUTES

7.1. Right to Rely on Instructions. Escrow Agent may act in reliance upon any instruction, instrument, or signature reasonably believed by Escrow Agent to be genuine. Except with respect to a Contrary Instruction that is not timely delivered or lacks the representation set forth in Section 4.3(a), Escrow Agent may assume that any employee of a party to this Escrow Agreement who gives any Notice, request, or instruction has the authority to do so. Escrow Agent shall not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any Notice, request or instruction. Escrow Agent shall not be responsible for failure to act as a result of causes beyond the reasonable control of Escrow Agent.

7.2. Indemnification. Depositor and Authority each agree to indemnify, defend and hold harmless Escrow Agent from any and all Claims and Losses in connection with this escrow arrangement except to the extent such Liabilities were caused by the negligence or willful misconduct of Escrow Agent or its breach of this Escrow Agreement.

7.3. Dispute Resolution. Any dispute, controversy, claim or difference arising out of, or in connection with, or resulting from this Escrow Agreement, its application or interpretation, a breach thereof, or a Contrary Instruction issued hereunder, which cannot be settled amicably by the Parties, shall be subject to resolution in accordance with the dispute resolution provisions of the AGREEMENT. Escrow Agent agrees to be bound by any such final resolution. Notwithstanding the foregoing, any suit in interpleader brought

by Escrow Agent under Section 5.4 shall not be by arbitration and may be brought by Escrow Agent in any court having jurisdiction.

7.4. Controlling Law. This Escrow Agreement shall be governed by and construed in accordance with the laws of California, without regard to conflict of law principles. The venue of any court, judicial or referee proceeding under this AGREEMENT shall be in Orange County, California, unless changed by the judicial officer.

7.5. Notice of Requested Order. If any Party intends to obtain an order from the arbitrator or any court of competent jurisdiction which may direct Escrow Agent to take, or refrain from taking, any action, that Party shall:

- (a) Give Escrow Agent at least two Business Days' prior Notice of the hearing; and
- (b) Ensure that Escrow Agent not be required to deliver the original (as opposed to a copy) of the IP Materials if Escrow Agent may need to retain the original in its possession to fulfill any of its other duties under this Escrow Agreement.

SECTION 8. GENERAL PROVISIONS

8.1. Escrow Agent Representation. Escrow Agent represents and warrants to Authority and Depositor that (a) to the best knowledge of Escrow Agent neither it nor any of its personnel has been the subject of any investigation or been convicted or indicted for commission of any crime involving misconduct, corruption, bribery or fraud in connection with any public contract in the State of California, or any other jurisdiction, except as has been specifically disclosed in writing to Authority and Depositor, and (b) should any such conviction or indictment be obtained or any such investigation commenced prior to the expiration of the term hereof, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, Escrow Agent will immediately disclose it in writing to Authority and Depositor.

8.2. Entire Escrow Agreement. This Escrow Agreement (including all Exhibits to this Escrow Agreement) contain the entire understanding of the parties with respect to the subject matter of this Escrow Agreement and supersede all prior agreements, understandings, statements, representations and negotiations between the parties with respect to their subject matter. Escrow Agent is not a party to the AGREEMENT between Depositor and Authority and has no knowledge of any of the terms or provisions of the AGREEMENT. Escrow Agent's only obligations to Depositor or Authority are as set forth in this Escrow Agreement. No amendment or modification of this Escrow Agreement shall be valid or binding unless signed by all the parties, except that Attachment A need not be signed by Authority and Attachment B need not be signed.

8.3. Notices. All notices, invoices, payments, deposits and other documents and communications under this Escrow Agreement shall be sent as provided in Article 11 of the AGREEMENT and given to the parties at the addresses specified in the attached Attachment B. It shall be the responsibility of the parties to notify each other as provided in this Section in the event of a change of address. The parties shall have the right to rely on the last known address of the other parties.

8.4. Severability. In the event any provision of this Escrow Agreement is found to be invalid, voidable or unenforceable, the parties agree that unless it materially affects the entire intent and purpose of this Escrow Agreement, such invalidity, voidability or unenforceability shall affect neither the validity of this Escrow Agreement nor the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

8.5. Successors. This Escrow Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties. However, Escrow Agent shall have no right to assign this Escrow

Agreement or delegate its duties hereunder without the prior written consent of Depositor and Authority; and Escrow Agent shall have no obligation in performing this Escrow Agreement to recognize any successor or assign of Depositor or Authority unless Escrow Agent receives unambiguous and authoritative written evidence of the change of Parties.

8.6. Regulations. Depositor and Authority are responsible for and warrant compliance with all applicable laws, rules and regulations, including but not limited to customs laws, import, export, and re-export laws and government regulations of any country from or to which the Intellectual Property may be delivered in accordance with the provisions of this Escrow Agreement.

8.7. Liability. No member, officer, or employee of Authority, Depositor or Escrow Agent shall be liable personally hereunder or by reason hereof.

8.8. Counterparts. This Escrow Agreement may be executed in any number of counterparts and by the different parties on different counterparts, each of which, when executed, shall be deemed an original, but all of which, taken together, shall constitute one and the same Escrow Agreement.

[signatures on next page]

IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed this Source Code Escrow Agreement as of the date first written above.

OCTA

**ORANGE COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name:
Title:

APPROVED AS TO FORM:

By: _____

DEPOSITOR:

By: _____
Name:
Title:

IP ESCROW AGENT:

By: _____
Name:
Title:

ATTACHMENT A

DESCRIPTION OF ESCROWED MATERIAL

Depositor Company Name: _____

Account Number _____

Product name _____ Version _____
(Product Name will appear as the Exhibit 1 Name on Account History report)

Owner of Product _____
(Name, address, tel. no., e-mail address)

SOURCE CODE DESCRIPTION:

Quantity	Media Type & Size	Label Description of Each Separate Item
_____	Disk 3.5" or _____	
_____	DAT tape _____ mm	
_____	CD-ROM	
_____	Data cartridge tape _____	
_____	TK 70 or _____ tape	
_____	Magnetic tape _____	
_____	Documentation	
_____	Other _____	

PRODUCT DESCRIPTION:

Environment _____

SOURCE CODE INFORMATION:

Is the media or are any of the files encrypted? Yes / No If yes, please include any passwords and the decryption tools.

Encryption tool name _____ Version _____

Hardware required _____

Software required _____

SOURCE CODE VERIFICATION PROCEDURES:

[Insert in space below or provide as separate attachment]

Other required information _____

I certify for **Depositor** that the above described **Escrow Agent** has inspected and accepted IP Materials have been transmitted to _____ the above materials (any exceptions are noted above):

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Date: _____ Date Accepted: _____

Attachment A#: _____

Send materials to: IP Escrow Agent, _____ () _____

ATTACHMENT B

DESIGNATED CONTACT

Account Number _____
Notices, deposit material returns and
communications to Depositor should be
addressed to:

Invoices to Depositor pursuant to Section 4.4(a)
should be addressed to:

Company Name: _____

Address: _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____ Email: _____

Verification Contact: _____

Notices and communications to the Authority
should be addressed to each agency as follows:

Company Name: Orange County Transportation
Authority

Address _____

Designated Contact: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

Requests from Depositor and/or Orange County Transportation Authority to change the designated contact should be given in writing by the designated contact or an authorized employee of Depositor and/or Orange County Transportation Authority.

Contracts, IP Materials and Intellectual Property, notices, invoice inquiries and fee remittances to IP Escrow Agent should be addressed to:

_____ Date: _____

Telephone: (____) _____

Facsimile: (____) _____

E-mail: _____

FORM I: PERFORMANCE BOND

**FORM OF IMPLEMENTATION PHASE
PERFORMANCE BOND**

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”) , a public entity of the State of California, has awarded _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “Agreement”);

AND WHEREAS, the AGREEMENT was awarded by AUTHORITY on _____ to provide the Work in accordance with the terms of the AGREEMENT, as therein specified;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the amount of _____ Dollars (\$ _____) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and Work under the AGREEMENT, including any and all amendments, supplements, and alterations made to the AGREEMENT as therein provided, on Principal’s part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless AUTHORITY and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney’s fee to be fixed by the court.
4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the AGREEMENT with respect to the Work required to complete the Implementation Phase, including its liability for Liquidated Damages and warranties as specified in the AGREEMENT, but not to exceed the Bonded Sum. Completion of the Implementation Phase, as used herein, means achievement of Go-Live of Implementation Phase.

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to completion of the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the Work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by AUTHORITY to be, in default under the AGREEMENT, provided that AUTHORITY is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly, at AUTHORITY' election:

(a) remedy such default, or

(b) complete the Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT, or

(c) select a contractor or contractors to complete all Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT then in effect, using a contractor or contractors approved by AUTHORITY (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the Work for and on behalf of the Surety without AUTHORITY' express written consent, in its sole discretion), arrange for a contract meeting the requirements of the AGREEMENT between such contractor or contractors and AUTHORITY, and make available as Work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the AGREEMENT Price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the Bonded Sum.

(d) Shall pay Authority for the Work in an amount not exceeding the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the AUTHORITY to Surety demanding that Surety perform its obligations under this Bond, and AUTHORITY shall be entitled to enforce any remedy available to AUTHORITY.

9. The guarantees contained in this Bond shall survive completion of the Implementation Phase with respect to those obligations of Principal which survive Final Acceptance of Implementation Phase.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

By: _____

Name:

Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]

CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____ before me, _____, a notary public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(AFFIX NOTARIAL SEAL)

NOTARY PUBLIC

FORM J: PAYMENT BOND

**FORM OF IMPLEMENTATION PHASE
PAYMENT BOND**

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”), a public entity of the State of California, has awarded to _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “AGREEMENT”);

AND WHEREAS, AGREEMENT was awarded by AUTHORITY on _____ to provide the Work, as specified and in accordance with the terms of the AGREEMENT;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the sum of _____ Dollars (\$ _____) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
2. If Principal, its Subcontractors, hires, successors, executors, administrators or assigns shall fail to pay:
 - (a) any of the persons named in Civil Code section 40500 involved in performance of the Work for the Implementation Phase as provided for under the AGREEMENT;
 - (b) any amounts due under the Unemployment Insurance Code with respect to the Work for the Implementation Phase;
 - (c) any amounts required to be deducted, withheld and paid over to 1302 Franchise Tax Board from the wages of employees of the Principal and its Subcontractor pursuant to Revenue and Taxation Code Section 18662 et seq. with respect to such labor; or
 - (d) anyone required to be paid by law

then Surety shall pay for the same in an amount not to exceed the Bonded Sum; otherwise this obligation shall be null and void; otherwise it shall remain in full force and effect. In

case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney's fee to be fixed by the court.

3. This Bond shall inure to the benefit of any of the persons named in Civil Code Section 40500 or anyone required to be paid by law under the AGREEMENT so as to give a right of action to such persons or their assigns in any suit brought upon this Bond.

4. This Bond covers all of Principal's payment obligations under the AGREEMENT for the Work for the Implementation Phase, as set forth in the AGREEMENT

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it hereby waives notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

7. This bond shall inure to the benefit of the persons named in Civil Code section 40500 so as to give a right of action to such persons and their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

_____.

By: _____
Name:
Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority must be furnished and a Power of Attorney attached.]

FORM K: OPERATIONS AND MAINTENANCE BOND

FORM OF OPERATIONS AND MAINTENANCE PERFORMANCE BOND

Agreement No. _____

Bond No. _____

KNOW ALL WHO SHALL SEE THESE PRESENTS:

THAT WHEREAS, The Orange County Transportation Authority (“AUTHORITY”), a public entity of the State of California, has awarded _____, a corporation organized under the laws of _____ (“Principal”) an agreement to design, implement, operate and maintain a Back Office System and Customer Service Center for the 405 Express Lanes (the “AGREEMENT”);

AND WHEREAS, the AGREEMENT was awarded by AUTHORITY on _____ to provide the Work in accordance with the terms of the AGREEMENT, as therein specified;

AND WHEREAS, it is one of the conditions to execution of the AGREEMENT by AUTHORITY that these presents shall be executed;

NOW THEREFORE, We the undersigned Principal and _____ (the “Surety” or “Co-Sureties”), an admitted surety insurer in the State of California, are firmly bound and held unto AUTHORITY, in the amount of _____ Dollars (\$_____) (“Bonded Sum”) good and lawful money of the United States of America for the payment whereof, well and truly to be paid to AUTHORITY, we bind ourselves, our heirs, successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT:

1. The AGREEMENT is incorporated by reference in this Bond.
2. Unless the context otherwise requires, capitalized terms used but not separately defined in this Bond have the meaning given to them in the AGREEMENT.
3. If Principal or its heirs, successors, executors, administrators or assigns shall in all things stand to and abide by and well and truly keep, perform and complete all covenants, conditions, agreements, obligations and Work under the AGREEMENT, including any and all amendments, supplements, and alterations made to the AGREEMENT as therein provided, on Principal’s part to be kept and performed at the time and in the manner therein specified, and shall indemnify, defend and save harmless AUTHORITY and all other Indemnified Parties, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect. In case suit is brought upon this Bond, the Surety (or Co-Sureties) will pay reasonable attorney’s fee to be fixed by the court.
4. The obligations covered by this Bond specifically include the performance of each and every obligation of Principal under the AGREEMENT with respect to the Work required to complete the Implementation Phase, including its liability for Liquidated Damages and warranties as specified in the AGREEMENT, but not to exceed the Bonded Sum.

5. The Surety (or Co-Sureties) agree(s) that no change, extension of time, alterations, additions, omissions or other modifications of the terms of the AGREEMENT, or in the Work to be performed with respect to completion of the Implementation Phase, or in the specifications or plans, or any change or modification of any terms of payment or extension of time for any payment pertaining or relating to the AGREEMENT, or any rescission or attempted rescission of the AGREEMENT or this Bond, or any conditions precedent or subsequent in this Bond attempting to limit the right of recovery of AUTHORITY seeking to recover from this Bond, or any fraud practiced by any other person other than AUTHORITY seeking to recover from this Bond, shall in any way affect its obligations on this Bond, and it does hereby waive notice of such changes, extension of time, alterations, additions, omissions or other modifications.

6. The Surety (or Co-Sureties) agree(s) that payments made to contractors and suppliers to satisfy claims on the payment bond do not reduce the Surety's legal obligations under this Bond. Payments made to contractors or suppliers under any agreement where the Surety has arranged for completion of the Work to satisfy this Bond will not be considered payment bond claims.

7. Whenever Principal shall be, and is declared by AUTHORITY to be, in default under the AGREEMENT, provided that AUTHORITY is not then in material default thereunder, the Surety (or Co-Sureties) shall promptly:

(a) remedy such default, or

(b) complete the Work covered by this Bond in accordance with the terms and conditions of the AGREEMENT, or

(c) select a contractor or contractors to complete all work covered by this Bond in accordance with the terms and conditions of the AGREEMENT then in effect, using a contractor or contractors approved by AUTHORITY (provided, however, that the Surety may not select Principal or any affiliate of Principal to complete the Work for and on behalf of the Surety without AUTHORITY' express written consent, in its sole discretion), arrange for a contract meeting the requirements of the AGREEMENT between such contractor or contractors and AUTHORITY, and make available as Work progresses (even though there should be a default or a succession of defaults under such contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the unpaid balance of the AGREEMENT Price; but not exceeding, including other costs and damages for which Surety (or Co-Sureties) is (are) liable hereunder, the Bonded Sum.

8. If Surety does not proceed as provided in Paragraph 7 of this Bond with reasonable promptness, Surety shall be deemed to be in default on this Bond fifteen (15) days after receipt of an additional Notice from the AUTHORITY to Surety demanding that Surety perform its obligations under this Bond, and AUTHORITY shall be entitled to enforce any remedy available to AUTHORITY.

9. The guarantees contained in this Bond shall survive completion of the Implementation Phase with respect to those obligations of Principal which survive Final Acceptance of Implementation Phase.

10. **[Use in case of multiple or co-sureties]** The Co-Sureties agree to empower a single representative with authority to act on behalf of all of the Co-Sureties with respect to this Bond, so that AUTHORITY will have no obligation to deal with multiple sureties hereunder. All

correspondence from AUTHORITY to the Co-Sureties and all claims under this Bond shall be sent to such designated representative. The designated representative may be changed only by delivery of Notice (by personal delivery or by certified mail, return receipt requested) to AUTHORITY designating a single new representative, signed by all of the Co-Sureties. The initial representative shall be _____.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this at _____
_____ on this _____ day of _____, A.D., 20__.

PRINCIPAL:

By: _____

Name:

Title:

Surety (full legal name):

Address:

By: _____

[Note: If more than one surety, then add appropriate number of lines to signature block.]

[Note: The bond shall be signed by authorized persons. Where such persons are signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an officer of the legal entity involved, evidence of authority to sign must be furnished and a Power of Attorney attached.]

FORM L: IRAN CONTRACTING CERTIFICATION

IRAN CONTRACTING ACT CERTIFICATION
(California Public Contract Code Sections 2200, *et seq.*)

The Iran Contracting Act of 2010 (PCC Sections 2200-2208), prohibits bidders who are engaged in investment activities in the energy sector of Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods or services of one million dollars (\$1,000,000) or more. At the time of submitting a bid, each bidder must certify that the bidder is not identified on the Department of General Services list of ineligible persons pursuant to PCC Section 2203(b). Each bidder is also required to certify that the bidder is not engaged in investment activities in violation of the Iran Contracting Act of 2010.

A bidder who is engaged in investment activities in the energy sector of Iran is defined as:

1. A person providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A person that is a financial institution that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to PCC Section 2203(b).

A bidder is not required to certify that it is engaged in investment activities in the energy sector of Iran if the bidder is exempt from the certification under PCC Section 2203(c) or (d). If the bidder is exempt from the certification requirement, the bidder will be required to provide documentation demonstrating the exemption.

To comply with the Iran Contracting Act of 2010, the bidder shall complete **one** of the options below. Please note: under PCC Section 2205, false certification of this form may result in civil penalties of \$250,000 or twice the amount of the contract for which false certification was made, termination of the contract, and/or ineligibility to bid on contracts for a period of three years.

Option #1: Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below, and any subcontractor who will perform work or labor or render services to the vendor identified below, is not on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran, and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current Department of General Services list identifying persons engaged in investment activities in the energy sector of Iran.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #2: Exemption

Pursuant to PCC Section 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the bidder, financial institution, or any subcontractor who will perform work or labor or render services to the bidder has obtained an exemption from the certification requirement, please complete and sign below and attach the documentation demonstrating the exemption approval.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date: _____

Option #3: Non-Applicability

Pursuant to PCC Section 2203(b), a bidder or financial institution engaged in investment activities in Iran may not be eligible for, or to bid on, submit proposals for, or enter into or renew a contract with a public entity for goods or services of one million dollars (\$1,000,000) or more. If the contract is not for goods or services of one million dollars (\$1,000,000) or more, please sign below indicating that the contract is not for goods or services of one million dollars (\$1,000,000) or more and thus bidder is not required to certify and does not meet the exemption.

Vendor/Financial Institution: _____

Signature: _____

Name and Title: _____

Date:

(This form is required from the Prime only.)

**FORM M: PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL
DOCUMENTS**

PUBLIC RECORDS ACT INDEMNIFICATION – PROPOSAL DOCUMENTS

Offeror is required to submit one copy of the completed and signed form as part of its proposal and it should be included only in the original proposal. Offeror shall complete either Option 1 or Option 2 which ever applies.

Option #1: Public Records Act Indemnification Agreement

By signing below, the Offeror agrees as follows regarding its Proposal:

If Authority receives a Public Records Act request (Government Code sections 6250 et seq.) which seeks any portion of Offeror’s proposal that the Offeror has marked as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation (the "PRA Documents"), the Authority will notify the Offeror of the request. The Offeror shall, within three business days of such notification from the Authority, inform the Authority as to whether it desires the PRA Documents to be withheld, and shall thereafter timely provide a legal basis for each such requested withholding. If the Authority determines to withhold the PRA Documents, Offeror shall indemnify and defend Authority from any and all costs or liabilities resulting from such withholding including, but not limited to, attorney fees and court costs.

Offeror shall pay all costs, immediately as they come due, pertaining to any action under the Public Records Act related to any portion of Offeror’s Proposal marked or designated as described above, and withheld by Authority. If the Offeror fails to notify the Authority in writing within three business days, or to timely provide a legal basis for the withholding of documents, Offeror agrees that Authority shall release and disclose Offeror records, notwithstanding any marking or designation of the PRA Documents.

In no case shall Authority be liable for any inadvertent disclosure of any Offeror proposal documents, or any disclosure made by Authority upon a good faith belief that disclosure is required by law, or in the event Offeror has failed to notify the Authority in writing of its desire to withhold the PRA Documents within three business days and/or to timely provide a legal basis for the withholding of documents, regardless of any marking or designation of such PRA Documents, and Offeror waives any claims it may have had related to such disclosure.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

Option #2: Non-Applicability

This Offeror has not marked any portion of its proposal as "confidential", "trade secret", "proprietary", "not subject to disclosure", or similar designation.

Official, legal name of Proposing Firm (Type or Print)

Contact Name: _____ (Print Name)

Title: _____

Signed by: _____

Date: _____

FORM N: OFFEROR RECENT CLIENT LIST

FORM O: REFERENCE FORMS

Reference Forms O-1

Form O-1 Part 1
BOS Implementation and Maintenance

Offeror shall use this attachment to clearly demonstrate how Offeror meets the minimum qualification requirements for Proposals with regard to Offeror project experience. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for the Implementation and Maintenance Phase minimum qualifications. **References must be from a third party agency or company for whom Offeror has performed similar services.**

Offeror Name:

Please check off which qualifications requirement this reference is intended to address (you may check more than one box to cover multiple requirements as long as the explanation below is sufficiently detailed).



Implementation



Maintenance

Reference Company/Agency Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Project Manager Reference:	
E-mail:	
Alternate Reference*:	
Phone Number:	Fax Number:
E-mail:	
Alternate Reference Role on Reference Project:	
*Must be completed in addition to the Project Manager reference	

Offeror's role on project and years of participation (mm/dd/yy to mm/dd/yy):

Project location, scope, cost, start / end dates:

Description of project functions and operations including size:

Relevant hardware, software and systems used:

Comparison to the Authority requirements:

Installed System or Maintenance documented performance, as applicable:

Form O-1 Part 2
Operations

Offeror shall use this attachment to clearly demonstrate how Offeror meets the minimum qualification requirements for proposals with regard to Offeror project experience in Operations. Each reference provided may be contacted by the Authority. Copy this form as needed to comply with the requirements outlined in the RFP for minimum qualifications. **References must be from a third party agency or company for whom Offeror has performed services.**

Offeror's Name:

Reference Company/Agency Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Project Manager Reference:	
E-mail:	
Alternate Reference*:	
Phone Number:	Fax Number:
E-mail:	
Alternate Reference Role on Reference Project:	
*Must be completed in addition to the Project Manager reference	
Offeror's role on project and years of participation (mm/dd/yy to mm/dd/yy):	

Project location, scope, cost, start / end dates:

Description of project functions and operations performed, including size:

Relevant hardware, software and systems used:

Comparison to Authority' requirements:

Operations documented performance:

Reference Forms O-2

Form O-2
Key Team Personnel

Offeror shall use this form to clearly show how Offeror meets the requirements set forth in the RFP for Key Team Personnel members. References must be provided from an outside agency or company and shall not be an internal Offeror reference. Each reference provided may be contacted to determine the respondent's ability to meet the Proposal requirements. Copy this form as needed to comply with the requirements of the RFP and the number of references cited. ***References must be from a third party agency or company for whom Key Team Personnel has performed similar services.***

Offeror Name _____

Key Team Personnel Member _____

Proposed Position _____

Reference Company Name:		
Address:		
City:	State:	Zip Code:
Phone Number:	Fax Number:	
Project Manager:		
E-mail:		
Number of total years' experience of Key Team Personnel member in similar role to one proposed for the Authority:		
Reference Project:		
Key Team Personnel member role on reference project, including dates of participation and job description:		
Description of reference project location, scope, cost, start / end dates, etc.:		
Operational functionality and size of operations (accounts, transactions; notices...)		
Key Team Personnel member's major contributions and highlights:		
Key Team Personnel involved and role who are also proposed on the Authority project:		

FORM P: LIST OF SUBCONTRACTORS

List of Subcontractors

Offeror Name:

Please duplicate this page as necessary to provide the requested information.

	SUBCONTRACTOR	SUBCONTRACTOR	SUBCONTRACTOR
Legal Name of Company			
Company Contact Name			
Company Address			
City, State, Zip Code			
Company Telephone No.			
Company Fax Number			
Company E-mail address			
Legal Name of Principal(s)			
Address of Principal(s)			
City, State, Zip Code			
Telephone No. of Principal(s)			
Fax Number of Principal(s)			
E-mail address of Principal(s)			
Corporate Number (if applicable)			
License Number (if applicable)			
Status of License (if applicable)			
Work to be Performed			
Committed Dollar Amount of Total Work			
Committed Percentage of Total Work			

By: _____
President or Vice President

Signature: (1) _____

Attest: _____
Secretary (or Assistant Secretary)

Signature: (2) _____

(Affix Corporate Seal)

FORM Q: CONFORMANCE MATRIX

Instructions for Completing Conformance Matrix

- 1) The Offeror must complete and submit the Excel version of Form Q: Conformance Matrix, which is provided with the RFP package.
- 2) The Matrix covers each of the requirements set forth in Exhibit B, Scope of Work and Requirements.
- 3) Offerors shall not alter the Requirements Conformance Matrices in any way and must use the workbook provided. The Offeror shall submit a PDF version of the completed matrices in Proposal Section 4 of the Technical Proposal, in addition to submitting the Excel version of the matrix on a flash drive, as directed in Proposal Section C.
- 4) The following are instructions for completion of the Requirements Conformance Matrix for Volume I Project Management, Volume III CSC Requirements, and Volume IV Performance Measures:
 - a) There are four columns in the matrix as follows:
 - i. No. (Column A): A sequential number that matches the requirement numbers in the Requirements.
 - ii. Requirements (Column B): A description of each requirement.
 - iii. Compliance (Column C): Offeror must select one of the two (2) response codes (Y/N) for each Requirement and enter it in this column as further detailed in item “b)” below.
 - iv. Comments (Column D): This field must be completed if the Compliance code is entered as “N = no” for the particular requirement in order to explain why the Offeror is not complying with the Requirements.
 - b) Offerors must complete the Compliance (Column C) in the following manner:
 - i. Yes = Y: Enter a “Y” in this column if the stated requirement will be met by the Offeror and included in its Proposal.
 - ii. No = N: Enter an “N” if the Offeror will not meet the associated stated requirement as part of its Proposal. If any row in the Compliance column is completed as “N” then Offeror must provide an explanation in the Comments (Column D) in the corresponding row. The comment field may reference information that is included elsewhere in the Proposal.
- 5) The following are instructions for completion of the Volume II BOS Requirements Conformance Matrix:
 - a) There are eight columns in the - Volume II BOS Requirements Conformance Matrix as follows:
 - i. No. (Column A): A sequential number that matches the requirement number in the Requirements.

- ii. Requirements (Column B): A description of each requirement.
 - iii. Compliance (Column C): Offeror must select one of the two (2) response codes (Y/N) for each Requirement and enter it in this column as further detailed in item “b)” below.
 - iv. Status (Column D): Offeror must select one of the four (4) response codes for each Requirement and enter it in this column as further detailed in item “c)” below.
 - v. Customer Name and Location, If Applicable (Column E): Offeror must indicate the Customer Name and Location where the functionality was deployed or implemented if the Requirement is identified as current or modified. If the software was deployed at more than one customer, the Customer Name and Location is only required for a single customer.
 - vi. Source (Column F): Indicate who will be providing the functionality; Offeror (O), subcontractor (S), third party (T), or not applicable (NA).
 - vii. Subcontractor Name and/or 3rd Party Product/Vendor, If Applicable (Column G): If the functionality is provided by a subcontractor or third party then please enter the name of the party or product.
 - viii. Comments (Column H): This field must be completed if the Status code is entered as "N=No" in Column C or “NP = not provided” in Column D for the particular Requirement in order to explain why the Offeror is not complying with this Requirement.
- b) Offerors must complete the Compliance (Column C) in the following manner:
- i. Yes = Y: Enter a “Y” in this column if the stated requirement will be met by the Offeror and included in its Proposal.
 - ii. No = N: Enter an “N” if the Offeror will not meet the associated stated requirement as part of its Proposal. If any row in the Compliance column is completed as “N” then Offeror must provide an explanation in the Comments (Column H) in the corresponding row. The comment field may reference information that is included elsewhere in the Proposal.
- c) Offerors must complete the Status (Column D) in the following manner:
- i. Base Product = B: Enter an “B” in this column if the Requirement described is already incorporated into the Offeror’s baseline system and is provided in the proposed BOS and CSC Operations for the 405 Express Lanes.
 - ii. Base Modified = M: Enter an “M” in this column if the functionality exists and is provided in the proposed BOS and CSC Operations for the 405 Express Lanes but needs to be modified to meet the requirement.
 - iii. New Development = D: Enter a “D” if the Offeror’s baseline system does not currently have the required functionality but the functionality will be provided in the proposed BOS and CSC Operations for the 405 Express Lanes and will be developed to meet the requirement.
 - iv. Not Provided = NP: Enter an “NP” if the Offeror will not provide the functionality and will not meet the requirement as part of its Proposal. If any row in the Status column is completed as “NP” then Offeror must provide an explanation in the Comments (Column H) in the corresponding row. The comment field may reference information that is included elsewhere in the Proposal.

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1. Project Management			
1.1. Project Management and Control			
	The Project is divided into two overlapping phases: The Implementation Phase (from Effective Date until BOS Acceptance) and the Operations and Maintenance Phase (after commencement of CSC Operations through the end of the Agreement).		
1	The Contractor shall provide all management, supervisory, financial and operations staff, including qualified management, professional, technical and clerical personnel, to professionally design and implement the BOS and operate and administer the Authority's operations in a manner that meets all required performance criteria. The Contractor shall put in place the organizational structure and staffing required to meet these Requirements.		
2	The Contractor shall perform and provide all services in accordance with all applicable laws, rules, regulations, ordinances and in compliance with all applicable Authority policies. All Plans and procedures prepared by the Contractor shall be Approved by the Authority, as set forth in these Requirements.		
1.2. Project Management Plan (PMP)			
	The Contractor shall develop and employ a Project Management Plan (PMP) in accordance with Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) latest edition that is sufficiently detailed to enable the Authority to review and confirm that the Contractor has the necessary management, staff and controls in place to meet the Agreement Requirements.		
	The PMP describes how the Contractor shall deliver, implement and manage the Project, including staffing, scheduling and communication procedures for controlling all correspondence, Submittals and other communications between the Contractor and the Authority, as well as communications with other third-party entities. The PMP shall be in accordance with system engineering methodology wherever applicable.		
	The PMP shall include, but is not limited to:		
	· Project scope and key Deliverables, tracked using a numbered Contract Deliverables Requirements List (CDRL);		
	· a description of the staff management and organization of the Project; an organization chart; identification of Key Team Personnel and their associated responsibilities, and identification of the resources to be used in fulfilling the Requirements;		
	· a description of Project planning, documenting and reporting methods to be utilized, both for use within the Contractor's staff and externally with the Authority;		
	· approach to issue management, including communication, escalation and resolution of Project issues with the Authority;		
	· approach to communication management, including meeting schedules and team meetings;		
	· the format of the Implementation Phase monthly progress report;		
	· inclusion of the Approved Baseline Implementation Schedule;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
3	· a description of the process for reporting and tracking the Approved Baseline Implementation Schedule and Project performance;		
	· approach to change control management, consistent with Agreement Requirements, including a description of the process for documenting and submitting change requests, the Approval process and how the change control management approach will be integrated into day-to-day Project management;		
	· process for resolution if a change request scope and cost proposal is rejected by the Authority;		
	· approach to document control, including utilizing the Contractor-provided Electronic Document Management System (EDMS) that is accessible to the Project team by username and password (the Authority shall have the capability to download documents using this Software);		
	· approach to risk management, including communication, escalation and resolution of Project risks with the Authority;		
	· approach to Quality Assurance and Quality Control;		
	· approach to Subcontractor management, including how issues with Subcontractors will be resolved in a timely manner;		
	· approach to procurement management which adheres to the Authority's policies;		
	· approach to operational readiness including a Go-Live check list;		
	· documenting the invoice submission; invoice backup information; verification, and Approval process;		
	· a section with all Approved Project forms;		
· approach to Project closeout and			
· an emergency contact list.			
4	The Contractor shall provide as a part of the PMP and then maintain both a Contractor and Authority contact list. The contact list shall include all Implementation Phase Key Team Personnel and backups, personnel title and areas of Project participation. The list will be superseded by Operations and Maintenance Phase documentation and processes.		
5	The Contractor shall develop and submit the PMP to the Authority within ten (10) Business Days of the Agreement's Effective Date for review and Approval.		
6	The Contractor shall identify the tools and products used to manage the Project and the internal controls instituted by the Contractor to guarantee successful delivery of the Project.		
	The Contractor shall develop and submit communications procedures to the Authority for review and Approval that address the following, including but not limited to:		
	· Correspondence – all correspondence shall be identified as to originator and designated receiver and contain the Agreement name and number;		
	· Document control – tracking of document versions and changes;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
7	· Invoices – all invoices shall be submitted with accompanying backup information as required by the Agreement and consistent with the Authority process and invoicing and auditing policies. The Contractor shall work with the Authority to develop the appropriate invoice and back-up materials as a part of the PMP development. Contractor shall address costs that are netted out from the Contractor’s toll revenue payment to the Authority, for example credit card fees and collections fees and		
	· Submittals – all Submittals shall be delivered as an enclosure to the Contractor's submittal letter. Each Submittal letter shall be limited to a single subject or item. The Contractor's letter shall identify the Agreement number, Agreement name and subject of the Submittal, CDRL name if applicable, and the version number.		
1.3. Coordination			
1.3.1. Coordination with ETTM System Contractor			
	The Contractor shall work with the ETTM System Contractor in the design, implementation and operations of the BOS as well as the management and operation of the CSC. The ETTM System Contractor is responsible for around-the-clock monitoring of the ETTM System and support of operations and operational staff with respect to the ETTM System. The Contractor shall nonetheless be responsible for the timely reporting of any issues or failures it has identified related to the ETTM System to both the ETTM System Contractor and the Authority, and for cooperating with the ETTM System Contractor to resolve the issues as expeditiously as possible.		
8	The Contractor shall report any observed ETTM System anomalies and errors to the ETTM System Contractor via Cases; the Contractor shall track these issues through to timely resolution in coordination with the ETTM System Contractor.		
9	The Contractor shall select the appropriate priority level or level of urgency when reporting ETTM System errors to the ETTM System Contractor based on the levels identified in the Operations Plan. The Contractor shall make best efforts to ensure that critical and high-priority items are quickly and effectively communicated to the ETTM System Contractor within a time period agreed-to in the Operations Plan.		
10	The Contractor shall notify the Authority of all issues and errors identified in the Operations Plan as requiring simultaneous notification to the Authority.		
11	The Contractor shall participate in Coordination and Status meetings with the Authority and the ETTM System Contractor.		
12	The Contractor shall participate in other meetings with the Authority and the ETTM System Contractor.		
1.3.2. Cooperation with Other Contractors and Providers			
13	The Contractor shall cooperate to the fullest extent with other contractors, the Authority, and Third-Party Service Providers to ensure the BOS Implementation and Operations and Maintenance Phase activities do not conflict with, have any detrimental effect, or cause any interruption in capability or service or safety issues to the traveling public, customers, the Authority, other OCTA BOS and CSC Operations or existing OCTA operations.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
14	The Contractor shall cooperate to the fullest extent with external parties in accordance with the terms and conditions of the Agreement, including but not limited to:		
	· employees of the Authority;		
	· designated representatives of the Authority;		
	· Authority legal counsel;		
	· other Interoperable Agencies, states and parties, as directed by the Authority;		
	· all entities that directly access the BOS;		
	· all entities that use or require output from the BOS;		
	· law enforcement;		
15	· auditors and		
	· All Third-Party Service Providers.		
15	The Contractor shall cooperate with and immediately notify the Authority (via Authority -provided distribution list) regarding any issues with or customer complaints related to the BOS or ETTM System that come to Contractor's attention during the course of the Implementation Phase, testing or during the Operations and Maintenance Phase.		
1.4. Project Meetings			
	The Contractor is required to facilitate (plan, lead, coordinate, and report on) or participate in both regularly scheduled and ad-hoc meetings during the course of the Project.		
16	The Contractor shall set up, facilitate and participate in meetings during the Implementation Phase, including but not limited to:		
	· Project reporting and progress meeting (monthly);		
	· Change Control Board meetings (as required, but no less than every two weeks or per the Project Management Plan);		
	· installation coordination meetings (weekly during specific Implementation Phase timeframe) and		
17	· Various workshops, comment review and BOS design meetings as required.		
	The Contractor shall set up, facilitate and participate in meetings during the Operations and Maintenance Phase, including but not limited to:		
	· Weekly project status meetings;		
	· Ad-hoc meetings (as needed);		
	· Change Control Board meetings (as needed);		
	· CSC Operations performance review and operational status meetings (to include review of performance relative to the Performance Measures, Customer Satisfaction Surveys, training schedule, identified BOS issues and other relevant findings);		
17	· BOS performance review and operational status meetings (to include review of performance relative to the Performance Measures, training schedule, Upgrades and Enhancements list, bug list and general status updates) and		
	· Operations and Maintenance Phase meetings shall be structured and scheduled per the Approved Maintenance Plan.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
18	The Contractor shall provide and maintain a schedule for all meetings which it leads.		
19	All meeting locations shall be designated by the Authority.		
20	No less than three (3) Business Days prior to meetings which it leads, the Contractor shall provide a meeting agenda that the Authority can comment on and the Contractor shall then update.		
21	No more than three (3) Business Days after meetings it leads, the Contractor shall submit draft meeting minutes for the Authority's review, which capture the summary of the discussions. No more than two (2) Business Days after receiving the Authority's comments to the meeting minutes, the Contractor shall submit updated meeting minutes for the Authority's review. This process shall continue until the meeting minutes are Approved.		
1.4.1. Project Reporting and Progress Meetings During Implementation Phase			
	Bi-weekly Project reports and progress meetings shall enable the Authority and the Contractor to monitor the status, progress and quality of the Work performed on the Project and to take proactive steps to ensure successful delivery of the Project.		
22	The calendar for meeting days shall be scheduled by the Contractor following the Agreement's Effective Date.		
23	With the meeting agenda submission, the Contractor shall submit a progress report to the Authority. The Authority may review and comment on the progress report prior to the meeting and the Contractor shall update accordingly.		
24	The format of the progress report shall be agreed upon as one of the initial Project tasks upon the Agreement's Effective Date and shall be incorporated by the Contractor into the PMP.		
25	The Contractor shall manage, facilitate and conduct the meetings in accordance with the agreed to format.		
26	The progress report includes but is not limited to:		
	· a summary, outlining progress, status and percentage of Work performed for each task, as compared to planned activities in the Approved Baseline Implementation Schedule. Comments shall be included where appropriate. The summary should be a dashboard-style report and shall identify status of key milestones;		
	· an analysis of all critical path tasks, potential risks associated with the tasks and proposed contingency/work around plans to circumvent or mitigate delays to the Project;		
	· identification of any Approved changes to Approved milestone dates and Approved Baseline Implementation Schedule, clearly noting the details and identifying the Agreement Change;		
	· a discussion of schedule compliance and an updated Baseline Implementation Schedule showing current status against the baseline Approved Baseline Implementation Schedule;		
	· a risk log that tracks the status of all outstanding risks that need decision/resolution;		
	· an updated action items list that tracks the status of all outstanding Deliverables, activities and issues that need decision/resolution;		
· open invoices, if applicable;			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> a list of Approved and pending change requests (Contractor and Authority -initiated) and their status; the previous meeting final minutes and a six (6) week look-ahead schedule. 		
1.5. Quality Assurance Program			
	The Contractor shall establish an effective Quality Assurance (QA) program to ensure compliance with the Agreement. This QA program shall detail the process and procedures instituted by the Contractor to ensure the QA program is in place.		
27	The Contractor shall establish an effective QA program that ensures adequate quality throughout all areas of Agreement performance.		
28	All systems and services under this Agreement, whether performed within the Contractor's facilities or at any other source, shall be managed by the Contractor at all points necessary to ensure conformance to the Requirements of the Agreement.		
29	The QA program shall provide for the prevention and early detection of discrepancies and for timely and positive corrective action.		
30	The QA program shall include effective Quality Control of purchased services and materials and subcontracted Work.		
31	The Contractor shall make evidence of quality conformance readily available to the Authority, and the Authority shall have the right to review and verify the Contractor's compliance to the process. For the Implementation Phase, evidence includes documentation of adherence to testing procedures and achieving expected test results and for the Operations and Maintenance Phase, evidence includes the Monthly Operations Report, results of quality audits and system reports.		
32	The Contractor's Quality Assurance Manager shall lead the team of Contractor's staff to meet all the Requirements related to quality and to assure the Authority that the Work of the Contractor is in accordance with the Quality Plan as defined in Section 4.2.1.		
1.5.1. Control of Purchase			
33	The Contractor shall be responsible for ensuring all systems, supplies, components, developmental tools, assemblies, subassemblies and services procured from Subcontractors, Third-Party Service Providers conform to the Requirements and the Agreement.		
34	The Contractor shall establish procedures for the selection of Third-Party Service Providers in accordance with the Agreement. The Contractor shall ensure the Subcontractors, Third-Party Service Providers control the quality of the supplies and services provided.		
35	The Contractor shall provide all procurement documents to the Authority upon request.		
1.5.2. Visits to Contractor's Facilities			
36	The Authority reserves the right to both unannounced and scheduled visits to all Contractor's facilities and all areas of those facilities where Software development/support and services related to the BOS and CSC Operations are performed.		
1.6. Baseline Implementation Schedule and Contract Deliverables Requirements List (CDRL)			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Approved Baseline Implementation Schedule (also referred to as “the Schedule” below) is a comprehensive list of Project milestones, activities and Deliverables, with planned start and finish dates, including a detailed Work Breakdown Structure (WBS) that identifies Project tasks down to the Work package level and the activities required to complete the Work package Deliverables. The Contract Deliverables Requirement List (CDRL) (Section 10) is used with the schedule to track the Project Deliverables.		
37	The Contractor shall provide and maintain a detailed Baseline Implementation Schedule in Microsoft Project format (Project 2016 or above and include backward compatibility with earlier versions as required by the Authority) that lists all Project activities, tasks and sub-tasks, and sub-phases including but not limited to:		
	· staffing;		
	· key intersection points/dependencies with the ETTM System Contractor;		
	· document development;		
	· any required improvements to CSC and WIC Sites;		
	· fit-out/installation (including communications infrastructure installation) at CSC and WIC facilities;		
	· training;		
	· mobilization;		
· BOS and operations Go-Live and			
	· all ongoing Project activities throughout the Implementation Phase, such as scheduled meetings and their frequency/periodicity.		
38	The Schedule shall include the milestone dates shown in RFP Exhibit C as modified and Approved per the Agreement.		
39	The Schedule shall also include coordination activities with the Authority, other contractors, and all Third-Party Service Providers and shall clearly document all coordination tasks.		
40	Upon Approval of the Baseline Implementation Schedule by the Authority, the schedule shall become the Approved Baseline Implementation Schedule.		
41	The Schedule shall identify all milestones and tasks, starting with the Agreement’s Effective Date through the BOS Acceptance.		
42	The Schedule shall be resource loaded, shall include all draft submissions and review cycles and shall include all tasks required of the Authority. All Authority tasks and durations shall be clearly highlighted and differentiated from Contractor tasks.		
43	The Schedule shall identify all critical path tasks and shall be used to manage the Project.		
44	Once the Baseline Implementation Schedule is Approved, the Contractor shall update progress against the Approved Baseline Implementation Schedule on a monthly basis, showing percent complete for all Project tasks and identifying actual start and finish dates against the Approved Baseline Implementation Schedule.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
45	The Contractor shall use the Approved Baseline Implementation Schedule throughout the duration of the Project and shall notify the Authority of any anticipated schedule changes along with a plan for mitigating them, if applicable.		
46	The Contractor shall obtain Approval from the Authority for all changes to the Approved Baseline Implementation Schedule. No revisions shall be considered Approved or accepted without this Approval in writing.		
47	In parallel and concurrent with the Schedule, the Contractor shall report and track the status of all Contractor Deliverables via a separate CDRL that lists delivery dates (planned and actual), review cycles, workshops (if applicable), comment review meetings and Approval dates.		
2. Staffing and Key Team Personnel			
	The Contractor is responsible for maintaining and assigning a sufficient number of competent and qualified professionals to meet the Requirements of the Agreement in accordance with the Approved Baseline Implementation Schedule.		
2.1. General Staffing Requirements			
48	The Contractor shall provide staff at all times sufficient to meet the Project Requirements.		
49	The Contractor shall provide all staff and services to professionally operate the CSC and provide professional customer service in accordance with the procedures and policies documented in the Operations Plan, SOPs, and the Requirements. Staff shall include all management, supervisory, financial, technical, and operations personnel.		
50	The Contractor shall ensure Key Team Personnel are readily accessible to the Authority during the Implementation and Operations and Maintenance Phases.		
51	The Contractor shall submit replacement requests for Key Team Personnel to the Authority for review and Approval prior to replacement of an individual. Key Team Personnel shall not be replaced without the prior Approval of the Authority as to the replacement.		
52	The Authority shall have the right to request replacement of any Contractor personnel in accordance with the terms and conditions of the Agreement.		
53	The Contractor shall replace Key Team Personnel immediately with an acting replacement after the position is empty. Failure to promptly replace open Key Team Personnel positions with a full-time replacement shall result in penalties as described within the Agreement and/or Performance Measures.		
54	The Contractor shall provide a staffing plan for the Operations and Maintenance Phase ninety (90) days before Go-Live.		
55	The Contractor shall ensure all personnel are trained and conduct themselves in a professional manner that is based upon the best practices of customer service. The Contractor's employee code of conduct shall be included in the Operations Plan.		
56	The Contractor shall provide, update and maintain a complete organizational chart during both the Implementation Phase and Operations and Maintenance Phases and provide to the Authority upon request.		
2.2. Key Team Personnel			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
57	The Contractor shall provide the following Key Team Personnel for this Project, shown Table 2-1: Key Team Personnel, subject to the Approval of the Authority. The list in Table 2-1 is not an exhaustive list of key personnel, but the minimum required Key Team Personnel to be included in the Contractor's organizational structure.		
58	The Contractor shall attempt to fill Key Team Personnel positions with the minimum experience provided in Table 2-1: Key Team Personnel. The Authority will use the experience levels provided in assessing and Approving Key Team Personnel.		
2.3. Other Required Personnel			
	In addition to the Key Team Personnel list in Section 2.2, the Contractor must provide adequate staff to perform the Requirements. This includes, but is not limited to, the following dedicated staff:		
	· Human Resources Manager;		
	· Training Manager;		
	· Desktop Support Personnel and		
	· Data Analytics Specialist.		
59	The Contractor shall provide a Human Resources Manager, with at least five (5) years' experience as a Human Resource Manager on projects of a similar scope to this Project, responsible for all Project personnel. Responsible for human resources management during the Operations and Maintenance Phase.		
60	The Contractor shall provide a Training Manager, with at least five (5) years' experience in customer service, responsible for providing assessments, planning, developing, delivering and evaluating employee training.		
61	The Contractor shall provide On-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.		
62	The Contractor shall provide a Data Analytics Specialist for the duration of the Agreement to assist the Authority in formatting queries and running analytics reports on its behalf.		
2.4. Staff Selection Requirements			
	The Contractor shall screen all candidates for potential employment at the CSC. Screening and the subsequent decision to hire shall be based upon fair, equitable and job-related criteria. Additional screening may be required for the Contractor's operation's staff prior to promotion or transfer to job roles with increased access to sensitive or critical information.		
	The level of background investigation required shall be dependent upon job function (for example, a receptionist who has limited access to customer and financial information shall require a lower level of investigation than a clerk in the finance department who may have access to customer and financial information).		
	All Contractor employees shall undergo screening, including but is not limited to:		
	· business/personal references;		
	· illegal substance screening;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
63	· past employment history;		
	· education verification;		
	· financial credit history;		
	· professional license and certification verification;		
	· military service verification;		
	· criminal records including misdemeanor and felony convictions and		
	· I-9 immigration status.		
64	The Contractor shall comply with all applicable laws and regulations related to operating and staffing the CSC, including but not limited to:		
	· Americans with Disabilities Act (ADA);		
	· Occupational Safety and Health Act (OSHA);		
	· Equal Employment Opportunity Commission (EEOC);		
	· Federal Fair Credit Reporting Act (FCRA);		
	· Drivers Privacy Protection Act - 18 US Code, Section 2721 (DPPA);		
	· California State statute regarding protection of Personal Identifying Information (PII) and Security Standards.		
65	The Contractor, when conducting background investigations, shall consider and take into account the following:		
	· name search - married name, previous names, aliases and		
	· investigations must be completed and reviewed by the Contractor prior to the employee beginning work.		
66	The Contractor shall maintain hardcopy and electronic, as applicable, backup documentation on-site for all background checks.		
67	The Contractor shall maintain records of adjudication and hiring decisions on each candidate interviewed or considered for a position.		
68	All staff shall understand, read, write and speak English fluently and shall be U.S. citizens or otherwise legally permitted to work in the U.S.		
69	The Contractor shall provide for bilingual (Spanish) customer service staff to support Spanish-speaking customers who call or visit during all business hours.		
3.	System Development and Design Requirements		
3.1.	System Development Meetings and Workshops		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	To ensure the design Requirements for the BOS are fully understood by the Authority and the Contractor, a series of Requirements and design review steps are specified following a sequential design process. The Conformed Statement of Work Requirements Document (CSWRD) is developed in coordination with the Authority and the Contractor, upon selection of the Contractor. The CSWRD shall be the basis for the Contractor to develop a Requirements Traceability Matrix (RTM). The RTM details the Requirements in tabular format with columns that allow for verification that each of the Requirements in the CSWRD have been addressed in the design and documented in the System Detailed Design Document (SDDD) and the Master Test Plan (MTP) and its test procedures. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.		
	The ETTM System Contractor shall attend meetings and workshops as required and at the Authority's discretion based on the meeting content.		
70	The Contractor shall establish and maintain a Software design and development program to ensure compliance with the BOS Requirements.		
71	The Contractor shall employ appropriate techniques and methodologies to develop the BOS Requirements and ensure compliance with the Business Rules for the Project.		
72	The Contractor shall, for all Phase II and optional (if applicable) functionality, follow the design, development and test process that mimics the Approved Implementation Phase Software design, development and testing process.		
73	Prior to conducting any workshops, Requirements reviews, focus group meetings or design reviews, the Contractor shall develop all necessary documentation for the Authority to review and shall submit the documentation for review no less than ten (10) Business Days prior to such meetings.		
3.2. Business Rules Workshops			
	The Contractor shall conduct a series of Business Rules workshops with the Authority to address the Business Rules document with any information required by the Contractor to design, develop and configure the BOS or operations related documentation and processes.		
74	The Contractor shall manage, facilitate and conduct Business Rules review workshops with the Authority to discuss, update and modify the Business Rules to accommodate the implementation of the BOS and CSC Operations.		
75	The Business Rules review workshops shall include Contractor and Authority staff with expertise on the current and future business operations.		
76	The Contractor shall facilitate and conduct a minimum of three Business Rules workshops.		
77	The workshops shall continue until the Business Rules are updated to the satisfaction of both the Contractor and the Authority.		
3.3. Software Walkthroughs			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The intent of the Software walkthrough is to provide transparency into the planning process for the Contractor's Software development to ensure the Contractor is on track to deliver the Project on schedule and to obtain the Authority's feedback on the direction of the development prior to the full rollout of the Software. Lastly it allows the Authority to observe the BOS in operation. Unlike Software detailed design reviews, these walkthroughs shall demonstrate actual transactions/trips in a test environment. As part of the walkthrough process, the Contractor shall validate all Requirements and ensure Contractor's understanding of the Requirements.		
78	The Contractor shall manage, facilitate and conduct the walkthroughs.		
79	The Contractor shall conduct a series of Software walkthroughs including product demonstrations and/or planned functionality to solicit input from the Authority during the development of the BOS Software. The Contractor will segment each meeting by functional area and schedule each walkthrough meeting to align with the participants' availability.		
80	Prior to the Software walkthrough the Contractor shall provide a listing of the functionality that will be covered, high-level use cases do be demonstrated and identify all Requirements that need clarification and discussion.		
81	During the Software walkthroughs, the Contractor shall outline and demonstrate how the BOS Requirements will be met. The outcome of these meetings shall be documented in a revised RTM document.		
82	Prior to the Software walkthrough, the Contractor shall develop and submit high-level use cases that shall be demonstrated to the Authority for review and Approval.		
83	To the extent possible, the product shall be demonstrated in an environment that allows data to flow as it will in the final integrated BOS.		
84	The Software walkthrough shall demonstrate to the Authority that the Software design meets the technical and functional Requirements.		
85	Comments and feedback provided during the Software walkthrough shall be documented and resolved by the Contractor and the resolution shall be Approved by the Authority.		
86	The Contractor shall be responsible for identifying and correcting any Software issues or defects in its design or product that impact the Contractor's ability to deliver a BOS that meets the Requirements. This shall apply to issues or defects found during or after Software walkthrough or in the subsequent testing and implementation. Any such changes to address these issues shall be Approved by the Authority in writing.		
3.4.	Reports Design Workshops		
	The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the BOS reports required by the Authority.		
87	The Contractor shall manage, facilitate and conduct a minimum of three (3) reports design workshops.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
88	The reports design process shall be iterative, and the Contractor shall conduct multiple workshops with the Authority's stakeholders sufficient to obtain the Authority's informed input. The Contractor shall bring its subject matter experts (SMEs) to the workshops, including as example, BOS, operations, Maintenance and finance/accounting staff, as appropriate for the report type(s) being reviewed during the meeting.		
89	SMEs must provide a means for fully explaining each report, its intended purpose, columns, fields and components and its connection with other reconciling and validating reports.		
90	The Contractor shall trace the reports to the Requirements and demonstrate that all Requirements are satisfied.		
91	Upon receiving feedback from the Authority, the Contractor shall develop/modify the reports and submit the updated reports for review.		
92	The iterative series of workshops and demonstrations shall continue until the purpose, layout and content of all reports are Approved by the Authority.		
3.5. Performance Measures Reporting Workshops			
	The Contractor shall conduct a series of workshops with the Authority to facilitate the design of the Performance Measures reports.		
93	Within the first three (3) months after the Agreement's Effective Date or at another date Approved by the Authority, subject to reasonable advance notice, the Contractor shall conduct a series of Performance Measures reporting workshops with the Authority. This will allow the Contractor and the Authority to understand how the Performance Measures-related data will be captured and reported once the Operations and Maintenance Phase has commenced. During these workshops, the Contractor and the Authority shall discuss the Performance Measures and the associated reporting. These workshops shall allow the Contractor to specify and gain initial Approval (subject to formal testing) on how the Performance Measures-related data will be captured and to accurately reported during the Operations and Maintenance Phase.		
3.6. System Detailed Design Review Meetings and Workshops			
	Based on the RTM, Operations Plan, SOPs and Business Rules documents, the Contractor shall design the BOS and submit a preliminary design document for the Authority to review and provide comments. The Contractor shall then conduct a series of design meetings, walk-throughs and workshops with the Authority to address the comments and to create the SDDD, defining how the design shall meet the BOS Requirements. Upon the submittal of an updated SDDD another review cycle shall take place.		
94	The Business Rules document, Operations Plan, SOPs, and the RTM shall be used to develop the System design and the SDDD.		
95	The Contractor shall schedule design meetings with the Authority to review and fully understand the design Requirements.		
96	The Contractor shall manage, facilitate and conduct the workshops and meetings.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
97	The Contractor shall demonstrate pre-production working products (such as beta versions) during the design review process, and stakeholders shall be walked through the workflow, utilizing screens and data flow diagrams.		
98	The Contractor shall explain how the BOS design meets the RTM, the Business Rules and the Agreement Requirements.		
99	The Contractor shall conduct as many meetings, workshops, and submission review cycles as deemed necessary by the Authority to address all design issues to the Authority's satisfaction.		
3.7. Use Cases Workshops			
	The Contractor shall conduct a series of use-case workshops with the Authority to develop use cases. The outcome of these meetings shall be a series of use-case documents that shall be used in conjunction with the Business Rules and test procedures to validate the Requirements.		
100	The Contractor shall manage, facilitate and conduct a minimum of three (3) use-case workshops with the Authority to develop the use cases that shall be used in conjunction with test procedures to validate that all BOS Requirements have been met.		
101	The use-cases (and associated test-cases) shall be traced against the Requirements within the RTM.		
102	The iterative series of workshops and demonstrations shall continue until the above use-case Requirements are satisfied and the use cases are Approved by the Authority.		
4. Documentation			
	The Contractor is required to provide various documents to support the BOS development and ongoing operations and Maintenance. All documentation provided under this Agreement shall meet the Requirements described below.		
	An online Contractor-provided Electronic Document Management System (EDMS) will be provided for the Authority's use. The EDMS will control the saving, versioning and storage of all Project-related documents, including the Contractor's Deliverables and other operations support documentation provided by the Contractor that must be available to the Project team. The Contractor shall save all Contractor Deliverables and other support documentation to the EDMS.		
4.1. Contractor-Developed Documentation Requirements			
103	The Contractor shall utilize a Contractor-provided EDMS that is accessible to the Project team by username and password, to control all Project-related documents from first submission to Approval.		
104	All Project documents submitted under this Agreement shall be available to all authorized Project team members using the EDMS during both the Implementation and Operations and Maintenance Phases.		
105	Each document shall be properly titled, date updated, numbered by revision, revision history, and version and shall incorporate signature blocks for authorship and Approvals. The Contractor shall provide a logical indexing system for ease of access for the Authority's Approval to be used to locate documents in the EDMS.		
106	The Contractor shall utilize acceptable standards agreed upon by the Contractor and the Authority when updating documents and submitting revisions.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
107	All documentation submitted by the Contractor under this Agreement shall be accurate and comply with Agreement Requirements.		
108	A table of contents, for all documentation that includes multiple pages and/or multiple sections, shall be submitted by the Contractor to the Authority for review and comment prior to the submission of the preliminary draft as part of the Deliverables Expectation Document. The Authority will review and provide comment on table of contents Submittals within five (5) Business Days.		
109	The Deliverables Expectation Document shall include all subsections and a summary narrative for each section describing the assumptions and approach.		
110	The Contractor shall submit preliminary draft and final draft documents to the Authority for review and comment, followed by 100 percent complete documents that incorporate all the Authority's review comments.		
111	The Authority shall have the right to require additional interim drafts from the Contractor at no additional cost should the documentation submitted not be of adequate quality, have missing or incorrect information or if it does not satisfactorily address the Authority's review comments.		
112	The Authority shall review and Approve all documents submitted. For documents containing less than 100 pages, the Authority will review and provide comment on preliminary draft documents within fifteen (15) Business Days. For documents containing at least 100 pages, the Authority will review and provide comment on preliminary draft documents within twenty-five (25) Business Days. The Authority shall review and provide comment on all final draft and final documents within ten (10) Business Days. When multiple documents are submitted to the Authority simultaneously, or within one week of each other, the number of Business Days required for review shall be doubled.		
113	The Contractor shall provide a Customer Review Form (CRF) with each submitted document. The Authority shall populate the CRF and provide the Contractor with written comments on all submitted documents. The Contractor shall respond in writing to all comments through the CRF. The Contractor may schedule and conduct meetings to clarify and resolve any remaining questions and issues concerning the comments and responses provided. The Contractor shall then prepare a revised version of the document for Approval by the Authority.		
114	The Contractor shall submit a hard copy and the electronic version of all Contractor developed documentation for Authority review and Approval unless otherwise directed by the Authority. Acceptable electronic formats are Microsoft Word 2016 (or higher), unsecured and indexed Portable Document Format (PDF), Excel (as appropriate) and professional CAD applications for Contractor-prepared documentation.		
115	The Contractor shall update documentation as changes occur through the Implementation Phase and the Operations and Maintenance Phase. All changes shall be submitted to the Authority for Approval. The Contractor shall maintain a document Submittals list on the EDMS identifying all versions of documents, the date submitted, the nature of changes and identify what the changes are within the documentation.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
116	All documentation submitted by the Contractor under this Agreement shall be the property of the Authority and shall not be marked with "Proprietary" unless agreed to by the Authority.		
4.2. Documents			
4.2.1. Quality Plan			
	The Quality Plan will include details about how the Contractor will plan and implement the QA program, how to address errors (quality-related events) and how to make improvements before an error occurs (continuous quality improvement). The Quality Plan will address all phases and Work.		
117	The Contractor shall develop a CSC Operations Quality Plan that details the Contractor's QA program in a concise manner customized to this Project.		
118	The Quality Plan shall include the Contractor's QA approach related to overall project management and controls, including but not limited to:		
	· quality management and organizational structure;		
	· project management;		
	· project controls;		
	· project documentation and updates and · project scheduling.		
119	The Quality Plan shall include the Contractor's QA approach related to BOS design and development, operation, Software Maintenance and BOS administration, including but not limited to:		
	· overall design;		
	· Software development, initial and on-going;		
	· Software development standards and documentation;		
	· testing;		
	· adherence to Security Standards;		
	· installation;		
	· quality management of all BOS created customer communications and Notifications;		
	· adherence to Performance Measures;		
	· configuration management; · change management;		
· monitoring and administration and · BOS installation and operational mobilization.			
120	The Quality Plan shall include the Contractor's QA approach related to CSC Operations, including but not limited to:		
	· quality management of every CSC Operations function;		
	· ongoing Customer Satisfaction Surveying and how the tool and information will be used;		
	· customer service quality improvements;		
	· adherence to Security Standards; · quality management and organizational structure; · quality management documentation;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> Contractor's quarterly audit; all State and Federal audits per the Agreement; all required and Authority led audits; quality review and verification; adherence to Performance Measures and CSC initial and on-going staffing. 		
4.2.2. Software Development Plan			
121	The Contractor shall develop and submit a Software Development Plan (SDP) that includes but is not limited to:		
	<ul style="list-style-type: none"> documentation of the Software development approach to the application structure, behavior, architecture, business processes and data structures; 		
	<ul style="list-style-type: none"> Software development organizational chart, including resources and responsibilities, such as Software developers (by area of development), system engineers, test engineers, Quality Assurance and Quality Control personnel, configuration management administrator, documentation specialists and management staff; 		
	<ul style="list-style-type: none"> Software development languages, development platforms and standards; 		
	<ul style="list-style-type: none"> Software development methodology, such as use cases, modeling and other development tools; 		
	<ul style="list-style-type: none"> management and control of Software versioning and major releases; 		
	<ul style="list-style-type: none"> description of the Software development life-cycle and Maintenance; 		
	<ul style="list-style-type: none"> location and approach to segregation of development and testing environments; 		
	<ul style="list-style-type: none"> development problem reporting and defect tracking; 		
	<ul style="list-style-type: none"> code reviews; 		
	<ul style="list-style-type: none"> internal testing methodology; 		
	<ul style="list-style-type: none"> regression testing; 		
	<ul style="list-style-type: none"> Software development language strategy related to both development and Software Maintenance; 		
	<ul style="list-style-type: none"> development and integration approach for the major functional Modules; 		
	<ul style="list-style-type: none"> detailed Software Quality Control processes; 		
	<ul style="list-style-type: none"> Software documentation, standardization, review and usability; 		
<ul style="list-style-type: none"> samples of detailed Software documentation for both external and in-line documentation; 			
<ul style="list-style-type: none"> Software configuration and change management approach and standards and 			
<ul style="list-style-type: none"> Software deployment approach, release notes and validation. 			
4.2.3. Requirements Traceability Matrix			
	The RTM provides traceability between Requirements and BOS functionality in a matrix format. The RTM shall be the basis for all design, development and testing efforts and documentation to be developed by the Contractor.		
122	Upon completion of the BOS Requirements review process the Contractor shall deliver a RTM that details all the technical and functional Requirements for the BOS.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
123	The Contractor shall develop and submit an RTM that identifies each Requirement and where it is addressed in the design documents, use cases and test cases, including but not limited to:		
	· listing and multiple levels of categorization (e.g., functional, Interfaces, Modules, etc.) of all Requirements;		
	· identification of the source of all Requirements;		
	· identification of the design section of the SDDD that addresses the Requirement;		
	· identification of the test procedures that address the Requirement;		
	· Identification of the test method to validate the Requirement (e.g., via inspection, demonstration, analysis, test) and		
	· identification of the Business Rules associated with each Requirement.		
124	The RTM shall build on the specifications documented in the CSWRD and shall capture all user needs identified during the Requirements review process.		
125	During the design and development of the BOS, the Contractor shall update the RTM to reflect any changes to the Requirements and Requirements tracing that have been Approved by the Authority through the Project's change control management process.		
126	During design and testing, the RTM shall be used to verify the compliance to the Requirements, use cases and test cases.		
127	Upon Approval of the RTM, it shall be the basis for functional verification of design, development and testing.		
4.2.4. System Detailed Design Document (SDDD)			
128	The Contractor shall develop and submit an SDDD that describes the design specifications of all Hardware and Software provided as part of the BOS to meet the Approved Agreement Requirements. The SDDD shall demonstrate that the Contractor understands the functional, technical and Performance Measures of the BOS and has the processes, system and Software design in place to provide a high-quality and reliable product that meets the Requirements.		
129	The SDDD shall be written in accordance with the Quality Plan as defined in Section 4.2.1.		
130	The SDDD shall comply with data retention Requirements set forth in the Security Standards and Section 4.2.17 Records.		
131	The SDDD shall include the use of diagrams, figures and tables, and it shall apply to all required environments, Contractor-provided systems, and Software to be used by the Contractor, all Interfaces and all Third-Party Service Providers.		
132	The Contractor shall work with the Authority's marketing department in developing the Self-Service Website navigation and look and feel.		
	The SDDD shall include but not be limited to:		
	· logical BOS diagrams for all environments that identify all subsystems, components, connections and Interfaces;		
	· physical BOS architecture diagrams for all environments that identify all sites, Equipment and network layout diagrams;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
133	· telephony, IVR and ACD system flow diagrams, including call routing options;		
	· high system availability design for all BOS components, including servers, storage, network, database and application;		
	· detailed desktop computer Hardware, Software and peripheral configurations;		
	· access/identity security methodology;		
	· network sizing and design details including IP scheme;		
	· complete bill of materials, including Hardware, Software and support/Maintenance agreements;		
	· specification sheets for all Equipment including space and power requirements;		
	· Disaster Recovery and Business Continuity design, including network impacts;		
	· detailed database design, schema and entity relationship modeling, including transaction and file sizing and processing calculations;		
	· detailed database data dictionary;		
	· detailed data management design and processes, including summarizations, archiving and purging;		
	· all documentation required under PCI and PII and to document conformance with the Security Standards;		
	· Interface Control Documents (ICDs) for all external Interfaces and file upload functionality documenting both sides of the Interface;		
	· detailed Software architecture, internal software component interfaces, logic and process flows;		
	· detailed transactional and Violation processing logic and flow;		
	· detailed financial processing logic and flow, including interface and mapping to the Authority's financial applications;		
	· Self-Service Mobile Application (Phase II and optional) flow diagram;		
	· Self-Service Website site map;		
· application performance monitoring design;			
· all GUIs (including reports and screen formats);			
· format of all correspondence for all channels and			
· account management design and account types.			
4.2.5. Master Test Plan (MTP)			
	The Contractor shall develop and submit a comprehensive testing plan that describes the different test phases, the Contractor's testing concepts and approach and the administration of each test. The Master Test Plan (MTP) outlines the scope and testing concepts to be used to validate the BOS compliance to the Requirements, including integration to the ETTM System, external entities and Interoperable Agencies, and compliance to all Business Rules and Security Standards.		
134	The Contractor shall provide an MTP for the Authority's Approval that details the testing methodology utilized by the Contractor to demonstrate the BOS satisfies all Requirements.		
	The MTP shall cover all aspects of the BOS testing and shall describe all test phases, scope and procedures to validate the BOS compliance to the Requirements, including but not limited to:		
	· overall approach to testing, including tools and automation;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
135	· approach to using use cases and test cases to validate all Requirements;		
	· approach to entry and exit criteria;		
	· approach/methodology to pass/fail criteria;		
	· approach to the severity and priority descriptions and levels for each test;		
	· approach to defect tracking; reported; resolution, and regression testing, including tools used to document defects;		
	· approach for each test phase including purpose, scope, system environment, duration location, and resources;		
	· methodology for testing the Requirements and sample size for each phase of testing;		
	· approach for how data sets for each test are created including data needed to simulate logical days and cycles;		
	· approach to validating BOS Requirements through the testing methodology;		
	· approach to validating Performance Measures;		
	· approach to validating all reporting Requirements;		
	· approach to end-to-end testing, validation and reconciliation;		
	· approach to validating BOS monitoring, logging, access, Performance Management and Monitoring System (PMMS) Requirements;		
	· approach to testing, compliance to standards, correction of defects and Software release;		
	· end-to-end testing to ensure processes, transactions/trips and their interaction are tested through their final stages or disposition;		
	· Interface testing to ETTM System, Interoperable Agencies and Third-Party Service Providers;		
	· Security Standards;		
	· financial activity and reconciliation;		
· redundancy/failover aspects;			
· DR aspects and			
· cross-channel testing to ensure testing is not only performed for each Interface (such as, Self-Service Website, Self-Service Mobile Application (Phase II and optional), and IVR) individually, but also that testing is performed across each Interface to ensure consistent presentation and processing.			
4.2.6. Individual Test Plan and Test Procedures			
	The Contractor shall develop and submit individual test plans that describe the required test phases, the Contractor's testing concepts and approach for the administration of each test defined later in these Requirements. The individual test plans will provide detailed documentation of the individual testing plan and procedures.		
136	The Contractor shall provide a separate detailed test plan for the Authority's Approval for each testing phase outlined in the Requirements and MTP, including:		
	· Unit Test Plan;		
	· System Integration Test Plan;		
	· User Acceptance Test Plan;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> On-site Installation and Commissioning Test Plan and Operational and Acceptance Test Plan. 		
137	The Contractor shall provide a detailed test plan, including but not limited to:		
	<ul style="list-style-type: none"> test agenda including location, dates, meetings, testers, observers and attendees; 		
	<ul style="list-style-type: none"> test scripts for manual and automated tests; 		
	<ul style="list-style-type: none"> detailed use cases and test cases mapped to the RTM for all testing; 		
	<ul style="list-style-type: none"> test entry and exit criteria; 		
	<ul style="list-style-type: none"> test preparation; 		
	<ul style="list-style-type: none"> description of process for ensuring quality of testing and documentation; 		
	<ul style="list-style-type: none"> test data creation process and description of the environment used and Software versioning. 		
138	The Contractor shall provide use cases and test cases for Authority Approval for each testing phase outlined in the RTM, including but not limited to:		
	<ul style="list-style-type: none"> use case/test case ID; 		
	<ul style="list-style-type: none"> use case/test case description; 		
	<ul style="list-style-type: none"> mapped Requirements and Business Rules; 		
	<ul style="list-style-type: none"> assumptions: 		
	<ul style="list-style-type: none"> test data (variables and their values); 		
	<ul style="list-style-type: none"> steps to be executed; 		
	<ul style="list-style-type: none"> expected results; 		
	<ul style="list-style-type: none"> pass/fail criteria; 		
	<ul style="list-style-type: none"> space to document actual results and space for comments. 		
4.2.7. Implementation Plan and Related Documentation			
	The Contractor shall develop and submit an Implementation Plan and related documentation that identifies its approach that covers the major elements of the implementation, including coordination with the Authority's ETTM System Contractor, Third-Party Service Providers and others.		
139	The Contractor shall develop and submit the Implementation Plan that documents all implementation related activities for the Project for Authority's review in accordance with the Approved Baseline Implementation Schedule.		
140	The Implementation Plan shall define all elements of implementation, including but not limited to:		
	<ul style="list-style-type: none"> the detailed implementation schedule, detailing all activities for the implementation of the BOS, including coordination with ETTM System Contractor, Third-Party Service Providers and others as required. Once the implementation schedule is Approved by the Authority, the Contractor shall submit to the Authority updates during the implementation period(s) identifying any proposed implementation schedule changes and Work progress in the form of percentage completions; 		
	<ul style="list-style-type: none"> resource allocation Requirements for all implementation period(s); procurement and installation of the communications network; 		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> Quality Control, Quality Assurance, inspection and testing processes; special or unique implementation Requirements; an organization chart with contact information, roles and responsibilities and includes ETTM System Contractor, Third-Party Service Providers and others as required and Go-Live checklist. 		
141	The Contractor shall develop and submit to the Authority a full size (24" by 36") set of drawings with installation notes, providing sufficient and accurate detail of all systems and network layouts at all facilities that have BOS Equipment.		
4.2.8. Disaster Recovery Plan			
	The Disaster Recovery Plan (DRP) is a comprehensive, documented statement of actions to be taken before, during and after a disaster to protect and recover the information technology data, assets and facilities of the BOS.		
142	The Contractor shall develop, test, and submit a Disaster Recovery Plan (DRP) and subsequent Disaster Recovery procedures that describe the approach, as well as procedures to take place in the event of a disaster for the BOS.		
143	The DRP shall document the Contractor's approach to and planning for recovering from a disaster, including but not limited to:		
	<ul style="list-style-type: none"> define what constitutes disaster, associated risks and severity levels and timeframes to address (e.g., earthquake, flood, electrical outage, general loss of access to building, etc.); 		
	<ul style="list-style-type: none"> mitigation of disaster risks; 		
	<ul style="list-style-type: none"> preparations in the event of a disaster; 		
	<ul style="list-style-type: none"> organization chart illustrating Disaster Recovery team members, roles and responsibilities; 		
	<ul style="list-style-type: none"> notification contact list, including contact information; 		
	<ul style="list-style-type: none"> notification protocol; 		
	<ul style="list-style-type: none"> sites and Equipment for Disaster Recovery, presented in a diagram format; 		
	<ul style="list-style-type: none"> Disaster Recovery process initiation and completion checklist; 		
	<ul style="list-style-type: none"> coordination with the ETTM System Contractor and all Third-Party Service Providers; 		
	<ul style="list-style-type: none"> Software, system and data replication processes; 		
<ul style="list-style-type: none"> detailed logistical processes for activation of Disaster Recovery site and systems; 			
<ul style="list-style-type: none"> detailed technical processes for activation of Disaster Recovery site and systems; 			
<ul style="list-style-type: none"> detailed operational functions for activation of Disaster Recovery site and 			
<ul style="list-style-type: none"> detailed technical processes for reactivation of primary site (or moving to a new primary site if the original primary site is destroyed) for systems and coordination with Authority's operations. 			
144	The DR shall include the following BOS information, including but not be limited to:		
	<ul style="list-style-type: none"> Recovery Point Objective (RPO): maximum acceptable amount of data loss for all critical BOS services after an unplanned data-loss incident; 		
	<ul style="list-style-type: none"> Recovery Time Objective (RTO): maximum acceptable amount of time for restoring a critical BOS services and regaining access to data after an unplanned disruption; 		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> Level of Service (LOS): the combination of throughput and functionality required to sustain BOS business operations and detailed description of how site and BOS security shall be maintained to ensure continued compliance with the Security Standards. 		
145	The DRP shall be tested and updated by the Contractor annually.		
4.2.9. Business Continuity Plan			
	The Business Continuity Plan (BCP) is a comprehensive, documented statement of strategy, as well as the planning, actions and processes that allows the Authority to continue BOS and CSC Operations after experiencing a disruptive event.		
146	The Contractor shall develop, test, and submit a Business Continuity Plan (BCP) that details the Contractor's approach to accommodating the staffing capabilities, furnishings, Equipment, systems, network, applications and data components required to ensure the continuity and resumption and continuity of critical BOS processes.		
147	The Contractor shall be responsible for providing a high-level plan for restoring CSC Operations in the event that facilities become unavailable; however, the plan shall not result in any costs to the Authority for pre-staging of Equipment and personnel.		
148	The Contractor shall be responsible for providing a detailed plan for restoring CSC Operations in the event that all or part of the CSC staff are directed by the Contractor or the Authority to work-at-home. For example, during an event similar to the COVID-19 outbreak.		
149	Changes to the operations BCP shall be reflected in the BCP within thirty (30) Calendar Days of Approval. The Contractor shall distribute, train and educate the operations staff on the BCP.		
4.2.10. BOS Installation Plan			
	The BOS Installation Plan will be used by the Contractor to successfully install and prepare the BOS for testing and eventual Go-Live.		
150	The Contractor shall coordinate with the Authority, Third-Party Service Providers, and the ETTM System Contractor to develop and provide a detailed BOS Installation Plan, subject to Approval by the Authority that identifies all aspects of BOS installation and start-up of all activities and systems associated with the testing and implementation of the BOS in accordance with the Security Standards.		
151	The BOS Installation Plan shall incorporate all aspects of the BOS installation, start-up and Go-Live, including but not limited to:		
	<ul style="list-style-type: none"> approach to installing the BOS, including network Equipment; CSC Equipment and Desktop Environments; 		
	<ul style="list-style-type: none"> communication procedures; 		
	<ul style="list-style-type: none"> BOS licensing; 		
	<ul style="list-style-type: none"> website static content; 		
	<ul style="list-style-type: none"> phone numbers; 		
	<ul style="list-style-type: none"> BOS access control; 		
	<ul style="list-style-type: none"> network addresses; 		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· mapping of all start-up activities;		
	· approach to compliance with Security Standards during installation and testing;		
	· coordination and Interface testing and start-up activities required with the ETTM System Contractor, and Third-Party Service Providers;		
	· approach to achieving commencement of Ramp-up/Customer Services;		
	· acquisition and implementation of domain names and URLs;		
	· installation team organizational structure, roles and responsibilities and		
	· other activities required for the Go-Live from a system standpoint.		
152	The BOS Installation Plan shall describe the approach to testing support, including but not limited to:		
	· approach to the iterative and repetitive testing phases;		
	· within each testing phase the approach to resetting account balances, advancing aging and other system administration activities necessary to support repetitive testing and		
	· within each testing phase the approach to establishing required Interfaces.		
4.2.11. CSC Operations and Facility Mobilization Plan			
	The CSC Operations and Facility Mobilization Plan shall be developed by the Contractor and shall include an explanation of how the Contractor will manage CSC and CSC facility mobilization.		
153	The Contractor shall coordinate with the Authority to develop a detailed CSC Operations and Facility Mobilization Plan that identifies and plans for all activities, data and Authority-owned materials associated with the mobilization of the CSC, as well as all aspects of design and coordination of the CSC and WIC facility.		
154	The CSC Operations and Facility Mobilization Plan shall include how the Contractor will stage new operations for testing and Go-Live.		
155	The CSC Operations and Facility Mobilization Plan shall address how and where the Contractor will train the staff without disrupting current operations.		
156	The CSC Operations and Facility Mobilization Plan shall incorporate all aspects of the CSC Mobilization, including but not limited to:		
	· pre-Go-Live account creation and transponder delivery;		
	· transponder inventory;		
	· Violation work;		
	· all printed customer collateral;		
	· hardcopy documentation;		
	· softcopy information owned by the Authority;		
	· mobilization of CSC facilities;		
	· post office boxes;		
	· Postage meters;		
	· phone numbers;		
· staffing for testing;			
· staffing for initial pre-Go-Live marketing period;			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> · staffing for initial Go-Live; · security personnel as required by Contractor; · administration of CCTV surveillance and physical security systems; · service contracts; · training and · Go-Live activities. 		
157	The CSC Operations and Facility Mobilization Plan shall include a mobilization and facility mobilization and occupancy schedule.		
158	The CSC Operations and Facility Mobilization Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.		
4.2.12. End of Agreement Transition Plan			
	The End of Agreement Transition Plan shall address how the Contractor will support the Authority and the Contractor's successor to facilitate a seamless transition upon termination or expiration of the Agreement.		
159	The Contractor shall develop a detailed End of Agreement Transition Plan that identifies the transition of all activities and Authority -owned materials and data associated with the Operation of the CSC at the end of the Agreement.		
160	The End of Agreement Transition Plan shall incorporate all aspects of the transition, including but not limited to:		
	· customer service, billing and violation work in progress;		
	· accounts and violations in collections;		
	· Merchant Service Provider activities;		
	· transponder inventory;		
	· all printed customer collateral;		
	· all supplies and consumables on hand;		
	· hardcopy documentation;		
	· softcopy information owned by the Authority;		
	· CSCs;		
· staffing;			
· training and			
· Contractor orderly shutdown of non-transitioned items, facilities and services.			
161	The End of Agreement Transition Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.		
162	The End of Agreement Transition Plan shall be updated and submitted for Approval by the Authority every two (2) years over the term of the Agreement.		
4.2.13. Operations Plan			
	The Operations Plan is a comprehensive source of information about how the CSC will be managed and operated.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
163	The Contractor shall develop and maintain a comprehensive Operations Plan that details all aspects of the operation of the CSC, including but not limited to:		
	· a description of each department/functional area and providing sufficient detail for the Authority to understand the functions and responsibilities of each department and how it will be staffed, managed and operated;		
	· all the Authority's Business Rules and policies related to the CSC Operations;		
	· account terms and conditions;		
	· detailed SOPs required to operate the CSC;		
	· customer data privacy policy;		
	· data and physical security including periodic access audit and reporting;		
	· human resources and staffing policies and procedures;		
	· background check processes;		
	· employee code of conduct;		
	· Authority's Holidays and hours of operation, including the CSC and other CSC facilities, if applicable;		
	· detailed scripts for common customer interactions;		
	· copies of each form, spreadsheet, manual tracking sheet, report, letter, email copy, and text copy (BOS and non-BOS generated) which the Contractor will utilize in the operation of the CSC;		
	· Quality Control and verification procedures to ensure operations meet the Performance Measures;		
	· operations monitoring to ensure compliance with Requirements;		
· a description of how the Contractor will communicate with the Authority pertaining to day-to-day operations and general issues and problems, including but not limited to: Case management, correspondence management, escalation procedures, document control, and Submittals procedures;			
· a description of how the Contractor will communicate with the Authority and Interoperable Agencies in handling customer disputes, dismissals, payments and reconciliation;			
· detailed structure and schedule for monthly Maintenance and operations meetings with the ETTM System Contractor and the Authority (separate meetings or combined at Authority's discretion);			
· emergency response management procedures, including a detailed description of how the Contractor will communicate and respond to emergency conditions and			
· processes and procedures instituted to ensure high customer satisfaction including the details of the Customer Satisfaction Survey Provider Subcontractor and program that will be used to monitor customer satisfaction with the CSC.			
164	The Contractor shall provide updates and changes to the Authority no less than annually for Approval and incorporation into the Operations Plan. The Operations Plan shall be a living document and as such, shall be updated and reviewed/Approved by the Authority whenever changes are made to any element of the operations covered in the Operations Plan.		
165	The Contractor shall publish a full revision of the Operations Plan no less than annually.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
166	The Operations Plan shall be submitted for Approval by the Authority in accordance with the Approved Baseline Implementation Schedule.		
4.2.14. Standard Operations Procedures (SOPs)			
167	The Contractor shall develop and maintain the SOPs. The SOPs shall use detailed narratives and process flow diagrams in providing step-by-step procedures for every task the Contractor performs. The SOPs shall detail both manual and BOS-aided steps and procedures.		
168	Approved, new policies, procedures and changes to existing policies and procedures shall be updated in the SOPs quarterly. The Contractor shall distribute, train and educate the operations staff and the Authority in accordance with the SOPs.		
169	The SOPs shall be submitted for Approval by the Authority as a part of the Operations Plan.		
4.2.15. Staffing and Human Resources Management Plan			
	The Staffing and Human Resources Management Plan defines the required human resources needed to meet all of the Requirements for the CSC. It details the selection and assignment of an operations team. It describes how the staff will be recruited, vetted, trained, compensated, evaluated, disciplined, and terminated. The Staffing and Human Resources Management Plan shall identify the appropriate skill sets and labor to manage the Work and to perform the tasks that produce the specified Deliverables, customer service and performance. It also shall provide for any additional non-labor resources such as tools, Equipment, or processes used by the operations team.		
170	The Contractor shall develop a Staffing and Human Resources Management Plan that includes details of the Contractor's staffing program.		
171	The Staffing and Human Resources Management Plan shall include a hiring/assignment schedule for anticipated resource Requirements for the duration of the Project.		
172	The Contractor shall develop and provide an organizational approach for staffing in the Staffing and Human Resources Management Plan designed to meet the Requirements. This includes but is not limited to:		
	· organizational chart with all staff positions (including Subcontractors), head count and reporting relationships;		
	· job descriptions for all staff positions by position type;		
	· identification of functions which have been subcontracted, the name and responsibilities of the Subcontractor, and name(s) and contact information for Subcontractor's key personnel;		
	· description of the process used for determining the appropriate staffing levels for each position;		
	· a schedule describing the daily and weekly staff shifts and a description of how the Contractor will adjust staffing to accommodate seasonal and dynamic changes in work volume;		
	· recruitment process;		
	· background investigation approach;		
· pre-employment testing;			
· training, testing and re-training policies and procedures including refresher and remedial training for both remote and local staff;			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> employee retention and career development program; employee monitoring, performance evaluation and coaching; employee disciplinary process and employee termination process. 		
173	The Staffing and Human Resources Management Plan shall also include the location of all personnel required to meet Project Requirements (on-site or remote), as well as the Contractor's approach to providing on-site training and support for remote staff.		
174	This Staffing and Human Resources Management Plan shall be submitted for Approval by the Authority as a part of the Operations Plan in accordance with the Approved Baseline Implementation Schedule.		
4.2.16. Reporting and Reconciliation Plan			
	The Reporting and Reconciliation Plan shall include a comprehensive, detailed description of actions to be taken and information to be provided to the Authority related to reporting and reconciliation. This document will identify each report and its associated delivery schedule and provide an explanation of the report and its underlying data and how it is used.		
175	The Contractor shall develop and submit to the Authority for Approval, a Reporting and Reconciliation Plan that details the Contractor's reporting and reconciliation process.		
176	The Reporting and Reconciliation Plan identifies the procedures that the Contractor will use to perform, manage and reconcile all aspects of the CSC. This includes both transactional and financial reconciliation, including allocation of all Contractor's cost and Third-Party Service Provider associated revenue and/or costs.		
177	Each reconciliation shall have a separate section which identifies the reports used for the reconciliation, whether or not the report is generated from the BOS, received from a Third-Party Service Provider or (e.g., banks, Collection Agency, Lockbox Service Provider, etc.) or developed manually by the Contractor.		
178	The Reporting and Reconciliation Plan shall describe each provided report or report set and the schedule for providing it along with a sample of each report set. This includes but is not limited to:		
	· daily reconciliation report;		
	· monthly reconciliation report;		
	· quarterly reconciliation report;		
	· annual reconciliation report;		
	· description of Contractor's process for entering, printing and sending refund checks and entering the resulting financial transactions into the Authority's financial accounting systems, including all accounts and processes required to facilitate this entire process;		
	· description of financial and cash/check handling controls for the CSCs and		
	· other operations and financial reports as needed to fully reconcile and meet the operations Requirements.		
4.2.17. Records			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
179	The Contractor shall meet all data retention Requirements, including durations for retention, as set forth in the Security Standards. The Contractor shall make every effort, within practical business and cost constraints, to purge the personal account information of an account that is closed or terminated. In no case shall the Contractor maintain personal information more than four years and six months after the date an account is closed or terminated. The Contractor shall periodically audit the BOS to verify that it is in conformance with the retention policy.		
180	If specific documents or data retention Requirements are not covered in the Security Standards, or the retention Requirement is greater in other applicable Requirements, the Contractor shall maintain records, for the duration of the Agreement period, in compliance with the longer retention period Requirement. Other applicable Requirements include but are not limited to:		
	· GAAP;		
	· record retention policies for the Authority;		
	· IRS Requirements;		
	· The California State Archives Data Retention Schedule;		
	· all applicable federal, state, local and other laws and regulatory matters and Security Standards.		
181	Requirements and standards for records management and retention may change over the term of the Agreement. The Authority will provide any updates to its internal policies and procedures that may impact the CSC records and retention Requirements; however, it is the Contractor's responsibility to ensure it is aware of any changes to relevant standards, statues, and/or rules beyond those of the Authority, and to incorporate such changes in accordance with the provisions of the Agreement.		
182	The Contractor shall be responsible for data retention and purging of all paper records, in accordance with the Authority's retention policy and all of the Requirements related to records retention. In the event of a conflict between Requirements, the Contractor shall immediately notify the Authority.		
183	The Contractor shall maintain records and data essential to providing objective evidence of quality, and these records shall be made available to the Authority upon request.		
184	Quality-related records and data shall include but not be limited to:		
	· inspection and test results;		
	· records of Subcontractor quality programs;		
	· change request documentation;		
	· Customer Satisfaction Survey results;		
	· operational reviews and walk-throughs and results of internal and Contractor audits.		
185	The Contractor shall maintain records in a manner that allows easy access and analysis.		
4.2.18.	Management Reporting		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
186	The Contractor shall prepare and submit to the Authority a Monthly Operations Report in an Approved format, on an agreed-upon day each month. This report shall provide the information required for the Authority to verify the Contractor performance as reported by the Contractor, including but not limited to:		
	· Project Oversight Report;		
	· Contractor Performance Report (including performance against the Performance Measures);		
	· monthly operations invoices for the corresponding period;		
	· three-month and one-year look forward for budgeted staffing based on estimated volumes;		
	· other agreed-to CSC Operations reports;		
	· updates to documents and plans which have occurred in the previous month and updated action item list and Approved meeting minutes from the previous month.		
187	The Monthly Operations Report package shall detail the Contractor's performance against the Performance Measures (Contractor Performance Report) in tabular and graphical formats. The Contractor shall use reports and other data from operations as Approved, to conduct an analysis of the data and summarize the results. The basis for the data must be the BOS reports and all data must be reconciled against the appropriate BOS report(s).		
188	The data shall be presented in a graphical and tabular format showing the Contractor's comparative monthly performance over time.		
189	The presentation of the information shall be clear, concise, and professionally organized and formatted.		
190	Any failures to meet the Performance Measures shall be identified and details submitted, including the Contractor's plan to correct such occurrences. The associated non-compliance performance adjustment for such failures shall be summarized and tabulated with the total non-compliance performance adjustment provided.		
	At a minimum, the Contractor's Monthly Operations Report shall include the reports listed below; however, the final list of documents to be included shall be developed and Approved as a part of the Operations Plan.		
	· Project Oversight Report: This report summarizes the Contractor's Project activities for the reporting period, including major accomplishments, issues and summary reporting. The Project Oversight Report also shall include an updated action items list that tracks all open items to be resolved by the Contractor. The list shall include task description, date created, owner, status, priority, impact/justification, completion due date and notes pertaining to the completion of each task. A status of operational changes shall be included in the Report. The Contractor shall provide status on all existing and new BOS issues that affect operations. The Contractor also shall make recommendations for innovations, processes and BOS improvements and other suggested changes, which will improve customer service or increase operational efficiency.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
191	<ul style="list-style-type: none"> Operations Reports: This suite of reports shall provide the details required to support the Project Oversight Report, including but not limited to: customer contacts, mail handling and Notification response; Case handling; transponder Fulfillment; payments processed; customer disbursements processed; the Authority's and Interoperable Agencies' settlements processed; returned payments processed; chargebacks processed; inventory item Fulfillment and balancing, and reconciliation. Reports related to ongoing Customer Satisfaction Surveys and QA activities and translation services shall also be provided. 		
	<ul style="list-style-type: none"> Refund account reconciliation and request for replenishment: Contractor shall be responsible for issuing customer and violator refunds. Contractor will provide documentation of refunds that were issued. The Contractor shall provide related account and Violation reconciliation reporting to the Authority at least monthly and in accordance with the Operations Plan. 		
	<ul style="list-style-type: none"> Contractor Performance Report: The Contractor shall be fully responsible for the CSC Operations meeting or exceeding required performance. Failure to do so may result in the assessment of non-compliance performance adjustments as set forth in Volume IV Performance Measures. The Contractor shall use the Approved tracking and reporting methods to prove its monthly performance against the Performance Measures. 		
	<ul style="list-style-type: none"> Monthly Operations Invoices: The Authority shall receive a Contractor's invoice for the period corresponding to the Monthly Operations Report. The invoice shall detail the specific amounts due from the Authority. Contractor shall address costs that are netted out from the Contractor's toll revenue payment to the Authority, for example credit card fees and collections fees. Any associated Liquidated Damages shall be separately netted out with detailed supporting documentation. The Authority will not pay operation invoices that are not accompanied by the complete and accurate Approved Monthly Operations Report package. 		
192	Any performance deficiency the Contractor proposes to have excluded from the non-compliance performance adjustment calculation shall be documented on the Approved Waiver Form and explained in detail, with supporting documentation sufficient for the Authority to make a determination as to the acceptability of the exclusion. If the Authority needs additional information to make a determination the Contractor shall provide such information expeditiously. Adjustments will not be considered until full required documentation is provided by the Contractor.		
193	The Waiver Form must be submitted within thirty (30) Calendar Days of the affected invoice in order to be considered by the Authority.		
4.2.19. Training Plan			
	The Contractor shall provide a training program to educate Contractor staff, the Authority and others on the BOS and CSC Operations, as described in Section 5 Training. The Contractor is responsible for providing a Training Plan that describes the approach to training activities.		
194	The Contractor shall develop and maintain a Training Plan, subject to Approval by the Authority, in accordance with the Approved Baseline Implementation Schedule.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
195	The Training Plan shall describe the plan for training CSC Operations staff and Authority-designated individuals and shall outline the required operational/Maintenance and BOS knowledge for each position to be gained from the training. For each BOS position/user type, the plan shall include a training instructor guide, training manual and other materials to be used in training.		
196	The Training Plan shall include a schedule for regular staff training, follow-up training and continuing education for staff.		
197	The Training Plan shall describe the approach to training administrators, end users at different levels, Maintenance and support personnel, including but not limited to:		
	· overall description of the training program;		
	· training techniques;		
	· training delivery schedule;		
	· how training will occur with staff working on live operation;		
	· recurring training through life of the Agreement;		
	· names and descriptions of each training class;		
	· purpose of each training class;		
	· who should attend the class;		
	· qualification Requirements for trainer;		
	· minimum qualifications for personnel attending the class;		
	· duration of the class;		
	· training materials, including syllabus, schedule, training goals, manuals, guides, other support materials and techniques to be used;		
· data preparation, such as test accounts and test transactions/trips;			
· required Equipment and			
· facility Requirements.			
4.2.20. Maintenance Plans			
	The Contractor shall develop and submit the Maintenance Plans listed below that describe how the Contractor plans to perform the Maintenance of the BOS and all Hardware, Software and systems at the BOS facilities and CSC throughout the Operations and Maintenance Phase. The Contractor shall have appropriate BOS documentation available to all Maintenance and Software support personnel, as required to perform their respective duties.		
4.2.20.1. System Maintenance Plan			
	The Contractor shall develop and submit the System Maintenance Plan that defines the approach to services, staffing and resources to fulfill the BOS Maintenance Requirements. The Contractor shall identify the Contractor's Maintenance responsibilities and shall include but not be limited to:		
	· organizational structure, organizational chart and job descriptions and responsibilities;		
	· staffing plan;		
	· approach to training;		
	· detailed BOS monitoring Requirements;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
198	· staff schedule and locations;		
	· third-party system support agreements overview;		
	· location of offsite data storage;		
	· schedule of all System Maintenance activities, including anticipated Upgrades/Enhancement releases;		
	· description of all System Maintenance related communication methods;		
	· Maintenance procedures, communication protocols and Approval processes for BOS Upgrades, Software deployments, scheduled Maintenance activities, change management and scheduled downtime;		
	· Maintenance procedures and communications protocols for unscheduled downtime;		
	· communication protocol for coordination with Interoperable Agencies and Third-Party Service Providers and WICs;		
	· communication protocol for coordination with the Authority's other toll system vendors;		
	· trouble reporting processes, notification protocols for issues and failures, and Maintenance reporting processes;		
	· prioritization, response, escalation, and repair processes;		
	· spares levels, Equipment and third-party Software warranty tracking and return material processes;		
	· monitoring Maintenance performance for compliance with Performance Measures;		
	· sample Maintenance reports and reporting processes;		
	· processes for supporting internal and external audits;		
	· Security Standards compliance monitoring, Upgrades and safeguards;		
	· system intrusion monitoring and safeguards;		
· Equipment replacement/refresh schedule;			
· Upgrades to third-party Software and tools and			
· processes in place to meet Performance Measures.			
4.2.20.2. Software Maintenance Plan			
	The Contractor shall develop and submit a Software Maintenance Plan that defines the approach to services, staffing and resources to fulfill the Software Maintenance Requirements and warranty provisions as set forth in the Agreement, including but not be limited to the following elements:		
	· organizational structure, organizational chart with job descriptions and responsibilities;		
	· staffing plan;		
	· approach to staffing and training;		
	· approach to receiving and prioritizing Software defects (bugs);		
	· reporting, categorization, prioritization and disposition of Software defects;		
	· coverage and personnel locations;		
	· all Software Maintenance related communication methods;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
199	· Maintenance procedures, communication protocols and Approval processes for Software Upgrades, scheduled Maintenance activities, change management and scheduled downtime;		
	· documented change control procedures;		
	· Maintenance procedures and communications protocols for unscheduled downtime;		
	· trouble reporting processes;		
	· escalation processes;		
	· sample Maintenance reports;		
	· Software updates to comply with Interoperable Agencies' specification changes and Third-Party Service Providers Interface changes;		
	· Software updates to be compliant with Security Standards and processes in place to meet Performance Measures.		
4.2.21. Third-Party Documentation			
	Third-Party documentation includes standard commercial documentation for third-party provided Hardware, Software, services and materials.		
200	The Contractor shall provide and maintain standard, commercially available, updated documentation for third-party provided Hardware, Software, services and materials provided under this Agreement. This set of third-party documentation shall be available upon request.		
201	An electronic copy of all third-party Commercial Off-the-Shelf (COTS) Hardware and Software installation and user manuals, with updates, shall be provided to the Authority.		
4.2.22. Manual Requirements			
	Various manuals shall be provided to educate and guide BOS administration staff and allow the Authority to understand the operations of the BOS.		
202	Whenever possible, all data shall be printed on 8-1/2" x 11" sheets; foldouts shall be 11" x 17".		
203	Each manual shall include, but not be limited to:		
	· a title sheet;		
	· revision history;		
	· Table of Contents;		
	· list of illustrations (if applicable);		
	· list of reference drawings and exhibits (if applicable) and a parts list (if applicable).		
204	All manuals shall have a consistent look and feel and shall be professionally written and presented in clear and organized fashion.		
205	All manuals prepared for the Authority under this Agreement shall be produced, or editable, using Microsoft Office 2016 Suite (or higher if Approved by the Authority). In addition, electronic copies of manuals shall be provided in unsecured Portable Document Format (PDF), if requested by the Authority.		
206	Any special Software required to produce scalable typefaces or other graphs shall be provided by the Contractor as part of the documentation for the manuals.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
207	All manuals shall be submitted and Approved as a condition of Go-Live.		
4.2.22.1. Manual Submissions and Quantities			
208	The Contractor shall submit one (1) hard copy of each of the manuals listed below.		
209	The Contractor shall submit electronic copies of all manuals listed below.		
210	All manuals shall be maintained in electronic format in the Contractor-provided EDMS.		
211	The Contractor shall be responsible for producing an additional quantity of the manuals for the Contractor's use, sufficient to fulfill the Contractor's Requirements.		
212	The Contractor shall submit the draft and final manuals described below for the Authority's review and comment, in accordance with the Approved Baseline Implementation Schedule. All final versions of manuals shall be provided and Approved before system Go-Live.		
4.2.22.2. Manuals to be Submitted			
4.2.22.2.1. BOS User Manuals			
213	The Contractor shall develop and submit BOS User Manuals to be used by CSC Operations staff to operate the BOS and for training purposes.		
214	The Contractor shall develop manuals logically to cover job categories and functions. The manuals shall detail all of the processes, procedures and policies developed by the Contractor that are required to fulfill the Requirements for each of these categories and functions. An example of a functional area is finance, which should include all basic financial responsibilities and functions, including the entire reconciliation process.		
215	Each BOS User Manual shall include but not be limited to:		
	· screen images detailing the step-by-step activities needed to fulfill a specific functionality;		
	· flowcharts to provide the CSC Operations staff a clear understanding of the workflow;		
	· all screens, reports and data fields, clearly explained using sample formats applicable to the BOS and		
	· samples of all reports, included in the manual or as an attachment to the manual, with any specific instructions that may apply to a given report.		
4.2.22.2.2. BOS Finance and Financial Controls Manual			
216	The Contractor shall develop and submit the BOS Finance and Financial Controls Manual, which shall include but not be limited to:		
	· detailed descriptions of all procedures to balance and reconcile the BOS;		
	· detailed descriptions of Financial Account Posting, reporting and reconciliation to the Authority's Bank Accounts;		
	· detailed descriptions of reconciliation of transactions/trips and revenue within the BOS with each of the Interoperable Agencies and for payments made to the Authority and Interoperable Agencies;		
	· processes and reports used to reconcile third-party payments processed and money deposited in the Authority's bank;		
	· detailed descriptions of reconciliation of all collections activity and all exceptions processing;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> detailed descriptions of the screens, reports and functions that allow Contractor or the Authority's finance personnel or independent auditors to access, understand and work with all financial aspects of the BOS; 		
	<ul style="list-style-type: none"> complete descriptions of all reconciliation procedures and a non-technical description of the screens, reports and functions; 		
	<ul style="list-style-type: none"> illustrations and pictorial diagrams to demonstrate the step-by-step operations required for performing the balance and reconciliation functions and 		
	<ul style="list-style-type: none"> included as an attachment to the manual, samples of all relevant reports, with any specific instructions that may be applicable to a given report. 		
217	Reports included in the BOS Finance and Financial Controls Manual shall have correct and accurate data.		
218	The BOS Finance and Financial Controls Manual shall be used to train the CSC finance personnel and the Authority's finance personnel.		
4.2.22.2.3. BOS Administrator Manual			
219	The Contractor shall provide a BOS Administrator Manual that serves as a guide to the overall management and administration of the BOS, and it shall include but not be limited to:		
	<ul style="list-style-type: none"> detailed Hardware Maintenance activities and schedule; 		
	<ul style="list-style-type: none"> detailed database Maintenance activities and schedule; 		
	<ul style="list-style-type: none"> detailed Software monitoring activities and schedule; 		
	<ul style="list-style-type: none"> detailed monitoring procedures for file transfers and exception handling; 		
	<ul style="list-style-type: none"> detailed procedures and processes for all Maintenance activities; 		
	<ul style="list-style-type: none"> detailed procedures for backup, archiving and purging data; 		
	<ul style="list-style-type: none"> detailed procedures for testing and executing Disaster Recovery and Business Continuity; 		
	<ul style="list-style-type: none"> detailed schedule for all preventative Maintenance activities; 		
	<ul style="list-style-type: none"> scheduled time and maximum run time for all BOS jobs and/or processes; 		
	<ul style="list-style-type: none"> technical contact lists for all third-party technical contacts; 		
	<ul style="list-style-type: none"> technical contact lists for Hardware, Software providers and third-party support agreements; 		
	<ul style="list-style-type: none"> details and copies of all third-party system support agreements; 		
	<ul style="list-style-type: none"> general information, such as Maintenance shifts, code of conduct and other human resource aspects and 		
	<ul style="list-style-type: none"> details of the security access system configuration, user access privileges and controls and user tracking processes utilized to ensure system security and to maintain data integrity. 		
4.2.23. As-Built Documentation			
	Prior to the Authority's BOS Final Acceptance of the Implementation Phase, as-built documentation shall be provided that documents the final BOS design and implementation.		
4.2.23.1. As-Built System Detailed Design Document			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
220	After the Approval of the operational test, and prior to the Authority's BOS Final Acceptance of the Implementation Phase, the Contractor shall submit the As-Built SDDD that includes all Software and Hardware changes made during the system development, implementation and testing phases.		
221	The Contractor shall submit one (1) hard copy in addition to an electronic version of the As-Built SDDD. Acceptable electronic formats are unsecured Portable Document Format (PDF), Microsoft Office 2016 Suite (or higher if Approved by the Authority) and professional CAD applications.		
4.2.23.2. As-Built Drawings			
222	The Contractor shall provide the Authority with a complete set of As-Built Drawings, which shall be delivered as one (1) hard copy of the complete sets of drawings. The same shall be delivered in electronic format for all Equipment, network and Hardware installed and furnished as part of the BOS. As material changes are made to the system by the Contractor shall update the As-Built Drawings to reflect the current status.		
223	The As-Built Drawing sets shall include but not be limited to:		
	· all schematics;		
	· logic diagrams;		
	· Hardware layouts;		
	· wiring diagrams;		
	· interconnection diagrams;		
	· installation diagrams;		
	· cable schedule;		
	· Interface details;		
· facility build-out details and network diagrams.			
224	The Contractor shall update the latest drawings with red lines as changes are incorporated during the installation process. At the completion of the installation, the Contractor shall gather all red line drawings.		
225	The red line drawings shall be verified and incorporated into a final As-Built Drawing package. This final as-built package shall include all updated installation drawings, shop drawings and sketches, plans and other drawing types that were used to install the BOS.		
5. Training			
	The Contractor shall provide comprehensive training for all aspects of the BOS and CSC Operations including training, operational procedures, policies and guidelines, and rules of conduct, including customer Interface. Training shall be delivered to the Authority's personnel and Contractor's personnel. Training shall be ongoing throughout the Implementation and Operations and Maintenance Phases.		
226	The Contractor shall be solely responsible for supplying the BOS and all materials necessary to complete the delivery of the training program.		
227	The Contractor's program shall include but not be limited to computer instruction, training aids and manuals as required.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
228	Contractor's training shall be hands on and use actual BOS Software in the training environment.		
229	The Contractor shall produce all training materials, documents and manuals in hard copies.		
230	When changes or new functionality is provided in the BOS, the Contractor shall update the training materials and train staff on such changes/new functionality.		
231	All Authority training shall include a review and description of each of the appropriate Authority's processes and procedures with actual BOS Software.		
232	The Authority shall have the right to attend any training sessions.		
233	The Contractor shall provide comprehensive training related to all aspects of the BOS administration, BOS functionally and CSC Operations.		
234	The Contractor shall employ a training manager to lead all training courses and subsequent ongoing training activities.		
235	The Contractor shall train Authority's staff to view all real-time aspects of BOS processes/queues and CSC Operations statistics/queues, as well as research and report on all aspects of the BOS.		
236	The Contractor shall cross-train staff from other areas of operations or management for peak period, emergency or temporary assignments to provide for staff redundancy.		
237	The Contractor's training manager shall identify the training needs, plan, design, and develop all the training curriculum and materials for the implementation and management of the CSC's on-going training program. The types of training include, but are not limited to:		
	· customer service and integrity skills ("soft skills") training;		
	· Authority's FasTrak, Violation and payment processing Business Rules and facility specific information ("content training");		
	· different operational and facility characteristics of Interoperable facilities;		
	· use of the BOS, including all customer contact systems and any other applicable systems;		
	· CSC Operations SOPs and · PII, PCI, data and physical security.		
238	The Contractor's training program shall include training at different times and for different reasons during the course of the Operations and Maintenance Phase, including but not limited to:		
	· new hire – this training provides the new employee a thorough, in-depth training covering all of the skills and information required to fully understand and perform their job;		
	· refresher – this training provides additional training focused on topics on which the attendees have been previously trained but which the training manager or other Authority management staff identified as requiring additional training for a group of employees;		
	· remedial – this training is individually focused on the needs of a particular employee(s) based on customer satisfaction feedback, management observation or employee request;		
	· new job/promotion – this training is required when an employee changes jobs or gains additional responsibilities and		
	· new content/program – this training is required when the Authority introduce a new program or makes a significant change to the SOPs or the BOS.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
239	Contractor training shall cover all functional areas depending on the specifics of each individual user role and job functions.		
5.1. Training Courses			
5.1.1. System Operation Overview Course			
240	The Contractor shall provide a system operation overview training course for the Authority personnel who require a general understanding of all aspects of the BOS and CSC Operations.		
241	The Contractor shall ensure class sizes and the number of training hours provided are sufficient to provide a general understanding of all aspects of the operation.		
5.1.2. Customer Service Representative Course			
	This course is for customer service personnel who need to understand all aspects of the direct customer service.		
242	The Contractor shall provide a customer service course for staff that need to understand all aspects of the direct customer service functionality, with focus on contact management, account management, Violations processes, payments, Business Rules, Express Lanes facility characteristics, external facing website, etc.		
243	The Contractor shall provide an appropriate number of training sessions for the customer service course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to customer service.		
5.1.3. BOS Finance and Financial Controls Course			
	This course is for financial management and auditing personnel who need to understand all aspects of the Operation, particularly those related to financial accounting, reconciliation, audit, and management.		
244	The Contractor shall provide a BOS finance and audit training course for financial management and auditing staff that need to understand all aspects of the operation, with focus on financial accounting, reconciliation, audit and management.		
245	The Contractor shall provide an appropriate number of training sessions for the BOS finance and financial controls course, ensuring class sizes and the number of training hours provided are sufficient to provide an understanding of all aspects of the operation related to financial accounting, reconciliation, audit and management.		
5.1.4. Operations Management Course			
	This course is for CSC Operations personnel providing hands-on training on the BOS including performance reporting, including all operational performance monitoring (for example, call queues, call statistics, image review queues, etc.); all BOS monitoring (for example, mail queues, status and quantity of all Notifications pending and sent, transponder Fulfillments, status of Interfaces and file exchanges), and call center and IVR configuration.		
246	The Contractor shall provide an Operations Management Course for all personnel who require a detailed understanding of the BOS reporting and monitoring. This course also covers configuration of the telephony system.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
247	The Contractor shall provide an appropriate number of training sessions for the Operations Management Course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the BOS.		
5.1.5. BOS Users Course			
248	The Contractor shall provide a BOS Authorized Users training course for all personnel who require a detailed understanding of the operations of the System and how to access information and reports from the BOS on items such as status, alarms, performance, transactions and revenue.		
249	The Contractor shall provide an appropriate number of training sessions for the BOS Authorized Users course, ensuring class sizes and the number of training hours provided are sufficient to provide a detailed understanding of the operations of the BOS and how to access information and reports from the system.		
5.2. Training Materials			
250	All training materials should comply with applicable PCI and PII standards.		
251	Draft copies of all training materials shall be submitted by the Contractor to the Authority for review, comment and Approval prior to final printing of quantities required for training.		
252	The Authority shall have the right to require the Contractor to provide additional interim drafts at no additional cost should draft training materials submitted not be of adequate quality or have missing or incorrect information.		
253	Contractor shall provide regular updates to training materials to incorporate any changes to the BOS or operational processes.		
254	For each training course, the Contractor shall provide the materials listed in the following sections.		
5.2.1. Instructor Guides			
255	The Contractor shall provide an instructor guide for each training course, including but not limited to:		
	· course agenda;		
	· course objective;		
	· procedures for managing a training session;		
	· resources and facilities required, including Desktop Environments, power and communications Requirements;		
	· detailed lesson plans;		
	· a description of training aids and items to aid in on-the-job performance (such as where applicable, pocket guides or reference sheets);		
	· tests to be administered to assure satisfactory completion and		
· instructions for using any audio-visual support Equipment or materials.			
5.2.2. Training Aids			
256	The Contractor shall provide all training aids necessary to successfully complete the course agenda and meet the course objective.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
257	The Contractor shall provide a way for all trained personnel to access training documents, aids and tips in an online, electronic format for ongoing reference.		
5.2.3. Student Workbook			
258	For each course, the Contractor shall provide a student workbook, including but not limited to:		
	· course agenda;		
	· course objectives;		
	· schedule of sessions;		
	· copies of all overheads and visuals and · lesson outlines and summaries.		
259	The Contractor shall supplement the material provided in the student workbook with additional material (as necessary), such as operations and user manuals. If such material is used, appropriate cross-references shall be included in the student workbook to identify the complete set of training materials provided to the student.		
5.3. Scheduling and Preparation for Training			
260	The Contractor shall provide a minimum two (2) weeks notice to the Authority and work with the Authority on the timing for each training session. The Authority will identify a list of participants the Contractor shall notify to schedule their participation in the training.		
261	The Contractor shall perform all scheduling.		
6. Mobilization Requirements			
	The mobilization of the BOS and CSC Operations is a major undertaking that will require careful preparation, planning and coordination in multiple functional areas and on many levels to ensure a smooth beginning to operations. The Contractor is responsible for the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan. Close coordination will be required between the ETTM System Contractor, the Authority and the Contractor.		
6.1. Operations Mobilization and Facility Coordination			
	The operations mobilization and facility coordination include all activities necessary to establish and operate the I-405 CSC and WIC in accordance with the Agreement and to coordinate the design of the Authority provided facility. These activities include comprehensive coordination with the Authority, the Authority's design and construction contractors, and other Authority contractors housed at the facility with regards to CSC and WIC design, scheduling of facility occupancy and installation, staff recruitment and training, ordering of supplies, establishment of all necessary services and developing all SOPs for the entire operation. The Contractor shall coordinate with the ETTM System Contractor on applicable portions of the Approved Baseline Implementation Schedule.		
	The CSC Operations Manager and the Mobilization and Facility Coordination Manager shall lead the Contractor's staff in planning and implementing the activities required for operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:		
	· obtain a thorough understanding of the functions and capabilities of the BOS;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
262	· produce all required plans and documentation;		
	· recruit CSC staff;		
	· coordinate with Third Party Service Providers;		
	· make any required Approved modifications to the facilities (those required beyond the new facility design inputs provided by the Contractor);		
	· plan and conduct training;		
	· assist with the selection and implementation of survey solution, IVR, system recordings, Self-Service Website, and Self-Service Mobile Application (Phase II and optional) and		
	· meet regularly and coordinate with the Authority, the ETTM System Contractor to perform the Work.		
263	The Mobilization and Facility Coordination Manager shall lead the Contractor's staff in planning and implementing the activities related to the new CSC and WIC facility operation of the CSC in accordance with the CSC Operations and Facility Mobilization Plan. These tasks include but are not limited to:		
	· meet regularly with the Authority, the Authority's design and construction contractors, and other Authority contractors that will be housed at the facility to plan, provide design input to the new CSC and WIC facility layout, space planning, network, cabling, power, furnishings, physical security, and surveillance CCTV etc.;		
	· review and provide comments to all types of CSC plans;		
	· coordinate with other contractors and provide a detailed schedule for facility occupancy and facility mobilization and		
	· coordinate the procurement and installation of all BOS and CSC Operations network and communications lines with the communications providers.		
264	The Contractor shall develop and conduct an Operational Readiness Demonstration and conduct walk-throughs for each facility with the Authority.		
265	As an outcome of the Operational Readiness Demonstration and walk-throughs, a punch list shall be developed and resolution of each item Approved by the Authority.		
266	The Contractor shall track, status and resolve all pre-mobilization punch list items (as designated and Approved by the Authority) prior to mobilization and track, status and resolve all post-mobilization punch list items (as designated and Approved by the Authority) during the Operations and Maintenance Phase. Until resolved, the status of post-mobilization punch list items shall be provided in all Contractor performance reports and meetings.		
6.2. Schedule, Installation and Mobilization			
267	The Contractor shall mobilize CSC Operations in accordance with the CSC Operations and Facility Mobilization Plan and the Approved Baseline Implementation Schedule.		
268	The Contractor shall install the BOS in accordance with the BOS Installation Plan and the Approved Baseline Implementation Schedule.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
269	The Contractor's schedule shall be sufficiently flexible to accommodate modifications or changes, such as early completions or delays in start or completion of dependent work by the Authority and/or the ETTM System Contractor.		
6.3. Mobilization of the BOS and CSC Operations			
	BOS and CSC Operations mobilization includes all activities necessary to begin CSC Operations. The Contractor's Mobilization Manager shall lead the mobilization in accordance with the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and must coordinate with the ETTM System Contractor and Authority to ensure that the mobilization meets the Approved Baseline Implementation Schedule.		
270	The Contractor shall manage and conduct mobilization in conformance with BOS Installation Plan and CSC Operations and Facility Mobilization Plan and Approved Baseline Implementation Schedule.		
271	The mobilization activities shall be coordinated with the Authority, the ETTM System Contractor, and Third-Party Service Providers, and shall be Approved by the Authority.		
272	The Contractor shall prepare internal and external communication procedures, as part of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan, to effectively and professionally manage communications of potential impacts during the mobilization.		
6.4. Acceptance of Operational Readiness			
	Prior to Go-Live the Contractor shall demonstrate to the Authority that the successful CSC and facility mobilization is complete, and that the Contractor is ready to commence complete operation of the CSC and performance of all of the Work.		
273	The Contractor shall demonstrate that the CSC Operation has achieved operational readiness in accordance with the Approved Baseline Implementation Schedule.		
274	Procedures for demonstrating for the Operational Readiness Demonstration shall be provided by the Contractor to the Authority for review and Approval at least three (3) months prior to the scheduled demonstration date.		
275	The Contractor shall have completed all of the predecessor tasks and milestones in the schedule in order to achieve Acceptance of operational readiness, including but not limited to:		
	· selection, build-out and equipping of all Contractor operated facilities;		
	· development and Approval of all required documentation;		
	· recruitment, hiring and training of all staff in accordance with the Operations Plan and sub-plans;		
	· implementation of all applicable aspects of the BOS Installation Plan and CSC Operations and Facility Mobilization Plan and all operations mobilization activities and		
	· completion of Operational Readiness Demonstration using the BOS, facilities and Contractor staff.		
6.5. End of Agreement Transition			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Contractor acknowledges the services it provides under the terms of the Agreement are vital to the successful operation of the BOS and said services shall be continued without interruption. Upon expiration or termination of the Agreement, a successor may be responsible for providing these services. The Contractor agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.		
	As part of the End of Agreement Transition, the Authority may wish to operate and maintain BOS, requiring the transfer of Equipment, leases and license from the Contractor to the Authority.		
276	The Contractor shall cooperate with any future transition of the BOS to a future BOS Contractor, as required by the Authority.		
277	The Contractor shall develop with the successor, an End of Agreement Transition Plan describing the nature and extent of transition services required as well as the operational Requirements necessary for the migration of operation from the Contractor to the new contractor.		
278	The Contractor shall update the End of Agreement Transition Plan no more than six (6) months prior to the transition date.		
279	The Contractor shall provide sufficient experienced personnel in each division/element of Work during the entire transition period to ensure the quality of services is maintained at the levels required.		
280	The Contractor shall provide sufficient staff to help the successor maintain the continuity and consistency of the services required.		
281	The Contractor shall provide the necessary Software and BOS support services to assist the successor in setting up the systems, transferring of appropriate licenses and third-party Software and transitioning all BOS data (including third party data) required to sustain uninterrupted service in areas in which the Contractor is responsible for the Work. For example, accounts and violations in collections.		
282	The Contractor shall support the Authority during the procurement process by updating all system documentation and providing new documentation as required that details the current system.		
283	Within the End of Agreement Transition Plan, the Contractor shall provide descriptions of the Equipment, leases and licenses that are available for purchase and transfer to the Authority as part of the End of Agreement Transition.		
284	The Contractor shall not prevent the successor from conducting interviews with Contractor employees outside of normal business hours in a manner that will not disrupt current operations.		
285	The Contractor shall not prevent employees from changing their employment to the successor if the employees wish to do so.		
286	The Contractor shall provide for the orderly transition of the facilities, Equipment, materials, documents, inventory and work in progress to the successor.		
7.	Testing Requirements		
7.1.	General		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Contractor shall provide the full range of test planning, testing design and services required to ensure the BOS adheres to the Requirements. The BOS testing regimen shall take place during the implementation period identified in the Approved Baseline Implementation Schedule and shall follow the Master Test Plan and Individual Test Plan.		
	The Authority requires that configuration changes be treated as equivalent to Software development changes within the testing process. Wherever possible, the Authority requires that the Contractor implement testing processes which are automated and efficient.		
	The Requirements described in this section detail the labor, materials, facility and support services necessary to test the BOS for functionality and performance, its integration to all Third-Party Service Provider.		
287	The Contractor shall prepare and conduct the various tests in conformance with the Master Test Plan and applicable individual test plans.		
288	The Contractor shall prepare and conduct the various tests (outlined for reference immediately below and with detailed Requirements in subsequent sections), including but not limited to:		
	· Unit Testing;		
	· System Integration Testing;		
	· User Acceptance Testing;		
	· On-site Installation and Commissioning Testing and · Operational and Acceptance Testing.		
289	The Contractor shall develop test scripts for Authority approval and use specialized automated testing Software, wherever possible, to, including but not limited to:		
	· create test scripts;		
	· create use cases with pre-defined input and output;		
	· control the automated testing;		
	· exercise all conditions, configurations and scenarios;		
	· conduct performance testing;		
	· conduct security and PCI testing;		
	· conduct regression testing;		
	· compare actual test outcomes to expected outcomes;		
	· test reporting;		
	· conduct load testing;		
· conduct user Interface testing and · conduct sustained operational testing.			
290	The Contractor shall make the BOS available for use by the Authority in testing the readiness of the CSC Operations staff during operating hours and as necessary during the testing period.		
291	The Contractor shall provide all necessary resources and facilities to conduct all tests.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
292	During the Implementation Phase, the Contractor shall provide an "online commercial Software" defect tracking system, accessible by the Authority via browser-based internet, to document and track all defects identified as part of BOS testing and any subsequent actions taken to correct those defects.		
293	The Authority's Approval of any aspect of testing shall not relieve the Contractor of its responsibility to meet all Requirements.		
294	The defect tracking system shall be capable of the following, including but not limited to:		
	· rating (severity) defects;		
	· categorizing defects;		
	· prioritizing defects;		
	· logging the date/time the defect was reported;		
	· the user who reported the defect;		
	· the erroneous behavior;		
	· the details on how to reproduce the defect;		
	· the developers who worked on the defect;		
	· life-cycle tracking and reporting.		
7.1.1. Testing Sequence and Logistics			
295	The Contractor shall obtain Approval from the Authority and shall have met the entry conditions prior to start of each test, including but not limited to:		
	· Approval of all predecessor tests;		
	· Approved test procedures for each individual test;		
	· Approved test schedule;		
	· Approved inventory of test cases and scripts;		
	· successful closeout of all outstanding pre-test issues;		
	· successful dry run testing with results provided to the Authority;		
	· test data set is created and loaded into test environment;		
	· submittal of the latest Approved version of the RTM showing test validation against the Requirements and site and BOS are ready to test.		
296	After the completion of each test, the Contractor shall submit for the Authority's review and Approval a test report that documents the results of the test.		
297	The test report shall include the results of the test; any anomalies and issues identified; comments provided by the Authority; the test data and the corrective action/resolution of each item, and the results of any re-tests necessary to successfully complete each testing phase.		
298	The Contractor shall facilitate and support the Authority's participation in the testing and witness each test. The Contractor shall provide the Authority with full access to the test data and results of the test.		
299	Testing shall not be considered complete by the Authority until all anomalies and "punch-list" items are closed-out, and the final test report is Approved by the Authority.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
7.2. Required Tests			
7.2.1. Unit Testing			
	Unit Testing is defined as a Software testing method by which individual units of source code, sets of one or more computer program Modules together with associated control data, usage procedures, and operating procedures, are tested to determine whether they are fit for use. A unit could be an entire Module, but it is more commonly an individual function or procedure. Unit Testing is the first level of testing and is performed prior to System Integration Testing.		
300	The Contractor shall conduct Unit Testing, including but not limited to:		
	· testing for all functional elements of the BOS for conformance with the Requirements, Approved design and Business Rules;		
	· testing of 100% of all BOS components and negative testing for controlled systems features;		
	· testing using actual data generated by the ETTM System Contractor and simulated data as needed;		
	· testing with Third Party Service Provider and Interoperable Agencies test environment;		
	· testing each Module of the BOS application Software for compliance to coding standards related to screen validations, web navigation, configuration changes, PMMS including all errors, exceptions and failures, backend programs and processes (using simulated data);		
	· testing the desktop computer Interfaces and all peripherals;		
	· testing of user roles and security elements;		
	· all necessary Hardware and Software for the test;		
· all necessary personnel for the test and			
· updated RTM, SDDD, Operations Plan and Business Rules so functionality can be reconciled to the documentation.			
7.2.2. System Integration Testing (SIT)			
	System Integration Testing (SIT), or end-to-end testing, is defined as a type of Software testing that seeks to validate the Interfaces between individual components and the completely integrated BOS meets its Requirements. The Contractor shall conduct SIT, compressing logical days to accommodate process escalation and transaction/trip and Violation aging. Multiple testing cycles may be executed depending on defects found and their severity. The Contractor shall also conduct load/performance testing as part of the SIT.		
301	The Contractor shall be responsible for creating test data as an entry criteria for the SIT. It is anticipated that significant test data will be required and will be defined in the test plan.		
302	The Contractor shall conduct SIT which shall include end-to-end Integration Testing, Interface testing, security testing, performance/load testing.		
303	In the event Third-Party Service Providers and Interoperable Agency test environment systems are not available, the Contractor shall test using simulated Interfaces and data to validate the data exchange.		
304	The Contractor shall use the most newly provided, developed or updated ICDs for all Interfaces and portals.		
	The Contractor shall conduct SIT, including but not limited to:		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
305	· testing all functional elements of the BOS using the procedures for Software integration testing, including the end-to-end testing from receipt of transactions/trips through Posting to the accounts and Violation processing;		
	· reports testing using created data, simulated and keyed-in data;		
	· verification and validation that the various BOS environments are operating per the Requirements;		
	· load/performance testing of the entire BOS in terms of user access, including internal and external users on all channels (for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR);		
	· load/performance testing of the entire BOS in terms of transaction/trip processing;		
	· full Disaster Recovery failover testing;		
	· full Disaster Recovery failover recovery (back to primary BOS) testing;		
	· validation of all Performance Measures;		
	· adherence to the Security Standards;		
	· archiving and purging process testing;		
	· comprehensive PMMS testing;		
	· testing using actual data, generated real-time (as if in a real, live production environment) by the ETTM System Contractor;		
	· all Interface test scripts and documentation required to confirm that the Interfaces are operating properly;		
	· testing, as directed by the Authority, connecting to test environment systems provided by the Authority, Third-Party Service Providers and Interoperable Agencies (if available);		
· exception testing;			
· testing the desktop computer Interfaces and all peripherals and			
· sustained operations test.			
7.2.3. User Acceptance Testing			
	User Acceptance Testing (UAT) is defined as the testing phase where actual BOS users test the system to validate the operation of the BOS in, according to Requirement, designs, and specifications.		
306	The Contractor shall provide all needed support for UAT to include providing environments, provisioning/aging system, running batch jobs, and developing test scripts using use cases.		
307	The Contractor shall provide a UAT environment that is production like and separate from other test environments.		
308	Ten (10) Business Days prior to the commencement of UAT, the Contractor shall train staff from the Authority and the CSC Operations test team selected to perform UAT.		
309	The Contractor shall provide all UAT testers with access to BOS test scripts.		
310	The Contractor shall provide test data for UAT that is an extraction and sub-set of production data.		
311	During UAT, the Contractor shall develop and retest necessary revisions identified by users during the testing process.		
312	The Contractor shall provide technical personnel to support UAT.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
7.2.4. Regression Testing			
	Regression testing is defined as a type of Software testing that verifies that Software previously developed and tested still performs correctly even after it was changed or Interfaced with other Software.		
313	The Contractor shall conduct regression testing is to ensure that software changes have not introduced new faults and to determine whether a change in one part of the Software affects other parts of the Software.		
314	The Contractor shall conduct regression testing in a Contractor-provided test environment prior to each Software release.		
7.2.5. On-site Installation and Commissioning Testing, Mobilization and Go-Live			
	Onsite Installation and Commissioning Testing is defined as a series of checks and tests to verify Equipment installation and function; BOS operation; and inter-systems operation.		
315	The Contractor shall conduct Onsite Installation and Commissioning Testing using the BOS production environment including but not limited to:		
	· testing that demonstrates the BOS is completely installed and operational in the production environment and the Disaster Recovery location;		
	· Software and test data are loaded;		
	· PCI application vulnerability testing, certification of elements not available/tested during previous testing;		
	· all necessary Hardware and Software for the test;		
	· testing PMMS configuration and setup;		
	· testing all user roles;		
	· testing of internet connectivity and speed;		
	· testing the speed of the BOS while performing various functions;		
	· testing of cutover to generator in the event of power failure;		
	· testing of phone system including IVR;		
· testing of Self-Service Website and Self-Service Mobile Application (Phase II and optional);			
· all necessary personnel for the test and			
· updated RTM, SDDD and Business Rules so functionality can be reconciled to the documentation.			
316	The Contractor shall provide evidence of readiness to conduct mobilization and Go-Live at the BOS production environment, including but not limited to:		
	· The Contractor shall utilize the PCI Security Standards Council's Prioritized Approach method to indicate how each PCI Requirement is being addressed. This approach shall be submitted to the Authority along with substantiating evidence for review and Approval;		
	· the transfer of certain historical data to the BOS that may remain in the BOS and		
	· a checklist to verify that mobilization is completed in accordance with the BOS Installation Plan and CSC Operations Mobilization Plan.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
317	Upon Approval of the Onsite Installation and Commissioning Testing including evidence of readiness the Contractor shall begin mobilization.		
318	Upon verification and Approval of the Operational Readiness Demonstration and all testing the Contractor shall Go-Live.		
7.2.6. Commencement of Ramp-up/Customer Services			
	Upon Notice to Proceed for Ramp-up/Customer Services, the Contractor is notified of the Authority's intent to Go-Live in approximately 120 days.		
319	The BOS shall have achieved commencement of Ramp-up/Customer Services within thirty (30) Calendar Days of the notice to proceed for Ramp-up/Customer Services.		
320	The Contractor shall have completed the following tasks to achieve Commencement of Ramp-up/Customer Services:		
	· the Self-Service Website is available to facilitate full account creation and transponder ordering (actual shipping of transponders will take place closer to road opening);		
	· the Contractor has conducted and successfully completed testing of the Self-Service Website and other functional elements required to facilitate account creation and transponder ordering;		
	· the Contractor has gained approval of all BOS design documents;		
	· the Contractor has gained approval for all CSC Operations, CSC Facility, mobilization and BOS system installation plans and is on schedule in executing the Approved Plans per the Approved Baseline Implementation Schedule;		
	· system support is operational and monitoring the operational components of the BOS and · Software support is operational and available to support the operational components of the BOS.		
7.2.7. Operational and Acceptance Testing			
	Operational and Acceptance Testing is defined as a test focused on the readiness of the BOS to be supported, and/or to become part of the production environment.		
321	Following Go-Live, the Contractor shall conduct Operational and Acceptance Testing on the BOS production environment in live operations that provides the following, including but not limited to:		
	· verification that the Contractor (including the BOS) is compliant with Commencement of Ramp-up/Customer Services;		
	· verification that the BOS is in conformance with the Requirements for a period of sixty (60) consecutive days, onsite in the BOS production environment;		
	· successful access of images from the ETTM System and receipt of the trip/transactions;		
	· reconciliation of all BOS data, transactional and Financial Transactions for a period of sixty (60) consecutive days to verify all data and accounts are being properly processed, reported on and reconciled;		
	· reconciliation of all transaction/trip and image workflows and filters to verify all transactions/trips and images are being properly processed through the BOS; · reconciliation of all electronic Interfaces and portals, including Third-Party Service Providers and Interoperable Agencies;		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> · reconciliation of all account Postings, Financial Transactions, events, etc., to account history entries; · reconciliation of all Financial Accounts in the BOS for two (2) monthly financial periods; · archiving and purging process testing; · disaster recovery testing; · verification of PMMS operations; · adherence to required financial audit and reconciliation Requirements and · adherence to required BOS Performance Measures and reporting. 		
322	The Contractor shall identify all anomalies and categorize by severity and priority, and all anomalies shall be addressed to the satisfaction of the Authority.		
323	If anomalies are identified that are a high severity and high priority during the testing period, the Operational and Acceptance Testing for those functions and any other impacted functions or test areas shall be restarted and shall continue for sixty (60) consecutive days from the day the test was restarted.		
324	The Operational and Acceptance Testing shall continue until all the Requirements have been verified and validated in accordance with the MTP and detailed test procedures are completed and Approved by the Authority.		
7.3. BOS Acceptance			
325	Upon the successful completion and Approval of the Operational and Acceptance Testing, the closure of all punch-list items and completion and submission and Approval of all items required for phase closeout, as set forth in in the Agreement, the Contractor shall be given the Acceptance for the BOS Implementation Phase.		
8. Installation Requirements			
	This section details the Requirements for the installation or enablement of the BOS at the primary and Disaster Recovery/Business Continuity sites as Approved by the Authority.		
8.1. Installation Program			
	The Contractor shall develop and provide an installation program or provide service documentation that addresses all aspects of the installation or use of the BOS, including all installation design, submissions and coordination for a COTS based solution or service agreements for cloud-based approaches.		
326	The Contractor shall be responsible for the design, procurement; installation; cabling; configuration; checklist walk-through, and testing of all Hardware, Software, Equipment, Interfaces and communications provided as part of the BOS, if required.		
327	The Contractor shall install or enable the BOS at the primary site and CSC locations which meets the specifications outlined in the Requirements and the Approved BOS Installation Plan.		
328	The Contractor shall install or provide the Disaster Recovery BOS and Business Continuity at a location which meets the specifications outlined in the Requirements.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
329	The Contractor shall provide, install or enable and secure all communication lines required for the primary BOS facility, the Disaster Recovery and Business Continuity facilities and Authority's CSC locations.		
330	The Contractor shall provide, install or enable and secure connection points to the BOS as required to accommodate access and communication with Interoperable Agencies and Third-Party Service Providers.		
8.2. Compliance to Standards			
331	The Contractor shall adhere to all implementation standards, applicable laws, ordinances and codes as required, including but not limited to:		
	· the Security Standards;		
	· those from the original Equipment manufacturer;		
	· the National Electric Code (NEC);		
	· the Institute of Electrical and Electronics Engineers (IEEE);		
	· the Occupational Safety and Health Administration (OSHA);		
	· county and city codes, as applicable and · the State of California, for areas including but not limited to electrical codes, seismic considerations, calibration, configuration and environmental.		
8.3. Equipment Installation Requirements			
	The Contractor shall be responsible for installation of the BOS, including at the CSC and WICs, as described in these Requirements.		
332	The Equipment installation design and implementation for the BOS and CSC Operations shall include but not be limited to:		
	· all Contractor provided Equipment, including desktop computer environments and phone systems for two (2) permanent Authority personnel, and desktop computer environments and phone systems for an additional three (3) oversight personnel during the mobilization of the facility through Operational and Acceptance Testing;		
	· Interface with and electronically monitor via the PMMS any Authority or Contractor provided emergency power generation at the I-405 CSC and WIC;		
	· furnishing, installing and testing the Interfaces and connectivity between the CSC facility and the BOS;		
	· furnishing, installing and testing the Interfaces and connectivity to the ETTM System;		
	· validating the connectivity to all Interoperable Agencies as described in these Requirements and · validating the connectivity to all external Interfaces to Third-Party Service Providers as described in these Requirements.		
8.4. Implementation Checklist Review and Check-off			
	The Contractor shall complete all implementation activities and Approved Contract Deliverables Requirements prior to the Go-Live date established by the Authority.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
333	The Contractor shall develop a checklist that tracks the progress and completion of all implementation activities for the BOS, CSC Operations and Disaster Recovery.		
334	The checklist shall detail those items required to complete the implementation process for all Hardware, Software, Equipment, Interfaces and communications provided as part of the BOS, including terminations and connections.		
335	The checklist shall be used to identify all discrepancies and exceptions, and the Contractor shall be responsible for all corrections.		
336	The checklist shall be used to document all changes identified, and all such changes shall be Approved by the Authority.		
337	A representative(s) from the Authority shall have the right to observe and Approve the implementation.		
338	The Authority shall have the right to perform independent inspections, and the Contractor shall be responsible for the correction of all discrepancies and deficiencies identified during the inspection.		
339	A copy of the checklist, signed and Approved by the Contractor, attesting to the completeness of the implementation, shall be provided to the Authority upon the completion of the implementation activities.		
9. General Maintenance and Software Support Services Requirements			
9.1. Operations and Maintenance Meetings			
9.1.1. Monthly Performance Review Meetings and Reporting			
	The Contractor shall conduct Monthly BOS Performance Review Meetings with the Authority. These meetings shall provide the Authority with a detailed understanding and review of the Contractor's and the BOS's performance for purposes of receiving guidance from the Authority, Authority oversight, work planning and invoicing.		
340	The Contractor shall manage, facilitate and conduct Monthly BOS Performance Review Meetings with the Authority throughout the Operations and Maintenance Phase. At a minimum, the Project Manager (Implementation Phase), Project Manager (Operations and Maintenance Phase), Software Development Manager and a Contractor's CSC Operations Manager (in-person) shall attend these meetings.		
341	The Contractor shall schedule and conduct the Monthly BOS Performance Review Meeting with the Authority to occur no more than one (1) week after the submission of a Monthly BOS Report package by the Contractor.		
342	Performance reviews, including the provision of all required performance reporting, shall be provided by the Contractor to the Authority beginning one (1) month after Go-Live for the previous month. Any trip volume fee adjustments associated with non-performance shall not be assessed until the fourth month following Go-Live, for the previous (third) month's performance; however, this does not relieve the Contractor of required performance prior to the third month and shall not constitute a waiver of any Authority rights or remedies under the Agreement in this regard.		
343	The Contractor shall ensure all issues are addressed and resolved or are placed on the action item list and scheduled for resolution.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
344	In addition to other invoicing and payment Requirements, the Contractor shall provide the required monthly performance reports to the Authority, including all required information demonstrating actual performance relative to the Requirements, before an invoice shall be considered for payment. The monthly performance reports structure shall be identified in the Maintenance Plan.		
9.1.2. Monthly BOS and Operations Coordination Meetings			
	During the Operations and Maintenance Phase, the Contractor shall conduct bi-weekly meetings to coordinate the ongoing operation of the CSC. The Contractor shall be responsible for scheduling these meetings and topics for the meeting shall come from the Contractor; the Authority may provide additional topics. The Authority may attend these meetings at its discretion.		
345	The Contractor shall manage, facilitate and conduct the Monthly BOS and Operations Coordination Meetings with the Authority during the Operations and Maintenance Phase in order to understand and prepare for supporting the resolution of BOS-related and Toll Facility related issues and other activities which will affect the CSC Operations.		
346	During the Monthly BOS and Operations Coordination Meetings, the Contractor shall address BOS and operational topics for which input is needed from the Authority, including but not limited to reviewing the Contractor's defect tracking report and prioritizing fixes; coordinating Upgrades and Enhancements Approved by the Change Control Board (CCB); reviewing Security Standards and compliance; coordination of scheduled BOS downtime; resolving issues related to personnel and reviewing the Contractor's CSC and WIC support.		
347	The Contractor shall identify all known BOS and operational issues and required discussion topics and provide them to the Authority in advance of the meeting and update the agenda again just prior to the meeting.		
9.1.3. Weekly Coordination and Status Meeting with the ETTM System Contractor			
	During the Operations and Maintenance Phase, there will be a series of working meetings between the Contractor and the ETTM System Contractor to provide details on new and open issues and work through possible solutions. The Contractor shall be responsible for coordinating and scheduling these meetings and topics for the meeting shall come from the Contractor, the ETTM System Contractor and the Authority.		
348	The Contractor shall manage, facilitate and conduct the Weekly Coordination and Status Meeting with the ETTM System Contractor. These meetings shall be for the purpose of coordination on all new and ongoing issues. The Authority shall be invited to attend these meetings.		
349	During the Weekly Coordination and Status Meetings, the ETTM System Contractor shall review the accuracy and sufficiency of reports, review any discrepancies, and to coordinate any changes to the BOS or ETTM System (such as, bug fixes, Upgrades and Enhancement).		
350	The Contractor shall identify all known BOS, ETTM System and operational issues and required discussion topics and provide them to all attendees and the Authority in advance of the meeting and update the agenda again just prior to the meeting.		
9.1.4. Change Control Board Meetings			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	During the Operations and Maintenance Phase, the Contractor shall conduct the CCB Meetings. The Contractor shall be responsible for conducting and scheduling these meetings in accordance with the Authority developed change control process.		
351	The Contractor shall manage, facilitate and conduct CCB Meetings with the Authority (meeting may be combined with the ETTM System Contractor CCB meeting at the Authority's discretion) on an as-needed basis. These meetings shall be for the purpose of providing status, reviewing, Approving and prioritizing BOS changes (such as, Software enhancements, Software Upgrades, Hardware Upgrades, major bug fixes) and operations changes (such as, policies, Business Rules, operational procedures, phone scripts, and staffing).		
352	The Contractor shall solicit and identify all known statuses and input from the Authority regarding the CCB and provide them to all attendees and the Authority in advance of the meeting and in accordance with the Authority's change control process.		
9.2. Safety			
353	The Contractor shall adhere to all applicable safety standards and guidelines for working on or around energized equipment, including but not limited to the following:		
	· The Authority's safety procedures and guidelines;		
	· local code;		
	· State of California, code, standards, safety procedures and guidelines;		
	· Occupational Safety and Health Administration (OSHA);		
	· National Electrical Manufacturers Association (NEMA) and · National Electrical Code (NEC).		
10. Contract Deliverables Requirements List			
	The following table identifies the Deliverables/Submittals which shall be required for this Project. This table is provided for convenience only; it is the Contractor's responsibility to meet all Requirements.		

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1. Statement of Work and Requirements							
	The following subsections describe the Statement of Work and the Requirements for the Back Office System (BOS). These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and required database fields. The intent of these "including but not limited to" lists is to indicate to the proposer the intent and scope of the Requirement. During design, the naming and number of items and fields will vary; however, all items and fields shall be addresses by the BOS unless the Contractor is formally relieved of the Requirement by the Authority.						
1.1. Global System Requirements							
	The global System Requirements define the overarching Requirements for the Hardware, Software and system comprising the production and non-production environments of the BOS.						
	The Contractor is encouraged to provide innovative solutions that simplify Maintenance, security and the implementation of Upgrades and Enhancements. The Contractor is permitted to use cloud-based and/or premise-based solutions. During the Operations and Maintenance Phase, the entire technical solution and all Third-Party Service Providers must reside and perform the services within the continental United States.						
	The Contractor will be responsible for acquiring and maintaining the applicable Payment Card Industry (PCI) Standards Security Council Level based on the quantity and value of Credit Card transactions processed. The global System Requirements include Requirements for securing PII in accordance with California statutes, the Authority's privacy policy and National Institute of Standards and Technology (NIST) best practices for general information security.						
	Connecting the BOS to the Electronic Toll and Traffic Management (ETTM) System, Interoperable Agencies inside and outside California and to Third-Party Service Providers requires a wide variety of external Interfaces. Providing for these Interfaces will require the Contractor to use existing Interface Control Documents (ICD) when applicable and develop new/more modern Interfaces at the Authority's direction.						
	Although the initial implementation of the BOS will directly support OCTA's I-405 Toll Facility, the BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily Configured to support these potential additional Toll Facilities.						
	A BOS-provided Performance Management and Monitoring System (PMMS) shall monitor the performance of the BOS and provide incident and work order management capabilities and data points for measuring the Contractor's Operations and Maintenance Phase performance as further detailed in the Maintenance and Software Support Services section of these Requirements.						
1.1.1. Environments							
	The BOS shall include multiple environments as required to complete the design, development, integration, testing, delivery and Acceptance of the BOS and properly operate during the Operations and Maintenance Phase. It is the Contractor's responsibility to provide additional Authority-Approved environments should the ones listed herein be insufficient for the Contractor to deliver the appropriate solution.						
	The operating environment of the BOS shall include, but not be limited to:						
	· the primary BOS;						

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1	· a secondary instance of the BOS to be used for Disaster Recovery (DR) and to support Business Continuity;						
	· telephony system;						
	· the Interactive Voice Response (IVR);						
	· Automatic Call Distribution (ACD);						
	· systems for all servicing all channels of customer communication;						
	· Desktop Environments installed at the I-405 CSC and WIC Facility;						
	· all necessary and required office Equipment (for example, printers, copiers and postage machines);						
	· Desktop Environments and telephony systems for two (2) permanent Authority offices throughout the Term of the Agreement. The telephony systems and Desktop Environments shall include full BOS access and supervisory/manager capabilities related to all customer service communication channels and CSR monitoring applications, and one (1) shared private printer for Authority use;						
	· Desktop Environments and telephony systems for three (3) additional temporary Authority offices/cubicles during mobilization of the Facility and throughout Operational and Acceptance Testing. The telephony systems and Desktop Environments shall include full BOS access and one (1) Desktop Environment and phone system shall include supervisory/manager capabilities related to all customer service communication channels and CSR monitoring applications (in addition to the two (2) permanent Authority offices Desktop Environments and telephony systems);						
	· initial setup, security, and Interface of the I-405 BOS application on desktop computers and peripherals at the OCTA Store WIC (desktop computers and peripherals at the OCTA Store WIC are provided by the Authority);						
· all network and communications elements;							
· all required Interfaces and							
· a data warehouse (Phase II and optional).							
2	The primary BOS server environment shall be located at one or a combination of the following locations:						
	· hosted at a Tier 3 data center facility and						
	· hosted on a well-established cloud service provider.						
3	The primary BOS server environment shall have a dedicated infrastructure such that while hosted at a Tier 3 data center facility or by a well-established cloud service provider, the Authority's dedicated BOS application shall run on dedicated virtual machines and/or containers such that only upgrades to the data center/cloud infrastructure and the Authority's BOS application would potentially affect the uptime of the BOS and there is no possibility of functional or infrastructure upgrades required to service other toll customer's applications would cause any downtime or affect the BOS in any way.						
4	The Contractor shall ensure the BOS is fully operational in accordance with the Performance Measures described in these Requirements, for the Implementation and Operations and Maintenance Phases.						
5	The Contractor shall provide all computing environments required to achieve Commencement of Ramp-up/Customer Services, including but not limited to:						
	· a production environment located within the continental United States and						
	· a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent;						
	The Contractor shall provide all computing environments required to sustain the day-to-day operations of the BOS by the Go-Live date, including but not limited to:						

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No.	Requirements	Required Inputs					Comments *Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
6	· a production environment located within the continental United States;						
	· a DR environment at a secondary location within the continental United States in a different time zone, or cloud-based equivalent;						
	· a training environment located at the CSC location;						
	· a test environment and						
	· a development environment.						
7	During both the Implementation Phase and the Operations and Maintenance Phase, the Contractor shall not allow any Authority data or customer PII outside of the U.S. Individuals and entities outside of the U.S. shall only have access to the development environment and shall not have access to customer PII.						
8	The Authority shall have logon access to all BOS environments.						
9	The Contractor shall keep all BOS environments current with all major releases of operating systems, databases, Software and firmware. Releases shall not be more than one (1) release behind the manufacturer's latest major release unless Approved by the Authority. The Contractor shall also make the necessary Software changes required to ensure compatibility with the evolving IT environment.						
10	With the exception of the development and test environments, which may change as part of testing and development cycles, the Contractor shall keep operating systems, databases, Software and firmware consistent across all environments, including, but not limited to configuration and patch level. At least one development and one test environment shall mirror the current production environment at all times during the Operations and Maintenance Phase.						
11	The test environment shall be sufficiently sized to successfully test Software changes and their effect on the production environment, including load and stress testing.						
1.1.1.1. Operating and Computing Environments – Production							
	The Contractor is expected to provide a BOS solution that is a dedicated, hosted and/or cloud-based system and as such should provide for the following operating and computing environment Requirements for production.						
12	The BOS production environment shall use new Hardware and Equipment for any Equipment installed on-premise at Authority's facilities or at a hosting facility.						
13	The BOS production environment shall be a high availability fault-tolerant design configuration of servers, storage, databases and backup systems and connected using high-speed inter-system storage and networking fabric, including any ancillary Equipment necessary to provide a complete production system which meets the Requirements.						
14	In the event of a complete failure of one or more of the components or sub-systems in the BOS production environment, affected components or sub-systems shall failover to the secondary BOS at the DR site. Performance and availability Requirements for the individual components and sub-systems of the BOS shall not be affected.						
15	The design and implementation of the BOS production environment shall ensure no single-point-of-failure exists within the configuration and the BOS shall continue to operate without data loss in the event any single component of the configuration fails.						
16	The operating system used for all servers shall be a multi-user and multi-tasking operating system from a manufacturer that is widely recognized and used in the United States for complex, high-volume database operations.						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
17	The operating system shall be compatible with all Hardware, Software and other BOS components for the duration of the Operations and Maintenance Phase, including but not limited to: <ul style="list-style-type: none"> the Relational Database Management System (RDBMS); the Contractor's application Software; the Contractor's proposed network and communications topology and all Desktop Environments and peripherals defined in these Requirements. 						
18	The operating system shall fully utilize the high availability BOS server architecture.						
19	The operating system shall be the latest stable version at the time of implementation (unless otherwise Approved by the Authority), field-proven and have a clearly documented Upgrade path and be supported by the manufacturer.						
20	The Contractor shall provide a highly reliable and secure RDBMS for the storage of images, user accounts, transaction/trip data, Violation data and all other data.						
21	The RDBMS shall be the latest version at the time of implementation (unless otherwise Approved by the Authority and field-proven to operate in a complex, high-volume transaction environment.						
22	The RDBMS shall be certified with the operating system, appropriate application Software and shall fully utilize the high availability BOS server architecture.						
23	The RDBMS shall support Upgrades to the operating system, applications, memory, processors and other components.						
24	The RDBMS shall have a clearly documented Upgrade path and be supported by the manufacturer.						
1.1.1.2. Operating and Computing Environments – Disaster Recovery (DR)							
25	For DR purposes the Contractor shall provide a DR computing environment of equivalent size and capabilities to the primary BOS, at a secondary location within the continental United States and in a different time zone from the primary BOS.						
26	The DR environment configuration shall continuously mimic the BOS production environment in terms of configuration and data and shall be capable of performing all functions of the production environment, at the same performance and availability levels described in these Requirements for the primary BOS.						
27	When put into production, the bandwidth provided to the DR site shall provide for the same performance and reduction of latency as the production BOS for both customers and CSC Operations staff.						
28	The DR environment at the DR site shall be capable of being brought on-line and made fully operational in accordance with the Performance Measures.						
29	In the event of a catastrophic failure of the primary BOS, the secondary BOS at the DR site shall be capable of sustaining BOS operations indefinitely, or until such time as the primary BOS can be brought back on-line or a new primary site is identified and made fully operational.						
30	The Contractor shall provide validation that the DR procedures and environment is capable of providing Business Continuity in the event of a catastrophic failure of the primary BOS. This testing shall be coordinated with the Authority and all the results shall be immediately provided to the Authority.						
31	The DR server environment shall be located at one or a combination of the following locations: <ul style="list-style-type: none"> a Tier 2 data center facility and a well-established cloud service provider. 						
1.1.1.3. Operating and Computing Environments – Data Warehouse (Phase II and Optional)							

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	The data warehouse provides for the running of data analytics (Business Intelligence) reporting. It also allows the Authority to either directly or upon request to the Contractor, query data and run reports without having to compete for production reporting resources. The data warehouse environment stores all required data (to be defined during the Implementation Phase) from the BOS.						
32	The Contractor shall provide, as part of the production environment, a separate data warehouse environment for business intelligence and analytics reporting.						
33	The data warehouse shall be dedicated, and the required general reporting shall not depend on the data warehouse in any way.						
34	The Contractor shall be responsible for the design and testing of the extract, transform and load (ETL) process from the BOS during the Implementation Phase and the transfer of data after Go-Live throughout the Operations and Maintenance Phase.						
35	The Contractor shall provide validation that all data transferred to the data warehouse is complete and accurate.						
36	The data warehouse environment shall be updated from production in near-real time.						
37	The data warehouse environment shall be capable of being updated via an ETL process from the production System via a one-way replication.						
38	Because the data warehouse is Phase II functionality, if the option is executed, at start-up of the data warehouse the Contractor shall extract all applicable historical data from the BOS. The design of the data warehouse database schema, ETL process and the data analytics application shall be part of a post Go-Live, Phase II task.						
1.1.1.4. Operating and Computing Environments – Training							
39	The Contractor shall provide a non-production training environment, independent from the production and DR environments, to support the initial and ongoing training of the CSC Operations and Authority’s personnel.						
40	The training workstation environments shall be located at the CSC site unless the Contractor can submit and gain Authority’s Approval of an alternative location.						
41	The training desktop environment shall replicate the production Desktop Environments, including all peripherals as dictated by the position being trained.						
42	The number of training stations shall be determined by the Contractor to meet the training needs in accordance with the CSC Operations and Facility Mobilization Plan and on-going remedial and new training of personnel.						
43	The Contractor shall provide the capability to restore training environment databases and to periodically refresh the training environment data from the production BOS, using data cleansing procedures Approved by the Authority.						
1.1.1.5. Operating and Computing Environments – Test							
44	The Contractor shall maintain a BOS test environment that matches the BOS production environment configuration for the purpose of testing and verifying software Enhancements and Upgrades prior to being put into production.						
45	At the Authority’s request, the Contractor shall provide access to the test environment for independent testing and verification to software Enhancements and Upgrades prior to being put into production.						
46	To the extent possible, the test environment shall interface directly to Third-Party Service Providers and Interoperable Agency test and/or production systems. For example, the DMV and ROV Interfaces.						

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No.	Requirements	Required Inputs					Comments *Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1.1.1.6. Email, Chat, Fax and Text Messaging							
47	The Contractor shall provide the capability for manual, scheduled and system triggered outbound/inbound email (including email attachments) and texting that meets the outbound/inbound correspondence Requirements.						
48	The Contractor shall provide the capability for outbound/inbound fax that meets the outbound/inbound correspondence Requirements.						
49	The Contractor shall provide the capability for chat sessions that meets the Requirements.						
50	The Contractor shall provide the capability for multiple outbound domain name emails to avoid spam blocks or may provide an alternative solution.						
51	The Contractor shall provide the capability for Authorized Users to view system-generated status information for electronic messages (such as, email, texting or fax) that are sent from within the BOS application. For example, an Authorized User (e.g., customer service representative) verifies that email messages have been successfully sent from the BOS.						
1.1.1.7. Hardware, Software and Other Equipment							
52	The Contractor shall provide completely new Desktop Environments for all CSC Operations personnel.						
53	The Contractor shall integrate with the BOS all Authority provided or procured 6c transponder readers/programmers for use in the CSC.						
54	The Contractor, with the Approval and assistance of the Authority, shall procure any 6c readers/programmers required for the CSC on a cost pass-through basis.						
55	All Hardware and Software shall be new, commercially available products currently in production, of the latest design/version at the time of purchase (unless otherwise Approved by the Authority) and field-proven in high-volume revenue operations, including but not limited to:						
	· Hardware;						
	· Software;						
	· firmware and · other supplies, Equipment or components.						
56	All Hardware and Software shall be obtainable from multiple sources readily available to the Authority, unless otherwise Approved by the Authority. An exception to this may be the Contractor's custom-developed Software.						
57	The Contractor shall provide a dated invoice for all materials procured under this Agreement. Shipping bills shall be retained and copies furnished to the Authority along with the invoice on which they appear.						
58	All commercial Software provided as part of the BOS shall be enterprise class. Enterprise class applications are designed to be robust and scalable across a large organization and are customizable to meet the specific needs of the BOS. Note: Do not construe this to require enterprise level software licenses. It is the Contractor's responsibility to provide the proper level of software licensing.						
59	The solution furnished and installed shall be appropriately sized for capacity, as required to support growth in traffic volumes. It also shall be scalable, allowing for additional transactions/trips, images and Toll Facilities to be added for all BOS functions while continuing to meet the Performance Measures.						
60	The Contractor shall use field-proven Hardware, Software and Equipment configurations that support future Upgrades to processors, memory, storage, operating system, database and other system components.						

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61	Licenses and Software media (or online access for downloading media) shall be provided to the Authority for all Hardware, third-party Software and firmware procured, furnished and installed as part of the BOS.						
62	The Contractor shall retain authorized copies (backups) for all Software media as required for use in periodic BOS Maintenance, Upgrades or system restores for a minimum of one year.						
63	All Hardware and Equipment provided to support BOS and CSC Operations shall be networked and fully integrated with the functional BOS (including PMMS) and the Desktop Environments.						
64	The standard Point of Sale devices shall support Europay, MasterCard and Visa (EMV) chip integrated circuit card and contactless Near Field Communication (NFC) devices. The Contractor shall ensure compliance with EMV chip guidelines for chip card transactions and International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 18092 specifications for contactless NFC transactions.						
65	Check scanners (for remote deposit capture) shall include, but not be limited to:						
	· high accuracy Magnetic Ink Character Recognition (MICR) rate;						
	· compliance with "The Check Clearing Act for the 21st Century" (Check 21);						
	· check defacement features and alphanumeric Optical Character Recognition (OCR) A & B font recognition.						
1.1.1.8. Network, Communications, Telephony, Security and Surveillance							
66	The Contractor shall provide all required network Equipment and communications lines (including all installation and recurring costs throughout the Term of the Agreement) to connect the CSC and BOS to all required users and systems with sufficient bandwidth to meet all Requirements at no additional cost to the Authority, including:						
	· secure dedicated and redundant Interface connections for all BOS to CSC personnel communications;						
	· remote Contractor personnel;						
	· work-at-home Contractor personnel (under certain Business Continuity procedures);						
	· secure dedicated and redundant Interface connections for all Contractor designated Third-Party Service Providers;						
	· all Contractor provided BOS environments;						
	· secure dedicated and redundant Interface connections for customers accessing the BOS or CSC via telephony, IVR, Self-Service Website, Self-Service Mobile Application (Phase II and optional) and all other channels;						
	· secure dedicated and redundant Interface connection to ETTM System at 4301 W. MacArthur Blvd, Santa Ana, CA 92794;						
	· secure dedicated and redundant Interface connections for the OCTA Store WIC location at 600 S Main St, Orange, CA 92868 via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary Equipment at the OCTA Store WIC location;						
	· secure dedicated and redundant Interface connections for Authority's staff locations from various locations via secure public VPN (or other Authority Approved Interface). OCTA will provide all necessary Equipment at the Authority staff locations and						
· secure dedicated and redundant Interface connections for all Authority designated Third-Party Service Providers via secure public VPN (or other Authority Approved Interface). OCTA or others will provide all necessary Equipment at the Third-Party Service Providers locations.							

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67	The Contractor shall provide the telephony systems for all CSC Operations personnel at the CSC and the collocated WIC. Note: The telephony system at the OCTA Store WIC at 600 S Main St, Orange, CA 92868 will continue to be provided by OCTA.						
68	As part of the Implementation Phase, the Contractor shall provide and install all network Equipment and communications as required to meet the Requirements.						
69	The Contractor will assume Maintenance, administration and Upgrade of all network Equipment and communications to service the BOS and CSC throughout the Operations and Maintenance Phase.						
70	The network connection to the ETTM System shall be of sufficient bandwidth to support the transfer of images, transactions/trips, Transponder Status Lists and other required files.						
71	The Contractor shall increase throughput and bandwidth as needed to eliminate system latency and meet the Requirements.						
72	The Contractor shall provide network monitoring Software to monitor all Contractor provided and Authority provided infrastructure, network Equipment and communications related to the BOS and CSC. All network notifications and alarms shall be reported to the PMMS.						
73	The Contractor shall provide the capability for time synchronization to one or more certified time server(s). The Contractor shall provide for redundant certified time sources should the primary source be unavailable.						
74	The Contractor shall ensure exact synchronization with the ETTM System.						
75	The Contractor shall provide secure remote access to the full capabilities of the BOS for Authority Authorized Users working remotely.						
76	The Contractor shall be responsible for ensuring that all BOS networks and communications are compliant with the Security Standards.						
1.1.2. BOS Functionality							
	The BOS functionality Requirements begin with the design of a GUI to the BOS. Through the GUI, Authorized Users (from within the CSC) and customers (accessing via the Self-Service Website, and Self-Service Mobile Application (Phase II and optional)) will access a user account and other information within the BOS. This section of the global Requirements also includes Requirements for establishing and controlling user access to the BOS, logging and security controls and maintaining efficient databases through regular purging and archiving of stale records in accordance with the Security Standards.						
1.1.2.1. Graphical User Interface (GUI)							
	The GUI design must include accepted computer industry design standards for ease of readability, understanding and appropriate use of menu-driven operations, user customization and intuitive operation. The GUI should allow for efficient action by CSR or customer minimizing screens and clicks to modify.						
77	The Contractor shall provide a secure, browser-based GUI for the BOS application, Self-Service Website, and all external Interfaces.						
78	The Contractor shall provide for secure communications with the BOS application, all customer portals and all external Interfaces, such as Hypertext Transfer Protocol Secure (HTTPS) or similar.						
79	The GUI shall adhere to accepted development standards and specifications, including but not limited to World Wide Web Consortium (W3C) and HyperText Markup Language (HTML) Version 5 or current standard.						

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80	The Contractor shall follow Payment Card Industry Data Security Standard (PCI DSS) and standard security practices in the design of the GUI for the BOS application, all customer portals and all external Interfaces.							
81	The GUI design and development shall incorporate human factors and usability engineering and be optimized for speed, as well as provide the following controls, including but not limited to:							
	· menus (such as pull down, popup, cascading, leveling, etc.);							
	· allowing for multiple windows within the application, such as to navigate back without having to re-enter a user account;							
	· informational messages;							
	· positive feedback;							
	· exception handling and error dialogs, including logging the error (in the PMMS);							
	· control icons, links and action buttons;							
82	· data entry fields, combo boxes, check boxes;							
	· display (read-only) fields and							
	· general and context-specific help menus.							
	82	Data entry screens shall have Configurable mandatory fields that require data entry prior to continuing through the process.						
	83	The Contractor shall provide field-level validation and format verification upon existing data fields applicable to pre-defined formats or standards, including but not limited to:						
		· alpha-numeric;						
		· date;						
· time;								
· special characters;								
· length;								
· license plate number (based on individual issuing Jurisdiction rules) fields;								
· transponder numbers;								
· telephone number;								
· email address;								
84	· ZIP or postal codes and							
	· check-digit, checksum, Modulus-10 or other verification algorithms for fields such as Credit Card number.							
	The Contractor shall provide field-level "tooltips" or other interactive help, Configurable by the system administrator, that provide specific guidance on any field presented, including but not limited to:							
	· alpha-numeric fields;							
	· date fields;							
	· time fields;							
	· special characters;							
	· username and password;							
	· length restrictions;							
	· license plate number (based on individual issuing Jurisdiction rules) fields;							
· transponder fields;								
· telephone number fields;								
· email address fields;								

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	<ul style="list-style-type: none"> · ZIP or postal code fields and · Credit Card number fields. 						
85	<p>The Contractor shall provide the capability for Authorized Users to maintain drop-down lists, including but not limited to:</p> <ul style="list-style-type: none"> · add items; · deactivate items; · set effective activate and deactivate times; · modify items; · toggle item visibility on/off; · set the display order; · change the display order; · set the default value and · change the default value. 						
1.1.2.2. BOS Application Requirements							
86	The Contractor shall provide navigation optimized for speed and with identical screen presentation and user experience, regardless of the browser used. The BOS application shall detect and advise if the browser being used is out-of-date or not supported, as well as instruct where updates can be obtained.						
87	Help menu/dialogue box shall be provided for each screen, each editable field and each selectable option within each screen.						
88	The Contractor shall provide workflow and application help menus that integrate seamlessly into the user interface.						
89	The Contractor shall provide help menus that provide clear descriptions and walk-through procedures for all standard tasks.						
1.1.2.3. User Accounts, User-Roles, User-Role Management and Controls							
	User account management and role management is an important component to the overall security of the solution. Authorized Users are Approved users that have role-based credentials to access the BOS as an employee of the Contractor, employee of the Authority, Third Party Service Provider, or contractor of the Authority.						
90	Authorized Users shall access the BOS using an authenticated, role-based login and be uniquely identified and authenticated using a strong password policy.						
91	The Contractor shall provide the capability for only privileged accounts to use tools with administrative capabilities conforming to the concept of least privilege.						
92	Allow for full integration with Microsoft Active Directory (AD) or similar access system Approved by the Authority so users are not required to enter separate passwords for system access (the BOS shall prompt users for their credentials and not allow pass-through authentication), and that all rules for password security (for example, characters or rotations) are enforced and passed between the network and the application.						
93	The Contractor shall provide the capability to create (Configurable) BOS user accounts.						
94	The Contractor shall provide the capability to create a new user account having the same role/rights as an existing user account.						
95	The Contractor shall provide the capability to allow first name, middle name and/or last name to be changed without having to create a new user account, such as to correct an error or make a change because of marriage or divorce.						

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96	The Contractor shall provide the capability to search for Authorized Users using Configurable criteria.						
97	The Contractor shall provide the capability to track user accounts created dates and disabled dates information, since user accounts may be enabled and disabled repeatedly over a period of time (because of leaves of absence, etc.).						
98	The Contractor shall provide the capability to search and view all information about a user account on a particular date and time.						
99	The Contractor shall provide the capability to control all access rights within the BOS through the assignment of user-roles.						
100	The BOS shall prevent the direct assignment of rights to an Authorized User, and all rights must flow from a user-role.						
101	The Contractor shall provide the following user-role capabilities, including but not be limited to:						
	· allow Authorized Users to belong to multiple user-roles;						
	· allow the deactivation of a user-role, provided no active Authorized Users are assigned to that role;						
	· ensure modifications to roles are immediately propagated through the BOS and to all Authorized Users currently assigned to the role;						
	· prevent BOS access to users who are not assigned to a user-role and						
· provide a built-in "read-only" capability that can be added to any user-role, allowing user accounts assigned to that role to view information on the screen and print reports (but not make changes).							
102	The Contractor shall provide the capability for an Authorized User to view the summary of permissions of a user created with multiple user-roles.						
103	The Contractor shall provide the capability for Authorized Users to manage user-roles, including but not limited to:						
	· create new user-roles;						
	· change access rights;						
	· assign and un-assign user-roles to user accounts;						
	· assign and un-assign user accounts to user-roles;						
	· adjust user-roles and deactivate user-roles.						
104	The Contractor shall provide the capability for Authorized Users to manage multiple levels of access control based on user-roles, including but not limited to:						
	· broad functional level, for example, user-role X is denied access to the user account management functionality;						
	· detailed functional level, for example, user-role Y is allowed access to the user account management functionality but denied access to close user accounts function and						
	· field level, for example, user-role Z is allowed access to the user account management functionality but denied access to the tax-exempt checkbox.						
	The Contractor shall provide the capability for Authorized Users to deny/allow access or allow read-only access, based on user-roles, including but not be limited to:						
	· specific menus;						
	· specific items on a drop-down list;						
	· specific individual screens;						
	· specific functions on a screen;						
	· specific fields within a specific screen;						

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105	<ul style="list-style-type: none"> specific types of transactions/trips; specific processes; specific reports; specific activities based on account status; specific search capabilities; specific transaction/trip approval privileges; specific workstation location access; specific workstation time restrictions and specific time restrictions. 						
106	The Contractor shall provide the capability to configure Flags as part of a user role definition, so they can be viewed based on user-roles.						
107	The Contractor shall provide the capability to send Alerts to the PMMS for logging and notification based on the assignment/removal of a specific user-role (Configurable as new user-roles are created).						
108	The Contractor shall provide the capability to search for all Authorized Users with a specific role and all user accounts with a specific access right.						
109	The Contractor shall provide the capability to search and report on user-roles for a particular date, distinguishing between an active user account (able to access information according to its roles) an inactive user account (temporarily unable to access information because of a locked password or expired from lack of use) and a disabled user account (a user account no longer able to access information because of the intervention of an Authorized User).						
110	The BOS shall keep a full history of all user-role details with effective dates so the exact rights for a particular user-role can be viewed by Authorized Users at any point in time.						
1.1.2.4. Logging Mechanisms							
	These mechanisms provide chronological recording of system events and user account activities. They also document the sequence of activities that have been affected at any time during a specific operation, procedure or event.						
111	The Contractor shall provide comprehensive, system-wide logging capabilities ensuring every change to a BOS record of any type is logged with a date/time stamp, including the Authorized User (and IP address) that made the change.						
112	The Contractor shall ensure that system clocks are synchronized. For example, Desktop Environments, Equipment, servers, physical security systems and CSC Surveillance CCTV systems.						
113	The Contractor shall provide the capability to log all changes to user accounts.						
114	The Contractor shall provide the capability to log all changes to the Processing Exception List.						
115	The Contractor shall provide BOS reports, including but not limited to: <ul style="list-style-type: none"> reports of logged activity by activity type and reports of logged activity by user accounts. 						
116	The Contractor shall create a log when a user-role is assigned, changed or removed from a user account.						
117	The Contractor shall provide screens so Authorized Users can view all log files.						
118	The Contractor shall provide the capability to log and track all user activities and user accounts viewed by specific user account with date, time stamp, and workstation location.						
119	The Contractor shall provide Configurable Alerts to the PMMS for all functions of the BOS which are logged.						

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120	The Contractor shall provide logging that includes actions taken within a user account with date and time stamp.						
121	The Contractor shall provide logging of all changes (view, add, delete, modify) to Credit Card information.						
122	The Contractor shall provide logging of all user login attempts, including but not limited to:						
	· username;						
	· originating Internet Protocol (IP) address;						
	· date;						
123	· time and						
	· success/failure.						
	The Contractor shall provide logging of all customer login attempts, including but not limited to:						
	· Uniform Resource Locator (URL);						
	· user account;						
124	· browser/platform including version number;						
	· originating IP address;						
	· date;						
	· time and						
125	· success/failure.						
	The Contractor shall provide audit logging capabilities that provides the ability for view access by CSR and/or by account to have the review of users that have accessed the account or Case even if no changes have been logged.						
126	The Contractor shall create a log of all changes to system configurations or settings and record the user name, date, time and IP address from which the change was made.						
127	The Contractor shall be in compliance with all PCI DSS logging requirements while preventing any logging of Credit Card numbers or card verification value data, including debugging and error logs.						
128	The Contractor shall be in compliance with all PII logging requirements while preventing any logging of PII data, including in debugging and error logs.						
129	The Contractor shall provide the capability to generate an Alert to the PMMS when debugging logs are turned on within the production environment.						
130	The Contractor shall prevent tampering with log file data.						
130	The Contractor shall provide the capability to log and track changes to applications, databases and operating systems.						
1.1.2.5. BOS Security Standards, PCI-DSS, PII and Best Practices							
	The Contractor shall provide security and access controls in accordance with the Security Standards. These Security Standards will evolve as standards, best practices and California statutes evolve over the Term of the Agreement.						
	The Contractor's approach to BOS and user security shall continually provide adherence to the latest specifications, publications, policies and standards, including but not be limited to:						
	· compliance with PCI DSS;						
	· protecting the confidentiality of PII in accordance with the Authority's privacy policy;						
	· protecting the confidentiality of PII in accordance with Section 31490 of the Streets and Highways Code and other applicable California statutes;						

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131	· protecting the confidentiality of PII in accordance with the recommendations in publication 800-122 from the National Institute of Standards and Technology (NIST) or subsequent versions;						
	· protecting the confidentiality of PII in accordance with California Consumer Privacy Act (CCPA);						
	· protecting the confidentiality of PII in accordance with California Online Privacy Protection Act (CalOPPA);						
	· encryption of data in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices;						
	· protecting the confidentiality of PII in accordance with the California Civil Code Section 1747.08.;						
	· account for information security management risk as described by NIST Cybersecurity Framework special publication 800-39;						
	· conformance to applicable best practices for information security management as described by the ISO/IEC 27000 standards;						
	· the security Requirements and · all California and out-of-state DMV security requirements and standards.						
132	The Contractor shall Design the System to anticipate that during the Implementation and/or Maintenance Phases the System will become subject to more restrictive digital privacy laws and regulations (for example, similar to European Union General Data Protection Regulation (GDPR)). During Design within the Implementation Phase, the Contractor shall provide documentation (within applicable deliverables) and demonstrate (during testing) the System's preparedness to anticipate more restrictive privacy Requirements.						
133	The Contractor shall establish and maintain a formal, documented, mandated, BOS and CSC Operations information security policy that shall be communicated to all Contractor and Subcontractors personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all Security Standards, applicable laws and regulations, and to address new threats and risks.						
134	The information security policy shall address all removable media except in the context of Contractor's routine back-ups or as otherwise specifically Approved by the Authority, Contractor shall institute strict physical and logical security controls to prevent transfer of BOS data via removable media.						
135	The Contractor shall provide strong end-to-end encryption for all sensitive information, including PCI and PII) stored within databases (at rest) or being transmitted (in-motion).						
136	The Contractor shall use strong encryption methods such as AES FIPS-179 (128 bits and higher) or RSA (2048 bits and higher), or an equivalent if Approved by the Authority.						
137	The Contractor shall provide encryption keys that are considered sensitive information and stored on appropriately secured servers.						
138	The Contractor shall prevent any unauthorized user, system or database administrator from viewing encrypted information in unencrypted form, while providing the capability for Authorized Users to view encrypted information in unencrypted form to perform tasks based on a defined role.						
139	The Contractor shall ensure that no cardholder data, such as Credit Card numbers or card verification value data, is in any BOS environments.						
140	The Contractor shall ensure that no PII data is in the BOS environments other than production, DR and test.						
	The Contractor shall provide comprehensive user credential controls that are compliant with PCI standards, including but not limited to:						

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141	<ul style="list-style-type: none"> prevent the creation of 'generic' user accounts – all user accounts shall be associated to a specific person. For example, use the unique employee ID as a required field for each user account. Duplicate IDs would be rejected and prevent a user (role-based) from logging in at two different machines at the same time, while allowing a single user on a single machine to have multiple sessions open at the same time. 						
142	<p>The Contractor shall provide the capability to configure different user credential controls for different types of users, including but not limited to:</p> <ul style="list-style-type: none"> Authorized Users who will access the BOS; Third-Party Service Providers that access the BOS via external Interfaces and customers who will access the BOS via the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and the IVR. 						
143	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to out-of-date security software and patch versions.						
144	All Hardware shall be integrated with the PMMS and configured to provide PMMS alerts in relations to all attempted intrusions, virus attacks, ransomware attacks, spamming, denial of service and attempted/successful unauthorized access.						
145	For any Hardware removed from the BOS, the Contractor shall provide a notarized statement, detailing the removal or destruction method used, the data sets involved, the date of destruction, and the company or individual who performed the destruction. The statement shall be sent to the Authority within fifteen (15) Calendar Days of removal of the Hardware. The destruction or erasure of data or information pursuant to this section shall be in compliance with industry Best Practices (e.g., NIST SP 800-88, Guidelines for Media Sanitization)						
146	The Contractor shall provide a report of all security incidents. The Authority or its third-party designee may, but is not obligated to, perform audits, security tests and intrusion tests of BOS environments that may also include, but are not limited to, interviews of relevant personnel, review of documentation, and/or technical inspection of systems.						
147	The Contractor shall provide for Authority's review any original security reports related to security assessments that the Contractor has undertaken to assess BOS and shall notify the Authority of all security assessments.						
1.1.2.6. Archival and Purge Control Mechanisms							
	The Authority is public and, therefore, are subject to the law governing the retention and disposition of information considered as public record. The Requirements for archiving and purging include Requirements for automating these activities in a way that maintains compliance with the Contractor retention schedule that is provided as part of the Contractor's Maintenance documentation, while providing the Authority a method to Approve the disposition of records before they are deleted.						
148	The Contractors archival and purge processes shall be in compliance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.						
149	The Contractor shall provide the capability for fully automated and Configurable storage of historical data (archival) and the permanent deletion of inactive or obsolete data (purging).						
150	The Contractor shall provide the capability to store 100 percent of the BOS electronic information in accordance with the data retention Requirements set forth in the Security Standards and Volume I, Section 4.2.17 Records.						

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151	The Contractor shall provide the capability to store 100 percent of the BOS electronic historical information indefinitely if they have enduring significance to the Authority's activity (i.e., permanent, evidentiary, and/or historical value) in accordance with the retention schedule. All information, other than that prohibited within the Requirements, will be retained for the duration of the Agreement and archived or moved to long-term storage as deemed appropriate during the Implementation Phase to meet all customer and Authority needs for reporting and data access.						
152	Archival and purge routines shall be Configurable for each impacted data element, including but not limited to:						
	· transactional data;						
	· all formats of customer PII data;						
	· Images (Violations-related and I-Toll-related);						
	· documents;						
	· Notifications;						
153	· BOS logs and						
	· third-party provided files.						
154	The Contractor shall provide the capability to archive data on a monthly interval.						
155	The Contractor shall provide the capability to purge archived data on a periodic basis.						
156	Authorized Users shall have the capability to request retrieval of archived data through the Contractor's ticketing system included in the PMMS.						
157	All archived data shall be stored on permanent, long-term storage media and shall be maintained at a secure Authority Approved third-party commercial data storage facility.						
158	Servers shall retain transaction/trip and summarized data, all images and BOS logs online for a specified period of time and then archive that data.						
159	Data shall be purged in accordance with the data retention schedule.						
160	The Contractor shall provide the capability to notify the BOS Maintenance personnel via the PMMS a Configurable number of days in advance and require Authorized User approval for when archival and purging jobs are to be executed, including but not limited to data elements impacted, date range applied and data size impact.						
161	After successful archival of data and confirmation via the PMMS, the deletion of online data shall be automatic, without user intervention and shall generate a message to be transmitted according to the PMMS rules. Absolutely no transactions/trips shall be deleted unless confirmed to be successfully archived.						
162	The BOS servers shall be sized to accommodate for the restoration of selected archived data (one -year minimum).						
1.1.3.1	Authorized Users shall be able to generate queries from the restored data.						
1.1.3. Interfaces							
	The Contractor is responsible for working with the Authority, Interoperable Agencies/California Toll Operators Committee (CTOC) and Third-party Service Providers in designing, developing, documenting, testing and implementing all required Interfaces and portals.						
1.1.3.1. General Requirements for External Interfaces							

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	Electronic Interfaces are required to provide BOS connectivity. The technical specifications for these Interfaces are documented in ICDs that have either already been developed by the Authority or shall be developed by the Contractor. The ICDs include Requirements for data format and transmission, criteria for acknowledgement and validation of transmitted data and procedures for recording and reconciliation as appropriate for each Interface.						
163	The Contractor shall develop new or comply with existing electronic Interfaces at the direction of the Authority.						
164	The Contractor shall provide for guaranteed transmission of data for all Interfaces and portals.						
165	The Contractor shall provide for 100 percent reconciliation of the transmitted and received data and files.						
166	The Contractor shall provide the capability for Authorized Users to access and view the contents of files, including compressed or encrypted files, which are received by the BOS and transmitted by the BOS in a readable format. Authorized Users shall have the capability to save the contents of such files.						
167	The Contractor shall provide the capability for sending real-time Alerts to the PMMS for Interface and data transmission failures, including but not limited to:						
	· real-time dashboard for managing and monitoring Interfaces;						
	· workflow user Interface for managing and monitoring steps within each Interface;						
	· status and history of executions;						
	· comprehensive scheduling of file transmissions;						
	· tools for viewing data and/or contents of files received via Interfaces and portals (compressed or encrypted);						
	· comprehensive reporting for transmitted and received data and files;						
168	When using File Transmission Protocol (FTP), the Contractor shall utilize Secure File Transmission Protocols (SFTP) for the transfer of data and/or files via Interfaces and portals.						
169	The Contractor shall provide the capability to transmit and receive multiple files during each scheduled batch.						
170	The Contractor shall provide the capability to transmit and receive multiple full and incremental files in a day.						
171	The Contractor shall utilize file naming conventions that prevent the over-write of data and/or files. For example, include the date and time of transmission.						
172	The Contractor shall provide file handling and processing methods that provide for a complete log of the data and/or file transfer process.						
173	The Contractor shall validate records and identify errors in the received data and/or files, including but not limited to:						
	· mandatory fields;						
	· data formats;						
	· data validity (for example, user account number not found in the BOS);						
	· duplicate records;						
	· unexpected response;						
	· checksum/record count verification and						
	· incorrect status.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
174	The Contractor shall provide the capability to correct and re-transmit data and/or files (the process shall be automated to the extent possible).						
175	The Contractor shall provide the capability to process re-transmitted data and/or files.						
176	The Contractor shall provide the capability to transmit the error details to the transmitting entity, as well as record it in the PMMS.						
177	The Contractor shall provide the ability to identify missing records/transactions/images and request the transmission of such missing records/transactions/images.						
178	The Contractor shall reconcile the transmitted records to the records received and accepted by the receiving entity.						
179	The Contractor shall provide the means to identify Interface issues by validating the file transmission process, including but not limited to:						
	· creation and transmission of data and/or a file at the scheduled time, even if there are no records to transmit;						
	· determination if the data and/or a file was transmitted or received at the scheduled time;						
	· creation of Alerts to the PMMS if data and/or a file was not created or received at the scheduled time;						
	· creation of Alerts to the PMMS if received data and/or a file was not acknowledged;						
	· creation of Alerts to the PMMS if records in the received data and/or file had errors when processed;						
180	· provide details in real-time to the PMMS of each failed record and						
	· creation of Alerts to the PMMS when a response has not been received for individual records within the expected duration.						
	The Contractor shall provide data and/or file transmission and reconciliation reports as described in these Requirements.						
181	All responses received from third-party Interfaces and all actions required of the third-party to a file transmitted by the BOS shall be associated with the original transaction, including but not limited to:						
	· Violation data and images;						
	· images of check copies for a payment;						
	· Notifications to customers transmitted by the Collection Agency;						
182	· comments and dispositions transmitted in the response file and						
	· emails received from the customer related to a specific transaction/trip or Violation.						
182	The Contractor shall provide the capability for Authorized Users to obtain the history of updates to a transaction/trip.						
183	The Contractor shall provide a dashboard that tracks the progress of data and/or file transmissions through each stage and their acknowledgements by the receiving entity, including but not limited to:						
	· transactions/trips eligible for transmission;						
	· file and/or data created with file name;						
	· file and/or data transmitted;						
	· file and/or data received;						
	· file and/or data accepted;						
	· file and/or data rejected;						
	· file and/or data re-transmitted;						
183	· number of records in the file and/or data set;						

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	<ul style="list-style-type: none"> number of unique user accounts and number of failed records. 						
184	The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to file and/or data transmission for each Interface. For example, scheduling the time-of-day that a specific file is transmitted.						
185	The Contractor shall monitor the disk capacity where files and/or data are deposited and send an Alert to the PMMS and third-party entities (if applicable) if folders are near capacity (Configurable) or full.						
186	The Contractor shall provide the capability to automatically archive successfully processed data and/or files after a number of days (Configurable).						
187	The Contractor shall provide the data to reconcile file transmissions.						
188	The Contractor shall conform to any existing ICDs, including any updates required at the time of design and develop all new ICDs that are required to be developed. It is the Contractor's responsibility to ensure all ICDs (including existing) are accurate, updated and meet the Requirements of the BOS before developing the Interfaces. Standards-based Interfaces shall be used when available and all Interfaces shall be Approved by the Authority.						
189	Where the Third-party Service Provider currently supports or is willing to develop a more modern and current interface, the Contractor shall be responsible for developing the ICD or using the ICD to develop the new Interface as directed by the Authority.						
190	The Contractor shall implement required updates to Interfaces at the direction of the Agencies at no additional cost to the Agencies.						
1.1.3.2. Interface to the ETTM System							
	This Interface connects the BOS with the ETTM System for transmitting transactions/trips, images, toll rate information, transponder files, license plate files and other data to the BOS for processing and for transmitting various data back to the ETTM System.						
191	It is anticipated that the BOS shall receive, process and store an average of four (4) transactions per trip, including both Toll Collection Enforcement Site (TCES) and Toll Transponder Read Site (TTRS) transactions.						
192	If the BOS implementation requires an update to the ETTM System ICDs, the Contractor shall develop the new ICD and coordinate all design, development and testing with the ETTM System Contractor.						
	The ETTM System ICDs may include many data fields, including but not limited to:						
	<ul style="list-style-type: none"> trip transaction ID; trip ID; timestamp for when the trip started; amount of time that was being allotted for travel from the pricing sign to the Toll Zone; Occupancy Setting applied for the overall trip; Clean Air Vehicle identifier for overall trip; motorcycle identifier for overall trip; image-based or a tag-based trip identifier; total toll rate assigned for the trip; total toll rate that was in effect at the time of the trip; primary transponder ID for the overall trip; license plate number for the overall trip; Jurisdiction of the license plate for the overall trip; 						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
193	· license Plate Type for the overall trip;						
	· segment identifier;						
	· lane identifier;						
	· lane mode identifier;						
	· Straddle – This is a yes/no type identifier for whether the vehicle was straddling the lane line when it went through the Toll Zone;						
	· timestamp for when the transaction occurred;						
	· transponder items below shall be enumerated for each transponder read at the Toll Zone, with all of the subsections being listed for each transponder;						
	· transponder ID;						
	· timestamp when the transponder was read;						
	· transponder status;						
	· transponder type;						
	· transponder Occupancy Setting;						
	· primary transponder identifier;						
	· buffered transponder read identifier;						
	· spurious transponder read identifier;						
	· license plate number selected for the transaction based on confidence values;						
	· Jurisdiction of the license plate selected for the transaction based on confidence values;						
	· license Plate Type selected for the transaction based on confidence values;						
	· OCR confidence;						
	· Occupancy Detection System occupancy assigned (if applicable);						
	· occupancy assigned;						
	· Clean Air Vehicle identifier;						
	· motorcycle identifier;						
	· vehicle classification;						
	· Image items below shall be enumerated for each image captured at the Toll Zone, with all of the subsections being listed for each image;						
	· file name for the image;						
	· camera that took the image;						
	· timestamp for when the image was captured;						
· license plate number reported by the OCR/image review system for the individual image;							
· Jurisdiction of the license plate reported by the OCR/image review system for the individual image;							
· license Plate Type reported by the OCR/image review system for the individual image;							
· OCR confidence value for the license plate assigned by the OCR/image review system for the individual image and							
· payment type identifies whether the individual transaction registered as an Image-Based or a Transponder-Based Transaction.							
194	The Contractor shall Interface to the ETTM System to obtain and acknowledge 100 percent of all transactions/trips, associated transaction and Violation images in accordance with the ICDs to be developed during Project design.						
	The ETTM System Interface shall be capable of the following Configurable functionality, including but not limited to:						

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No.	Requirements	Required Inputs					Comments *Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
195	· sending the comprehensive and incremental Authority Tag Status Files and License Plate Status Files (for both the CTOC Agencies' and Interoperable Agencies') in real-time and at scheduled intervals (e.g., every 10 minutes). The BOS shall support sending the Tag Status File and Plate Status File as single file or as separate files;						
	· sending Interoperable Agency transponder statuses periodically (incremental and comprehensive) multiple times per day (e.g., every 10 minutes);						
	· sending rental car files (incremental and comprehensive) multiple times per day (e.g., every 10 minutes);						
	· sending Plate Correction List from customer disputes and audit checks no less than every hour;						
	· sending Processing Exception List maintained at the BOS no less than every hour;						
	· receiving Transponder-Based Transactions/Trips;						
	· receiving Image-Based Transactions/Trips (including license plate number, Jurisdiction, and type, if required) and · receiving other files (such as toll rate schedules and variable pricing information).						
196	The Contractor shall provide the capability to positively acknowledge (ACK) message receipt, negatively acknowledge or reject a message (NACK) and reconcile data transmissions from the ETTM System.						
197	The Contractor shall receive and store color and black and white images for each transaction that comprises the trip, from the ETTM System including:						
	· ROI image(s) – average of approximately 8KB per image;						
	· full rear image(s) – average of approximately 450KB per image;						
	· full rear straddle image(s) – average of approximately 450KB per image and · overview image(s) – average of approximately 450KB per image.						
1.1.3.3. Interface to the Interoperable Agencies							
	This Interface connects the BOS with the Interoperable Agencies for data exchange.						
198	The Contractor shall provide the Interface to WRTO/CTOC Interoperable Agencies and Regional and National Hubs, for the functionality described within these Requirements and in accordance with latest and future WRTO/CTOC ICDs. The Contractor shall support Interoperable agencies that will be on different versions of the WRTO/CTOC ICD throughout the Term of the Agreement.						
199	The Contractor shall provide the capability to obtain and acknowledge 100 percent of all transactions/trips and images from Interoperable Agencies.						
200	The Contractor shall provide the capability to transmit 100 percent of all Interoperable Agency customer transactions/trips and images to their respective Interoperable Agencies.						
201	The Contractor shall provide the capability (Configurable) to transmit the Authority's plaza update (including addition of new plaza facilities) information to Interoperable Agencies.						
202	The Contractor shall provide the capability (Configurable) to receive Interoperable Agencies' plaza update (including addition of new plaza facilities) information.						
203	The Contractor shall provide the capability (Configurable) to transmit the Authority's Transponder Status Lists (TSLs) to Interoperable Agencies.						
204	The Contractor shall provide the capability (Configurable) to receive Interoperable Agency TSLs from Interoperable Agencies.						
205	The Contractor shall provide the capability (Configurable) to transmit BOS customer license plate numbers to Interoperable Agencies.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
206	The Contractor shall provide the capability (Configurable) to receive license plate numbers from Interoperable Agencies.						
1.1.3.4. Interface to California and Arizona DMV							
	This Interface connects to the California, Arizona, Oregon and Nevada DMVs to obtain information (such as name, address, vehicle make/model, CAV designation, VIN) about vehicles which fail to properly pay the toll amount.						
207	The Contractor shall provide and administer a direct DMV Interfaces for the purpose of obtaining for vehicles travelling in the Express Lanes Facility and the placement and release of vehicle Registration Holds, including: · California DMV; · California Temporary License Plate DMV database; · Arizona DMV (including Temporary License Plate DMV database if applicable); · Oregon DMV (including Temporary License Plate DMV database if applicable) and · Nevada DMV (including Temporary License Plate DMV database if applicable).						
208	Whenever available, the Contractor shall use the on-line DMV Interface allowing for real time look ups and updates. If multiple DMV Interfaces are available to provide the same information, during the Implementation Phase the Authority shall direct the Contractor as to which Interface to implement.						
209	The Contractor shall obtain approval from all DMVs to be a processor for the Authority.						
210	The Contractor shall maintain all security requirements required by all DMVs.						
1.1.3.5. Interface to Rental Car Service Providers							
	This Interface connects to Rental Car Service Providers to exchange transactions/trips, vehicle, renter information, rental agreements and payment information with the BOS, for rental cars that incur tolls on the Authority's Toll Facilities.						
211	The Contractor shall provide the capability to transmit and receive vehicle information from all rental car companies using a Rental Car Service Providers.						
212	The Contractor shall provide the Interfaces to Rental Car Service Providers for the functionality described within these Requirements and in accordance with ICDs to be developed during Project design.						
213	The Contractor shall provide the capability to schedule and automatically send periodic (Configurable) detailed rental car account toll transaction/trip files to Rental Car Service Providers.						
1.1.3.6. Interface to Transportation Corridor Agencies (TCA) for the Disposition of Rental Car Trips							
	The Transportation Corridor Agencies (TCA) intends to host rental car plates and transponders and collect tolls on behalf of other CTOC agencies.						
214	The Contractor shall provide the capability to transmit and receive vehicle information from TCA in a separate TSL and License Plate Status File IOP file.						
215	The Contractor shall provide the capability to provide TCA with toll amounts due for the plates and transponders in the rental file and process payments from TCA.						
1.1.3.7. Interface to the Authority's BOS Bank							
	This Interface is to the Authority -provided bank to retrieve all required banking information.						
216	The Contractor shall provide an Interface to the Authority Bank to retrieve, process and store all information required to support the all-electronic BOS bank reconciliation process.						
217	The Interface shall support the use of Positive Pay to deter check fraud.						

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No.	Requirements	Required Inputs					
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Officer S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1.1.3.8. Interface to California Franchise Tax Board (FTB) Tax Intercept Program							
	This Interface is to the California FTB Tax Intercept Program to provide and receive all required Tax Intercept information.						
218	The Contractor shall provide an Interface to the California FTB to retrieve, process and store all information required to support the Tax Intercept process.						
1.1.3.9. Interfaces to Authority's Financial Accounting Systems							
219	The Contractor shall provide an Interface to the Authority's financial accounting system for the purpose of issuing accounts payable checks.						
220	The Contractor shall provide an Interface to the Authority's financial accounting system for the purpose of recording financial activity to the general ledger.						
1.1.3.10. Interface/Connectivity to Contractor-Provided Services							
	The Contractor shall provide connectivity to service providers for which the Contractor is responsible. The Requirements are not prescriptive as to the interface type or method.						
221	The Contractor shall provide connectivity to Contractor selected Third-party Service Providers as required to meet the Requirements, including but not limited to:						
	· Collection Agency 1 (Direct Access to BOS is Phase II Functionality);						
	· Collection Agency 2 (Direct Access to BOS is Phase II Functionality);						
	· Customer Satisfaction Survey Provider Subcontractor;						
	· Lockbox Service Provider (optional);						
	· Merchant Service Provider 1;						
	· Merchant Service Provider 2;						
	· 3rd Party ROV Lookup for all 50 states (excluding direct connect DMVs), District of Columbia, U.S. Government and · Print/Mail House Service Provider (optional).						
1.1.4. Performance Management and Monitoring System							
	The Performance Management and Monitoring System (PMMS) supports BOS Maintenance Requirements for all Hardware, Software and other BOS components by monitoring BOS processes, Equipment, jobs and Interfaces in real-time to identify degradations in performance or availability before they impact end users. The PMMS generates Alerts and creates actionable trouble tickets that can be tracked to resolution.						
222	The Contractor shall provide a PMMS that supports BOS Maintenance Requirements for all Hardware, Software and other BOS components, in accordance with these Requirements.						
223	The Contractor shall provide a PMMS that monitors, Alerts and generates trouble tickets in real-time for all BOS processes, Equipment, jobs and Interfaces, including but not limited to:						
	· communications issues;						
	· electrical power issues;						
	· temperature issues;						
	· Hardware issues;						
	· Software issues or failures;						
	· database issues;						
	· anomalies to the system design; · issues with customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional));						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> file systems and file system issues; issues with jobs, processes or data flows; BOS health – overall and by component; BOS and application performance; BOS utilization – disk space, disk IOs, CPU, memory, throughput (Configurable thresholds); security events; Logs; access controls; CSC CCTV Surveillance System and CSC physical security systems. 						
224	<p>The PMMS shall provide comprehensive recording capabilities, including but not limited to:</p> <ul style="list-style-type: none"> log aggregation (from disparate systems or Modules); event correlation (cause and effect association); log shipping and log management functions. 						
225	<p>The PMMS shall have the ability to receive success or failure information regarding data management activities, including but not limited to:</p> <ul style="list-style-type: none"> backup; DR data transfer and synchronization status; data archival and data restores. 						
226	<p>The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity triggered by users and systems, including but not limited to:</p> <ul style="list-style-type: none"> multiple one-time replenishments coupled with closing of customer accounts; repeated opening and closing of customer accounts; refunds over a dollar amount (Configurable) and multiple deposits and refunds on the same customer account. 						
227	<p>The PMMS shall monitor that all BOS components have current and up-to-date virus, firewall and spam protection and other security Software that prevent single point of vulnerability from external threats, virus attacks, ransomware, spam protection and unauthorized access.</p>						
228	<p>The Contractor shall provide a PMMS that monitors, alerts and tracks, in real-time, unusual or potentially fraudulent activity, including but not limited to:</p> <ul style="list-style-type: none"> attempted network or system intrusions; attempted malicious attacks and Unexpected changes to security settings on firewalls and other security systems. 						
	<p>The PMMS shall include, but not be limited to the following capabilities:</p> <ul style="list-style-type: none"> receiving and monitoring status messages for all BOS Hardware and Software; grouping, sorting and filtering by message type, time, Equipment, subsystem, etc.; local trouble ticket manual entry or email entry by users; automatic work order generation; storing data in a relational database to allow for data recovery and flexibility in reporting the raw data (including dashboards and ad-hoc reporting); generating (automatically) monthly performance reports; 						

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229	· tracking service requests;						
	· assigning priorities and actions to events;						
	· notifying (automatically) Maintenance personnel via reports, text and email;						
	· assigning trouble tickets to Maintenance personnel;						
	· reassigning (manually) trouble tickets to other Maintenance personnel;						
	· escalating (automatically) trouble tickets to other Maintenance personnel;						
	· recording time of acknowledgement by Maintenance personnel;						
	· recording time of acknowledgement by all subsequently assigned Maintenance personnel;						
	· recording time of repair;						
	· recording time of Equipment recovery;						
	· recording completion of service calls;						
	· attachment of common document type, such as Microsoft Word, Portable Document Format (PDF), email and screen capture images;						
	· providing automatic Alerts for trouble tickets not closed in a specified time;						
	· maintaining and tracking repair Maintenance activity;						
	· calculating response times, repair times and down time from the data entered by the Maintenance staff and automatically generated by the BOS;						
· accepting and updating trouble tickets from mobile hand-held devices and smart phone entries;							
· role-based security;							
· automatic system exception reporting for all processes that are not running;							
· automatic system workflow exception reporting for all items that are not processing correctly or are hung up in the BOS and							
· providing hard copy reports on issues, failures and trouble resolution status.							
230	The PMMS shall record all configuration data in a configuration management database, which shall be updated after each system component change, including application of BOS patches.						
231	The PMMS shall provide system Maintenance personnel with screens, dashboards and reports within the PMMS that allows for the verification and monitoring of all processes, programs and scheduled tasks. Failures shall be visible in a PMMS screen accessible to Maintenance personnel. Event and error logs shall be provided to assist Maintenance personnel with investigating problems.						
232	All PMMS screens, dashboards and reports shall be available to Authorized Users from the Authority.						
233	The PMMS shall provide Authorized Users with operational, management and performance reports from the PMMS that include but are not limited to:						
	· summarized and detailed alarm history;						
	· Maintenance paging and response history;						
	· work order status and tracking;						
	· Equipment inventory and life cycle tracking;						
	· Equipment availability;						
	· preventive and predictive Maintenance;						
	· corrective Maintenance;						
	· response and repair times for each of the priorities;						
	· Equipment use history;						
	· Equipment repair history;						
· total System availability;							

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	<ul style="list-style-type: none"> sub-System availability for components of the BOS, IVR System, Self-Service Website and Self-Service Mobile Application (Phase II and optional); Equipment versions, Software versions, firmware versions and serial numbers for all Equipment installed under these Requirements; incident logs and lost revenue estimates; performance reports detailing compliance to the Performance Measures; a detailed list of parts replaced as a result of Maintenance actions; status of removed parts and Equipment with an aging status for parts under repair or replacement (serial numbers, being repaired in Maintenance shop, purchase replacement part); performance reports; an exceptions report summarizing all unusual or significant occurrences during the period and trend analysis for repetitive failure. 						
234	The PMMS shall support the management of preventive/predictive Maintenance schedules.						
235	The PMMS shall provide the capability to automatically generate work orders for preventive/predictive Maintenance tasks.						
236	<p>The Contractor shall provide a PMMS that supports asset management, including but not limited to:</p> <ul style="list-style-type: none"> tracking all System Hardware and Software items; tracking all System Hardware and Software locations; tracking all System Hardware and Software versions; tracking all Maintenance and service agreements; maintaining a list of vendors from which products were procured; associating the original purchase order number to the individual item; associating the original vendor to the individual item; associating all warranty information to the individual item and providing an Alert prior to warranty, license, and certification expiration. 						
1.2. BOS Maintenance and Support Requirements							
	<p>The Requirements described in this section detail the Contractor's responsibility for providing Maintenance and Software Support Services for the BOS, and associated communications and support to operations, including but not limited to:</p> <ul style="list-style-type: none"> Hardware Maintenance (servers, storage, network switches, firewalls, routers, etc.) if required; network administration; system administration; administration of CSC Facility physical security systems; administration of CSC Surveillance CCTV systems at CSC Facility; database administration; Maintenance and Software Support Services; monitoring services; on-site desktop and application support services within the I-405 CSC and WIC; on-site desktop and I-405 BOS application support services at the OCTA Store WIC (OCTA provided Equipment); support of work at home CSRs and operations during Business Continuity; application support for the Authority's staff and BOS security. 						

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	In delivering the Maintenance and Software Support Services, the Contractor is expected to provide the following services, including but not limited to:						
	· well documented Maintenance schedules and processes;						
	· change and configuration management;						
	· on-site support of the BOS;						
	· complete around-the-clock Maintenance of the BOS;						
	· significant participation with the Authority's staff, meetings and processes and						
	· ample spare parts inventory and support agreements.						
237	The Contractor shall be responsible for performing all Maintenance activities and fully supporting and maintaining the BOS from Go-Live throughout the Operations and Maintenance Phase.						
238	The Contractor shall provide Maintenance, including but not limited to all Equipment, Hardware, Software, cloud-based systems, and systems provided under this Agreement, including Maintenance associated with the compliance with the terms of the Software warranty.						
239	The Contractor shall provide Maintenance and Software Support Services, including but not limited to: monitoring; preventive; predictive; corrective, and emergency Maintenance and Software Support Services, as well as any required and planned Upgrades and Enhancements to be performed on any and all BOS elements.						
240	To ensure BOS performance is optimized, all system administrative functions, if not otherwise automated, shall be performed at regular, scheduled intervals as part of the preventive Maintenance and Software Support Services in accordance with the Maintenance Plan.						
241	The Contractor shall administer, maintain (as required in conjunction with Authority paid Maintenance agreement) and be the point of contact for all Authority provided and paid for Equipment, systems and Maintenance agreements, including uninterruptable power Equipment, power generators, CCTV Surveillance and physical security systems at the I-405 CSC and WIC Facility.						
242	The Contractor shall provide on-site Desktop Environment and BOS application technical support to all Contractor personnel and Authority Authorized Users at all locations from 7 a.m. to 7 p.m. Monday – Friday, Pacific Time and be on-call and available to come on-site 24x7x365.						
243	The Contractor shall provide support for work-at-home CSRs and operations and in accordance with the Approved Disaster Recovery and Business Continuity Plans. For example, during an event similar to the COVID-19 outbreak.						
	Continuous monitoring of BOS operations shall be performed to verify its functional, processes are being executed as scheduled and that the BOS is operating per Performance Measures. Continuous monitoring shall include but not be limited to:						
	· verifying system alarms and Alerts;						
	· verifying processes/programs/job have successfully completed as scheduled;						
	· evaluating sample transactions data and aggregate data trends for exceptions;						
	· confirming trip/transaction and image transmission to and from the ETTM System;						
	· performing routine diagnostics;						
	· reviewing comparative reports to identify potential system degradation;						
	· confirming successful data transfer, such as the TSL;						
	· confirming data transmission to and from external Interfaces;						
	· correcting identified performance issues;						
	· confirming primary and DR systems are synchronized;						
244							

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No.	Requirements	Required Inputs					
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	<ul style="list-style-type: none"> · monitoring backups; · database administration and monitoring; · general System health; · evaluating storage Requirements and · reviewing error logs and Alerts. 						
245	The Contractor shall validate that all BOS components obtain virus protection and security updates as soon as they are available.						
246	The Contractor shall provide advance Notice and obtain Approval when purging jobs that permanently delete data from the system are to be executed, including but not limited to: data elements impacted, date range applied and data size impact.						
247	The Contractor shall re-establish or re-install system files, programs and parameters, as required, following a failure or damage to the system and return the BOS to a fully- operational condition.						
248	The Contractor shall maintain and test up-to-date Software backups (all system Software and data) in accordance with the Maintenance Plan that is secure and protects the integrity of the data.						
249	The Contractor shall provide backups performed on physically separate Hardware and Software from the data being backed up.						
250	The Contractor shall maintain accurate Equipment inventory status and update status.						
1.2.1. BOS Hardware Maintenance							
251	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade all BOS environments to maintain a high-level of performance, reliability and provide for the implementation of the manufacturer's current system and security firmware/Software. These Upgrades shall be accounted for in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.						
252	During the Operations and Maintenance Phase, the Contractor shall Upgrade the Desktop Environments and office Equipment no less than every three (3) years to maintain a high-level of performance and reliability. These Upgrades shall be accounted for in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.						
253	BOS Hardware Maintenance shall include but are not limited to:						
	· BOS servers, storage devices, backup devices and network Equipment at the primary BOS site, including all production and non-production BOS environments as required;						
	· BOS servers, storage devices, backup devices and network Equipment at the BOS DR site;						
	· all Contractor-provided desktop Hardware and peripherals;						
	· all Hardware and peripherals that interact with the BOS to the extent that the Contractor-installed Software or applications are negatively affecting the operation of the peripheral;						
· all CSC office Equipment. For example, copiers and printers and							
· IVR, ACD and telephony systems.							
1.2.2. BOS Network System Maintenance							
254	Any Maintenance and/or replacement costs shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement unless explicitly noted.						

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255	During the Operations and Maintenance Phase, the Contractor shall plan to regularly Upgrade the network Hardware to maintain a high-level of BOS reliability and provide for the implementation of the manufacturer's current system and security firmware/Software. These Upgrades shall be included in the Contractor's Price Proposal and will not be separately paid for by the Authority over the Term of the Agreement.						
256	The Contractor shall maintain and monitor the BOS network, including connection of the primary and DR BOS locations.						
257	The Contractor shall proactively monitor the WAN network, its connections and its components to respond to any fault or problem.						
258	The Contractor shall monitor all communications with interfacing systems and Third-Party Service Providers.						
259	The Contractor shall monitor all network Alerts and alarms, as well as detect intrusion attempts and prevent intrusions.						
260	The Contractor shall perform the necessary support services required of the Interoperable Agencies in order to keep day to day operations and transfers current, such as operating system Upgrades.						
261	The Contractor shall Upgrade and Update the network security and provide the required Software and monitoring tools to ensure the BOS is always in compliance with the Security Standards.						
1.2.3. BOS Administration and Software Support Services							
262	The Contractor shall include in their Price Proposal all administration, system Maintenance and Software Maintenance costs. The Authority shall only pay for items that are explicitly identified as being paid for by the Authority. Software modifications required to maintain and support the BOS as a part of the normal course of business shall not be considered Upgrades or Enhancements paid for by the Authority. These modifications include but are not limited to:						
	· Updates the System to keep up with and support new mobile devices, mobile browsers, desktop browsers and operating systems, mobile and desktop customer experience trends, mobile payments, trends in mobile device and desktop navigation techniques, as well as updated look and feel for the Self-Service Website and Self-Service Mobile Application (Phase II and optional);						
	· version changes;						
	· configuration or parameter changes;						
	· all changes to Interoperable or CTOC ICDs and related reports;						
	· all changes to ICDs and Interfaces to Contractor-selected Third-Party Service Providers;						
	· minor changes to reports, Software or code;						
· Software modifications required to ensure BOS is compliant to existing Security Standards and changes for the Contractor's benefit that improve the Contractor's ability to maintain and support the BOS and to meet the Performance Measures.							
263	The Contractor shall provide Maintenance and Software Support Services for all elements of the BOS, including but not limited to:						
	· operating systems;						
	· databases;						
	· BOS application Software;						
	· third-party Software;						
	· Software change management;						
· Software configuration management and							

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No.	Requirements	Required Inputs					
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	· Software version control.						
264	The Contractor shall maintain all secure website certificates for all websites, including the website serving the Authority managed content, if required.						
	The Contractor shall provide Maintenance and Software Support Services that include monitoring, preventive, predictive and corrective action to ensure BOS performance is in accordance with Requirements. This shall include but is not limited to:						
	· any daily, weekly or periodic Maintenance required to maintain the BOS at required performance levels (such as, indexing and tuning databases and archiving and purging);						
	· third-party Software or firmware patches, updates and Upgrades, as required and to be compliant with Security Standards, including but not limited to: performing security Software Upgrades, database Upgrades and operating system Upgrades;						
	· Approved adjustments and updates to the BOS data based on a criteria and conditions Approved by the Authority to correct failures and issues;						
	· monitoring of error logs and system logs;						
	· Maintenance of back-ups and backup Software;						
265	· Maintenance of all BOS environments;						
	· installation of new Software and confirmation of successful installation;						
	· verify data replication to DR site is occurring as configured and replication is not drifting beyond an acceptable threshold;						
	· verify time synchronization is occurring as configured, and system clocks are not drifting or otherwise incorrect;						
	· modifications to IVR call flow needed to correct routing and call flow problems identified during normal operations;						
	· creation of ad-hoc reports requested by the Authority;						
	· generation of queries as requested by the Authority;						
	· analysis of data as requested by the Authority and						
	· modifications to the Self-Service Website and Self-Service Mobile Application (Phase II and optional) to keep up-to-date with the Authority's policies and general information.						
	Software support services shall include monitoring and corrective action to ensure BOS performance is in accordance with Requirements, to include database management and operation. This shall include but is not limited to:						
266	· investigation and analysis of errors and exceptions and taking corrective action, including correcting the problem and reprocessing the data;						
	· monitoring notifications and initiating corrective actions on application programs to meet Requirements;						
	· updates to the BOS to support Upgrades to Hardware or third-party Software and						
	· updates to the BOS to support all changes to Business Rules and BOS Configurable parameters and deploy changes in production.						
267	The Contractor shall monitor, Upgrade and Update the BOS is always in compliance with the Security Standards.						
268	The Contractor shall ensure Maintenance does not conflict with or cause interruption in service or cause substandard service to the Authority or its customers.						
1.2.4.	Payment Card Industry (PCI) Security Standards and Compliance						

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	The PCI Security Standards Council is responsible for the development, management, education and awareness of the PCI Security Standards, including the PCI DSS, Payment Application Data Security Standard (PA-DSS). The PCI Security Standards provide guidance for merchants, vendors and security consulting companies to mitigate data breaches and prevent payment cardholder data fraud.						
	The Contractor is responsible for ensuring that PCI compliance is fully achieved prior to the Go-Live date. The Contractor is further required to ensure that the BOS continues to be PCI compliant as outlined in the Maintenance and Operations Phase Requirements.						
269	The Contractor and the BOS shall be in compliance with the appropriate PCI DSS merchant level as defined by the PCI Security Standards Council in place at the time of BOS Go-Live.						
270	The Contractor shall ensure that the BOS is in compliance with any individual additions to the PCI Security Standards since the last major version or the current version published by the PCI Security Standards Council and all future versions.						
271	The Contractor shall utilize the PCI Security Standards Council's Prioritized Approach method to indicate how each PCI Requirement is being addressed prior to Go-Live. The Prioritized Approach shall be submitted to the Authority along with substantiating evidence for review and Approval.						
272	The Contractor shall ensure the BOS is in compliance with PCI-DSS for any Commercial Off-the-Shelf (COTS) Software that will be used in payment applications.						
273	The Contractor shall provide, prior to the BOS Go-Live:						
	· PCI Attestation of compliance by either a qualified ISA or an independent QSA, or as required by PCI DSS;						
	· vulnerability scan by an Approved scanning vendor and · internal and external penetration testing results.						
274	No more than three (3) months after Go-Live the Contractor shall provide a complete Report of Compliance (ROC), including details about the BOS environment and the assessment methodology, as well as documentation regarding the BOS's compliance status for each PCI DSS Requirement. The ROC shall be provided which outlines a clear plan and schedule (in writing) to achieve full PCI compliance no more than six (6) months after Go-Live.						
275	The Contractor shall be responsible for providing a ROC prior to BOS Acceptance.						
1.2.5. Interoperability Requirements							
	The Authority currently has Interoperability agreements with CTOC Agencies and, in the future, it is anticipated that regional and national Interoperable agreements will be established. These Requirements apply to all existing and future Interoperability.						
	Interoperability includes exchanging and processing transactions/trips, customer, transponder, payment, corrections, vehicle data, invoices and reconciliations between the BOS and the Interoperable Agencies. The BOS shall process transactions/trips from Interoperable Agencies for the Authority's customers who have used Interoperable Agency roads, as well as transactions/trips for Interoperable Agencies' customers on the Authority's facility. The Interface supports the transmission and receipt of all files identified in the respective ICDs.						
	At the Authority's direction, the Contractor shall support direct connection and/or connection through a CTOC Agency intermediary to nationally (non-CTOC) Interoperable Agencies.						

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No.	Requirements	Required Inputs					
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	The BOS and Interoperable Agencies perform validation checks to confirm the transactions/trips are in compliance with the Interoperable Agency ICD and reject any transactions/trips that are not. Validated transactions/trips shall be Posted to a user account in accordance with the Interoperable Agency agreements.						
	The BOS must be prepared to work with other ICDs to send and receive transactions/trips and transaction data and other data files.						
276	The Contractor shall support all Interoperable Agency activities as required by the Authority, including but not limited to:						
	· attend technical meetings;						
	· review and provide comments on documents;						
	· support Interoperable Agency testing as requested;						
	· support modifications to Interoperable specifications and						
277	The Contractor shall support the addition of Regional and National Interoperability either directly or through a CTOC designated intermediary.						
1.2.6. Preventive and Corrective Maintenance Requirements							
1.2.6.1. Preventive Maintenance							
278	The Contractor shall provide preventive Maintenance on the BOS Hardware, servers, communications network and Software as required.						
279	No less than quarterly the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA).						
280	Separate from the quarterly vulnerability scan, the Contractor shall conduct a full network vulnerability scan and web application penetration testing performed by an independent Qualified Security Assessor (QSA) in conjunction with any network or security changes.						
281	The Contractor shall in accordance with the Approved preventive Maintenance schedule, periodically inspect all Equipment, both major components and support components (such as fans, cabinets, environmental control units, filters, storage units) that constitute the BOS and shall make repairs, cleaning, adjustments and replacements of components as necessary to maintain the Equipment in normal operating condition.						
282	Servers and storage devices shall be periodically checked to verify that storage space is not reaching maximum thresholds; disks are not fragmented or damaged; Software is of the latest version per the configuration management database, and data is being processed and transferred in an appropriate manner. These checks should be performed automatically whenever possible, but must be checked manually if the task cannot be automated.						
283	The BOS shall be monitored to ensure performance is optimal and meets the Performance Measures, including but not limited to:						
	· report generation times;						
	· BOS access times;						
	· IVR statistics;						
	· Self-Service Website access times and						
	· Self-Service Mobile Application (Phase II and optional) access times.						

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No.	Requirements	Required Inputs					
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
284	All Equipment and systems shall be included as part of preventive Maintenance, in accordance with the original Equipment manufacturer's guidelines. Any variations or exceptions shall be noted by the Contractor and Approved in advance by the Authority.						
285	Scheduled Maintenance shall be communicated to the Authority a minimum of seven (7) Calendar Days in advance for approval by the Authority and shall be scheduled for times when the CSC is not operating.						
286	Preventive Maintenance shall be scheduled to be performed by BOS administration staff between 12 AM and 3 AM PST weekdays or in coordination with other roadway closures and Approved by the Authority. Any preventive Maintenance tasks that need to be performed during normal BOS operating hours that is not part of the Approved Preventive Maintenance Schedule shall be Approved in advance by the Authority.						
287	The diagnostic aids, tools and Equipment required to perform preventive Maintenance Equipment analysis shall be provided by the Contractor to the Authority, as necessary to meet the Authority's Maintenance responsibilities.						
288	When preventive Maintenance requires a BOS Service to be made unavailable to the customer, a Notice shall be Posted 24 hours in advance of the outage on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and through the IVR so customers are aware of the impending outage.						
1.2.6.2. Corrective Maintenance							
289	All Work performed by the Contractor to correct incidents, problems and failures to meet the Requirements shall be considered corrective Maintenance. Such problems include but are not limited to:						
	· failure of BOS functions;						
	· failure of processes and programs;						
	· report failures and issues;						
	· application failures;						
	· data and revenue reconciliation failures;						
	· failures in transmitting and receiving files from the various third-party Interfaces;						
	· errors and exceptions when processing data received from the ETTM System, Interoperable Agencies and third-party entities;						
	· network failures and issues;						
	· BOS or component performance issues;						
· data loss or inaccessibility and							
· non-conforming availability levels.							
290	When a BOS Service becomes unavailable to the customer due to an unplanned outage or emergency a Notice shall be Posted on the Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR as soon as possible so customers are aware of the outage.						
1.2.6.3. 24X7 Maintenance Coverage							
291	The Contractor shall provide continuous (24x7) coverage for all monitoring, system administration services and Maintenance-related activities sufficient to meet the Performance Measures.						
1.2.6.4. Recording of Maintenance Activities							

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292	The Contractor shall be responsible for logging all reported Maintenance activities. The Contractor also shall be responsible for documenting in detail all information and issues related to a failure condition, providing a corrective action report within one (1) week including all actions taken to complete the correction and a root cause analysis.						
1.2.6.5. Maintenance Priorities, Response and Repair Times							
293	Response and repair time is defined as the time from failure to repair/correction with the BOS being returned to normal operations. The Contractor shall respond to calls and repair times noted in the Performance Measures according to the following priority levels:						
	· Priority 1: Any malfunction or fault that impacts the BOS and CSC Operations ability to serve customers (for example, Self-Service Website functionality unavailable or not operating properly; BOS functionality unavailable or not operating properly for CSRs servicing customers; phone system not taking calls or not taking all calls; IVR unavailable or not operating properly; notifications or customer communication not being sent immediately when eligible through all channels), results in the loss of revenue, compromises security, causes a hazard to personnel, causes the loss or potential loss of any BOS data, causes loss of redundancy within the BOS components.						
	· Priority 2: Any malfunction or fault that degrades performance but not the BOS or CSC Operation's ability to serve customers. It includes examples such as inaccurate reporting, inability to reconcile revenue, loss of BOS functionality that does not impact customer access to data or service, and/or loss of functionality that impacts the Authority's operational efficiency.						
	· Priority 3: Any malfunction or fault that has the potential to result in a degrading of the BOS or CSC Operations' performance but has not yet and is not anticipated to immediately impact performance.						
294	Any downtime that is a part of scheduled and approved preventive Maintenance, including scheduled new Software releases not associated with a Maintenance event shall not affect the Performance Measures calculation. However, in this event the Contractor does not make the BOS available and/or fully restore CSC Operations within the approved schedule window, the resulting downtime shall be included in the Performance Measure calculations.						
295	Response and repair times for every BOS Maintenance event shall be recorded and reported by the Contractor, and such reports shall be provided to the Authority.						
296	No incident shall be closed by a technician before the Equipment or Software service has logged a recovery. For example, if a service is degraded because of a loss of a redundant component, the incident cannot be closed until the redundant component has been replaced and service has returned to normal.						
1.2.7. Certification of PCI DSS Compliance							
The Contractor is responsible for providing certification of PCI DSS Compliance.							
297	The Contractor shall complete a PCI DSS assessment by either a qualified Internal Security Assessor (ISA) or an independent Qualified Security Assessor (QSA), or as required by PCI DSS, at the interval required for PCI DSS compliance, including a complete ROC. The Contractor shall be responsible for providing the ISA or QSA at no additional cost to the Authority. The Contractor shall fully cooperate with the Authority at no cost to the Authority in responding to the assessor's requests and implement remedies if any issues are identified.						

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298	The Contractor shall complete a full penetration vulnerability and exploitation testing, the results of which shall be provided to the Authority, at the interval required for PCI DSS compliance throughout the Implementation and Operations and Maintenance Phases.						
299	The Contractor shall be responsible for providing a ROC on an annual basis, no later than the original date thereafter.						
300	The Contractor shall provide all documentation required under PCI, including but not limited to network diagrams and detailed policies and procedures, available to the Authority.						
301	To evaluate the security risk to the BOS and identify potential vulnerabilities, the Contractor shall perform penetration and vulnerability tests in accordance with PCI requirements.						
302	The Contractor shall document and immediately report to the Authority any PCI DSS issues/vulnerabilities found during monthly penetration and vulnerability tests or upon new Software release.						
303	The Contractor is responsible for correcting all deficiencies at the Contractor's cost and ensuring the BOS is PCI DSS compliant and ensuring security risks are handled appropriately.						
304	The Contractor shall furnish copies of all PCI assessment, testing, scanning and compliance documentation including the ROC to the Authority, upon completion of quarterly and annual assessment activities throughout the Implementation and Operations and Maintenance Phases.						
305	The Contractor shall complete a SOC 2 Type 2 assessment by either a qualified Internal Security Assessor (ISA) or an independent Qualified Security Assessor (QSA), or as required by PCI DSS, at the interval required for PCI DSS compliance, including a complete ROC. The Contractor shall be responsible for providing the ISA or QSA at no additional cost to the Authority. The Contractor shall fully cooperate with the Authority at no cost to the Authority in responding to the assessor's requests and implement remedies if any issues are identified.						
1.2.8. Emergency Response Management							
	The Contractor shall be responsible for emergency response management throughout the Operations and Maintenance Phase.						
306	The Contractor shall immediately respond to any emergency situation that has already impacted the BOS or could potentially damage the BOS. The Contractor shall be prepared to put forth all necessary resources to divert or correct an emergency condition.						
307	Such emergency conditions shall be handled in accordance with policies and procedures developed by the Contractor and Approved by the Authority in the Disaster Recovery and Business Continuity Plans. The following are a few examples of emergency conditions:						
	· weather related;						
	· public safety related;						
	· health related. For example, in response to a COVID-19 or similar outbreak;						
	· conditions that invoke the Disaster Recovery and/or Business Continuity Plans;						
	· BOS outages;						
	· third-party power outage or communication failure and · security breaches.						
1.2.9. Disaster Recovery and Business Continuity							
	The Contractor shall be responsible for Disaster Recovery Procedures and testing throughout the Implementation and Operations and Maintenance Phases.						

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308	The Contractor shall perform Disaster Recovery procedures in accordance with the Disaster Recovery Plan (DRP) in the event of a disaster and return the BOS to a fully operational condition.						
309	The Contractor shall test the Disaster Recovery and Business Continuity procedures on an annual basis to validate that they are functioning per the design. The Authority shall witness the test and the Contractor shall provide a report outlining the test, test results and any anomalies encountered for the Authority's review and approval.						
310	The BOS shall meet the Recovery Point Objective (RPO), Recovery Time Objective (RTO) and level of service (LOS) levels provided in the Performance Measures.						
311	The Contractor shall address any issues encountered from the annual Disaster Recovery and Business Continuity testing.						
312	The Contractor shall support the ETTM System Contractor's Disaster Recovery and Business Continuity annual testing.						
1.2.10. Incident and Revenue Loss Reporting							
313	The Contractor shall work with the Authority to develop a communications protocol for incident and revenue loss reporting (e.g., communications procedures based on incident and priority level).						
314	The Contractor shall immediately notify the Authority of any incident or event where the loss of revenue or data or security breach has occurred or potentially has occurred or could occur. The Contractor shall take immediate action to rectify the condition and return the BOS to normal operations.						
315	In the event of a loss or potential loss of revenue or data or security breach, an incident report shall be provided to the Authority within five (5) Business Days of the incident. The report shall identify the issue and provide a detailed account of the incident; its cause; duration; resolution or planned resolution, and a quantification of actual or potential lost revenue or data or security breach. Regular updates shall be provided until the issue has been fully resolved and closed. The incident and its impacts shall also be further detailed in the subsequent monthly report. The Contractor shall be held responsible for all lost revenue and data and customer impacts, including remediation, in accordance with the terms of the Agreement.						
1.3. Future Functionality							
	The BOS shall be designed to anticipate certain future functionality and interfaces. The introduction of future functionality, of the type noted in this section, shall be anticipated and not require changes to the Software or System architecture or significant changes to the database structure. However, the accommodations made by the Contractor in anticipation of this potential future functionality shall not negatively impact the development of the BOS or increase the Offeror's Price Proposal.						
316	The introduction of future functionality shall not require changes to the Software or BOS architecture, or significant changes to the database structure including the capability to easily add fields and report on them without affecting the database schema.						
317	The accommodations made by the Contractor in anticipation of potential future functionality shall not negatively impact the development of the BOS or increase the Offeror's Price Proposal.						
318	The Contractor shall provide the capability to interface with entities providing for national interoperability in accordance with ICDS to be designated by the Authority and/or developed during Project design. The Contractor shall accommodate new Interfaces (via either a national hub, regional hubs or larger peer-to-peer exchanges) without significant changes to the Software or database structure.						

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No.	Requirements	Required Inputs					Comments
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
319	The BOS design, data schema, financial accounting and reporting approach shall support the future, potential direct support of additional OCTA and non-OCTA Toll Facilities. All functionality provided shall be easily Configured to support these potential additional Toll Facilities. For example, Configurable settings shall be capable of different settings for different Toll Facilities. The design shall not add repetitive and/or additional clicks in order to navigate screens, search data or configure reports while the BOS is supporting only the I-405 Toll Facility. For example, the user shall not have to select "OCTA" or "I-405" until such time as an agency or Toll Facility differentiation is required.						
320	The Contractor shall provide the capability to Interface to new CTOC agencies and national Interoperability without significant changes to the Software or database structure.						
321	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with a Money Service Provider. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with a Money Services Provider for the purpose of providing enhanced access and services for cash paying customers including, obtaining transponders and making payment towards Violation Notices and account balances.						
322	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the future integration with an Occupancy Detection System (ODS) that would be integrated into the ETTM System. Throughout the Operations and Maintenance Phase, the Authority may direct the Contractor to integrate with and accept images from an ODS for the purpose of reducing occupancy-based Violations.						
323	The Contractor shall include (but not enhance, configure or develop) all existing base BOS functionality to support the potential introduction of customer invoicing prior to the Violation process described herein. During the Operations and Maintenance Phase, the Authority may direct the Contractor to implement customer invoicing.						
1.4.	Account Management						
	There are two account types Registered and Unregistered. Registered account is established when customer opens a pre-paid account with the Express Lanes. An Unregistered account is established by the BOS using the DMV, a ROV Lookup Provider or Affidavit of Non-liability for Violation transactions/trips. Establishment and management of accounts shall be performed per Business Rules.						
	Customers can establish new Registered accounts or convert an Unregistered account to a Registered account. To establish a Registered account, customers must provide customer contact information including name, address, telephone number and email address and vehicle information including license plate number, type and Jurisdiction and vehicle make, model and color. Most accounts will be prepaid and as such customers also must establish a replenishment method to be used to replenish prepaid tolls when the account reaches the Insufficient Balance Threshold. Credit Card replenishment is strongly encouraged, but customers can also select cash or check replenishment. The Authority may elect to allow certain accounts to be postpaid and receive a monthly invoice for tolls due.						
	The types of accounts are provided in the following tables:						
	Unregistered accounts are established by the BOS for Violation transactions/trips using the DMV or ROV Lookup Provider. Unregistered accounts may be converted to Registered accounts based on fulfilling all of the required Business Rules for establishing these accounts.						
1.4.1.	General Account Management						

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	The Authority's customers have many options for account establishment and Maintenance and to obtain transponders, in the manner they prefer.						
324	The Contractor shall provide an efficient series of input fields to collect the information necessary to open a FasTrak account. The fields should require little "clicking" or advancement through multiple pages to reduce the time needed to input the account establishment data.						
325	Support comprehensive account management that allows for the setup and Maintenance of all account types in accordance with Business Rules.						
326	The Contractor shall provide the capability to establish accounts via methods, including but not limited to:						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· mail;						
	· telephone;						
	· fax;						
	· walk-in;						
	· automatically using information provided by rental car companies and · automatically using information provided by the ROV Lookup.						
327	The Contractor shall provide the capability to maintain accounts via methods, including but not limited to:						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· IVR;						
	· mail;						
	· telephone;						
	· email;						
	· chat;						
	· text;						
	· fax and · walk-in.						
328	The Contractor shall provide the capability for transponders to be requested via methods including but not limited to:						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· mail;						
	· telephone;						
	· IVR;						
	· fax, and · walk-in.						
	The Contractor shall provide the capability for the Maintenance of account types designated as, including but not limited to:						
	· Private (prepaid) – an account established in an individual name;						
	· Business (prepaid) – an account established in a business name;						

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329	· Non-revenue (no payment) - an account established at the Authority's direction for vehicles entitled to toll-free travel;						
	· Invoice (postpaid) – an account established to allow the customer to receive an invoice periodically (Configurable) for toll usage. The customer may elect to provide Credit Card or ACH information to be charged automatically to pay the invoice;						
	· Rental car (prepaid) – for Rental Car Service Providers;						
	· Private Registered Video (prepaid) – an account for individuals who do not want or cannot use transponders;						
	· Business Registered Video (prepaid) – an account for companies and business that do not want or cannot use transponders and						
330	· Unregistered/Violator (postpaid) – an account created using the information provided by the DMV or ROV Lookup Provider. May include more than one vehicle if the ROV Lookup information is an exact match. These may also be referred to as violator accounts.						
	The Contractor shall provide the capability to apply Business Rules and account Requirements for each valid account type, including but not limited to:						
	· whether prepayment is required;						
	· payment options;						
	· whether a transponder is required;						
	· transponder sale price (by transponder type);						
	· replenishment amounts;						
	· contact method (mail, email, text, etc.);						
331	· Insufficient Balance Thresholds (by Credit Card or cash/check payments) and						
	· account balance.						
331	The Contractor shall provide a Registered account creation process that logically leads an Authorized User through the necessary steps to create an account.						
332	The Contractor shall provide the capability to convert an Unregistered account to a Registered account while maintaining the same account number and all account history.						
333	The Contractor shall provide the capability to change from one account type and Account Plan to another while maintaining the same account number and all account history.						
334	The Contractor shall provide on-screen guidance during the account creation process regarding missing or improperly formatted information. The Authorized User shall not be able to move to the next step until the required information is provided in the appropriate format.						
335	The Contractor shall provide the capability, when opening a new account, to automatically identify other account(s) associated with that account name, address or vehicle.						
336	The Contractor shall provide the capability to require the account agreement and privacy policy be acknowledged and a record of that acknowledgment saved in the BOS prior to establishing a Registered account or when converting to a Registered account.						
337	The Contractor shall provide the capability for the auto-creation of an Unregistered account (should one not already exist for that license plate number) based on an Image-Based Transaction/Trip being eligible for Violation processing and information provided by ROV Lookup.						
338	The Contractor shall provide the capability to merge and unmerge accounts. This process shall logically lead the Authorized User through all necessary steps to merge one account into another.						

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339	The Contractor shall provide the capability for customers to have multiple mail addresses, email addresses, phone numbers and authorized contact information on the account.						
340	The Contractor shall provide the capability to identify the source of the information for both Unregistered and Registered accounts.						
341	The Contractor shall provide address adjustment logic to all addresses including those received from DMVs and ROV Look-up Service Providers, Skip Trace Service Providers and customers that includes but is not limited to:						
	· the capability, when adding contact information, to assist the Authorized User by requiring zip code be entered first, then providing a pre-populated city and state;						
	· verification, to ensure the address exists;						
	· standardization, to normalize US addresses, such as "Drive" becomes "Dr." and · selection from all potential address results.						
342	The Contractor shall provide the capability to accept or reject the recommended changes provided during address validation or normalization.						
343	The Contractor shall provide for a real-time address standardization options when entering addresses, including but not limited to:						
	· addresses entered via a customer portal (Self-Service Website and Self-Service Mobile Application (Phase II and optional)) and						
	· addresses entered by an Authorized User.						
344	The Contractor shall provide the capability for multiple active addresses and apply them to their designated use, including all prior addresses for all account types, including but not limited to:						
	· shipping and						
	· billing.						
345	The Contractor shall provide the capability to store address history and make all addresses accessible in the account.						
346	The Contractor shall provide the capability to acquire and store multiple addresses, including all prior addresses for all account types, including but not limited to:						
	· Customer provided via the Affidavit of Non-Liability						
	· ROV Lookup provided;						
	· Skip Tracing;						
	· National Change of Address (NCOA) and · Collection Agency provided.						
347	The Contractor shall provide the capability to add international addresses.						
348	The Contractor shall provide the capability to automatically populate (or provide multiple options for selection) the city and state upon entry of the ZIP code (including Canada and Mexico).						
349	The Contractor shall provide periodic updates, at least quarterly, to the ZIP code/city/state list, at a minimum, as additional information becomes available.						
350	The Contractor shall provide the capability to prevent the account holder's name from being changed unless Approved by an Authorized User.						
351	The Contractor shall provide the capability for email address confirmation by the customer by comparing a re-keyed email address. The addition of unmatched entries shall not be allowed.						

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352	The Contractor shall provide the capability when email addresses are added to an account (both Registered and Unregistered), to perform the email address confirmation process prior to finalizing the entry on the account. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the email account. A message shall be displayed indicating the email address will not be added until the confirmation process is complete.						
353	The Contractor shall provide the capability to enter and categorize comments on accounts.						
354	The Contractor shall provide the capability to insert BOS-generated comments on actions initiated by the BOS.						
355	The Contractor shall provide the capability to force Authorized Users to enter comments or have the BOS automatically enter comments on actions processed on an account, including but not limited to:						
	· disputes;						
	· dismissals;						
	· transfer transactions/trips to another account;						
	· payment of Violation Notices through the account;						
	· reversals of payments and dismissals;						
	· waivers;						
356	The Contractor shall provide the capability to set the default PIN as the last 4 digits of the primary phone number, which can be updated in the BOS and IVR.						
	The Contractor shall provide the capability to validate a PIN used for identifying an authorized contact. The PIN shall be masked (not visible to CSRs) such that the CSR will ask the customer for the PIN and the customer will provide the PIN and the CSR will enter that number into the system and the system will validate the PIN. This way the CSR cannot give the customer any hints.						
357	The Contractor shall provide the capability to securely email the PIN to the valid primary email address or text message on the account and require that the PIN be subsequently changed.						
358	The Contractor shall provide the capability to establish and configure security questions and validate customer response prior to the release of the PIN to the customer. The security questions related to the PIN shall be the same as those used by the customer via the Self-Service Website or CSR assisted password reset.						
359	The Contractor shall provide the capability for all account types to have multiple communication channels, including but not limited to:						
	· Phone (day/night);						
	· cell phone;						
	· additional phone numbers;						
	· email;						
	· additional email addresses;						
	· fax;						
360	· text messaging and						
	· mail.						
361	The Contractor shall provide the capability to select a preferred communication channel for specific customer communications.						

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362	The Contractor shall provide the capability to capture opt-in/opt-out preferences and record and store the customer's election for certain items, including but not limited to:						
	· e-blast;						
	· text messages;						
	· statements and · marketing / newsletters.						
363	The Contractor shall provide an account summary (an account overview including name, address, vehicles, license plates, email, phone, payment method, etc.) in a printer-friendly format to be used for, including but not limited to:						
	· handing to walk-in customers;						
	· inserting with mail transponder Fulfillment;						
	· mailing to customers and · sending to customers via secure email.						
364	The Contractor shall provide the capability to log all account changes and provide the capability to view details, including but not limited to:						
	· prior value;						
	· the new value;						
	· user ID; · date/time and · user information, such as BOS, Authorized User or customer-originated.						
1.4.2. Vehicles, License Plates and Transponders							
	The BOS shall support comprehensive license plate, vehicle information and transponder management functionality.						
365	The Contractor shall provide the capability to manage a drop-down list of vehicle attributes, including but not limited to:						
	· vehicle manufacturer;						
	· vehicle make;						
	· vehicle model;						
	· vehicle year;						
	· vehicle color;						
	· Clean Air decal number (not a drop-down) and · transponder exception specifying that the make and model requires an externally mounted transponder or special mounting locations for windshield transponders.						
366	The Contractor shall provide the capability to add multiple license plates and associated vehicle information to an account.						
367	The Contractor shall Update and maintain the BOS's list of vehicle manufacturers and models as necessary to keep the list current.						
368	The Contractor shall provide the capability to track the time period that a license plate is active on an account. This includes the start date and time and the end date and time. This is called the "Active Period". In most circumstances the customer would add the vehicle to their account with no end date but if it was a rental car it would have an end date/time.						
369	The Contractor shall provide the capability to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be Configurable.						

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370	The Contractor shall provide the capability when adding a new license plate number to an account to automatically identify other account(s) associated with that license plate.						
371	The Contractor shall provide the capability to identify that the vehicle(s) will be only on the account temporarily based on information provided by the customer, for example, a rental car, loaner from the car dealer or an out of town guest, and to prompt the user to enter a start date and time and an end date and time.						
372	The Contractor shall provide the capability for vehicles identified as temporary to be added to the account even if the license plate number is already on a rental car account.						
373	The Contractor shall provide the capability to associate information with a license plate, including but not limited to:						
	· license Plate Type;						
	· license plate Jurisdiction;						
	· vehicle is a Clean Air Vehicle (CAV);						
	· vehicles CAV eligibility has expired;						
	· Clean Air Vehicle decal number;						
	· vehicle has a Disabled Persons license plate;						
	· vehicle has a Disable Veterans license plate'						
	· vehicle make;						
	· vehicle model;						
	· vehicle year;						
	· vehicle color;						
	· transponder;						
	· transponder type;						
· transponder friendly name (chosen by the customer);							
· ROV;							
· ROV address;							
· ROV Lookup date and							
· indication the license plate is a temporary license plate.							
374	The Contractor shall provide the capability to require or not require a one-to-one relationship between sticker transponders and vehicle in accordance with Business Rules.						
375	The Contractor shall provide the ability to make the one-to-one correlation between the sticker transponder and vehicle after a Configurable number of transactions/trips with the same transponder and vehicle.						
376	The Contractor shall provide the capability, if the one-to-one relationship is required, allow for Authorized Users to override the Requirement as necessary, for example when a transponder is replaced.						
377	The Contractor shall provide the capability for a many-to-one relationship between transponder and vehicle based on transponder type, account type and in accordance with Business Rules.						
378	The Contractor shall provide the capability to record the history of ROV information associated with each license plate.						
379	The Contractor shall provide the capability to search for license plate history and effective date ranges across multiple accounts.						

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380	The Contractor shall provide the capability to transfer vehicle(s) and associated license plate(s) between accounts while maintaining the associated vehicle transaction/trip history on the original account.						
381	The Contractor shall provide the capability to add license plates from all 50 states, DC, U.S. Government, Canada and Mexico.						
382	The Contractor shall provide the capability to record transponder delivery method, such as in person via the WIC or by mail.						
383	The Contractor shall provide the capability to record transponder issue date and time.						
384	The Contractor shall provide the capability to record and associate a payment for every transponder sold.						
385	The Contractor shall provide the capability to track customer transponder requests.						
386	The Contractor shall provide the capability to age Fulfillment requests and automatically send an Alert when a Fulfillment request has exceeded a Configurable amount of time.						
387	The Contractor shall provide the capability for the Authorized User to override the BOS selected transponder mount type, such as windshield or head lamp.						
388	The Contractor shall provide the capability for the Authorized User to override the customer selected transponder mount type, such as windshield or head lamp.						
389	The Contractor shall provide the capability to read a transponder number (using a barcode reader) and automatically associate it to an account instead of requiring the transponder number to be typed in.						
390	The Contractor shall provide the capability for Authorized Users to enter multiple vehicles in a tabular format.						
391	The Contractor shall provide the capability to upload a file with vehicle information for the entry of a large number of vehicles.						
392	The Contractor shall provide the capability for transferring transponders between accounts while maintaining the associated transponder transaction/trip history on the original account.						
393	The Contractor shall provide the capability to monitor for excessive image-based tolls at the account level and at the vehicle or license plate level.						
1.4.3. Account Plans							
	The Authority offers Account Plans which offer benefits to customers who meet the qualifying criteria. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it. These Account Plans are Configured in the BOS and the BOS shall have the flexibility to apply the relevant Account Plan(s) based on the Business Rules.						
	The Authority also allows for non-revenue passage for qualified vehicles. The Account Plan functionality shall be used to support this program by applying a Configurable percent discount to specific transactions/trips on specific facilities in accordance with the Business Rules.						
	The Account Plans currently offered by the Authority are listed below. The Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.						
	· Convenience Plan –a one-time lifetime fee (Configurable);						
	· Standard Plan – monthly fee and discount after a Configurable # of transactions/trips and up to a Configurable maximum per month;						
	· Special Access Plan – provides free or discounted toll rates for three or more riders per vehicle, motorcycles, eligible CAVs, vehicles with disabled veteran or disabled person license plate, and						

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	· Non-revenue Plan – which provides a Configurable discount (up to 100 percent) one or more of the Authority's facilities.						
394	The Contractor shall provide the capability to assign Account Plans at the account level.						
395	The Contractor shall provide the capability to assign Account Plans at the transponder level.						
396	The Contractor shall provide the capability to assign Account Plans at the license plate level.						
397	Prevent the transfer of Account Plans when the transponder or the license plate is moved to another account in accordance with the Business Rules.						
398	The Contractor shall provide the capability to enroll customers in Account Plans.						
399	The Contractor shall provide the capability for configuring and offering various Account Plans with a combination of features, including but not limited to:						
	· percentage discount;						
	· dollar amount discount or transaction count discount with a maximum amount;						
	· time duration, such as an Account Plan may only be available for a limited time or may require renewal every year;						
	· method of calculating the discount, such as a transaction-level discount where members get a 50 percent discount on every qualifying toll transaction or a rebate credit on following month based on the frequency of trips within a period of time;						
	· monthly maximum discount based on total dollar amount or number of transactions/trips;						
	· use of Posting Date or Transaction Date to qualify transactions/trips for a rebate;						
	· specific criteria for qualification;						
· a cost to join the Account Plan and							
· proof of eligibility, such as a vehicle registration as proof of registration criteria with ability for customer to upload electronically.							
400	The Contractor shall provide the capability to track toll transactions/trips in frequency transponder-based discounts.						
401	The Contractor shall provide the capability to apply rebates or toll credits as lump-sum account level credits.						
402	The Contractor shall provide the capability to apply and reverse discounts to a range of toll transactions/trips on an account.						
403	The Contractor shall provide the capability to clearly indicate which discount was applied to any given transaction/trip.						
404	The Contractor shall provide the capability to configure a non-revenue plan (up to 100 percent discount) to a transponder or license plate on all or specific tolling locations for a specific Toll Facility.						
405	The Contractor shall provide the capability to associate discount eligibility documentation (such as, a utility bill as proof of residence) to a transponder or vehicle.						
1.4.3.1. Special Access Plans							
406	The Contractor shall provide multiple Special Access Plans providing free or discounted toll rates (subject to change at the Authority's discretion both during the Implementation Phase and Operations and Maintenance Phase), including but not limited to:						
	· always HOV eligible when in I-405 Express Lanes (designated carpool);						
	· motorcycles;						
	· eligible CAVs;						
· vehicles with disabled veteran license plate and							

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	· vehicles with disabled person license plate.						
407	With the exception of the occupancy which is validated by the ETTM System and reflected in the discounted toll rate assigned to the transaction/trip by the ETTM System, the Contractor shall provide the capability to validate all vehicles to ensure they meet the requirements for a Special Access Plan, This validation shall include:						
	· attach documentation provided by the customer as proof of meeting the requirements for a Special Access Plan and queue for manual verification;						
	· manually review the image of the flagged vehicle license plate noting the transponder used in the special access vehicle						
	· assign the respective code to the transponder to indicate the respective discount (clean air vehicle, motorcycle, etc);						
	· upon successfully matching the transponder to the license plate, charge the appropriate discount to all transactions/trips by that transponder including the first trip;						
	· if the transaction/trip including that license plate does not have an associated transponder read, the discounted rate will be charged but the customer will be contacted to rectify the transponder situation and						
	· for plates and transponders that are successfully matched include the appropriate code in the CTOC file.						
1.4.3.2. Promotions							
	The BOS shall be able to manage promotions, promotion codes and credits. Balances related to promotions are tracked individually by promotion and separately from the account balance. Only eligible transactions can be deducted from promotional balances. Promotional balances are not refunded and can only be applied to tolls on the Authority's Toll Facility.						
408	The Contractor shall provide the capability to offer a Configurable number of weeks-worth of free travel on the Authority's Toll Facility for new accounts.						
409	The Contractor shall provide the capability to account and track promotions balances individually (for example, by promotion code) separately from the account balance.						
410	The Contractor shall provide the capability to display the promotion balances and associated expiration date of the promotion balances so that the CSRs and customers can see the various promotion balances separately from the account's cash balance.						
411	The Contractor shall provide the capability (Configurable) to specify what types of transactions/trips are eligible to be deducted from promotional balances.						
412	The Contractor shall provide the capability to track multiple promotions within an account and correctly determine which account or promotion balance should be depleted first (for example, by type of promotion, by the earliest issue or expiration end date or maximum discount yielded).						
413	The Contractor shall provide the capability to prevent promotional balances from being refunded to customers in the event of account closure or specific customer request.						
414	The Contractor shall provide the capability to credit toll payments back to the promotion balance if toll transactions/trips are reversed or adjusted.						
415	The Contractor shall provide the capability to set an expiration date for promotions.						
	The Contractor shall provide the capability to offer promotions by Authority or Toll Facility with a combination of features and parameters, including but not limited to:						
	· assignment of a promotion code to a company or event;						

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416	· Configurable period of time (promotion start date and duration or end date);						
	· Authority offering the promotion;						
	· Toll Facility(ies) where the promotion can be used;						
	· discount percentage per transaction/trip;						
	· discount amount per transaction/trip;						
	· eligibility (new accounts, existing accounts or both; existing accounts opened for more than an amount of time (Configurable));						
	· source (Self-Service Website or with a CSR);						
	· source advertising channel ("where did you hear about it?");						
	· entry into a raffle/sweepstakes and · credit to the account.						
417	The Contractor shall provide the capability to setup "refer-a-friend" promotion codes where both the referred (new) customer and the customer who referred the new customer enjoy the benefits of the promotion.						
418	The Contractor shall provide the capability to apply rebates to accounts sponsored by a third party (such as a shopping mall).						
419	The Contractor shall provide the capability to periodically (monthly) invoice the third-party sponsor for all rebates submitted and applied to accounts.						
420	The Contractor shall provide the capability to expense promotional credits as used to the Authority where the credit was applied reducing that Authority's toll revenue.						
1.4.4. Fees, Penalties and Transactions							
	Penalties and fees are types of Financial Transactions that are assessed in addition to the toll amount or toll charge or in relation to the customer's account management. Penalties and fees can be assessed at the account level, Notification level or transaction level. At the account level, a returned payment fee or a Credit Card decline fee might be assessed in the event a check was returned unpaid by the customer's bank or a Credit Card payment was declined. At the Notification level, a monthly statement fee might be assessed when a statement is mailed to the customer. At the transaction level, penalties are assessed when a transaction/trip is not paid and it becomes a Violation. Fees and penalties should be associated with the lowest possible level. Those fees related to specific transactions/trips should be associated with those transactions/trips. Fees and penalties related to Notification should be associated with that Notification, and all other fees and penalties should be associated with the account stments to that transaction would be Posted to the current Revenue Day. The BOS shall have the capability to report on both the unadjusted transaction amount and the adjusted transaction amount based on transaction plaza and lane, hence the reason adjustments to transactions/trips shall be tied to but not change the original transaction. ally, individually or in batches. Fees and penalties, even when associated with a single transaction, should not change the amount of transaction						
421	The Contractor shall provide the capability to apply fees and penalties (automatically and manually) to accounts.						
422	The Contractor shall provide the capability to apply fees and penalties (currently penalty is assessed to the Violation only), including but not limited to:						
	· at the account level;						
	· at the transponder level;						
	· at the license plate level;						

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No.	Requirements	Required Inputs					Comments	
		Compliance	Status	If Applicable	Source	If Applicable		
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor		*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> at the Notification level and at the transaction level. 							
423	The Contractor shall provide the capability to define and charge account-related fees and penalties based on a set of Configurable parameters, including but not limited to:							
	<ul style="list-style-type: none"> hub processing fee (the Authority acting as a hub for other entities); roaming fee (the Authority acting as a hub for other entities); account fee; administrative fee; Interoperable customer transaction fee; returned payment fee – Insufficient Funds; Credit Card decline fee; ACH decline fee; transponder purchase fee; Excessive I-Toll (Image-Based Toll) fee; invoicing fee; statement fee, depending on method of delivery; late fee; delinquent account fee; account re-activation fee; Violation penalty; delinquent Violation penalty; collection fee; account deactivation fee; Account Plan membership fee; Registration Hold fee and balance below Insufficient Balance Threshold fee. 							
	424	The Contractor shall provide the capability to maintain the parameters (Configurable) related to fees and penalties.						
	425	The Contractor shall provide the capability to create new fees and penalties.						
	426	The Contractor shall provide the capability to manually apply custom fees and penalties to accounts.						
	427	The Contractor shall provide the capability for the assessment of fees based on account activities, for all accounts or specific account type(s).						
	428	The Contractor shall provide the capability to notify the customer via the channel(s) defined within the Business Rules, Operations Plan and SOPs when a fee or penalty is assessed.						
	429	The Contractor shall provide the capability to schedule a start and end date/time when a fee or penalty change will go into effect/conclude. For example, the statement fee is \$2.00 until July 31, 2024, after which it will increase to \$3.00.						
	1.4.5. Registered Account Replenishment							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	Registered accounts are established with a valid replenishment method for prepaid balances to be restored as toll and fee transactions deplete the prepaid balance. Account replenishment options are Credit Card, cash, check, ACH and money order. Replenishment by Credit Card can be set up to be automatic (auto-replenishment). For auto-replenishment, the BOS determines the replenishment timing and minimum amount based on parameters (Configurable). Replenishment by cash, check, ACH or money order requires the customer to replenish the account manually by mailing a check or visiting a WIC. Customers without an auto-replenishment method also may make a one-time payment by Credit Card or ACH.						
430	The Contractor shall provide the capability for one or more auto-replenishment methods within an account for all electronic payment methods.						
431	The Contractor shall provide separate replenishment parameters (Configurable) for all account types, including but not limited to:						
	· fixed replenishment amount;						
	· replenishment threshold based on a percentage of the replenishment amount;						
	· replenishment thresholds based on the number of transponders on the account;						
	· replenishment amount based on the number of transponders on the account;						
431	· replenishment amounts calculated based on average use for a period (Configurable) of time or a fixed amount, whichever is greater. For example, average use over the prior (3) month period as compared to \$30);						
	· number of replenishment failures before next method is attempted and						
	· number of declines before a replenishment method is suspended based on appropriate reject reasons.						
432	The Contractor shall provide the capability for Authorized Users to identify individual accounts that are not subjected to auto-replenishment recalculation.						
433	The Contractor shall provide the capability for account replenishment options based on Insufficient Balance Thresholds.						
434	The Contractor shall provide the capability for automatic account replenishments via Credit Card and ACH.						
435	The Contractor shall provide the capability for a hierarchical usage sequence for auto-replenishment methods for an account, such as primary method ACH and secondary method Visa Credit Card #1.						
436	The Contractor shall provide for a stepped approach to failed auto-replenishments where an attempt is made to collect from the primary replenishment method a number of times (Configurable), followed by the secondary method and continuing until attempts have been made to replenish from all replenishment methods.						
437	The Contractor shall provide the capability for automatically suspending an auto-replenishment method because of a number of declines (Configurable) and decline reason code. For example, if the reason for a decline is a closed account, the number of retries would be zero.						
438	The Contractor shall provide the capability for automatically removing the suspension of an auto-replenishment method when there is an update to the Credit Card number, expiration date or any other related information.						
439	The Contractor shall provide the ability to automatically update Credit Card expiration dates through the Merchant Service Provider.						

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440	The Contractor shall provide the capability to check if the Credit Card or ACH information is associated with another account when setting up an auto-replenishment method. The Contractor shall provide an Alert to the CSR of such condition and options to cancel or continue.						
441	The Contractor shall provide the capability for an Alert to be sent to the PMMS of a failed auto-replenishment event because of BOS or Interface errors.						
442	The Contractor shall provide the capability for the manual replenishing of accounts, regardless of payment method, on both a one-time and ongoing basis.						
443	The Contractor shall provide the capability to check account balances each time a transaction is Posted to an account, as well as automatically submit an auto-replenishment attempt using the primary valid replenishment method when replenishment criteria is met.						
1.4.6. Adjustments and Reversals							
	Adjustments and reversals are routinely processed in the BOS and are applied to any type of toll or Financial Transaction. Examples of such adjustments include correcting a toll rate, which would result in a change in toll, accepting a customer dispute for an incorrect charge, which would result in the reversal of the toll, or waiving or reducing a Violation penalty. Adjustments and reversals can be processed for single transactions, such as in the examples above, or in bulk. An example of a bulk adjustment is reversing all charges for a specific Toll Facility during a specific time period, as would be the case for an accident in the general-purpose lanes. Every adjustment and reversal requires the entry of a reason code identifying the reason for the adjustment or reversal. Adjustments and reversals must be associated with the original transaction, but must not change the original transaction. The original transaction must be preserved in the BOS once the transaction has been Posted to the account. Any adjustments to that transaction would be Posted to the current Revenue Day. The BOS shall have the capability to report on both the unadjusted transaction amount and the adjusted transaction amount based on transaction plaza and lane, hence the reason adjustments to transactions/trips shall be tied to but not change the original transaction.						
444	The Contractor shall provide the capability to make corrections, adjustments and reversals to transactions/trips while preserving the original transaction, including the original Transaction Date and amount. Any corrections, adjustments or reversals shall be tied to, but not change, the original transaction/trip.						
445	The Contractor shall provide the capability to properly disposition transactions/trips that are adjusted and/or reversed and are already in a Violation Notice stage.						
446	All corrections, adjustments and reversals shall be Posted to the current Revenue Date so as not to affect prior closed Revenue Dates.						
447	The Contractor shall provide the capability for full reversals of any type of transaction with a reason code (Configurable), preserving complete history.						
448	The Contractor shall provide the capability for partial reversals of any type of transaction with a reason code (Configurable), preserving complete history.						
449	The Contractor shall provide the capability to require that a reason code be entered for every adjustment and reversal.						
450	The Contractor shall provide the capability for multiple corrections, adjustments and/or reversals to be made on a single transaction/trip while preventing the sum of such corrections, adjustments and/or reversals to exceed the amount of the original transaction/trip.						

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451	The Contractor shall provide the capability to establish Courtesy Credit amounts (Configurable) by Courtesy Credit type. Courtesy Credits shall be used for toll charges only on the Authority's Toll Facility and are not refundable and are charged as an expense when issued to customers.						
452	The Contractor shall provide the capability to apply Courtesy Credits to accounts and require the entry of comments and reason assignment from allowable reason. The reason selected will determine how the expense is charged (transaction level or account level (50/50)).						
453	The Contractor shall provide the capability to Authorized Users to configure all relevant parameters related to establishing role-based dollar amount thresholds for transactions that affect Authority's revenue, including but not limited to:						
	· adjustments,						
	· debits;						
	· credits and · reversals.						
454	The Contractor shall provide the capability for Authorized Users to Post adjustments, credits and reversals up to their role-based threshold amount (Configurable).						
455	The Contractor shall provide the capability to establish a Case when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable) or not authorized for the particular action.						
456	The Contractor shall provide the capability to establish a Case for a higher-level of approval when Authorized Users are unable to process a transaction as a result of reaching their role-based adjustment, credit or reversal limits (Configurable). The Authorized User who Approved the transaction shall be recorded and associated with the transaction.						
457	The Contractor shall provide detailed tracking of individual adjustments, credits and/or reversals and categorize each separately.						
458	The Contractor shall provide a trip and/or transaction search and adjustment screen(s) where Authorized Users can enter the selection criteria, retrieve the transactions/trips and make bulk adjustments or reversals. This capability shall allow the selection of groups of transactions/trips to which the correction will apply and adjustment comments entered for the affected transactions/trips. The Authorized User shall be allowed to select/deselect specific transactions/trips within the group. For example, the Authority may require all trips/transactions that include a certain toll point between 2 a.m. and 5 a.m. on a specific date to be fully reversed or all transactions at that toll point to be charged \$1.00.						
459	The Contractor shall provide the capability to process adjustments and reversals that affect Interoperable Agency customers in accordance with the applicable Interoperable specifications and include these transactions/trips in the reconciliation reporting based on adjustment Posting Date (not original Transaction Date).						
460	The Contractor shall provide the capability to transfer transactions/trips (financial or tolls) to another account. For example, a check Posted incorrectly to an account gets reversed and re-Posted to the appropriate account.						
461	The Contractor shall provide the capability to adjust the eligibility for discounts and promotions when transactions are corrected, adjusted or reversed.						
462	The Contractor shall provide the capability to adjust discounts and promotions when transactions are adjusted, corrected or reversed.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1.4.7. Account Statuses							
	Account statuses determine how transactions/trips are processed and associated to accounts.						
463	The Contractor shall provide account statuses, including but not limited to:						
	· active (accounts in good standing);						
	· low balance (account below replenishment threshold – Credit Card has declined or cash account below threshold);						
	· delinquent (Registered accounts only – accounts that fall below the Insufficient Balance Threshold);						
	· collection (account information has been sent to the Collection Agencies);						
	· pending close (Registered accounts only – accounts scheduled to close remain in this status for a Configurable number of days to allow for final transactions/trips to clear) and · closed (closed accounts).						
464	The Contractor shall provide the capability to automatically, according to Business Rules, transition between account statuses.						
465	The Contractor shall provide the capability to set a different period of time (Configurable) before accounts automatically transition from pending close to closed based on the reason the account is to be closed.						
466	The Contractor shall provide capability for customer Notification (Configurable) when the account status changes.						
467	The Contractor shall provide the capability to use the account’s status in determining whether or not to Post a transaction/trip to the account. For example, only Post transactions to an account in active or pending close statuses.						
468	The Contractor shall provide the capability to automatically set an account to delinquent status once the account balance reaches below the Insufficient Balance Threshold or a Configurable number of days from the low balance notification.						
469	The Contractor shall provide the capability to automatically set accounts to pending close status upon a request to close the account and take automatic actions, including but not limited to:						
	· deactivate plates and vehicles on the account;						
	· deactivate transponders on the account and						
	· prorating of prepaid discount fees.						
470	The Contractor shall provide the capability to automatically age an account from pending close to closed status after a period of time (Configurable) and to take automatic actions, including but not limited to:						
	· removing payment methods on the account;						
	· assessing the appropriate fees;						
	· expiring promotion credits;						
	· processing the refund amount bringing the balance to zero and · processing the refund automatically based on criteria or approval.						
471	The Contractor shall provide the capability for capturing multiple levels of reason codes for an account closing at “pending close” time.						
472	The Contractor shall provide the capability for the reactivation (back to an active status) of an account in the pending close and closed statuses.						
473	The Contractor shall provide the capability to prevent transactions from Posting to closed accounts.						
474	The Contractor shall provide the capability for Authorized Users to add comments to closed accounts.						

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		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1.4.8. Account Flags							
	Account Flags are used to identify meaningful conditions and information about the account, its transactions/trips, vehicles, transponders and payment methods which are used to trigger a Notification or other actions and for reporting. During design, the Contractor shall describe the ways in which these types of information shall be identified to the customers and Authorized Users.						
475	The Contractor shall provide the capability to set and maintain Flags (Configurable) that can be displayed on accounts for issues related to the account, a license plate, or transponder on the account.						
476	The Contractor shall provide the capability to automatically set Flags on account based on conditions and events, including but not limited to:						
	· bad address;						
	· bad email address/no email address;						
	· bad phone number (for both calls and texts);						
	· account closed in Collections;						
	· account was not completely opened;						
	· account has debt which was written-off;						
	· account has debt which was written-off in Collections;						
	· account has an Investigative Review in process;						
	· account has an open refund request;						
	· no active vehicles;						
	· no active transponder (applicable only to FasTrak accounts);						
	· transponder in certain status, for example, lost or stolen (not applicable to Unregistered accounts);						
	· excessive toll at license plate level (not applicable to Unregistered accounts);						
	· temporary license plate;						
	· account is in pending to close status (not applicable to Unregistered accounts);						
	· account has an open Case;						
	· customer participates in a non-revenue Account Plan (not applicable to Unregistered accounts);						
	· customer enrolled in Account Plan (s) (not applicable to Unregistered accounts);						
	· Special Access Plan on the account or on a vehicle on the account (not applicable to Unregistered accounts);						
· unresolved returned check;							
· unresolved Credit Card decline on the account;							
· at least one Credit Card marked by the BOS as bad (not applicable to Unregistered accounts);							
· at least one Credit Card is expired or is expiring within a number (Configurable) of days (not applicable to Unregistered accounts);							
· account has at least one suspended auto-replenishment method (not applicable to Unregistered accounts);							
· account has unpaid Violation(s) not applicable to Unregistered accounts);							
· account has debt in Collections;							
· one or more vehicles on the account has been placed on Registration Hold;							
· at least one license plate on the account has an unpaid Violation(s);							
· an Administrative Review has been scheduled for the account;							
· at least one Violation associated with the account has a Civil Judgement and							
· account was subject to Escheatment.							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
477	The Contractor shall provide the capability for Authorized Users to manually set account Flags, including but not limited to:						
	· high priority comment;						
	· bad phone number (for both calls and texts);						
	· bad address;						
	· do not accept checks for payment;						
	· inactive account;						
	· account needs to be referred to a supervisor;						
	· account holder is deceased and · CSC has been informed of account holder bankruptcy.						
478	The Contractor shall provide the capability to display all active Flags on an account upon accessing the account information.						
479	The Contractor shall provide the capability to automatically clear Flags based on criteria.						
480	The Contractor shall provide the capability for Authorized Users to manually clear Flags no longer applicable to an account.						
1.4.9. Transponders							
	There are different types of transponders, with each having a distinct purpose. The Authority may issue the types of transponders described below.						
	· Interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles.						
	· Breakable interior sticker transponders (non-switchable) – are permanently affixed on the inside of a vehicle’s windshield. These transponders cannot be moved between vehicles because they are designed to break if removed after they have been applied to a surface.						
	· Three-position hard-case transponders (switchable) – are mounted on the inside of a vehicle’s windshield with mounting strips that allow a customer to switch between three Occupancy Setting modes.						
	· Exterior headlight transponders (non-switchable) – are clear stickers which are permanently affixed to the motorcycle’s or vehicle’s headlight.						
481	The Contractor shall provide for transponder statuses (Configurable), including but not limited to:						
	· inactive;						
	· valid and						
	· invalid.						
482	The Contractor shall provide the capability to manually change transponder statuses, such as when a customer calls to report a transponder has been stolen.						
483	The Contractor shall provide the capability to automatically change transponder statuses. For example, when a transponder that is in inventory with an inactive status is subsequently added to an account, the status changes to active.						
484	The Contractor shall provide the capability to track a transponder’s current status and status history.						
485	The Contractor shall provide the capability to automatically change the transponder status from valid to invalid for all transponders on an account when the account balance is equal to or below a balance (Configurable).						
486	The Contractor shall provide the capability to automatically change the transponder status from invalid to valid for all transponders on an account when the account balance is above a balance (Configurable).						

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487	The Contractor shall notify the customer when the transponder changes status.						
1.4.10.	Incoming Customer Communication						
488	The Contractor shall provide the capability to track, store and electronically view all incoming customer contact-related information on all account types.						
489	The Contractor shall provide the capability to associate incoming customer communication with the account for all communication channels in accordance with the Security Standards, including but not limited to:						
	· phone;						
	· email (including attachments);						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· chat;						
	· text messaging;						
	· fax;						
490	· mail and						
	· in-person contact.						
490	The Contractor shall provide the capability to track and account for all incoming customer communication.						
491	The Contractor shall provide the capability for a CSR to upload a file and have it associated with an account, including but not limited to:						
	· an audio file from a recorded conversation;						
	· a PDF file, such as, an outbound email or mail piece and						
	· an image file, such as, a scanned document emailed by a customer.						
492	The Contractor shall provide the capability to view data files or play audio files associated with accounts.						
493	The Contractor shall provide the capability to scan incoming print communications and save the resulting image in the BOS. The Contractor's solution shall be robust, enterprise-level and integrated with the BOS and with capabilities including but not limited to:						
	· bulk scanning;						
	· indexing, sorting, collating;						
	· bulk demographic data entry and						
	· automatic assignment to accounts.						
	The Contractor shall provide the capability to categorize all incoming communication via drop-down menu options (Configurable), including but not limited to:						
	· application;						
	· account close request;						
	· account information change;						
	· administrative review request;						
	· Affidavit of Non-Liability;						
	· bankruptcy document;						
	· Clean Air Vehicle proof;						
	· complaint;						
	· contest notice;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
494	· death certificate;						
	· dispute;						
	· divorce decree;						
	· financial hardship;						
	· general correspondence/inquiry;						
	· lease agreement;						
	· marriage license;						
	· other miscellaneous;						
	· payment;						
	· police report;						
	· proof that the vehicle was rental or leased vehicle;						
	· proof that the vehicle was sold/stolen;						
	· rental car agreement;						
	· returned mail – with forwarding address;						
· returned mail – without forwarding address;							
· sale documentation;							
· transponder request and							
· vehicle registration.							
495	The Contractor shall provide the capability to search for all incoming communication.						
496	The Contractor shall provide the capability to create a Case for each incoming communication piece scanned into the BOS. Each scanned communications piece will either initiate a new Case or be associated with an existing one, as determined by an Authorized User.						
497	Create a customer contact record for all automated customer contacts. For example, if the customer provides a new address and phone number, the BOS shall automatically create a contact record that says customer contacted the BOS via Self-Service Website to update address and cell phone number.						
498	The Contractor shall provide the capability to track contacts based on channel or contact reasons.						
499	The Contractor shall provide the capability to set and maintain customer contact attributes, including but not limited to:						
	· channels;						
	· date and time;						
	· actions;						
	· contact reasons;						
	· comments and						
· comment category.							
1.5. Image Transfer and Transaction/Trip Processing							
1.5.1. Transaction/Trip Transfer							
	The ETTM System captures transactions and images for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips and handles automatic and manual image review. The transaction/trip is created by the ETTM System. The ETTM System sends the full formed trip, associated transactions, image(s) and license plate data (if needed) to the BOS.						
500	The Contractor shall provide the capability to accept and store images related to transactions/trips, Violations, I-Tolls from the ETTM System in accordance with ICD.						

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501	The Contractor shall provide the capability for customers and Authorized Users to retrieve, view and print images related to transactions/trips, Violations and I-Tolls.						
502	The Contractor shall provide the capability to associate images with the related transaction/trip in the BOS based on information provided by the ETTM System.						
503	The Contractor shall provide the capability to transmit the status of image acquisition errors to the ETTM System Contractor and the PMMS.						
504	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.						
505	Reconcile and report transaction file discrepancies, errors and rejects by reason.						
506	The Contractor shall provide the capability to send and receive all data and files between the ETTM System and the BOS in compliance with the ETTM System Contractor's ICDs, and any updates made to them must meet the Requirements of the Statement of Work and Requirements.						
507	The Contractor shall provide the capability to support a list of ETTM Systems with which the BOS shall Interface to receive Transponder-Based and Image-Based Transactions. All received transactions/trips shall be verified against the list of ETTM Systems.						
508	The Contractor shall provide the capability to receive and maintain a listing of each Toll Facility's tolling points and lanes (including designation of direction) from which the BOS shall receive transactions/trips. All transactions/trips received shall be verified against the Toll Zone and lane (including designation of direction) listing for each Toll Facility.						
509	The Contractor shall provide the capability to receive and process Transponder-Based and Image-Based Transactions/Trips from each ETTM System.						
510	The Contractor shall provide the capability to validate the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the ETTM System meet the Requirements of the ICD.						
511	The Contractor shall provide the capability to validate the transactions/trips to ensure compliance to Interface Requirements and established parameters for each Toll Facility and identify errors and exceptions.						
512	The Contractor shall provide the capability to accept, but not Post to accounts or process further Transponder-Based and Image-Based Transactions/Trips that have failed the verifications and cannot be processed further as submitted for collecting tolls at the BOS. Such rejected transactions/trips include but are not limited to:						
	· transactions/trips are older than the established parameters;						
	· transactions/trips do not belong to Toll Facilities on the Toll Facilities list;						
	· transactions/trips do not belong to a Toll Zone on the Toll Facility list;						
	· internal transponder identification number is not valid;						
	· transaction/trip is a duplicate of a Posted Transponder-Based Transaction/Trip on the account;						
	· transaction/trip is a duplicate of a Posted I-Toll Transaction/Trip on the account;						
	· transaction/trip is a duplicate of a Violation transaction/trip on the account;						
· transaction/trip was rejected by the Interoperable/CTOC Agency and							
· transaction/trip is not in compliance with the ICD.							
	The Contractor shall provide the capability to identify duplicate transaction/trip verification (Configurable) for each Toll Facility, based on various criteria, including but not limited to:						
	· Toll Facility;						
	· Toll Zone;						

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513	<ul style="list-style-type: none"> · direction of travel; · lane; · transaction/trip time differential; · transaction/trip type; · account type; · license plate number and · transponder number. 						
514	The Contractor shall provide the capability to reconcile transmitted transaction/trip counts and errors by date sent to the BOS and Transaction/Trip Date and Time.						
515	The Contractor shall provide the capability to categorize failed transactions/trips into error codes and exception codes for reporting purposes.						
516	The Contractor shall provide the capability to accept and process corrected transactions/trips that have been previously rejected.						
1.5.2. Transmission Error Identification							
517	The Contractor shall provide the capability to send status of transaction/trip transmission and/or verification errors to the PMMS.						
518	The Contractor shall provide the capability to identify when the actual number of Transponder-Based Transactions/Trips and Image-Based Transactions/Trips received from an ETTM System is a percentage (Configurable) below the expected number for each Toll Zone and lane based on historical volumes and send an Operational Alert Notification to the PMMS.						
519	The Contractor shall provide the capability to identify when percentage (Configurable) of trips sent as image-based has increased compared to historical data and send an Operational Alert Notification to the PMMS.						
520	The Contractor shall provide the capability to identify when the actual number of images acquired is a percentage (Configurable) below the expected amount for each Toll Zone and lane and send an Operational Alert Notification to the PMMS.						
521	The Contractor shall provide the capability to create transmission failure Alerts based on parameters, including but not limited to missing plazas and delayed transactions by Toll Facility and transaction/trip type.						
522	The Contractor shall provide the capability to identify if there are missing images from a specific Toll Zone (Configurable number over a Configurable period of time) and send an Operational Alert Notification to the PMMS.						
523	The Contractor shall provide the capability (Configurable) to retry the acquisition of images for transactions/trips initially identified as not having images.						
524	The Contractor shall provide the capability to match the acquired image with its transaction/trip.						
525	The Contractor shall provide the capability to identify transactions/trips for which images were expected but are missing and generate an Operational Alert Notification to the PMMS if images are missing for more than a number of transactions/trips (Configurable) and after an amount (Configurable).						
526	The Contractor shall provide the capability to transmit the status of image acquisition errors to Authorized Users.						
527	The Contractor shall provide the capability to categorize failed images into error codes and exception codes for reporting purposes.						

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1.5.3. Interoperability							
	The Authority is already Interoperable with the other toll agencies in California. During the Implementation Phase and Operations and Maintenance Phase, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority intends to participate in regional and national Interoperability.						
	The BOS and the Interoperable/CTOC Agencies shall exchange files in accordance with the most current ICDs.						
528	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the latest WRTO/CTOC ICD. See Attachment A: WRTO and CTOC Technical Specification for Interagency Electronic Data Interchange for current ICD.						
529	Provide the capability to create/transmit and receive/process all Interoperable/CTOC files in accordance with the Authority's Business Rules. The Contractor shall support Interoperable agencies that will be on different versions of the WRTO/CTOC ICD throughout the Term of the Agreement.						
1.5.3.1. OCTA Customers on Interoperable Agency Facilities							
	Customers who have an Active Registered account may use the Toll Facilities of Interoperable/CTOC Agencies. Transactions/trips generated on the Interoperable facilities will be transmitted to the BOS for processing and Posting to accounts. Interoperable/CTOC Agencies will receive disposition for each submitted transaction/trip in accordance with their individual Interoperable/CTOC Agency ICD. Images will not be provided by Interoperable Agencies. The BOS shall meet the following Requirements related to Transponder-Based Transactions/Trips and Image-Based Transactions/Trips submitted by Interoperable/CTOC Agencies.						
530	The Contractor shall provide the capability to create, transmit and exchange all data and files between the BOS and Interoperable/CTOC Agencies in compliance with the existing ICDs and any updates made to them to meet the Requirements of the Statement of Work.						
531	The Contractor shall provide the capability to receive and process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the Interoperable/CTOC Agencies.						
532	The Contractor shall provide the capability to validate that the Transponder-Based Transactions and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies meet the criteria for qualification, including but not limited to:						
	· Transponder-Based Transactions/Trips and Image-Based Transactions/Trips transmitted by the Interoperable/CTOC Agencies are Posted when the associated account and transponder were active;						
	· Transponder-Based Transactions/Trips and Image-Based Transactions/Trips meet the Requirements of the ICD and						
533	· Image-Based Transactions/Trips have a license plate number, Jurisdiction and Plate Type (if applicable), and the transaction occurred when the associated account and plate were active.						
	The Contractor shall provide transaction/trip disposition to Interoperable/CTOC Agencies for each submitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.						
1.5.3.2. Interoperable/CTOC Customers on Authority Toll Facility							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	Interoperable/CTOC Agency customers who have accounts at other Interoperable/CTOC Agencies may use the Authority's Toll Facility. These customers may create Transponder-Based Transactions/Trips and Image-Based Transactions/Trips. The BOS identifies such transactions as Interoperable/CTOC Transactions/Trips, validates such transactions/trips are in compliance with Interoperable/CTOC ICDs and transmits them to the Interoperable/CTOC Agency for processing and Posting to the appropriate accounts. The Authority may assess a Configurable 'roaming/hub processing fee' based on the transaction/trip type. Interoperable/CTOC Agencies will transmit the disposition for each submitted transaction/trip to the BOS in accordance with their individual Interoperable/CTOC ICD.						
	The BOS shall meet the following Requirements related to Interoperable/CTOC Transponder-Based Transactions/Trips and Image-Based Transactions/Trips.						
534	The Contractor shall provide the capability to receive and validate Transponder-Based Transactions/Trips and Image-Based Transactions/Trips from the ETTM System.						
535	The Contractor shall provide the capability to validate that the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips are in compliance with the Interoperable/CTOC ICDs.						
536	The Contractor shall provide the capability to, if configured, assess the appropriate 'roaming/hub processing fee' based on the transaction/trip type.						
537	The Contractor shall provide the capability to identify clean air vehicles and motorcycles for discounts from Interoperable/CTOC Agencies.						
538	The Contractor shall provide the capability to transmit Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to the appropriate Interoperable/CTOC Agency.						
539	The Contractor shall provide the capability to receive transaction/trip disposition from the Interoperable/CTOC Agencies for each transmitted Transponder-Based Transaction/Trip and Image-Based Transaction/Trip.						
540	The Contractor shall provide the capability to invoice IOP, make payments to IOP and receive post payments from IOP, retain and aging of IOP receivables.						
1.5.4. Monitoring – Operations and System Performance							
	The Authority requires monitoring tools to effectively track and manage operations with the goals of optimizing efficiency, performance and customer service. The Authority requires clear visual and graphical representation of the workflow statuses and the provision of Alerts to identify backlogs and problems on a timely basis.						
541	The BOS shall provide pictorial representations (dashboard) of the BOS operations and performance, and Authorized Users performance and productivity at all stages of inbound customer contact points and operations process flow.						
542	The BOS shall provide Authorized Users the ability to customize and personalize their dashboard to display data elements selected by the user.						
543	The BOS shall provide user interface in real-time to review and be alerted to problems, exceptions, issues and variance from Performance Measures by means of conditional formatting.						
544	The BOS shall provide users with the capability to drill to the individual details and back-up information of any transaction/trip state, status or problem.						
545	The BOS shall provide user interface to establish various thresholds (Configurable) to monitor and assess BOS and operations performance in areas such as inbound calls, emails, chat, cases, transponder requests, etc.						

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546	The BOS shall generate automated notifications to the PMMS when specified deviations from established thresholds are detected within a user defined period of time (Configurable) and provide such notifications on the dashboard.						
1.5.5. Transaction/Trip Processing Lists							
1.5.5.1. Processing Exception List							
	The Processing Exception List is a list of license plates and transponders used to identify Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that require manual review and disposition prior to final processing due to known customer service and/or processing issues.						
547	The Contractor shall provide the capability to maintain a separate Processing Exception List of license plates and transponders for each Toll Facility.						
548	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Processing Exception List of license plates and transponders.						
549	All changes to the Processing Exception List shall require Authority Approval.						
550	The Contractor shall provide the capability for Authorized Users to enter effective start and end dates for each license plates and transponder.						
551	The Contractor shall provide the capability for Transponder-Based Transactions/Trips and Image-Based Transactions/Trips that are active on the Processing Exception List to not be processed by the BOS until manually reviewed and dispositioned.						
552	The Contractor shall provide the capability via a processing exception screen to review each transaction and image and either reintroduce the Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for normal BOS processing or have them remain unprocessed.						
553	The Contractor shall provide the capability via a processing exception screen to review Transponder-Based Transactions/Trips and Image-Based Transactions/Trips multiple times before reintroducing them for BOS processing.						
554	The Contractor shall provide the capability for reintroduced Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to follow all of the applicable processing rules. For example, if the time process time threshold has been exceeded the normal dispositioning process would occur.						
555	All Transponder-Based Transactions/Trips and Image-Based Transactions/Trips subject to the processing exceptions shall be included in all applicable transactional and financial reporting.						
1.5.5.2. Plate Correction List							
	The Plate Correction List contains license plate numbers identified by the CSC Operations as being problematic based on customer disputes or QA processes and requiring analysis and correction by the ETTM System Contractor to prevent recurring issues.						
556	The Contractor shall provide the capability to provide a separate Plate Correction List for each Toll Facility.						
557	The Contractor shall provide the capability for Authorized Users to add, delete and maintain the Plate Correction List of license plates with all available plate information.						
558	The Contractor shall provide the capability for Authorized Users to electronically send the Plate Correction List to the ETTM System Contractor.						
559	The Contractor shall provide the capability to search for, retrieve and correct plates added to the Plate Correction List to avoid the same errors from occurring for transactions that are in process.						
1.5.6. Customer Validation and Transaction/Trip Posting							

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	Upon the completion of the initial verifications and processing, the BOS shall attempt to Post the transactions/trips to accounts. The sequence in which the Posting occurs is determined during design.						
1.5.6.1. Transaction/Trip Posting - General							
	Generally, the toll rate assigned by the ETTM System is the rate that the customer is charged. On Express Lane facilities, the toll rate depends on the numbers of occupants in the vehicle. Some transponders have the ability to indicate the number of occupants in the vehicle depending on where the customer has set the switch. Account Plans, plate codes and transponder codes such as the Clean Air Vehicle or motorcycle may also affect the toll rate. During the Operations and Maintenance Phase, it is anticipated that the occupancy required to receive a discounted or \$0 toll rate will change (for example, from 2+ to 3+).						
560	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order and sequence in which transactions/trips are processed for Posting to the various account types.						
561	The Contractor shall use the Authority's Business Rules and existing hierarchy in developing the rules for Posting trips.						
562	The Contractor shall provide the capability to set and maintain rules (Configurable) that define the order in which the transactions/trips shall be processed and their final outcome, including but not limited to:						
	· type of the transaction/trip (Transponder-Based or Image-Based);						
	· the submitting Entity (Toll Facility, Authority or Interoperable/CTOC Agency);						
	· the presence of a transponder in the transaction/trip;						
	· account type;						
	· account status;						
	· the status of the transponder at the time of the transaction/trip and · the availability of an image.						
563	The Contractor shall provide the capability to store multiple transponders per transaction/trip and charge the transponder according to the rules.						
564	The Contractor shall provide the capability to transmit Interoperable Transponder-Based Transactions/Trips to Interoperable/CTOC Agencies to Post to the Interoperable/CTOC Agency accounts.						
565	The Contractor shall provide the capability to validate Transponder-Based Transactions/Trips and account type and support the processing order (Configurable) of transactions/trips with transponders, per Business Rules.						
566	The Contractor shall process the transaction as an Image-Based Transaction if a Transponder-Based Transaction/Trip cannot be Posted to an account, but it contains the license plate data, then depending on the reject reason. For example, if a Transponder-Based Transaction/Trip was rejected by an Interoperable/CTOC Agency due to insufficient funds on the account, then the transaction/trip can be processed as an Image-Based Transaction/Trip if an image is available.						
567	The Contractor shall provide the capability to reprocess transactions as Image-Based Transactions/Trips if Transponder-Based Transactions/Trips cannot be Posted to an account and are rejected by the BOS, in accordance with the processing order (Configurable) based on the reject reason.						
568	The Contractor shall provide the capability to validate the transaction/trip and account type and support the processing order (Configurable) of Image-Based Transactions/Trips per Business Rules.						

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569	The Contractor shall provide the capability to insert pauses, of durations (Configurable), in transaction processing within the transaction/trip processing sequence to allow for other interactions (for example, a grace period to allow customer to provide payment before a transaction is Posted to a rental car account or an Unregistered account).						
570	The Contractor shall provide the capability to configure whether payments are guaranteed for both Transponder-Based Transactions/Trips and Image-Based Transactions/Trips for each Interoperable/CTOC Agency.						
571	The Contractor shall provide the capability to Post a Transponder-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.						
572	The Contractor shall provide the capability to Post an Image-Based Transaction/Trip that is guaranteed for Interoperable/CTOC Agencies to the account, regardless of the account balance.						
573	The Contractor shall provide the capability to process Transponder-Based Transactions/Trips and Image-Based Transactions/Trips to an account based on date and time the transaction/trip was received by the BOS in First in First Out (FIFO) order.						
574	The Contractor shall provide the capability to attempt to Post a toll transaction/trip (OCTA or Interoperable/CTOC) that did not Post to the account initially at Configurable intervals for a Configurable amount of time.						
575	The Contractor shall provide the capability to Post tolls/trips based on the particular tolling location. For example, if the transponder has a non-revenue plan for a particular Toll Facility, then transactions/trips for that transponder are charged \$0.00 for transactions/trips on that Toll Facility.						
1.5.6.2. I-Toll Transaction/Trip Posting							
	Transponders sometimes fail to read when the customer uses the Toll Facilities. This results in the capture and processing of the customer license plate image by the ETTM System. An Image-Based Transaction/Trip along with the license plate image(s) and data is ultimately submitted to the BOS for processing. Accounts with a number of I-Tolls deemed excessive may be notified and those customers may be charged a fee.						
	The BOS identifies the license plate as belonging to the Authority or Interoperable/CTOC account and verifies that the Image-Based Transaction/Trip is eligible for Posting to the account as an I-Toll Transaction/Trip. An I-Toll shall be Posted to an account in accordance with Business Rules. For an Interoperable/CTOC account, an I-Toll shall be sent to the Interoperable Agency for processing only if the license plate is on the valid license plate file for the Transaction Date. Image(s) for I-Toll Transactions/Trips shall be retained by the BOS.						
576	The Contractor shall provide the capability to identify and Post I-Tolls belonging to the Authority or Interoperable/CTOC account based on a combination of factors, including but not limited to:						
	· the account status at the time of the transaction/trip;						
	· current account status;						
	· account open date;						
	· effective date and time range for the license plate on the account;						
	· Account Plans associated with the account, transponder or license plate;						
	· license plate number;						
	· license plate Jurisdiction;						
· license Plate Type;							
· license plate status;							

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	<ul style="list-style-type: none"> license plate image; whether the license plate was on the account at the time of the transaction/trip and the account balance. 						
577	The Contractor shall store the image(s) associated with I-Toll Transactions/Trips.						
578	The Contractor shall provide the capability to check each time a license plate is added to a Registered account and when a license plate start date/time is changed and every day after until resolved to see if any Violations match that license plate and Post all applicable Violations to the account in accordance with Business Rules.						
579	The Contractor shall provide the capability to setup the parameters (Configurable) which trigger an Excessive I-Toll Notification.						
580	The Contractor shall provide the capability to set up the parameters (Configurable), which trigger the application of the Excessive I-Toll fee, including a grace period after a customer is notified.						
581	The Contractor shall provide the capability to apply the Excessive I-Toll fee in the future only when a percentage (Configurable) of monthly transactions are processed by plate.						
1.5.6.3. Toll and Discount Posted							
	The transactions/trips submitted by the ETTM System and the Interoperable/CTOC Agencies will contain multiple toll rates based on the Toll Facility or Interoperable/CTOC Agency, the type of facility and the transaction/trip type (listed below). Based on the Business Rules, the BOS shall apply the applicable discounts and charge the account the correct toll rate.						
582	The Contractor shall provide the capability to apply applicable discounts for Account Plans associated with the account, transponder or license plate to the Transponder-Based and Image-Based Transactions/Trips.						
583	The Contractor shall provide the capability to Post the appropriate toll and discounts to Transponder-Based Transactions/Trips and the Image-Based Transactions/Trips based on various conditions (Configurable), including but not limited to:						
	· type of transaction/trip received from the ETTM System, for example non-revenue;						
	· type of transaction/trip received from the Interoperable/CTOC Agencies;						
	· type of Toll Facility, for example Express Lanes;						
	· account balance;						
	· type of transaction/trip at the time of Posting (FasTrak, I-Toll or Violation);						
	· account type;						
	· Flags on the account, for example Excessive I-Toll and transponder and plate designators (CAV).						
1.5.6.4. Owner Identification							
	For those Image-Based Transactions/Trips that do not Post to an existing account or Interoperable/CTOC account, the registered owner name and address information for the vehicle (based on the license plate) needs to be obtained from DMV or ROV Lookup Provider sources.						
584	The Contractor shall establish a direct Interface with the California Department of Motor Vehicles (DMV) to perform an ROV look up for each transaction with California license plates.						
585	The Contractor shall establish a direct Interface with the Arizona, Oregon and Nevada Department of Motor Vehicles (DMV) to perform an ROV look up for any applicable trip.						

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586	The Contractor shall provide a ROV Lookup Service Provider to be used to perform an ROV Lookup for each transaction with license plates from all other States, the District of Columbia and the U.S. Government.						
587	The Contractor shall provide the capability to identify California temporary plates based on numbering sequence and other information provided by the DMV.						
588	The Contractor shall provide the capability to lookup temporary license plates issued by the California DMV utilizing a separate database for temporary plates.						
589	The Contractor shall provide the capability to obtain and store Vehicle Identification Number (VIN) for a temporary license plate and using the VIN, associate the temporary license plate to permanent plate to ensure only a single Unregistered account is created for the vehicle and that California DMV hold is placed on the permanent plate, if applicable.						
590	The Contractor shall provide the capability to manage addresses associated with Protected Plates agencies, which is the agency name returned from the DMV or ROV Lookup Provider for license plates of customers affiliated with federal, state or local agencies allowed to shield addresses. including but not limited to:						
	· allow Authorized Users to input, delete and update the addresses associated with Protected Plates agencies;						
	· electronically check against the Protected Plate data when a Protected Plate agency name is returned from the DMV or ROV Lookup Provider;						
	· automatically produce the Violation Notice with the Protected Plate agency address;						
	· allow the option for an Authorized User to review, edit and approve the Violation Notice prior to sending and						
· if there is no match for a Protected Plate agency, hold the Violation for a Configurable period of time and allow an Authorized User to manually enter an address when obtained and send.							
591	The Contractor shall provide the capability to establish separate, ROV Lookup parameters (Configurable) to obtain the ROV, based on various criteria including but not limited to:						
	· whether the license plate is issue by a state which there is a direct DMV connection or through an ROV Lookup Service Provider;						
	· whether the license plate is a temporary plate (California only);						
	· Flags on the account, for example if the account has a bad address Flag or ROV is stale, then ROV Lookup is performed at intervals (Configurable) until a new address is obtained and						
· cost of ROV Lookup, for example if ROV Lookups are at no cost then perform lookup every time (possibly daily) when a Violation Notice is about to be issued for the license plate.							
592	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued because the Violation date is greater than the Configurable number of days old.						
593	The Contractor shall provide the capability to identify and manage Violations which do not meet the criteria for a Violation Notice to be issued based on Business Rules.						
594	The Contractor shall provide the capability to identify and manage Violations which have no match after ROV Lookup and allow for a Configurable number of days to attempt to obtain the ROV through other methods.						

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595	The Contractor shall provide the capability to view the transaction/trip and its associated image(s) and select the correct license plate registration information in the event there are multiple ROV matches returned by the ROV Lookup Service Provider for a particular license plate.						
596	The Contractor shall provide the capability to review the results and take appropriate action of partial ROV information matches and confirm the account that matches the ROV name and address.						
597	The Contractor shall provide the capability to automatically create an Unregistered account for the license plate using the ROV results if there is no match to an existing Registered or Unregistered account.						
598	The Contractor shall provide the capability to identify potential match to a Registered account based on name and address and notify the customer and add the plate and transactions.						
599	The Contractor shall provide the capability to review the transactions/trips where the registration information is not available. The BOS shall retrieve all images associated with the transactions/trips and make them available to the Authorized User for review. The Authorized User can take the following action on the transactions/trips, including but not limited to:						
	<ul style="list-style-type: none"> · manually enter the ROV data and · correct the license plate data. 						
600	The Contractor shall provide the capability to re-submit license plates for ROV Lookup a number of times (Configurable) and after a period of time (Configurable) if the license plate is returned from the ROV Lookup Service Provider with no match or an error. The configuration shall be based on the type of error and the status of the communications.						
601	The Contractor shall provide the capability, if there is no response for the ROV Lookup after the number of retries (Configurable), and license plate registration information cannot be obtained, to automatically set the transaction/trip to "Unknown DMV status".						
602	The Contractor shall provide the capability, if the ROV information cannot be obtained, Post the transaction to a Registered account if the transaction/trip also contained an OCTA transponder read.						
603	The Contractor shall provide the capability to automatically record, set and maintain the ROV Lookup source based on license plate Jurisdiction.						
604	The Contractor shall provide the capability to set the length of time (Configurable by Jurisdiction) before ROV information needs to be rechecked before the license plate registration information is considered stale and must be acquired again.						
605	The Contractor shall provide the capability to set the length of time (Configurable) before ROV information for temporary license plates needs to be rechecked individually to obtain the associated permanent license plate number.						
606	The Contractor shall provide the capability to retain all historical ROV Lookup information, including but not limited to:						
	<ul style="list-style-type: none"> · source of license plate ROV data; · ROV data changes and · the date the data was obtained. 						
1.5.6.5. Transfer of Responsibility							
	The California Vehicle Code provides for the registered owner of a vehicle to name another individual as the person responsible for toll evasion notices. In order to comply with this Requirement, the BOS will need to record the named responsible person and process applicable NTEV accordingly.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
607	The Contractor shall provide the capability to transfer the responsibility to another party, including but not limited to:						
	· uploading supporting documentation;						
	· allowing for Authorized Users to enter the responsible party's name and address information for one or many Violation Notices;						
	· dismissing the Violation Notices (including applicable tolls and fees) for the original ROV;						
	· establishing an Unregistered account for the new ROV;						
	· issuing Violation Notice(s) as applicable to the new ROV and · maintain history of the responsibility transfer activities.						
1.6. Registered and Unregistered Account Notifications							
1.6.1. Outgoing Notifications							
	The creation and sending of outgoing Notifications includes multiple distribution channels, such as electronic transmission (email, text), print and mail, and outbound phone calls. Notification management shall provide several methods of delivery and allow for configuring how each Notification item shall be delivered. All Notifications related to an account shall be associated with that account and Case, if applicable, in the BOS.						
	Alerts are normally Notifications that customers opt-in for so that they can be notified (usually by text or email) when their account needs attention or when activities occur on their account. Alerts can also be Notifications based on account events of which the Authority would like customers to be informed.						
	Notifications are sent using distribution channels, such as email, text, phone call and United States Postal Service (USPS) mail.						
	There are unique Notification items, for example, a Notice of Toll Evasion Violation, an insufficient balance letter or an email Notification that the customer's account has been replenished.						
	Each Notification item has criteria which triggers its generation. When an account meets specified criteria, the account qualifies for a specific Notification item. For example, an account qualifies for a Credit Card Expiring Notification one month before the Credit Card expiration date and an account qualifies for a Violation Notice after the ROV information has been obtained.						
608	The Contractor shall provide all outgoing Notifications with a standard look and feel and submit samples of all Notifications to the Authority for Approval, prior to distribution to customers.						
609	The Contractor shall provide a Notification management process regardless of the Notification item or the distribution channel used to send the Notification.						
610	The Contractor shall develop a communication matrix for configuring the Notifications and their allowable distribution channel. This matrix shall be Configurable and will change over the life of the Contract.						
611	The Contractor shall provide a process to automatically issue each Notification when the criteria in the Business Rules is met.						
612	The Contractor shall produce and deliver print Notifications to the USPS Monday – Friday.						
613	The Contractor or its Print/Mail House Service Provider (optional) shall produce and deliver the Notifications to the USPS within two (2) Business Days of the Notification meeting the Business Rules for generation.						
614	The Contractor shall produce and deliver all electronic or phone Notifications to the customer within one (1) Business Day of the Notification meeting the Business Rules for generation.						

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615	The Contractor is responsible for the quality and accuracy of the all Notification and shall review Notifications produced in-house or by its Print/Mail House Service Provider (optional), as the Contractor deems necessary to ensure accuracy of the notifications for complete addresses, correct information and Notification template/version and accurate dates.						
616	The Contractor shall provide the capability to automatically associate all outbound Notifications with the appropriate account and Case, if applicable.						
617	The Contractor shall provide the capability for customers to opt-in for Alerts and select the conditions that will result in the creation of Alerts. Customer shall have a choice of selecting the method in which they receive the Alert; a text or email.						
618	The Contractor shall provide the capability to automatically initiate customer Alert Notification based on account events, including but not limited to:						
	· an I-Toll was Posted to the account;						
	· Violation on license plate registered to customer's address on file;						
	· transponder order placed;						
	· transponder shipped;						
	· Credit Card expiry date within days (Configurable) of expiry;						
	· account balance an amount above Insufficient Balance Threshold (Configurable);						
	· daily account balance;						
	· payment Posted to account;						
	· returned check;						
· account auto-replenishment (Credit Card) failure/declined Credit Card;							
· an ACH transaction is rejected and							
· account changes (Configurable), such as the addition of a vehicle to the account or change of password.							
619	The Contractor shall provide the capability to automatically initiate customer communications and Notifications based on account events including but not limited to the following.						
	· account creation welcome letter/account profile;						
	· Excessive I-Toll threshold is exceeded;						
	· account auto-replenishment (Credit Card) failure/declined Credit Card;						
	· an ACH transaction is rejected;						
	· Credit Card update successful (from the Credit Card update service);						
	· Credit Card update failure (from the Credit Card update service);						
	· Credit Card is within a number of days (Configurable) from its expiration;						
	· Credit Card has expired;						
	· partial payment;						
	· temporary license plate expired;						
	· auto-replenishment suspended;						
	· auto-replenishment recalculation;						
	· returned check;						
	· account suspended;						
	· delinquent account second notice;						
	· Warning of Registration Hold (Configurable to only send based on the amount of time since the delinquent Notification);						

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	<ul style="list-style-type: none"> · statement available; · postpaid invoice; · Notice of Toll Evasion Violation generated; · Notice of Delinquent Toll Evasion Violation generated; · Violation dispute accepted; · Violation dispute rejected by reason; · incomplete Affidavit of Non-Liability; · customer-initiated review-related Notification; · Administrative Hearing scheduled; · account balance level is below the Insufficient Balance Threshold; · account is flagged with a bankruptcy; · undeliverable mail; · undeliverable email; · bad phone (for both calls and text)/fax situation; · forgotten password, PIN or username and · account status changes (Configurable). 						
620	Distribute Notifications through distribution channels, including but not limited to: <ul style="list-style-type: none"> · mail; · email; · text messaging; · Self-Service Mobile Application push Notifications (Phase II and optional); · fax; · outbound CSR call by developing a list of calls to be made and · automated outbound call. 						
621	The Contractor shall provide the capability for electronic Notifications to be sent as the body of an email in a format (Configurable), including but not limited to text and HTML.						
622	The Contractor shall provide the capability for electronic Notifications to be sent as a link to the Self-Service Website in the body of an email.						
623	The Contractor shall provide the capability (Configurable) to define Notification type and size, for example, postcard or letter.						
624	The Contractor shall provide settings (Configurable) for distribution channel for each Notification item, including but not limited to: <ul style="list-style-type: none"> · Authority required distribution channel(s); · customer preference and · preferred address type for mailing, for example, home, business or ROV Lookup provided. 						
625	The Contractor shall provide the capability for a Notification item to be distributed using multiple distribution channels. For example, send the Notification to the customer's preferred distribution channel, which is email and by mail, based on the Authority's preference.						
626	The Contractor shall provide the capability to identify multiple Notifications that are generated for a customer and combine their mailing.						
627	The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest.						

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628	The Contractor shall provide the capability to validate the existing email address anytime a new email address is provided.						
629	The Contractor shall provide the capability to send manually-generated, bulk email Notifications.						
630	The Contractor shall provide the capability to send scheduled and ad-hoc, bulk text Notifications.						
631	The Contractor shall provide the capability to send scheduled and ad-hoc, bulk mail Notifications.						
632	The Contractor shall provide the capability to read, capture, and create the USPS Intelligent Mail Barcode on incoming and outbound mail.						
633	The Contractor shall provide the capability for Notifications to include images, graphics, and lists (for example, lists of license plates and/or transponders) as well as text.						
634	The Contractor shall provide standard templates for each Notification item.						
635	The Contractor shall provide the capability to add a barcode, scan line or Quick Response Code to each outgoing Notification piece (excluding text and email body copy Notifications) so the returned Notification can be scanned and automatically associated with the proper account and, if applicable, Case. The barcode shall be visible in the top of the envelope window so as not to interfere with the USPS but to be available to scan as returned mail without having to open the envelope.						
636	The Contractor shall provide the capability to add checksum digits to barcodes on Notices and other correspondence that will likely return to the BOS or Lockbox Service Provider (optional) or Collection Agency. Barcode readers shall be able to support such checksum on barcodes and the BOS shall validate it.						
637	The Contractor shall provide the capability to ensure historical Notifications associated with accounts do not change (maintain original form and content) regardless of any changes that are subsequently made to the template for that Notification item.						
638	The Contractor shall provide the capability to create and assign version numbers/dates to Notification templates.						
639	The Contractor shall provide the capability to manage/configure Notifications and their attributes according to Business Rules, including but not limited to:						
	· add new Notifications;						
	· deactivate Notifications;						
	· view and select for activation past versions of Notifications;						
	· criteria;						
	· frequency;						
	· escalation path;						
	· whether based on actual account balance or balance due (calculated);						
	· whether to send for third-party address look up;						
	· a variable due date based on the number of days (Configurable) until payment is due;						
	· a fixed date due (for example, monthly customer Anniversary Day);						
	· number of days until action must be taken;						
	· the number of days between the due date and escalation to the next Notification level;						
	· number of days between the creation date and issue date;						
· a fixed issue date (for example, monthly customer Anniversary Day);							
· the number of Business Days between the due date and escalation to the next Notification level;							
· number of Business Days between the creation date and issue date;							
· number of times to resend;							

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	<ul style="list-style-type: none"> number of days before the Notification is resent; whether or not to resend or reissue if a new address is received; whether to escalate but not print if address is marked 'bad'; allowable distribution channel(s); distribution channel escalation; number of days from the mailing of the dispute reject letter to extend the Violation Notice payment date; eligible address type, for example, Notice of Toll Evasion Violation must be mailed to the ROV's address as provided by the ROV Lookup source; address source priority, for example, mail to the ROV Lookup address and if that piece is returned with a forwarding address then use forwarding address; Notification response address, for example, some Notifications may require that payment go to the Lockbox Service Provider (optional) while others require response be sent to the BOS; Notification return address, for example, some Notifications may use the return address of the Collection Agency while others will use the mail house address; Notification quality review sample size and whether Notification quality review and approval is required. 						
640	The Contractor shall provide the capability for Notification to have a mailing date match the actual mail date of the USPS on the Notification. For example, if quality review activities and printing take two days, then the issue date would be two (2) days later than the date that the Notification was created.						
641	<p>The Contractor shall provide the capability for Authorized Users to view all versions of each Notification item (including those items that have been modified), including but not limited to:</p> <ul style="list-style-type: none"> date modified; version number; Authorized User who made the modification(s) and samples of the Notification as it looked in all previous versions. 						
642	<p>The Contractor shall provide the capability to select a Notification target audience, for either pre-developed or ad-hoc Notification, using criteria including but not limited to:</p> <ul style="list-style-type: none"> use of a particular Toll Facility (overall or by direction); use of a particular Toll Zone (overall or by direction); use of a particular Toll Facility or Toll Zone during a specified period of time; use of a particular payment method; transactions/trips by time period; transactions/trips by ZIP code; transactions/trips by Vehicle Type; transactions/trips by account type; transactions/trips by Account Plan; transactions/trips by transponder type; recipients of Notice of Toll Evasion Violation issued for selectable Toll Facility use; recipients of Notice of Toll Evasion Violation issued for selectable time periods and recipients of Notice of Toll Evasion Violation issued for a combination of selectable Toll Facility use and selectable time period. 						

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643	The Contractor shall provide the capability to view and Approve Notifications prior to distribution to the customer.						
644	The Contractor shall provide the capability to email, send to the Print/Mail House Service Provider (optional) for printing and mailing or reprint at a local printer any Notification directly from the account, Case or Notification search screens. For example, the customer called about a Case and requests that the CSR resend the letter by email to the customer. The CSR is in the Case and clicks to resend the letter to the provided email address.						
645	The Contractor shall design the Notifications to meet all criteria for receiving the lowest postage rate.						
646	The Contractor shall employ bulk mail rates and other mailing economies, including, the capacity for pre-sorting mail by zip code and USPS Intelligent Mail Barcode to ensure the most cost-effective postage rates are obtained.						
647	The Contractor shall provide all postage meters and establish all post office boxes needed for customer communications.						
648	Outgoing mailed Notification materials shall use the following materials:						
	· all mailed Notifications - 24lb paper;						
	· all mailed Notifications up to 3 pages - #10 window envelope;						
	· all mailed Notifications 4- 9 pages – 6"x 9" envelope;						
	· all mailed Notifications 10 or more pages – 9"x 12";						
· the non- Authority provided flyer - a single 8.5" x 11" piece of paper and							
· all return envelopes - #9 window envelopes.							
649	All Notifications printed in color shall use two colors.						
1.6.1.1. Print/Mail House Service Provider (optional)							
	The use of a third-party Print/Mail House Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.						
650	If the Contractor elects to use a third-party Print/Mail House Service Provider (optional), the selected third-party Print/Mail House Service Provider shall be located in and mailing the Authority's Notifications from the State of California.						
651	The Contractor shall provide the capability to resend any files rejected or not received by the Print/Mail House Service Provider and update the Notifications with new mail and due dates as applicable.						
652	The Contractor shall provide the capability to transmit fully created Notification items for printing and distribution to the Print/Mail House Service Provider, if utilized, for example, in Adobe PDF or XML format.						
653	The Contractor shall provide the capability to transmit Notification items as a data file for printing and distribution to the Print/Mail House Service Provider, if utilized.						
1.6.1.2. Notification Tracking, Distribution and Returned Mail Processing							
654	The Contractor shall provide the capability to track the USPS Intelligent Mail Barcode Notification delivery response for each individual Notification.						
655	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS if reconciliation from the Print/Mail House Service Provider (optional) has not been received in a specified amount of time (Configurable).						
	The Contractor shall provide the capability to assign a status to each individual Notification, including but not limited to:						

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656	<ul style="list-style-type: none"> · qualified; · in quality review; · sent to Print/Mail House Service Provider (optional); · acknowledged by the Print/Mail House Service Provider (optional); · distributed; · undeliverable and · reissued. 						
657	<p>The Contractor shall provide the capability to create a Notification record for each Notification generated, including but not limited to:</p> <ul style="list-style-type: none"> · distribution channel; · date the account qualified to have that Notification generated; · date the Notification was generated; · date the Notification was sent to the Print/Mail House Service Provider (optional); · due date (if applicable); · date the Notification was printed; · date the Notification was mailed; · date the Notification was identified as undeliverable and · date the Notification was reissued, for example, if a Notification is returned with a forwarding address, a new Notification is sent to the new address. 						
658	The Contractor shall provide the capability to check the NCOA database before a Notification is mailed and use the NCOA address if it is the latest based on the address selection hierarchy (Configurable) for the Notification item.						
659	The Contractor shall provide the capability to automatically associate and store a copy of the Notification with the account upon successful mailing of the Notification as verified and provided by the BOS or Print/Mail House Service Provider (optional).						
660	The Contractor shall provide the capability to process returned mail and enter a new address, if notified by the Print/Mail House Service Provider (optional) or the USPS.						
661	The Contractor shall provide the capability to process returned mail and mark the address as undeliverable if notified by the Print/Mail House Service Provider (optional) or the USPS.						
662	The Contractor shall provide the capability to process returned mail in bulk and mark the address as undeliverable if notified by the Print/Mail House Service Provider (optional) or the USPS without having to access each account and individual Notification in BOS. For example, by scanning the Notification barcode into a BOS form for an entire batch of returned mail.						
663	The Contractor shall provide the capability to Flag returned mail as undeliverable and Flag the address as bad.						
664	The Contractor shall provide the capability to prevent Notifications from being escalated and sent to addresses marked as undeliverable or to continue to escalate and generate such Notifications but not print them (Configurable).						
665	The Contractor shall provide the capability for an Authorized User to initiate a manual Skip Tracing process on an individual record.						
666	The Contractor shall provide the capability, when a mailing address is found to be bad, to automatically perform Skip Tracing and add the acquired mailing address or other contact information to the account and identify the source of the address as Skip Tracing.						

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667	The Contractor shall, if a new address was provided, automatically mark the returned Notification as returned and generate a new Notification with new dates as applicable. Escalation dates, if applicable, in the BOS shall be updated based on the new Notification dates.						
668	The Contractor shall provide the capability to manually select Notifications to be re-sent, for example, when a new address has been provided and manually entered.						
669	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable mail situation by using a different distribution channel (Configurable).						
670	The Contractor shall provide periodic checks for bad (bounced) emails and mark them as undeliverable after a number of failed delivery attempts (Configurable).						
671	The Contractor shall provide the capability to send a Notification to a customer regarding an undeliverable email situation by using a different distribution channel (Configurable).						
672	The Contractor shall provide the capability to mark phone (for both calls and text) and fax numbers as bad after a number of failed contact attempts (Configurable).						
673	The Contractor shall provide the capability to send a Notification to a customer regarding a bad phone (for both calls and text)/fax number situation by using a different distribution channel (Configurable).						
1.6.2. Registered Account Statements, Postpaid Invoices and Violation Notices – General							
	Statements – statements are generated for customers with Registered accounts, which customers can choose to receive by mail or email, or they can access statements online or via a mobile device.						
	Postpaid Invoices – if the Authority elects to offer postpaid accounts, those customers will receive an invoice on their Anniversary Day listing each transaction/trip for the billing cycle. If a postpaid account has no new transactions or other financial activity for a billing cycle, the customer will not receive an invoice. Non-payment of the first invoice shall result in the generation of a late invoice with additional fees. Non-payment of the late invoice shall result in the account being flagged as delinquent. The postpaid account shall continue to receive invoices for subsequent transactions/trips and delinquent debt may be placed in Collections. At such time each unpaid transaction/trip identified by the users will be considered a Violation and the customer shall receive a Notice of Toll Evasion Violation with each unpaid transaction.						
	Violation Notices – issued in accordance with the California Vehicle Code (CVC) and Authority Business Rules.						
674	The Contractor shall provide the capability to determine the account Anniversary Day, based on account type, including but not limited to: · account type; · account creation date; · date of first transaction and · date of initial invoice.						
675	The Contractor shall provide the capability to generate the statements on the Anniversary Day even if the account has no transactions/trips and other financial activity for the current statement cycle (Configurable).						
676	The Contractor shall provide the capability to generate the invoices on the Anniversary Day only if there are unpaid transactions/trips or other financial activity on the account that have not appeared on an invoice (Configurable).						

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677	The Contractor shall provide the capability to automatically change the Anniversary Day when a new invoice is issued in place of an old invoice that is canceled. For example, if an invoice is issued on 1/5 and then returned by the USPS on 1/10, then reissued 1/15, reset the Anniversary Day from 1/5 to 1/15 to give the customer enough time to pay the 1/15 invoice before sending the next one.						
678	The Contractor shall provide the capability to generate the appropriate type of correspondence (statement, invoice), based on the account type, and account balance on the Anniversary Day or during the billing cycle.						
679	The Contractor shall provide the capability (Configurable) to set and maintain statement, invoice and Violation Notice generation parameters, including but not limited to:						
	· type of correspondence based on account type, such as a Registered account receives a statement and Unregistered (violation) account a receives Violation Notice;						
	· whether to include multiple Violations on a single notice by number of days since first transaction or number of transactions;						
	· date when statement is generated, such as fixed end of the month for all accounts, any fixed date within a month or Anniversary Day;						
	· type of statement, invoice, such as monthly, quarterly, annual;						
	· delivery channel, such as electronic or mail;						
	· acceptable payment methods;						
	· acceptable payment channels;						
680	The Contractor shall provide the capability to generate each type of statement, invoice and Violation Notice based on, including but not limited to:						
	· rolling Anniversary Day;						
	· fixed day;						
	· number of days from transaction (Configurable);						
	· customer specified day of the month;						
	· dollar amount threshold;						
	· number of transactions/trips;						
	· fixed time period;						
	· Transaction Date;						
	· combination of number of transactions/trips and fixed time period;						
681	The Contractor shall provide the capability for distributing statements, suppressing the delivery of statements and assessing statement fees (if applicable) based on the following, including but not limited to:						
	· account type;						
	· Flag on the account. For example, accounts with USPS Coding Accuracy Support System (CASS™) lookup failure or bad address shall not be mailed a statement;						
	· delivery channel and						
	· delivery status. For example, if a statement fails CASS™ for address lookup, the fee shall not be charged.						

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682	The Contractor shall provide the capability (Configurable) to utilize various addresses on the account for mailing statements, invoices and Violation Notices.						
683	The Contractor shall provide the capability to generate statements, invoices and Violation Notices manually, such as when specifically requested by the customer, in any format available for BOS-generated Notifications. Applicable fee(s) shall be charged for those statements.						
684	The Contractor shall provide the capability to balance the generation of statements, invoices and Violation Notices over a period of time, based on volume.						
685	The Contractor shall provide a numbering methodology for invoices, Violation Notices and accounts for the purposes of proper lifecycle documentation, reporting, adjudication and customer service.						
1.6.3. Customer Statements – Registered Accounts							
	Account statements for Registered accounts are generated monthly/quarterly as selected by the customer and as allowed by the Business Rules on the date Configured in the BOS.						
686	The Contractor shall provide the capability to generate Registered account statements that detail all account activity, including but not limited to:						
	· prior balances on the account;						
	· toll transaction/trip activity on the account (posting date, entry/exit location, date, and time, toll amount);						
	· payments on the account (replenishment and one-time payments);						
	· adjustments and credits;						
	· discounts and rebates;						
	· other financial activity on the account;						
	· addition of transponders and purchase of inventory items;						
	· account status;						
687	Registered account statements shall list individual transactions that Posted to the account, including but not limited to:						
	· Transponder-Based Transactions/Trips that Posted to the account by transponder and						
	· I-Toll Transactions/Trips that Posted to the account by license plate.						
688	The Contractor shall provide the capability to include customer communication inserts along with customer statements based on user selected criteria, for example zip code and account type.						
1.6.4. Customer Invoices – Postpaid Accounts							
	Most Authority customers are required to maintain a prepaid account balance in order to avoid Violations. In the future, the Authority may enter into postpaid agreements with customers which will permit the use of the Authority's Toll Facility without a prepaid balance. Under this circumstance, the BOS shall periodically bill customers for usage in accordance with the following Requirements.						
689	The Contractor shall provide the capability to support account-based invoicing on postpaid accounts, where the monthly invoice reflects the license plate and transponder transactions that Posted to the account during the billing cycle.						
690	The Contractor shall provide the capability to generate a late invoice which include applicable fees if the first invoice is not paid in full by the payment due date.						

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691	The Contractor shall provide the capability to Flag the postpaid account as delinquent and generate an Operational Alert Notification if the late invoice is not paid in full by the payment due date.						
692	The Contractor shall provide Authorized Users the capability to suspend a delinquent postpaid account at which time. all subsequent transactions/trips on the account are considered Violations.						
693	The Contractor shall provide the capability to initiate the delinquency process once the account is suspended on the unpaid transactions/trips which includes generation of Violation Notice and escalation of the delinquent balance on the account to Collections.						
694	The Contractor shall provide the capability to generate postpaid invoices that fully detail all activity, including but not limited to:						
	· prior balance;						
	· current charges;						
	· payments;						
	· adjustments;						
	· detailed listing of all transponder transactions/trips on the account;						
695	The Contractor shall provide the capability (Configurable) to set and maintain invoice generation and transaction aging parameters, including but not limited to:						
	· invoice generation and aging timeline, for example, generate the monthly invoice thirty-days from the Anniversary Day, and amount owed is considered past due and eligible for delinquency process if not paid within five-days of the due date;						
	· account suspension parameters, for example, if account is not suspended by a user within number of days (Configurable) of it being delinquent then BOS shall suspend the account;						
	· number of invoices to issue before account is considered delinquent;						
	· grace period for aging unpaid invoices on an account, for example, a five-day grace period is applied before a late invoice is generated for an unpaid invoice;						
	· eligibility criteria, for example, if customer has at least one (Configurable) un-invoiced toll transaction/trip or other Financial Transaction within the billing cycle then generate a monthly invoice;						
	· aging thresholds and values, for example, if the past due amount on the account is more than \$5.00 and is more than thirty days past due then late fee is assessed;						
	· payment thresholds based on underpayment amount for each status or workflow stage, for example, if invoice is underpaid by less than \$0.25, then the amount owed on the invoice is considered closed and						
696	The Contractor shall provide the capability at each status or workflow stage to perform the following actions, including but not limited to:						
	· identify the transactions/trips that are eligible for invoicing;						
	· add applicable fees;						
	· add applicable advisory language;						
	· generate next invoice for the time frame established and						
· transmit the invoice to the customer.							

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No.	Requirements	Required Inputs					
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
697	The Contractor shall provide the capability to enter a forwarding address obtained from returned mail communicated via Interface from an external vendor or manually input, which will result in the re-issue of the monthly invoice and its associated transactions/trips into the transaction aging process. The re-issued invoice shall have a new issue date and a new due date.						
1.6.5. Violations Notification							
	Violators receive a Notice of Toll Evasion Violation when their Violations are eligible for Notification. A Notice of Toll Evasion Violation referred to as Violation Notice may have multiple Violations on the notice where each unpaid transactions/trip is assessed penalties or may only have one Violation per notice. Each Notice of Toll Evasion Violation will contain transaction(s)/trip(s), as well as a fee amount, a penalty, and other information as required by the California Vehicle Code.						
	Violation Noticing and escalation is divided into the following stages:						
	· Noticing – In this stage violators are notified of their Violation(s) when the unpaid transactions/trips escalate to Violations. The Notice of Toll Evasion Violation will list the Violation(s) that occurred during the Configurable time period with each Violation showing the toll amount, the fee amount and the penalty due. Failure to pay the Notice of Toll Evasion Violation within the timeline will result in the escalation of the Violation(s) and the generation of Notice of Delinquent Toll Evasion Violation. Each Violation may be assessed additional fees/penalties.						
	· Registration Hold – If the Violation(s) on the Notice of Delinquent Toll Evasion Violation remains unpaid past the payment due date, the Violation(s) are eligible for a Registration Hold. Currently Registration Holds are only placed for vehicles registered in California.						
	· Tax Intercept –Unpaid Violations may be sent to the California Franchise Board for collection through the Tax Intercept Program.						
	· Collections – Unpaid Violations may be sent to a third-party Collection Agency. The Contractor may be required to send a pre-collection letter using updated information from the Collections Agency.						
1.6.5.1. Violator Notifications							
698	The Contractor shall, based on the Violation Notice eligibility criteria, per the Business Rules, provide the capability to perform Violation Notice, including but not limited to:						
	· first level Notice or the Notice of Toll Evasion Violation;						
	· escalate to second level Notice or Notice of Delinquent Toll Evasion Violation, and						
	· Registration Hold warning and pre-collections Notice, if eligible.						
699	The Contractor shall provide the capability to process Image-Based Transactions/Trips through the Violation process, per the Business Rules, including but not limited to:						
	· verify that the Configurable time frame for making a payment has passed;						
	· convert the Image-Based Transactions/Trips to a Violation by assessing the applicable fees and penalties;						
	· verify that no Internal Review, Administrative Hearing or Superior Court Appeal has been requested;						
	· verify that there is no account hold (occurs when there is a Case that requires the CSR to investigate the violator account and all Violation workflow events are suspended) on the Violations;						
	· verify that there is no account hold on the Notice;						
	· verify that there is no account hold on the account;						
	· verify that license plate is not on an account that has account balance above the Insufficient Balance Threshold;						

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	<ul style="list-style-type: none"> · verify that the required number of Violations are open; · verify that the Notice is open; · verify that the payment due date has passed; · verify that the Configurable payment mailing/processing grace period has passed; · verify that the Violations are eligible for escalation to a Notice; · verify that the Notice is eligible for the next level of noticing; · escalate the Notice to the next level; · add applicable penalties and · notify the violator of the escalated Notice. 						
700	<p>The Contractor shall provide the capability for a CSR to manage all Notices on the account, including but not limited to:</p> <ul style="list-style-type: none"> · list all open Notices on the account; · view all open Notices on the account; · re-print any Notice; · view all open Notices by escalation level; · view selected Notices; · view all closed Notices; · view all closed Notices by escalation level; · process Notice payments; · process Violation payments; · dismiss an open Notice; · dismiss fees and/or penalty on a Violation but never the toll amount without the approval of an Authorized User with the authority to dismiss tolls; · dismiss Violations within an open Notice; · process Violations for Posting to a customer's transponder or Registered License Plate account; · process Violations for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list and · process other Flagged Violations on the license plate for Posting to an Interoperable/CTOC Agency account if license plate is on the Interoperable/CTOC Agency plate list. 						
701	<p>The Contractor shall provide the capability to establish a "sinner to saint" program where part or full amount of the fee and/or penalty is credited to the account as a toll credit. The "sinner to saint" program is offered to violator that meet certain criteria including but not limited to:</p> <ul style="list-style-type: none"> · first time violator and · less than a Configurable number of Violations. 						
702	<p>The Contractor shall provide the capability to offer violators an "early bird special" a Configurable percent reduction in fee and penalty amounts are made if the violator makes an early payment. The "early bird special" program shall be made available to all Violation payments or the first time the violator gets a Violation Notice (Configurable).</p>						
703	<p>The Contractor shall provide the capability to Configure the BOS to support Notice-based Violation escalation, for example if first level Notice is not resolved within the timeline established, then the first level Notice is escalated to the second level Notice that reflects only the outstanding balance on the first level Notice plus additional penalties per unpaid Violation, even though the account may have additional Violations.</p>						

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704	The Contractor shall provide the capability to dismiss selected individual Violations on a Notice and prevent their escalation, while allowing the remaining Violations/Notice to escalate.						
705	The Contractor shall provide the capability to place a Notice on account hold and enter the account hold reason at any escalation level. When an account hold is placed, the Violation aging process is suspended.						
706	The Contractor shall provide the capability to place selected individual Violations on hold at any escalation level, including Violations that are not on a Notice.						
707	The Contractor shall provide the capability to prevent the aging and escalation of Violations and Notices that are placed on account hold.						
708	The Contractor shall provide the capability to continue processing the Violations and Notices a Configurable number of Calendar Days after an account hold is released.						
709	The Contractor shall provide the capability to restart the Violation aging timeline a Configurable number of Calendar Days after the issuance of the dispute rejected Notification.						
710	The Contractor shall provide the Configurable capability to automatically initiate multiple escalations on a Notice at the same time based on the type of license plate, for example initiate a vehicle Registration Hold and escalate the Notice to Collections if the license plate was issued in a Jurisdiction that permits concurrent Registration Hold and Collections.						
711	The Contractor shall provide the capability to process Violations for the rental car license plate transactions/trips with the same license plate number and within the same renter's rental period, per the Configurable Business Rules.						
712	The Contractor shall provide the capability to identify Unregistered accounts that qualify as "repeat violators" on a Configurable basis based on Business Rules including but not limited to: · number of open Violations on the account; · no ROV information obtained; · outstanding balance on the account and · total number of Violations on the account for a given time period.						
713	The Contractor shall provide the capability to assess additional penalties on Violations/Notices on Unregistered accounts that are Flagged as repeat violator.						
714	The Contractor shall provide the capability to transmit the license plate data of repeat violator to the ETTM System at Configurable intervals to support manual enforcement of repeat violators.						
715	The Contractor shall provide the capability for Authorized Users to force selected Notices from one escalation level to another and by-pass the eligibility criteria.						
716	The Contractor shall provide the capability to configure and maintain Violation Notice parameters for each escalation level, including but not limited to: · the minimum number of Violations over a Configurable period of time to initiate a Violation Notice; · the aging timelines for escalation of Notices, for example the timeline for escalating from a first level Notice to a second level Notice if the Notice is not paid or dismissed; · the penalties assessed on individual Image-Based Transaction/Trip; · the individual Notice level penalties; · maximum penalty that can be assessed on individual Image-Based Transaction/Trip and account; · the Notice underpayment percentage thresholds to prevent escalation; · the Notice underpayment amount thresholds to prevent escalation;						

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	<ul style="list-style-type: none"> the maximum Notice amount to be paid to by-pass an escalation level; the maximum number of Violations on the Notice to halt escalation; the maximum amount due on a Notice to halt escalation; allowable "sinner to saint" offers for violators who establish Registered accounts and allowable "early bird special" offers. 						
717	The Contractor shall provide the capability to automatically advance to the proper Notice processing screen when the Notice barcode is read via the barcode reader.						
718	The Contractor shall provide the capability to escalate or place on hold the Notices Flagged as 'bad address' as defined by the Business Rules.						
719	<p>The Contractor shall provide the Configurable capability to process Notices if a good address is subsequently found for a Notice or account that is Flagged as a 'bad address' based on the escalation level, including but not limited to:</p> <ul style="list-style-type: none"> retain the new address; reissue the Notice to the new address, for example if it is a second level Notice then the second level Notice is reissued to the new address with a new due date and reintroduce the Notice and its associated Violations into the Violation workflow at the appropriate place, per the Business Rules. 						
720	<p>The Contractor shall provide the capability to process Violation against a home account or Interoperable/CTOC Agency per the Business Rules, including but not limited to:</p> <ul style="list-style-type: none"> Post the Violation transactions/trips; Post the transaction/trips at the appropriate toll rate; dismiss part of the fees or the whole fee amount; dismiss part of the penalties or the whole penalty amount; pay the fees and pay the penalties. 						
721	<p>The Contractor shall provide the capability to identify and retrieve Violation related records into a search results grid, including but not limited to:</p> <ul style="list-style-type: none"> Violation ID number; Notice ID number; location of Violation; license plate number; license Plate Type; license plate Jurisdiction; customer name; customer address; transaction/trip date range; user ID; phone numbers; email addresses; Violation escalation status; account Flags (for example Notice on hold); address type; bad address; 						

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	<ul style="list-style-type: none"> Violation disposition reason; Violation disposition statuses (for example paid); payment receipt number; comments and Alerts. 						
722	The Contractor shall provide the capability to drill down from the final open or closed escalated Notice to the related previous Notices.						
723	The Contractor shall provide the capability to drill down from the current Notice that is open to the related Violations and images.						
724	The Contractor shall provide the capability to generate an on-demand Violation Notice and activity statement based on various, Configurable selection criteria that shows the history of Violations, including but not limited to:						
	· all related Notice ID number(s);						
	· all individual Violations;						
	· payments made;						
	· adjustments made;						
	· related disputes and results;						
	· Violation dismissals;						
	· settlements that closed Violations;						
	· history of holds placed on Notice;						
· current status of Notice and							
· current status for each Violation.							
725	The Contractor shall provide the capability to generate an on-demand summary violator account statement based on various, Configurable selection criteria that shows the history of the account, including but not limited to:						
	· number of Notices on the account by escalation;						
	· all related Notice ID number(s) and current status;						
	· all individual Violations and current status;						
	· payments made;						
	· adjustments made;						
	· related disputes and results;						
	· Violation dismissals and reason;						
	· Notice dismissals and reason;						
	· settlements that closed Violations;						
	· history of holds placed on Notices;						
· current status for each Notice and							
· current status for each Violation.							
726	The Contractor shall provide the capability to generate a detailed violator account statement based on various selection criteria that shows the history of the account, including but not limited to:						
	· listing of all Notices on the account and their escalation status;						
	· listing of all disputes on the account that were accepted and rejected;						
	· payments made against the Notices;						
	· listing of all Violations closed due to dismissals;						

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	· listing of all Violations closed due to settlements and · listing of all account holds or Flags on the account.						
727	The Contractor shall provide the capability to attach the generated Statement to the account and make it automatically available through the account history.						
1.6.5.2. Registered Account Violators							
	When a prepaid Registered account's balance reaches an Insufficient Balance Threshold and all replenishment attempts have failed or when a postpaid, Registered account's invoice is past due, future transactions are Violation transactions/trips and Unregistered accounts are established. Registered account holders usually resolve any account issues bringing the account balance back to good standing so an approach that easily resolves Violations in such situations must be provided along with a method to inform customer of outstanding Violations for plates on their account.						
728	The Contractor shall provide the capability to associate the Unregistered account(s) and Violations created for vehicles on a Registered account while maintaining the privacy of all account holders (both Registered and Unregistered).						
729	The Contractor shall provide the capability to inform Registered account holders of outstanding Violation on vehicles registered to their account while maintaining the privacy of all account holders (both Registered and Unregistered).						
1.7. Payment Processing							
1.7.1. Payment Processing – General Requirements							
730	The Contractor shall utilize the Authority's Bank Accounts in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement, in Section 1.14.3.						
731	The Contractor shall comply with the California Civil Code Section 1747.08 related to personal identification laws.						
732	The BOS shall initiate Credit Card payments with the Merchant Service Provider(s) that will process the electronic payments and deposit funds in the Bank Accounts provided by the Authority in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement, in Section 1.14.3.						
733	The Contractor shall comply with PCI and all applicable merchant card association agreements and other applicable regulations for the exchange of Credit Card payments.						
734	The BOS shall accept payments through all commercially-available payment methods, including but not limited to: cash, check, money order, certified check, cashier's check, ACH and Credit Card.						
735	Certain payment methods, such as cash, EMV chip integrated circuit card and mobile contactless NFC shall be accepted only at WICs.						
736	The BOS shall accept payments through its agreements with Lockbox Service Provider (optional) and Collection Agency.						
737	The Contractor shall implement appropriate controls to ensure the security of payment transactions, including controls over cash, checks and customer Credit Card information. These controls shall be PCI and GAAP compliant and meet the requirements for a Statement on Standards for Attestation Engagements (SSAE)-18 Type II Audit.						
738	Credit Card and ACH information shall be tokenized and the information shall be stored by a certified 3rd party processor. The 3rd party processor(s) may also be the Contractor-provided Merchant Service Provider and/or another Contractor-provided certified 3rd Party.						

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739	The Contractor shall process, deposit and record all customer payments the same day received from the customer, using the most efficient and cost-effective methods available in the industry (for example, by utilizing remote deposit/Check 21 as opposed to sending physical checks to the bank).						
740	The BOS shall provide the capability to process all payments accepted and apply them toward, including but not limited to:						
	· prepaid balance,						
	· specific toll transactions,						
	· specific account fees,						
	· purchase of inventory items (ex. transponders),						
	· invoice payments,						
741	The BOS shall handle all payment exceptions including but not limited to:						
	· partial payments,						
	· overpayments,						
	· return payment,						
	· chargebacks,						
	· errors in applying payments,						
742	All successful payments made via Credit Card shall have a viewable, searchable authorization code for the transaction which shall be included on applicable reports.						
743	The Contractor shall provide the capability to process transactions, including but not limited to:						
	· sales;						
	· chargebacks, chargeback reversals and representments;						
	· returned payments (for example, returned checks);						
	· payment plan payments;						
	· adjustments;						
744	The Contractor shall provide for the processing of all payments and account replenishments, including but not limited to:						
	· account prepaid balance;						
	· tolls;						
	· fees;						
	· penalties;						
	· invoices;						
744	· Notices;						
	· non-toll transactions;						
	· transponder sales (full price, warranty sale, no sale, promos and coupons);						
	· Account Plans and						
	· inventory purchases, including transponders.						

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745	The Contractor shall provide real-time, fully automated payment clearing and processing for all electronic payment methods.						
746	The Contractor shall interface with one or more Merchant Service Providers (no more than three) for the purpose of settling Credit Card transactions.						
747	The Contractor shall send replenishment requests to, and capture the results returned from, the Merchant Service Provider and update accounts accordingly.						
748	The Contractor shall provide the capability to process a payment for multiple, unrelated charges (bulk payments) and accommodate the reversal of such payment. For example, pay an invoice or Violation Notice (for one or multiple Violations) in one account and fund another account's prepaid balance or Post batch payments from rental processors for individual transactions/Violation Notices.						
749	The Contractor shall provide a proven and reliable method of communicating with the Merchant Service Provider(s).						
750	The Contractor shall provide the capability to identify and process overpayments, including but not limited to:						
	· re-assign to an alternate account;						
	· apply to unpaid transactions/trips;						
	· refund overpaid amounts and · apply overpaid amounts to account balance.						
751	The Contractor shall provide the capability to notify the customer about all partial and overpayments.						
752	The Contractor shall provide tracking of payment transactions by, including but not limited to:						
	· Transaction Date;						
	· Posting Date and · payment channel.						
753	The Contractor shall provide the capability to apply multiple payment methods for a single payment. For example, for a \$30.00 amount due, allow payment of \$20.00 from a Credit Card associated with the account and \$10.00 cash.						
754	The reversal of any payment shall result in the items paid being marked as unpaid, having the same effect as if those items had never been paid (for example, when a Violation payment is returned, escalation resumes at the point where it left off as opposed to restarting from the beginning of the escalation process).						
755	The Contractor shall provide the capability to use the available account balance as payment for all inventory items (for example, transponders) and show the detailed changes in account balance in the user Interface, to customers on the Self-Service Website and on customer statements.						
756	The Contractor shall engineer the payment process to prevent double-payments, for example, prevent an Authorized User or customer from making two identical payments by clicking the payment button twice.						
757	The Contractor shall engineer the payment process to prevent an Authorized User or customer from making payments in excess of a certain amount (Configurable).						
758	The Contractor shall display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to the Authorized User or customer being allowed to submit a payment.						
759	The Contractor shall provide audit trail and exception reporting that helps reconcile discrepancies between the BOS and the Merchant Service Provider.						

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760	The Contractor shall provide summary and detail data by payment type on the processing status of all transactions, including a description of all failures.						
761	The Contractor shall provide Authorized Users the detailed reasons for Credit Card declines, including but not limited to:						
	· invalid card number;						
	· name mismatch;						
	· card Security Code mismatch;						
	· contact Credit Card company and address mismatch.						
762	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that Interface with the Bank.						
763	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that interface with the Merchant Service Provider or with the communications to the Merchant Service Provider.						
764	The Contractor shall provide the capability to notify customers of failures in the processes that interface with the Merchant Service Provider (for example, when there is a loss of communication between the BOS and the Merchant Service Provider).						
765	The Contractor shall provide the capability to notify customers about various auto-replenishment activities. For example, replenishment was successful with secondary payment method, or replenishment failed.						
766	The Contractor shall provide detailed tracking and reconciliation of payments.						
767	The Contractor shall provide the capability to accept payments to a Registered account resulting in the payment of all unpaid Violation Notices and Violations on the linked Unregistered accounts plus fees and/or penalty based upon escalation stage (Configurable).						
768	The Contractor shall provide the capability to set a payment hierarchy for Registered accounts (Configurable) that determines the order in which payments are applied, including but not limited to:						
	· in FIFO order;						
	· by Transaction Date;						
	· by Posting Date;						
	· by payment item type (for example, tolls then fees) and by combination of date and transaction/trip type.						
769	The Contractor shall provide the capability to set a payment hierarchy Configurable for Unregistered accounts that determines the order in which payments are applied, including but not limited to:						
	· in FIFO order;						
	· by Transaction Date;						
	· by Posting Date;						
	· by payment item type (for example, Violation Notices, penalties then fees) and by combination of date and transaction/trip type.						
770	The Contractor shall provide the capability to accept payments for specific items as requested by the customer (and allowed under the Business Rules).						
771	The Contractor shall produce receipts for all payments in both real-time (on demand) and automatic (for auto replenishment).						
772	The Contractor shall transmit receipts to customers on customer request via any Notification channel.						

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773	The Contractor shall allow for reprinting of receipts for all payments in a PCI-compliant format. Reprinted receipts shall be exact copies of the original receipt and shall include the duplicative nature of the document and include the date of the reprint (for example, the reprinted receipt shall be marked "COPY" and indicate the date of the copy with the original receipt date also reflected on the document).						
774	The Contractor shall provide the capability to trace each payment to the transactions paid and each transaction paid or prepayment to a payment, including but not limited to:						
	· invoices;						
	· Violation Notices;						
	· tolls;						
	· prepaid tolls;						
775	· fees and						
	· penalties.						
775	The Contractor shall provide the capability to accept payments for transactions/trips associated with a license plate that has not yet been associated with an account.						
776	All receipts shall contain a payment reference number that is traceable through the entire payment clearing process. For example, a Credit Card payment's reference number as printed on the receipt will also appear on the customer's Credit Card statement and is a searchable field in the database, enabling a CSR to identify a payment applied to an account from only the details available on a customer's Credit Card statement.						
777	The Contractor shall provide the capability to convert an Unregistered account to a Registered account, taking one payment for the outstanding Violation amounts and the amount required to open a Registered account.						
778	The Contractor shall provide the capability to search for a payment by date, payment source, Credit Card # or Bank Account information.						
779	The Contractor shall provide the capability for Authorized Users to conduct research on un-allocated funds, including viewing images of original payment items (checks), correspondence, and data entered into the BOS at the time the check was Posted.						
780	The Contractor shall provide the capability for Authorized Users to Post payments from un-allocated funds to accounts while preserving the payment's audit trail (for example, once applied to the account, Authorized Users shall have the ability to determine when the payment was Posted to un-applied, any activity that occurred while it was in that status, and when it was Posted from un-applied to the account).						
781	The Contractor shall provide the capability to age un-applied payments, to report on such payments and to generate Alerts when un-applied payments have exceeded a specified age (Configurable).						
1.7.2. Payment Methods and Handling							
782	The Contractor shall provide the capability to accept payments, including but not limited to:						
	· in-person at WICS;						
	· over the phone with a CSR;						
	· over the phone via the IVR;						
	· automatic payments;						
	· via the Self-Service Website;						
	· via the Self-Service Mobile Application (Phase II and optional);						
· via mail and							

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	· via the Lockbox Service Provider (optional).						
783	The Contractor shall provide the capability to calculate the required payment during account creation based on, but not limited to: · the prepayment Requirements; · cost of inventory items (for example, transponders) and · any Account Plan fees.						
784	The Contractor shall provide the capability to store Credit Card information for one-time payments (for example, permit customers to enter Credit Card information once and then use that stored Credit Card to make one-time payments on their account without being required to rekey the Credit Card information).						
785	The Contractor shall provide the capability to accept payments, including but not limited to: · one-time payments; · recurring fixed amount payments; · recurring varying amount payments; · a combination of fixed and varying amounts (payment plan monthly payment plus recurring auto replenishment); · recurring maximum replenishment amount per payment method on the account (for example, if the replenishment amount is \$10,000 but maximum replenishment allowed for that Credit Card is \$1,000 there should be 10 \$1,000 replenishments); · recurring payments on a fixed day of the month; · recurring payments every "x" number of days (for example, every 28 days); · recurring payments for Postpaid accounts as, fixed number of days after the invoice is issued (Configurable) and · recurring payments triggered by account balance.						
786	The Contractor shall provide the capability to accept and Post in the BOS payments and adjustments transmitted from the Collection Agency.						
787	The Contractor shall provide the capability to process payments directly in the BOS for all accounts in any status with any balance.						
788	The Contractor shall provide the capability to accept the following types of payments made in-person or by mail at all Approved locations, including but not limited to: · cash (at in-person locations only); · check; · cashier's check; · certified check; · money order; · e-check (not available by mail); · Credit Card; · ACH; · EMV chip integrated circuit card (at in-person locations only) and · mobile contactless NFC (at in-person locations only).						
789	The Contractor shall provide the capability to accept Credit Card payments made via the IVR, via the Self-Service Website and via the Self-Service Mobile Application (Phase II and optional).						
	The Contractor shall provide the capability to accept all major Credit Cards, including:						

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790	<ul style="list-style-type: none"> · Visa; · MasterCard; · American Express and · Discover Card. 						
791	The Contractor shall provide the capability for accepting Credit Card, EMV and mobile contactless NFC payments via POS devices for payments made in-person.						
792	The Contractor shall provide the capability for accepting Credit Card payments by manually entering Credit Card information for payments made in-person.						
793	The Contractor shall provide the capability to Post payment transaction(s) to the account when payment related actions occur, including but not limited to: <ul style="list-style-type: none"> · successful payment processing, and · unsuccessful payment processing, for example recording a failed attempt. 						
794	The Contractor shall provide the capability to refund checks that have been Posted to the BOS but cannot be matched successfully to an account.						
795	The Contractor shall provide the capability to Flag that an account has had returned checks.						
796	The Contractor shall provide the capability to Flag that an account has had declined Credit Card charges.						
797	The Contractor shall provide the capability for an Authorized User to correct or reverse payments applied in error, including but not limited to payments applied to multiple transactions or accounts, via Cases.						
798	The Contractor shall provide the capability to require approvals for payment corrections via Cases.						
799	The Contractor shall provide the capability to prevent corrections to or reversals of payments that have already been refunded, for example, payments that have been reversed entirely cannot be reversed again or refunded.						
800	The Contractor shall ensure all adjustments to payments are shown on the account and are reconciled.						
801	The Contractor shall provide the capability to process multiple chargebacks on a payment if the previous chargebacks are reversed or represented.						
802	The Contractor shall provide detailed tracking of payments by payment categories, for example, payments, declines, reversals, returned payments, chargebacks, chargebacks reversals, chargeback representations, refunds, voided refunds and replenishment.						
803	The Contractor shall provide detailed tracking of payments by payment methods, for example, cash; check; Credit Card; ACH and mobile contactless NFC.						
804	The Contractor shall provide detailed tracking of payments by payment type, for example, Visa; MasterCard; American Express and Discover Card.						
805	The Contractor shall provide detailed tracking of payments by payment items, for example, invoices; Violation Notices; fees; penalties; tolls and prepaid tolls.						
806	The Contractor shall provide detailed tracking of payments by payment locations, for example, Self-Service Website, Self-Service Mobile Application (Phase II and optional), Lockbox Service Provider (optional) and Collection Agency.						
1.7.3.	Merchant Service Provider (MSP)						
	The MSPs shall process all Credit Card, Debit Card and ACH Services described in these Requirements.						

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807	The Contractor shall contract with two (2) separate MSPs for processing of BOS payments. The Contractor shall work with the Authority in determining the volumes and types of processing assigned to each MSP, which may result in shared processing or all processing being assigned to one (1) of the MSPs.						
808	The Contractor and MSPs shall provide Credit Card and Debit authorization for the BOS (card not present / internet and card present for the Walk-in Center) utilizing one or more merchant identification numbers.						
809	The Contractor and MSPs shall provide ACH clearing for the BOS.						
810	The Contractor and MSPs shall provide complete, flexible and timely online reporting services, including detailed transactions on chargebacks, card transactions, deposit totals and batch totals and summary information per merchant and for the Authority overall.						
811	The Contractor and MSPs shall provide all reporting online.						
812	The Contractor and MSPs shall provide a monthly analysis statement showing detailed charges for all account services for each merchant ID, including a combined statement analysis.						
813	The Authority shall be assigned dedicated MSP account representatives that can be contacted through a toll-free number and email.						
814	The MSPs shall provide customer support during business hours Monday through Friday 7:00 a.m. until 6:00 p.m. PST.						
815	The MSPs shall provide seven (7) days per week technical support utilizing a customer service phone number.						
816	The Contractor and MSPs shall cooperate with the Authority on assignment of accounts. The Authority will assign all bank accounts for the Authority's settlements and merchant activity. No merchant numbers or identifications shall be assigned to the Authority without written notice from the MSPs and Approved by the Authority.						
817	The Contractor and MSPs shall provide payment, settlement, and refunding services.						
818	The Contractor and MSPs shall provide daily settlement of merchant accounts.						
819	The Contractor and MSPs shall make next day deposits after settlement into the OCTA bank accounts.						
820	The Contractor and MSPs shall provide immediate online access to outstanding retrieval requests and chargebacks.						
821	The Contractor and MSPs shall provide a fully electronic online chargeback system that will accept electronic signatures and support files to satisfy outstanding retrieval requests and chargebacks.						
822	The Contractor and MSPs shall provide the ability to generate ad hoc reports with extracted information based on user-defined parameters.						
1.7.4.	Payment Processing and Lockbox (optional)						
	The use of a Lockbox Service Provider is at the discretion of the Contractor and shall be at no additional cost to the Authority. If provided, the following Requirements apply.						
823	The Contractor shall process, Post to the appropriate accounts, and reconcile payments transmitted by the Lockbox Service Provider if the Contractor elects to utilize a Lockbox Service Provider.						
824	The Contractor shall create an audit trail and an Operational Alert Notification via the PMMS regarding failures in the processes that Interface with the Lockbox Service Provider.						
825	The Contractor shall provide the capability to associate images of checks and stubs received at the Lockbox Service Provider to the proper account.						

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826	The Contractor shall provide the capability to receive and process Lockbox Exceptions and ensure payments are appropriately accounted for, including but not limited to: · correspondence items and customer comments associated with payments; · payments the Lockbox Service Provider is unable to associate to an account and · payments that the BOS is unable to Post to an account.						
827	The Contractor shall provide the capability for Authorized Users to research and determine the disposition of Lockbox Exceptions, including but not limited to: · Posting payment to the account; · refund payment to customer or · hold as un-allocated funds.						
828	The Contractor shall provide the capability to automatically create Cases for Lockbox Exceptions. For example, if a check was received without a payment coupon, it cannot be associated with an account and research must occur.						
829	The Contractor shall provide the capability to identify criteria which trigger specific Lockbox Exceptions (Configurable) which are flagged for further review, including but not limited to: · discrepancy above a threshold between amount on check and amount due; · payment made to accounts in particular statuses; · check dollar amount and · multiple payments for the same amount on the same account in the same batch or processing day.						
830	The Contractor shall provide the capability to electronically receive and process correspondence received at the Lockbox Service Provider, for example changes of address.						
831	The Contractor shall provide the capability for Authorized Users to view un-allocated funds (funds which have been Posted to the BOS but which have not been Posted to an account).						
832	The Lockbox Service Provider processing services shall take place within the State of California.						
1.7.5. Credit Card Processing							
	The most common payment method in the BOS is Credit Card. The BOS shall have a simple and intuitive Interface with the Merchant Service Provider. The most efficient and cost-effective means of accepting Credit Card payments shall be employed in the BOS by the Contractor.						
	The Contractor's solution shall provide Credit Card payment tokenization and hosted third party Credit Card storage (or equivalent solution). This method is designed to eliminate the need to store Credit Card numbers within the BOS database therefore reducing risks and efforts for PCI Compliance.						
833	The Contractor shall contract with an Authority approved Merchant Service Provider.						
834	The Contractor shall use a Payment Gateway or a Direct Connection between the BOS and the Merchant Service Provider.						
835	The Contractor shall process all Credit Card payment transactions via the Merchant Service Provider.						
836	The Contractor shall provide for Payment Tokenization and Hosted Third Party Credit Card storage (or equivalent solution) such that the Credit Card information is not stored in the BOS.						
837	The Contractor shall provide an automated credit card update service (including both expiration dates and newly issued cards).						
838	The Contractor shall provide the capability to issue refunds to Credit Cards.						
839	The Contractor shall provide the capability to track data related to Credit Card inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Credit Card charges are received.						

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840	The Contractor shall provide the capability for Credit Card chargebacks and permit investigation of the details as Cases.						
841	The Contractor shall provide the capability for Authorized Users to reverse Credit Card chargebacks and to allow for a number of chargeback representations (Configurable)						
842	The Contractor shall provide the capability to credit accounts immediately upon a successful Credit Card payment authorization.						
843	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for a transaction is not received within a Configurable amount of time.						
844	The Contractor shall provide an Operational Alert Notification to the PMMS if a Merchant Service Provider response for an account contains codes that indicate the need for the Authority to contact the Credit Card company, for example a "referral code".						
845	The Contractor shall provide the capability to update accounts with the results from the Merchant Service Provider, for example a Credit Card transaction failed to authorize or settle due to a mismatched address error.						
846	The Contractor shall provide the capability to identify potential fraudulent Credit Card transactions and send an Operational Alert Notification to the PMMS, for example, when there are multiple failed authorizations for a single card.						
847	The Contractor shall provide, for validation purposes, fields to capture and store within the BOS Credit Card information, including but not limited to:						
	· token;						
	· Credit Card expiration date;						
	· name on the card;						
	· ZIP code and · billing address associated with the card.						
848	The Contractor shall provide the capability to submit disputes to chargebacks.						
849	The Contractor shall provide the capability to receive updates to individual customer Credit Card expiration dates from the MSPs.						
1.7.6. ACH Processing							
	The cost of processing ACH transactions is generally lower than the cost of processing a Credit Card transaction, which is one of the primary reasons for including Requirements for this payment method. Many commercial customers also prefer ACH to Credit Card replenishment. ACH carries its own set of risks and challenges, which the Contractor will need to address. For example, the Contractor will need to address the timing of crediting an account after an ACH transaction is initiated and how ACH rejections will be processed.						
	Like the Credit Card process, the Contractor's solution shall provide Credit Card payment tokenization and hosted third-party routing and account number storage (or equivalent solution).						
850	The BOS and CSC Operations shall remain current with industry standards and advancements in technology and security related to Credit Card and ACH payments.						
851	The Contractor shall provide an Interface to the Merchant Service Provider or bank for ACH payment.						
852	The Contractor shall provide for ACH tokenization and hosted third-party ACH storage (or equivalent solution) such that ACH information is not stored in the BOS.						
853	Process all ACH payment transactions via the third-party hosted services.						

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854	Provide capability to process both ACH debits and ACH credits with the Merchant Service Provider or bank.						
855	Provide a selection for "Checking" and "Savings" account designation when ACH is selected for replenishment and ensure transmission to the bank carries such information.						
856	Provide the capability to verify the customer Bank Account information and availability of funds with the Merchant Service Provider prior to initiating an ACH debit.						
857	Credit customer's account immediately upon initiating an ACH debit.						
858	Provide the capability to reverse an ACH payment if declined by the bank.						
859	Provide an Alert to the PMMS if an ACH response for a transaction is not received from the bank within a Configurable amount of time.						
860	Provide sufficient protections (and Alert to the PMMS) to prevent multiple (duplicate) ACH payments for the same Bank Account number within a Configurable period.						
1.7.7.	Check/Money Order Processing						
	Checks received from customers shall be processed in the most efficient and cost-effective manner available in the payment processing industry.						
861	The Contractor shall provide the capability to accept checks (personal, cashier's or certified) as a form of payment.						
862	The Contractor shall provide the capability to accept money orders as a form of payment.						
863	The Contractor shall use Check 21 to electronically deposit checks and convert checks into ACH transactions.						
864	The Contractor shall Post to customer accounts and deposit into the Authority's bank account within one (1) Business Day of receipt.						
865	The Contractor shall provide scanning capability at the initial check or money order receiving and processing point. The resulting image shall be stored in the BOS, be available to Authorized Users and electronically transmitted to the bank for deposit.						
866	The Contractor shall provide the capability to mask Bank Account information, including the MICR line, for stored check images.						
867	The Contractor shall provide check scanning tools such that the resulting image can be optimized via image enhancing tools, including options for saving original and enhanced images.						
868	The Contractor shall provide the capability, when accepting check or money order payments, to automatically populate the check or money order number field via check scanner.						
869	The Contractor shall provide the capability to credit accounts immediately upon check or money order payment.						
870	The Contractor shall provide the capability to associate checks and stubs received at the BOS to the proper account.						
871	The Contractor shall provide the ability to receive batch payments from rental agencies to be applied to individual transactions.						
872	The Contractor shall provide the capability to batch process checks by scanning a payment coupon and check, automatically Post payments to customer accounts, automatically associate images with customer accounts and provide exception processing.						
873	The Contractor shall provide the capability to reverse all forms of check or money order payment if declined or returned by the bank, including the assessment of applicable fees.						

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874	The Contractor shall provide all armored services required for the physical transfer of cash or payment instruments.						
875	The Contractor shall provide live check verification at the WIC.						
876	The Contractor shall provide all reconciliations of funds received to BOS Posting and the Authority's bank account.						
1.7.8.	Cash Processing						
877	The Contractor shall provide the capability to accept cash as a form of payment.						
878	The Contractor shall provide a cash change fund and cash change fund management functionality, including but not limited to: · beginning balance; · ending balance and · reconciliation.						
879	The Contractor shall provide the capability to credit the account immediately upon receipt of cash payment.						
880	The Contractor shall provide the capability to process cash payment reversals.						
881	The Contractor shall provide the capability to set threshold amounts and role-based limits for cash payment reversals (Configurable.)						
882	The Contractor shall provide the capability to require approval for cash payment reversals using Cases.						
1.7.9.	Online Wallet Payment Processing						
	The BOS shall accept payments made via Online Wallet on all its online customer portals (Self-Service Website and Self-Service Mobile Application (Phase II and optional)). The specific Online Wallet services (up to five) will be defined during the Implementation Phase.						
883	The Contractor shall provide the capability to accept payments by Online Wallet. The Authority will elect to implement up to five of the most prominent Online Wallet payments available in the market at the time of the Implementation Phase.						
884	Online Wallet payments shall generally mirror the Credit Card functionality in terms of payments, return payments, refunds, reversals and chargeback capabilities.						
885	The Contractor shall provide detailed tracking of payments made by Online Wallet.						
886	The Contractor shall provide the capability to issue refunds to an Online Wallet. If the Online Wallet provider does not support automatic refunds (many Online Wallet providers require a manual process for refunds), or the underlying Credit Card associated with Online Wallet has been closed or expired, the BOS shall be capable of allowing Authorized Users to reverse the payment in the BOS and issue refunds by check.						
887	The Contractor shall provide the capability to track data related to Online Wallet inquiries, for example, capture date of inquiry, disposition date and disposition results when inquiries about Online Wallet charges are received.						
888	The Contractor shall provide the capability to credit accounts immediately upon a successful Online Wallet payment authorization.						
889	The Contractor shall provide an Operational Alert Notification to the PMMS if a response from an Online Wallet provider for an account is not received within a specified amount of time (Configurable).						
1.7.10.	BOS Bank Interface Requirements						
	The Contractor shall manage the Bank Accounts and the Interface from the BOS to the Authority's bank.						
890	The Contractor shall provide the Interface for Check 21.						

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891	The Contractor shall provide the capability to upload checks issued to customers (refunds/disbursements) to the bank for the purpose of Positive Pay. The file shall include, but not be limited to: · BOS Bank Account number; · check number; · check date; · check amount and · payee name (may be truncated based on bank's requirements).						
892	The Contractor shall provide automated reconciliation with the Authority's Bank.						
1.7.11. Refunds and Disbursements							
	The Contractor will process and issue all refunds and disbursements to customers per the Business Rules and as determined by the Authority.						
893	The Contractor shall provide the capability to process refunds and disbursements for account closures, sales of transponder(s), overpayments, Violation disputes and other payments.						
894	The Contractor shall provide processes for refunds based on the original transaction and ensure such refunds are shown on the account history and are reconciled.						
895	The Contractor shall have the capability to restrict the method of refund to the original method of payment.						
896	The Contractor shall provide an automated approval process for Authority approval for all refunds over a Configurable amount						
897	The Contractor shall provide the capability to configure parameters related to refunds, including but not limited to: · type of payments that are not eligible for refund; · the criteria for refunds by payment methods (Credit Card, ACH, check, cash, money order etc.); · the hold period for Credit Card refunds and check refunds; · maximum (role-based) allowable refund payment by Payment Type. For example, a refund of more than \$250 might require manager approval; · minimum (role-based) allowable refund payment by Payment Type. For example, the Authority may elect not to issue a check refund for less than \$1.00 unless requested by the customer and · manual review of eligible refunds before processing the refunds.						
898	The Contractor shall provide the capability to determine eligibility and issue refunds automatically to customers based on various activities on the account, including but not limited to: · closure of an account; · unapplied checks/money order and · overpayment of an invoice or Violation Notice where no outstanding invoices, Violation Notices or unbilled tolls exist.						
899	The Contractor shall provide the capability to review and process all eligible refunds and initiate the refund process.						
900	The Contractor shall provide the capability to route a refund approval through Cases, to require multiple approvals of refunds and to accommodate the refund approval process.						
901	The Contractor shall provide the capability to issue refunds using the same method that the payment was received. For example, a check payment will be refunded by check and Credit Card to the same Credit Card.						

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902	The Contractor shall provide the capability to issue refunds by check after approval by an Authorized User when the Credit Card which was used for the original payment method has been deactivated or based on a customer request.						
903	The Contractor shall provide the capability for the automated processing of refunds (for example, for a successful account closure) and automatically create a Case for an Authorized User to issue the refund.						
904	The Contractor shall provide the capability to store all details regarding check refunds issued which shall be viewable by Authorized Users on the account, including but not limited to:						
	· check number;						
	· check amount;						
	· date check was issued;						
	· check payee details;						
	· the date the check cleared the bank;						
	· notes;						
904	· the reference number and						
	· reason for issuing the check.						
905	The Contractor shall provide the capability to void a refund or disbursement check, which shall restore the payable balance.						
906	The Contractor shall provide the capability to void and reissue a refund or disbursement check.						
907	The Contractor shall provide the capability for Authorized Users to manually override the refund payee information, for example, when a refund is due to a deceased customer's estate.						
908	The Contractor shall provide the capability for Authorized Users to initiate refunds from unapplied payments (for example when a payment that was made to the BOS in error is deposited but is not applied to an account and needs to be refunded).						
909	The Contractor shall provide the capability to record refund checks issued by the Authority in the BOS. For example, certain refund checks may be issued from the Authority's financial accounting systems; these checks shall then be recorded in the BOS against the customer's account and reported in financial reports as a check issued by the Authority.						
1.7.12.	Bankruptcy						
	Generally, the bankruptcy process begins with an official notice of bankruptcy being issued by a court. This notice generally requires creditors to "stay" any escalation while the bankruptcy is processed through the courts. When the bankruptcy is finalized, the court sends an official notification which will indicate any reductions in amount due.						
910	The Contractor shall provide the capability to manage accounts for customers who have filed for bankruptcy.						
911	The Contractor shall provide the capability to record the effective date of a bankruptcy and bankruptcy type, which automatically flags the account for bankruptcy, holds all activity on outstanding debt which occurred prior to the filing date and issues a letter to the debtor or attorney on file.						
912	The Contractor shall provide the capability to enter the 'as of' (stay) date of bankruptcy and apply Business Rules to transactions occurring after that date (new tolls incurred after the bankruptcy date are billable).						
913	The Contractor shall provide the capability to record when a bankruptcy has been granted which will write off all outstanding penalties and generate a letter to the customer requesting payment of the tolls.						

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914	The Contractor shall provide the capability to cease escalation of any transactions that occurred on or before the "stay" date (typically the bankruptcy filing date).						
915	The Contractor shall provide the capability to continue processing transactions subsequent to the date and time of bankruptcy notification.						
916	The Contractor shall provide the ability to record a dismissed bankruptcy and restart the escalation and collection process.						
917	The Contractor shall provide the ability to record and store all bankruptcy filings required by the courts.						
1.7.13.	Shift Management						
	The Contractor shall reconcile the financial and asset activity of every person that works in the BOS at the end of each shift.						
918	The Contractor shall provide the capability for the BOS to automatically open a shift for an Authorized User at the time of first applicable transaction based upon user role.						
919	The Contractor shall provide the capability to prompt for beginning balance or Authorized User bank (including option to list denominations).						
920	The Contractor shall provide the capability to populate opening shift balance and assign a unique Authorized User ID, including location, for all transactions processed during the shift.						
921	The Contractor shall provide the capability to automatically prompt to close a shift at logout time if an open shift exists.						
922	The Contractor shall provide the capability to display and reconcile all transactions and activity in a shift.						
923	The Contractor shall provide the capability to separate transactions that affect the Authorized User's deposit, for example, cash, check, ACH, Credit Card or other payment, from transactions that affect the BOS balances, for example, waiving a fee for a customer.						
924	The Contractor shall provide the capability for reconciliation of transponders and other inventory items issued and payments.						
925	The Contractor shall provide the capability to create an Alert to the supervisor when a CSR's bank goes above a threshold (Configurable). For example, if CSR's bank goes above \$200 the supervisor may want the CSR to do a "bank drop."						
926	The Contractor shall provide feedback to Authorized User if the shift does not balance.						
927	The Contractor shall provide the capability for an Authorized User to attempt to balance the shift a number of times (Configurable).						
928	The Contractor shall provide the capability to escalate the shift to an Authorized User for research and closing after a number of unsuccessful attempts (Configurable) has been reached.						
929	The Contractor shall provide settings to either display or not display the shift variance dollar amount to the Authorized User during shift closing (Configurable).						
930	The Contractor shall provide settings to either display or not display the shift inventory (transponders and other inventory items) variance amount to the Authorized User during shift closing (Configurable).						
931	The Contractor shall provide the capability to configure all relevant parameters related to closing a shift, with a default value that can be overridden based on unique user ID, including but not limited to: <ul style="list-style-type: none"> · the number of times the Authorized User can attempt to balance the shift; · the amount of allowed variance by dollars and · the amount of allowed variance by percentage. 						
932	The Contractor shall provide the capability to close a shift once it is balanced.						

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933	The Contractor shall provide the capability to record shift balancing discrepancies, for example overages and shortages.						
934	The Contractor shall provide the capability to force close an unbalanced shift based upon user roles; the BOS shall record unbalanced variances in a separate Financial Account which shall be included on financial reports.						
935	The Contractor shall provide the capability to escalate shifts that remain open at the end of the Business Day to the Authorized User based upon user roles.						
936	The Contractor shall provide Authorized Users with an accounting of all shift activity with detailed and summarized financial information.						
937	The Contractor shall provide Authorized Users with a status of all open shifts.						
1.8.	Case Management						
	The BOS shall provide the capability to create, assign and manage requests made by customers or Authorized Users. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry. Once a Case has been opened it is assigned to the appropriate staff, and its progress is tracked and reported through completion by the BOS. The initial set of Case types will be defined during the Implementation Phase. Certain Case types will escalate automatically.						
1.8.1.	Case Creation						
938	The Contractor shall provide the capability to initiate a Case any time a request cannot immediately be completed.						
939	The Contractor shall provide the capability to create, manage and support certain activities as Cases. Types of Cases shall include but not be limited to:						
	· initiating, tracking and resolving Registered account disputes;						
	· initiating, tracking and resolving Violation disputes (image(s) must be associated with the Case);						
	· initiating, tracking and resolving I-Toll disputes (image(s) must be associated with the Case);						
	· initiating, tracking and resolving toll rate disputes;						
	· initiating, tracking and resolving requests for Administrative Hearings;						
	· initiating, tracking and resolving requests for Investigative Reviews;						
	· initiating, tracking and resolving Civil Judgments;						
	· initiating and tracking payment plans;						
	· initiating, tracking and resolving customer and non-customer issues and requests via phone and in person, that cannot be resolved immediately;						
	· initiating, tracking and resolving customer issues and requests received through all communication channels;						
	· initiating, tracking and resolving research Cases created by the Collection Agency;						
	· initiating, tracking and researching undeliverable email/mail;						
· initiating, tracking and researching undeliverable addresses that have not been found using Skip Tracing Service Provider;							
· initiating, tracking and resolving subpoena requests for customer transactions, images, and Maintenance records from law enforcement;							
· initiating, tracking and resolving issues and requests from the Authority and							
· initiating, tracking and managing transponder Return Materials Authorization (RMA) shipments.							

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
940	The Contractor shall provide the capability to track the Case attributes by one or more attributes, including but not limited to:						
	· communication channel;						
	· Case type;						
	· date and time of Case creation;						
	· response due date;						
	· identity of Authorized User (or BOS, if BOS-generated) initiating the Case;						
	· Case number;						
	· customer name;						
	· customer contact information;						
	· account number, if applicable;						
	· license plate and Jurisdiction, if applicable;						
	· Notification number, if applicable;						
	· priority;						
	· notes;						
	· Case status;						
	· outcome of Case when completed;						
	· if Case is Toll Facility-specific;						
· follow-up activities that took place;							
· identity of Authorized User(s) who performed the follow-up activities;							
· description (free-form) of follow-up action and							
· customer satisfaction feedback.							
941	The Contractor shall provide the capability for the customer to upload supporting documentation to a new or existing Case via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).						
942	The Contractor shall provide the capability to create Cases manually by Authorized Users.						
943	The Contractor shall provide the capability to create Cases automatically via the BOS.						
944	The Contractor shall provide the capability to create Cases because of a customer request, for example a customer requests a transponder or disputes a Violation Notice via the Self-Service Website or Self-Service Mobile Application (Phase II and optional).						
945	The Contractor shall provide the capability to initiate a Case from within an account.						
946	The Contractor shall provide the capability for Authorized Users to associate a Case with an account after the Case has been created.						
947	The Contractor shall provide Case templates for each type of Case.						
948	The Contractor shall provide the capability for Authorized Users to create new types of Cases and associated workflows (Configurable).						
949	The Contractor shall provide the capability to set attributes by Case type related to Case management, including but not limited to:						
	· required fields;						
	· assignment rules;						
	· Case flow logic;						
	· Case queue display order, for example, by date opened or priority;						
	· drop-down lists;						

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	<ul style="list-style-type: none"> all relevant parameters related to Case escalation (Configurable), for example, number of dormant days before escalation and number of days from Case creation to escalation; due date and Case templates (create and modify). 						
950	The Contractor shall provide the capability to access a Case through Case management or through the associated account or Violation Notice.						
951	The Contractor shall provide the capability to automatically document action(s) taken to resolve a Case in the Case.						
952	The Contractor shall provide the capability to associate all related customer communication with a single Case (in addition to associating it with the appropriate account), including but not limited to:						
	· call records;						
	· recorded calls;						
	· emails;						
	· faxes;						
	· Microsoft Office documents, images, and PDF files;						
	· chat;						
	· text messages and						
	· scanned items.						
953	The Contractor shall provide the capability, when creating Cases, to automatically insert information from the Case source into the Case creation screen to expedite Case creation, for example, importing the name, address and contact information from the account, Violation Notice, invoice or Notification with which the Case is associated.						
954	The Contractor shall create a case for all incoming correspondence by scanning the correspondence. The Case management system should recognize barcodes, correspondence attributes, key words and categorize and assign cases automatically.						
955	The Contractor shall provide the capability to automatically record date and time of Case creation.						
956	The Contractor shall provide the capability to automatically record identity of Authorized User or BOS (if the Case is created automatically by the BOS) initiating the Case.						
957	The Contractor shall provide the capability to automatically assign a unique individual identification code (Case number).						
958	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating type of Case.						
959	The Contractor shall provide the capability that the Case type has the ability to be changed by Authorized Users.						
960	The Contractor shall provide drop-down lists (Configurable) containing multiple options for indicating follow-up activities within the workflow.						
961	The Contractor shall provide the capability to place a Case on hold pending a specific occurrence, or to enter a date when the Case shall be presented again to be worked.						
962	Require Authorized Users to insert a minimum amount of data depending on the type of Case (Configurable) into a pre-defined number of fields before a Case can be closed. Each type of Case may have different minimum data requirements.						

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963	Require Authorized Users to insert a minimum amount of data depending on the type of Case into a pre-defined number of fields (Configurable) before a Case can be placed on hold. Each type of Case may have different minimum data requirements.						
964	The Contractor shall provide the capability for notes (free text narrative) to be provided at key points in the Case creation process enabling the Authorized User to elaborate on important points.						
965	Automatically initiate and send correspondence to the customer informing them of the creation of the Case, the Case number and other information depending on the type of Case (Configurable).						
966	The Contractor shall provide an automated correspondence capability whereby the customer can be kept informed of Case progress/status, from opening through closure, depending on the type of Case. Such capability shall be Configurable such that certain Case progress/status changes would not generate a customer communication.						
967	The Contractor shall provide the capability for multiple Authorized Users to access Cases at the same time with one Authorized User having the ability to modify the Case and others having read only access. The identity of the individual working the Case shall be presented to the Authorized Users with read-only access.						
968	The Contractor shall associate the completion of the activities required to resolve the Case to the Case such that BOS can automatically close the Case once the required activities have been completed. For example, if a customer disputes a Violation Notice because the vehicle was stolen, the Case would require a document (police report) and once the document was verified and the disputed accepted by the CSR, the BOS would record the successful dispute, close the Violation Notice with the appropriate transaction disposition codes and issue a Notification to the customer all based on the CSR's determination that the dispute was accepted.						
969	The Contractor shall provide the capability to automatically provide written responses (Notifications) to the customer based on the disposition code for each Case type.						
1.8.2. Case Assignment and Tracking							
	Depending on the Case type, the BOS shall assign the Case to the appropriate queue. The BOS shall use the default priority for the Case type and any user input that prioritizes the Case.						
970	Place open Cases in the appropriate Case type queue such that Authorized Users may access their assigned queue, review and take action on each Case.						
971	The Contractor shall provide the capability for the Case type queues to automatically display oldest Cases first for action.						
972	The Contractor shall provide the capability for the Case type queues to automatically display highest priority Cases first for action.						
973	The Contractor shall provide the capability for multiple sorting criteria for the Case type queues, for example sort first by oldest Cases and then sort by priority.						
974	The Contractor shall provide the capability for closed Cases to be re-opened when required.						
975	The Contractor shall provide the capability for a Case to be worked by the same Authorized User who opened the Case or by another Authorized User.						
976	The Contractor shall provide the capability to automatically assign Cases to Case work queues accessed by departments or workgroups.						
977	The Contractor shall provide the capability to manually re-assign open Cases.						
978	The Contractor shall provide the capability to automatically re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is deactivated from the BOS.						

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979	The Contractor shall provide the capability to automatically temporarily re-assign open Cases if the Case was assigned to a specific Authorized User and that Authorized User is temporarily not performing work (for example, the Authorized User is on vacation).						
980	Ensure at no time that an active Case does not remain in a queue with no Authorized User assigned to that queue.						
981	The Contractor shall provide the capability for Authorized Users to see all pending Cases with prioritization.						
982	The Contractor shall provide Configurable Case assignment rules, for example a Case related to financial issues would be assigned to the finance department.						
983	The Contractor shall provide the capability to include a snapshot of any customer information in the primary screen so Authorized Users need not navigate to other screens to find key information. The primary screen shall contain a link to the associated account should the Authorized User want to access the account.						
984	The Contractor shall provide the capability to merge Cases when two or more Cases cover the same customer need.						
985	The Contractor shall provide the capability to track historical action-type data (out of a predefined range), about each action taken to work the Case, including but not limited to:						
	· creation;						
	· closure;						
	· reopening;						
	· hand-off (from department or individual);						
	· placed on hold (establish a "work again date");						
	· awaiting action from the Authority;						
· awaiting customer action and							
· customer satisfaction.							
986	The Contractor shall provide the capability to trigger customer satisfaction processes.						
987	The Contractor shall provide the capability to link and track an unlimited number of Cases to a single account.						
988	The Contractor shall provide the capability to link and unlink Cases to/from accounts regardless of Case status.						
989	The Contractor shall provide the capability to associate a Case to one or multiple accounts.						
990	The Contractor shall provide the capability to view Cases based on required follow-up action.						
991	The Contractor shall provide the capability to track, record and review follow-up activity.						
992	The Contractor shall provide the capability for Authorized Users to review the workload (quantity and details of the Cases assigned) of an individual Authorized User.						
993	The Contractor shall provide the capability for an Authorized User to review the workload of an entire team or group of Authorized Users.						
994	The Contractor shall provide the capability to manually change the status of a Case based on progress made in servicing the Case.						
995	The Contractor shall provide the capability to automatically change the status of a Case based on progress made in servicing the Case.						
996	The Contractor shall provide the capability for Authorized Users to edit data within a Case, Configurable by Case type.						

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997	The Contractor shall provide the capability to temporarily group Cases and perform the same action(s) on the group of Cases.						
998	Prevent the creation of duplicate Cases when created automatically by the BOS.						
999	The Contractor shall provide the capability to notify Authorized Users when the number of assigned Cases for a particular resource is reached (Configurable).						
1000	The Contractor shall provide the capability to stop a transaction or group of transactions from progressing further in the status or workflow stages, for example while a dispute Case is being reviewed.						
1001	The Contractor shall provide a logical Case workflow via multiple Case screens, which are presented to Authorized Users based on their skill sets and BOS roles.						
1002	The Contractor shall provide Case workflow and routing (Configurable).						
1003	The Contractor shall provide the capability to assign Cases in multiple ways (Configurable), including but not limited to:						
	· manual assignment of a Case to a particular Authorized User;						
	· automatic assignment by customer or account criteria;						
	· automatic assignment by Case type;						
	· automatic assignment by status;						
	· automatic assignment by severity level;						
	· automatic assignment based on staff availability;						
· automatic assignment by role and skills database for Authorized Users.							
1004	The Contractor shall provide the capability to suggest best Authorized User for a Case according to staff skills.						
1005	The Contractor shall provide the capability to send an Operational Alert Notification when a Case has met the reassignment threshold (Configurable).						
1006	The Contractor shall provide the capability to send an Operational Alert Notification when an Authorized User has met the specified number of open Cases (Configurable).						
1007	The Contractor shall provide the ability to manually re-assign any Case to a new workflow, at any point within that workflow, as new details emerge.						
1008	When changes in workflow are made, provide the ability to individually select, or select in bulk, whether current workflow transactions should follow the previous version of the workflow, or the new version of the workflow.						
1.8.3. Case Escalation							
1009	The Contractor shall provide the capability to send an Operational Alert Notification regarding specific Cases that meet criteria (Configurable), for example, Cases in "open" status that have not been worked on in a specified number of days (Configurable).						
1010	The Contractor shall provide the capability to automatically escalate overdue Cases based on rules (Configurable).						
1011	The Contractor shall provide the capability to define sets of activities or procedures for specified Case types.						
1012	The Contractor shall provide the capability for thresholds to be defined based on rules that initiate events when exceeded.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1013	The Contractor shall provide the capability to automatically escalate Cases defined as representing repeated complaints.						
1014	The Contractor shall provide the capability to define activities that require authorization from supervisors.						
1015	The Contractor shall provide the capability to notify appropriate operations staff on Cases manually or automatically based on criteria (Configurable).						
1.9. Collections and Registration Hold							
	Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to pre-collections, Collections and/or Registration Hold. Unpaid transactions/trips and fees on Registered accounts that are delinquent may also escalate to collections. The Authority may choose to have the CSC attempt to collect prior to the Violation escalating to collections.						
1016	The Contractor shall provide the capability for the CSC to attempt collection prior to a Collections Placement and the Contractor shall support this activity by, including but not limited to:						
	· electronically provide Skip Tracing information that is automatically linked to the Violation for use by the CSR;						
	· provide initial collections letter(s) that are automatically populated with the Violation information and Skip Trace address(s);						
	· allow for the CSR to review and approve letters before sending;						
	· provide capability for the CSR to add notes about the collection process;						
	· if not collected after a Configurable period of time, automatically and electronically attach all Skip Trace and collections notes information to the subsequent Collections Placement and						
	· separately account for CSC collections (as compared to Collections Placements) within the BOS in all applicable accounting, financial and operations reports and searches.						
1017	The Contractor shall provide, per the Business Rules, the capability to perform Registered account or Violation escalation, including but not limited to:						
	· warning of Registration Hold Notification;						
	· escalate to Tax Intercept;						
	· pre-collection Notification;						
	· escalate to Registration Hold and						
	· escalate to Collections.						
1018	The Contractor shall provide capability to configure and maintain escalation parameters for each escalation level, including but not limited to:						
	· the minimum number of delinquent Violations (Configurable) over a period of time to initiate collections activities (Configurable);						
	· prevent escalation to collections/Registration Hold when a certain (configurable) percentage of the Violation has been paid;						
	· prevent escalation to pre-collections, Collections and/orRegistration Hold when a certain (configurable) amount of the Violation has been paid;						
	· the account balance thresholds to prevent escalation;						
	· number of days payment on payment plan is delinquent and						
	· number of days from issuance of Investigative Review or Administrative Review Letter.						
1.9.1. Collection Agencies							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	This process covers the assignment of past due amounts on delinquent accounts, and delinquent Violations to the Contractor-provided Collection Agencies. The Contractor shall provide two (2) separate, qualified Collection Agencies to perform debt collection services. These Collection Agencies shall be performing debt collection services and civil judgement processing on a non-exclusive basis. No assurance or guarantee is made to the selected Contractors regarding the number of accounts placed, the dollar amounts of those accounts, or the percentage of accounts placed.						
1019	The Contractor shall contract with two (2) separate Collection Agencies.						
1020	The Contractor-selected Collection Agencies shall have previous experience collecting toll debt.						
1021	The Contractor shall work with the Authority in determining the volumes and types of Collections Placements assigned to each Collection Agency, which may result in shared placements or all placements being assigned to one (1) of the Collection Agencies.						
1022	The Contractor shall select Collection Agencies whose compensation is based on a percentage of the amount collected.						
1023	The Contractor-selected Collection Agencies shall not dismiss the Authority's debt unless explicit approval has been provided by the Authority.						
1024	The Contractor-selected Collection Agencies shall allow the Authority to recall debt at no cost to the Authority.						
1025	The Contractor-selected Collection Agencies shall not charge any fees for allowing the Authority's debtors to pay using any payment method.						
1026	For uncollected debt, the Contractor-selected Collection Agencies shall process Civil Judgments on behalf of the Authority. The processing of Civil Judgments shall comply with all California statutes and legal processes and the Collections Agencies' attorneys shall be properly licensed. The processing of civil judgements by the Collections Agencies shall be at the discretion of the Authority. The Authority may choose not to use the Collections Agencies for processing of civil judgements.						
1027	The Contractor-selected Collection Agencies shall submit their reporting for approval by the Authority.						
1.9.2. Collection Placement and Management							
	The process of assigning unpaid tolls, fees and penalties to the Collection Agency is called a Collections Placement.						
1028	The Contractor shall provide a Collection Agency for Authority's approval and place eligible transactions in Collections based on Business Rules.						
1029	The Contractor shall provide the capability to identify accounts and delinquent Violations that are eligible for the collection process based upon criteria (Configurable), including but not limited to:						
	· age of debt at account level or individual transaction level;						
	· Flags on the account;						
	· hold status, for example, disputed;						
	· open Cases related debt;						
	· grace period;						
	· total amount owed;						
	· number of delinquent Violation Notices or transactions/trips;						
	· amount owed;						
	· whether customer is in-state or out-of-state;						
· account type and							
· account status.							

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1030	The Contractor shall provide the capability to create a Collections Placement for accounts and delinquent Violations eligible for Collections.						
1031	The Contractor shall provide the capability to place a flag on an account that has met the criteria for Collection Placement but has not been placed and an account placed with one of the Collection Agencies.						
1032	The Contractor shall provide the capability to assess a collections fee (for example, add a fee to the balance due) for each Collections Placement eligible for Collections.						
1033	The Contractor shall provide the capability to transmit the Collections Placement to the Collection Agencies for those accounts and delinquent Violation Notice that are eligible and Approved for collection.						
1034	The Contractor shall provide the capability to utilize multiple Collections Agencies and to place eligible transactions in Collections based on Configurable criteria, including but not limited to:						
	· percentages based on both volume and dollar amount, for example, 60 percent to Collection Agency 1 and 40 percent to Collection Agency 2;						
	· past due amount on the account eligible for collection;						
	· prior placements (by customer name, account number, License Plate number and Jurisdiction);						
	· account type;						
	· specified frequency;						
1035	· ZIP code and						
	· ROV Jurisdiction.						
1035	Provide the capability to automatically assign new transactions that reach the Collections status or workflow stage to the same Collection Agency that any previous transactions on that account have been assigned (for example, all transactions for a given account will always be assigned to the same Collection Agency).						
1036	The Contractor shall provide auditable functionality through the two-way electronic Interface for the Collection Agencies to transmit data to the BOS and for the BOS to transmit data to the Collection Agencies for accounts and Violation Notices assigned to the Collection Agencies, including but not limited to:						
	· updates to demographic information, such as address updates obtained through Skip Tracing;						
	· payments received by the BOS and each Collection Agency (full and partial) and adjustments and reversals of those payments;						
	· reversals and adjustments made on the Collections Placement;						
	· fees on the Collections Placement such as returned payment fee;						
	· suspension of Collections activities due to dispute or Administrative Review;						
	· various status changes due to Civil Judgments;						
	· suspension of Collections activities or cancellation of the Collections Placement due to bankruptcy;						
	· resolution of the Collections Placement at the transaction level;						
	· cancellation of the Collections Placement due to recall by the Authority or expiry of the collection period for that Collections Placement and						
· Write offs and reason codes.							
1037	The Contractor shall provide the capability to recall a Collections Placement/individual Violation Notices/transactions based on Business Rules and request.						

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1038	The Contractor shall provide the capability to automatically display a Flag on account screens with the appropriate Collection Agency ID and date the Collections Placement was sent to the Collection Agency and remove the Flag when an account is no longer in collection.						
1039	The Contractor shall provide the capability to associate with the account all correspondence transmitted to the customer/violator from the Collection Agency.						
1040	The Contractor shall provide the capability to update the address source on accounts and Violation Notices when new address information is received from one of the Collection Agencies.						
1041	The Contractor shall provide the capability to automatically reassign delinquent Violations/transactions to Collections any time a payment used to pay delinquent Violations/transactions in Collections is reversed in the BOS or by one of the Collection Agencies (for example, when a customer makes a payment and that payment is returned by the bank, the receipt of the payment reversal in the BOS shall automatically reassign those delinquent Violations/transactions to the applicable Collection Agency).						
1042	The Contractor shall provide the capability to obtain status of all activities and venues pursued by each of the Collection Agencies to collect on the Authority's debt.						
1043	The Contractor shall provide the capability to receive payment reconciliation files at intervals (Configurable) from the Collection Agencies for all Collections Placement payments during the period. The reconciliation file shall provide detailed data that reconciles the payments and the Collections fee, if applicable.						
1044	The Contractor shall provide the capability to receive Collections Placement balance files, at intervals (Configurable), in order for the BOS to compare to account and Violation Notice balances for auditing purposes.						
1045	The Contractor shall provide the capability to generate an Operational Alert Notification when a Collections Placement balance file is received and the results of the processing of the balance file (for example, the file is in balance or it is out of balance).						
1046	The Contractor shall provide the capability to compare the balances from each of the Collection Agencies to the balances in the BOS and display the accounts and/or transactions that do not balance.						
1047	The Contractor shall provide an aging of all files on Collection Placement.						
1048	The Contractor shall provide a report showing the historical records for Collection Placement including but not limited to:						
	· number of files sent for Collection Placement (historically);						
	· details of accounts written off and the reason;						
	· details of amounts collected, stage collected and amount of reductions if any;						
	· details of accounts actively in Collection Placement and the current collection stage;						
	· details of accounts on payment plan;						
	· details of accounts with Civil Judgments;						
· details of amounts collected and collection fees paid or due to the Collection Agencies, and · the above historical information for each individual Collection Agency.							
1049	The Contractor shall provide the capability to receive Skip Tracing from the Collection Agencies for the Contractor to mail a pre-collection notice.						
1.9.3. Collection Agency System Access (Phase II)							

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	In addition to the electronic Interface between the BOS and the Collection Agencies, the Contractor shall provide the Collection Agencies with role-based, secure access to the BOS to access information about debt which has been placed in Collections allowing them to research customer issues. The BOS shall allow for limited entries to be made such as managing a Case (initiating, updating or closing it) or updating with customer contact events such as phone calls and emails sent or received.						
1050	The Contractor shall provide a secure role-based access for the Collection Agencies to access the BOS to research customer issues as described within these Requirements.						
1051	The Contractor shall provide unique sign-on credentials for each Authorized User (Collection Agency Staff) and only allow them to access debts which have been placed with their Collection Agency.						
1052	The Contractor shall provide auditable functionality that allows each Authorized User (Collection Agency Staff) to view, enter and edit data in the BOS for accounts and Violations with debt placed with their Collection Agency, including but not limited to:						
	· viewing the account						
	· Viewing associated images;						
	· initiating a Case;						
	· reviewing the status of a Case;						
	· updating a Case;						
	· closing a Case (based on permissions) and						
	· updating customer contact history.						
1.9.4. License Plate Registration Hold and Hold Release							
	When delinquent Violation Notices are past due, a Registration Hold can be placed on the license plate if it meets the conditions for Registration Hold. When the past due amount is brought to a threshold or amount (Configurable) (for example, when the balance is paid or the delinquent Violations are reversed), the Registration Hold may be released. The California DMV supports an electronic Interface for initiating Registration Holds and Registration Hold releases. In the event agreements are entered into with other Jurisdictions or responsible entities, the BOS shall support the Registration Hold/Registration Hold release process with these responsible entities.						
1053	The Contractor shall provide the capability to Interface with the Jurisdictions that support license plate Registration Holds/Registration Hold releases or vehicle registration suspension.						
1054	The Contractor shall provide the capability to apply and receive authorization from the DMV to act as OCTA's processor of record.						
1055	The Contractor shall provide the capability to set and maintain the eligibility parameters for the license plate Registration Hold process based upon criteria (Configurable), including but not limited to any combination of:						
	· plate Jurisdiction and Plate Type;						
	· account type;						
	· Flags on the account;						
	· escalation status;						
	· past due toll amount;						
	· past due fee amount;						
	· past due penalty amount;						
	· days past due;						
· vehicle registration renewal date;							

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	<ul style="list-style-type: none"> an open Investigative Review or Administrative Hearing; payment plan status; length of time since the last escalation was done (Configurable); number of pre-existing vehicle Registration Holds on a license plate; Plate Type (temporary plate, permanent plate) and Vehicle Identification Number. 						
1056	The Contractor shall provide the capability to automatically request a Registration Hold if the eligibility criteria (Configurable) are met, for example, if license plate has one delinquent Violation that is past due.						
1057	The Contractor shall provide the capability to check the vehicle registration renewal date and update the existing ROV information in the BOS.						
1058	The Contractor shall provide the capability to place Registration Holds a number of days (Configurable) before or after the license plate renewal date. The BOS shall place the maximum number of Registration Holds per license plate if the license plate has delinquent Violations.						
1059	The Contractor shall provide the capability to round down the Violation amount owed to a whole dollar being sent to the DMV for each Violation for which a Registration Hold is being placed.						
1060	The Contractor shall provide the capability to automatically create and exchange Registration Hold and release files with the responsible entities.						
1061	The Contractor shall provide the capability in the event of a failure to re-try the Registration Hold and release request based on the type of error.						
1062	The Contractor shall provide the capability to automatically release the Registration Hold if resolved and/or paid.						
1063	The Contractor shall provide the capability to automatically re-request the Registration Hold if a payment that was received resulted in the release of Registration Hold and then the payment is subsequently reversed (for example, if a check is returned or if a chargeback is received).						
1064	The Contractor shall provide the capability to accept and process payments records for Violations from the DMV and waive partial amounts remaining on the Violation Notice(s).						
1065	The Contractor shall provide the capability to delay the Registration Hold release by a number of days past the payment date (Configurable) by payment type. For example, if the payment was made by check the BOS should delay the Release by seven days.						
1066	The Contractor shall provide the capability for Authorized Users to manually initiate the release of a Registration Hold without resolution of past due amounts.						
1067	The Contractor shall provide the capability to display Registration Hold and release status on the account including the date of request and status.						
1068	The Contractor shall provide the capability for Registration Hold statuses (statuses that Registration Holds go through), including but not limited to:						
	· Registration Hold pending;						
	· Registration Hold sent to DMV;						
	· Registration Hold Approved by DMV;						
	· Registration Hold rejected by DMV;						
	· Registration Hold not placed due to error;						
	· Registration Hold release pending;						
· Registration Hold released by DMV;							

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	Registration Hold released by BOS and Registration Hold not released due to error.						
1069	The Contractor shall provide the capability to automatically display Flags on all account screens based upon current Registration Hold status.						
1070	The Contractor shall provide the capability, in the Registration Hold history, to accommodate multiple dates and reject reasons for multiple delinquent amounts and potentially multiple plate numbers.						
1071	The Contractor shall provide the capability for Authorized Users to manually place and release Registration Holds and automatically update the BOS with the proper status obtained from the DMV.						
1072	The Contractor shall provide the capability to add a DMV hold fee to each transaction successfully placed on hold						
1073	The Contractor shall provide the capability to create a payable to DMV for the fee owed to the DMV until the fee is paid through the reduction of the DMV payment file.						
1074	The Contractor shall provide the capability to establish a link between a temporary plate and the coordinating permanent plate to allow for hold to be placed on the temporary plate after the issuance of the permanent plate						
1075	The Contractor shall provide the capability to perform a review of all accounts prior to sending them for DMV hold.						
1076	The Contractor shall provide the capability to reconcile Violations marked as on hold in the BOS with the DMV report.						
1077	The Contractor shall provide the capability to prepare a written DMV abstract of hold release for the customer.						
1078	The Contractor shall provide the capability to Post the monthly DMV payment to the respective Violations-writing off any remaining cents, recording the source of payment as the DMV, and relieving the DMV Payable for the hold fee						
1079	The Contractor shall provide the capability to analyze DMV hold rejects and work with the DMV to resolve any issues to maximize the hold success rate.						
1.9.5. Customer-Initiated Reviews							
	Customers may contest a Violation(s) by initiating an Investigative Review of the Violation(s). If customer disagrees with the decision, the customer may seek an Administrative Review Hearing and ultimately appeal to Superior Court.						
1080	The Contractor shall provide the capability to receive Investigative Review requests, including documents uploaded from the Self-Service Website.						
1081	The Contractor shall provide the capability track Investigative Reviews through their completion						
1082	The Contractor shall provide agreed upon Investigative Review reduction or dismissal codes that are applied to each Violation contained in the review in an efficient manner.						
1083	The Contractor shall provide the capability for an Authorized User to select from a list of reduction or dismissal codes that has a corresponding trip/image processing and financial action, if applicable, generate the appropriate correspondence to the customer or violator stating the results of the review and issue any refunds that may be due (for example, if it is determined the license plate was misread and the Violation was issued to the wrong person, the CSR shall select a code "image error" which will automatically do the following: 1) dismiss the Violation assigned the person who requested the review 2) send the images back for image processing 3) generate a letter to the customer dismissing the Violation 4) refund any payments made).						

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1084	The Contractor shall provide the capability for an Authorized User to select from a list of codes for outcomes that do not result in the reduction or dismissal of the Violation(s) and automatically generates the appropriate correspondence to the customer stating the result of the Investigative Review, reason for non-dismissal, and processes the associated images and trip(s) accordingly.						
1085	The Contractor shall provide the capability to provide a written response to every Investigative Review which includes the reasoning behind the resulting decision. The response letters shall be tied to the Violation dismissal codes so they automatically generate when dismissal action is taken						
1086	The Contractor shall provide the capability to receive Administrative Review Hearing requests by mail, phone, in-person or online. If by phone, the account shall be marked for Administrative Review Hearing and a means for providing a written statement from the customer provided.						
1087	The Contractor shall provide the capability to determine, receive and process the required amount due prior for an Administrative Review Hearing as well as, calculating eligibility for financial hardship exceptions and reduced amounts.						
1088	The Contractor shall provide the capability to schedule the Administrative Review Hearings with the customer and Administrative Hearing Officer within the required timeframes and according to the Business Rules.						
1089	The Contractor shall provide an Administrative Hearing Officer who meets the requirements in the California Vehicle Code and Authority.						
1090	The Contractor shall provide a second review of all Violations for which an Administrative Review Hearing is requested to ensure the Investigative Review was performed accurately and correct any errors or work with the customer to resolve any extenuating circumstances.						
1091	The Contractor shall provide a summary of each Case where and Administrative Review Hearing is requested for Authority review within a week of the Administrative Review Hearing request. The Contractor will work the Authority to resolve Cases if needed.						
1092	The Contractor shall provide the Configurable capability to define the data set that goes into the Evidence Package, including but not limited to:						
	· summary sheet;						
	· BOS and manual notes recorded on the account;						
	· Cases created for the account;						
	· transponder status change history;						
	· each Violation Notice and other Notifications;						
	· customer correspondence;						
	· customer contacts;						
	· DMV or ROV source records or Rental Agreements;						
	· lane health check report from the ETTM System at the time of the transaction;						
· Registered account information if applicable;							
· history of non-payment;							
· images and							
· Recordings of phone calls or scripts of recorded phone calls.							
1093	The Contractor shall provide the capability to create the Evidence Package a number of days (Configurable) before the date of the Administrative Review Hearing and print or upload the package to the location specified.						

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1094	The Contractor shall provide the capability to track information related to the outcomes of Investigative Reviews and Administrative Review Hearings.						
1095	The Contractor shall provide the capability to offer, establish and manage payment plans for customers who cannot pay the balance due in full.						
1096	The Contractor shall provide the capability to provide Investigative Reviews by phone and chat for first contact resolution.						
1097	The Contractor shall provide the capability to provide historical data by specified time period for Investigative Reviews and Administrative Review Hearings including but not limited to:						
	· # requested;						
	· # closed;						
	· Resolution by type;						
	· # outstanding;						
	· age of outstanding and · scheduled hearings by date.						
1.9.6. System-Generated Evidence Package							
1098	The Contractor shall provide the capability to create an Evidence Package containing all information related to the applicable account, violator and Violation Notices, including but not limited to:						
	· detailed toll transaction data associated with Violation Notices;						
	· all Violation Notices and Notifications sent to violator;						
	· all correspondence received from violator;						
	· images related to Violations;						
	· all notes related to account, violator and/or Violation Notices and · any other related Unregistered account activity.						
1.10. Customer Satisfaction Survey							
	The Contractor shall select and provide a Customer Satisfaction Survey Provider Subcontractor to survey customers regarding their experience with the CSC. The BOS will provide the necessary information regarding all customer contacts to the Customer Satisfaction Survey Provider Subcontractor to enable them to survey customers using automated survey tools.						
	The Contractor shall survey customers through the Services of the Customer Satisfaction Survey Provider Subcontractor. Customer surveys shall be performed through electronic means such as email, through a phone survey, text, via the website or a combination thereof. A survey tool shall be provided which will allow for the creation and Maintenance of a variety of different survey templates. Different survey templates may be selected based on contact channel, individual CSR or account type.						
1099	The Contractor shall provide the capability to perform customer surveys through the Customer Satisfaction Survey Provider Subcontractor.						
1100	The Contractor shall offer the Survey opportunity to every customer each time they contact the CSC or as requested by the Authority.						
1101	The Contractor shall provide information to the Customer Satisfaction Service Provider Subcontractor, which includes but is not limited to:						
	· customer name;						
	· contact channel (such as email, phone or walk-in); · customer email address and						

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	· CSR name, in the case of customers calling in or chat. clarify for those interactions with CSRs (or other staff).						
1102	The Contractor shall provide the capability to track customer contact by contact channel, including but not limited to:						
	· phone (IVR only, e.g., the customer resolves their issue with the IVR);						
	· phone (IVR then CSR, e.g., customer contact which started in the IVR and after attempting action, the customer asked to speak with a CSR);						
	· phone (CSR only, e.g., the customer immediately requested to speak to a CSR);						
	· chat (CSR only);						
	· email;						
	· text;						
	· Self-Service Website;						
1103	· Self-Service Mobile Application (Phase II and optional) and						
	· walk-in.						
1104	The Contractor shall, on each survey, ask if the customer would like to be contacted regarding any unresolved concerns.						
	The Contractor shall provide customer survey capabilities with a combination of features, including but not limited to:						
	· real-time reporting of survey results to the Authority;						
	· real-time Configurable Alerts to the Authority on certain parameters, such as a low survey score (for example, send an Alert each time a customer provides a rating of two or below on any individual question or the survey as a whole) or key word (for example, each time a customer uses certain profane or threatening words);						
1105	· real-time dashboard-style feedback for Authorized Users (such as a Web interface for CSRs to view survey results for their own calls and scoring, in comparison with their peers) and						
	· survey scoring.						
	The Contractor shall provide reporting functionality for customer contact data to be provided to the Customer Satisfaction Survey Provider Subcontractor, including but not limited to:						
	· date;						
1.11. Transponder Inventory	· account type;						
	· CSR and						
1.11.1. Inventory Definition and Tracking	· contact channel.						
	The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, manages the sale and return of transponders to customers, identifies and manages the transponder recall program, and tracks and manages transponder warranty. Inventory levels are required to be monitored regularly by the Contractor and communicated to the Authority to ensure no disruption in transponder availability.						
1.11.1.1.	The BOS shall keep track of transponders from initial order through final disposal or return to manufacturer.						

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1106	The Contractor shall provide the capability to validate transponder serial numbers when they are entered into inventory, against the ranges that already exist to ensure that there are no duplicates. This validation shall include the CTOC-issued Facility Code IDs or any corresponding ranges in the future such as ISO 18000-6C and or national Interoperability.						
1107	The Contractor shall provide the capability to search the history of a specific transponder entered in the BOS and provide the history of the transponder including account assignment and transactions.						
1108	The Contractor shall support the performance of a quarterly physical inventory and monthly reconciliation of transponders.						
1109	The Contractor shall provide the capability for an Authorized User to program transponders (for example, reprogram a 2-axle vehicle transponder to a motorcycle transponder).						
1110	The Contractor shall provide the capability to manage any number of transponder types, including but not limited to:						
	· hard-case transponders;						
	· sticker transponders;						
	· 6c switchable transponders;						
	· headlight-mount transponder and bumper-mount transponders.						
1111	The Contractor shall provide the capability to enter global transponder inventory item attributes, including but not limited to:						
	· transponder description;						
	· transponder type;						
	· model number;						
	· manufacturer;						
	· lot, case and tray information;						
	· version of transponder chip technology;						
	· transponder communication protocol (single or multi) and transponder style.						
1112	The Contractor shall provide the capability to enter individual transponder inventory item attributes, including but not limited to:						
	· model number;						
	· procurement cost;						
	· sales price (Configurable);						
	· purchase price (Configurable);						
	· manufacture date;						
	· date received;						
	· manifest number;						
	· inventory number;						
	· expiration;						
	· date assigned/purchased;						
	· date first used;						
	· location assigned to customer from;						
	· staff/BOS assigned by;						
	· recall date;						

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	<ul style="list-style-type: none"> · replacement; · warranty start date; · warranty period; · swap out date; · end of life date; · purchase order number/statement or invoice number; · agency/facility code; · state code; · transponder ID number; · external barcode number; · transponder manufacturer's number; · transponder class; · ID number; · activation code; · status and · inventory location. 						
1113	<p>The Contractor shall provide the capability to enter new transponders into the BOS via several methods, including but not limited to:</p> <ul style="list-style-type: none"> · manually; · file upload and · barcode using a scanner. 						
1114	<p>The Contractor shall provide the capability to manually upload a file (manifest) with transponder inventory information using an intuitive and user-friendly process with support for multiple data formats. Functionality shall include but not be limited to:</p> <ul style="list-style-type: none"> · a mapping tool which shall enable inventory fields to be mapped to a file; · a browse button to locate the file; · validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented); · validation of file contents including the transponder ID based on valid CTOC issued facility codes and · feedback of successful processing by indicating the number of records updated and unsuccessful updates with reason codes. 						
1115	The Contractor shall provide the capability to enter transponders in bulk by entering the starting and ending numbers in a range, for example upload inventory by scanning the first transponder's barcode and the last transponder's barcode.						
1116	The Contractor shall provide the capability to track multiple manufacturer warranties based on manufacturer, transponder type or purchase date.						
1117	The Contractor shall provide the capability to track customer warranties based on transponder type or purchase date.						
1118	The Contractor shall provide the capability to identify transponders to be sold and their sale price.						
	The Contractor shall provide the capability to track individual transponders by location at end of day, including but not limited to:						

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1119	<ul style="list-style-type: none"> · WIC; · in transit between customer service locations; · at one of multiple individual CSRs; · assigned to an account; · shipping/receiving locations; · returned to manufacturer and disposed. 						
1120	The Contractor shall ensure that individual transponders can only be assigned to a single location at any one time.						
1121	The Contractor shall provide the capability to restrict transitions among various inventory item locations, for example, transponders in the "assigned to CSR" location cannot go to the "return to manufacturer" location; it can only go to "inventory" location or "account" location.						
1122	The Contractor shall provide the capability to assign an inventory status to each individual transponder, including but not limited to:						
	· on order;						
	· received;						
	· tested and ready for issuance;						
	· active;						
	· inactive;						
	· deactivated;						
	· lost;						
	· stolen;						
	· returned;						
	· awaiting cleaning and testing for reissue;						
· disposal;							
· damaged;							
· defective and end-of-life.							
1123	The Contractor shall provide the capability to change the status for an individual transponder either manually or automatically.						
1124	The Contractor shall provide the capability to set a separate restock threshold for all inventory locations.						
1125	The Contractor shall provide the capability to set and maintain the transponder reorder thresholds and ranges for all relevant parameters related to transponder quantity levels and lead-time requirements for replenishment by manufacturer.						
1126	The Contractor shall provide the capability to send an Operational Alert Notifications(s) before the transponder reorder (from the manufacturer) thresholds are reached. The Alert level can be a percent (Configurable) or number (Configurable) above the re-order threshold.						
1127	The Contractor shall provide the capability to audit the physical inventory at intervals (Configurable) and record the results of the audit.						
1128	The Contractor shall provide the capability to test transponders to ensure they are correctly programmed and that the external barcode is correctly correlated to the internal programming.						
1.11.2.	Transponder Ordering						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	The Authority will place transponder orders directly with the transponder manufacturer or request that the Contractor place the order directly. Regardless of the method, the creation of the order shall happen within the BOS which allows the purchase order to be recorded, and the order to be tracked, received and loaded into inventory in a manner which reduces manual entry and potential errors. A hard copy document shall be generated and shall be part of an order receiving package to verify receipt and close out the purchase order that was generated by a separate system that is not part of this procurement.						
1129	The Contractor shall provide the capability to create transponder orders within the BOS, both for orders placed directly by the Contractor and orders placed directly by the Authority.						
1130	The Contractor shall provide the capability to change the status of the order and track the order once the associated purchase order has been placed.						
1131	The Contractor shall provide the capability to receive the inventory into the BOS.						
1132	The Contractor shall provide the capability to enter information when receiving transponders, including but not limited to:						
	· verification of delivery of each line item;						
	· verification of quantities for each line item;						
	· actual quantity received if it does not match quantity ordered;						
	· name of person receiving inventory;						
	· location received;						
	· date received and · comments.						
1133	The Contractor shall provide the capability to generate a transponder receiving document, including but not limited to:						
	· items ordered;						
	· item received;						
	· quantities ordered;						
	· quantities received;						
	· manufacturer or supplier information;						
	· received by name; · location received and · date received.						
1134	The Contractor shall provide the capability to make adjustments if the shipment received does not match the original order and track backorders and partial shipments.						
1.11.3. Inventory Fulfillment							
	Transponders are assigned to customers via inventory Fulfillment. Orders can be fulfilled at the same time the order is placed in a WIC. When inventory is ordered online or by phone, the order is fulfilled in the order received.						
1135	The Contractor shall provide the capability to create transponder orders either at the time of account creation or when individual requests are initiated subsequent to account creation.						
1136	The Contractor shall provide the capability to fulfill transponder orders.						
1137	The Contractor shall provide the capability to present transponder Fulfillment requests for Fulfillment in the order received.						

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1138	The Contractor shall provide the capability to create a transponder sale transaction when inventory order is fulfilled including but not limited to: · full price sale; · warranty sale; · sale at no cost (replacement) and · discount sale (promos and coupons).						
1139	The Contractor shall provide the capability to assign multiple types of transponders to an account and associate the transponder numbers to the account.						
1140	The Contractor shall provide the capability to reassign inventory items from one account to another.						
1141	The Contractor shall provide the capability to replace an existing individual transponder on an account with a different transponder.						
1142	The Contractor shall provide the capability to issue individual transponders to customers via mail and at WICs.						
1143	The Contractor shall provide the capability to distinguish orders for first time customers separate from existing customers in case additional literature is to be included with the order for new or existing customers only (such as a welcome package).						
1144	The Contractor shall provide the capability for transponders delivered by USPS to be activated 24 hours after shipment.						
1145	The Contractor shall provide the capability to automatically recognize vehicles with metal oxide windshields by use of a list the Contractor maintains and automatically issue an exterior tag at time of account opening, vehicle addition or transponder request.						
1146	The Contractor shall provide the capability to automatically recognize motorcycles by their license plate configuration or information provided by the customer and issue them an exterior transponder at the time of account opening, vehicle addition or transponder request.						
1147	The Contractor shall issue a sticker tag (interior or exterior) for every plate listed on the account unless the customer identifies that the vehicle will only be used on a short-term basis, such as rental cars.						
1148	The Contractor shall provide the capability to track customer transponder orders as a single order regardless of the number of items requested. For example, if a customer wants one bumper-mount transponder and two switchable transponders, that order shall be a single customer transponder order.						
1149	The Contractor shall provide the capability for transponder orders to be searched, for order(s) that meet specified criteria, which can then be viewed, immediately fulfilled, modified or canceled.						
1150	The Contractor shall provide the capability to make modifications to the transponder orders prior to fulfilling them. For example, a CSR may need to change the transponder type because the customer's vehicle requires an externally mounted transponder (bumper mount), or add another transponder to the order based on a customer request.						
1151	The Contractor shall provide a single customer Fulfillment receipt detailing the entire order. This receipt shall show the vehicle license plate number(s), type, Jurisdiction, make, model, color, transponder(s) or other inventory item(s) quantities, backordered quantities, sale or lease amounts, payment amount and any associated Account Plan(s), if applicable, for each transponder included in that order.						
1152	The Contractor shall provide the capability to generate a mailing label or print directly on the mailing envelope when fulfilling inventory orders by mail.						

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1153	The Contractor shall provide the capability to batch transponder distribution to improve the efficiency of the order Fulfillment process, including but not limited to: · identify open transponder orders and assign transponders to the accounts automatically; · create batches by transponder type and order type (new, replacement or additional); · transmit data to the mailing services to generate mailing labels by batch; · print transponder receipts; · track the mailing of transponders to customers and · Batch by zip code for the purposes of receiving bulk mailing discounts.						
1154	The Contractor shall provide the capability to perform a quality check of the transponder mailing packages before they are mailed to the customers.						
1155	The Contractor shall provide the capability for transponder receipts to be provided to the customer when the Fulfillment takes place in person.						
1156	The Contractor shall provide the capability to notify the customer that a transponder(s) has been placed in the mail.						
1157	The Contractor shall provide the capability to activate transponders when they are assigned to the account or with a Configurable delay in days when mailed.						
1158	The Contractor shall provide the capability to return transponders to stock and update the order, if applicable while preserving full traceability. For example, if a transponder comes back in returned mail, the BOS shall retain the history of the account that the transponder was added to and that the transponder came back undeliverable.						
1159	The Contractor shall provide the capability to issue more than one transponder type per vehicle.						
1160	The Contractor shall provide the capability to ask the customer if they will need a switchable transponder for carpooling.						
1161	The Contractor shall provide the capability to provide the amount due for transponders and allow the customer to override the transponder order.						
1162	The Contractor shall provide the capability to guide the customer through the transponder type and quantity: sticker for every car, external for problem vehicles and motorcycles, switchable for carpoolers.						
1163	The Contractor shall provide the capability to flag a sticker transponder in an eligible CAV after Configurable # of reads of the vehicle with the authorized eligible CAV plate.						
1164	The Contractor shall provide the capability to flag a sticker transponder in a disabled plate vehicle after a number of Configurable reads in the vehicle with the authorized plate.						
1165	The Contractor shall provide the capability to provide replacement transponders and calculate the amount due, if any, and restart the vehicle to tag association for eligible CAV and other Special Access Plan vehicles according to the Business Rules.						
1.11.4. Transponder Inventory Recycling							
	The Contractor will test returned transponders and return to usable inventory those that meet the Business Rules.						
1166	The Contractor shall provide the capability to process returned transponders back into the BOS for reissue when the transponders appears to be in good condition and has not reached the end of its useful life.						
1167	The Contractor shall receive and return to inventory and issue the customer a credit according to the Business Rules.						

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1168	The Contractor shall provide the capability to assign returned transponders identified as being re-issuable to a box for tracking and reissue purposes.						
1.11.5. Transponder Testing							
	Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Equipment required for testing of transponder will be provided by the Authority.						
1169	The Contractor shall provide the capability to test transponders using the transponder reader/tester.						
1.11.6. Transponder Warranty Replacement for the Customer							
	Functionality will be required to support customer warranty returns and replacements.						
1170	The Contractor shall develop transponder replacement Business Rules based on the transponder type, account type and age of the transponder.						
1171	The Contractor shall provide the capability for a customer to request a replacement transponder by all communication channels and at the WIC.						
1172	The Contractor shall provide the capability to create a Case for each replacement request initiated by the customer.						
1173	The Contractor shall provide the capability for customers to return their old transponder to a WIC and receive a replacement transponder or credit to their account immediately according to Business Rules.						
1174	The Contractor shall provide the capability for customers to return transponders to the Authority and receive a refund of the purchase price if the transponder is defective or unused within a Configurable time period.						
1175	The Contractor shall provide the capability to send the customer a self-addressed return envelope to send the old transponder(s) back if the customer contacts the BOS via all communications channels to return a transponder(s).						
1176	The Contractor shall provide the capability to send a replacement transponder to the customer upon the receipt of a replacement request.						
1177	The Contractor shall provide the capability to track the return of the old transponder and update the account upon the successful receipt of the old transponder.						
1178	The Contractor shall provide the capability to generate Alerts if an account has more than a number (Configurable) of replacement claims.						
1.11.7. Inventory Warranty and Returns to Manufacturer							
1179	The Contractor shall provide the capability to enter, modify and delete transponder manufacturer information, including but not limited to:						
	· name;						
	· contact person;						
	· full address;						
	· phone numbers;						
	· rules for returns and						
	· minimum number of transponders per return shipment.						
1180	The Contractor shall provide the capability to create a Return to Manufacturer (RMA) number and associated packing list by manufacturer for each RMA shipment.						
1181	The Contractor shall provide the capability for the opening, tracking and closing of RMA shipments by RMA number.						
1182	The Contractor shall provide the capability to add or remove specific items from an RMA shipment.						

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1183	The Contractor shall provide the capability to track warranty payment or replacement transponders due from the manufacturer for returns under warranty.						
1184	The Contractor shall provide the capability to pro-rate the warranty period of the returned transponder based on the warranty left on the transponder identified for warranty return.						
1185	The Contractor shall provide the capability to accept a spreadsheet that maps old transponders to the new transponders in order to identify the remaining warranty.						
1.12. Customer Portals							
	The Authority will be responsible for the Self-Service Website with exception of the "my account" section, which is the responsibility of the Contractor.						
	Customers can obtain access to their accounts via customer portals which include the Self-Service Website and the Self-Service Mobile Application (Phase II and optional). These customer portals provide access to real-time account data. The Self-Service Website allows customers to establish accounts, manage their accounts and manage Violations.						
1.12.1. Self-Service Website							
1186	The Contractor shall have experienced internal resources and/or partners with significant, demonstrable Self-Service Website development expertise in using the latest frameworks, tools, navigation and look and feel to optimize the customer experience.						
1187	The Self-Service Website shall have a sophisticated, standards-driven, front-end framework that is device and browser agnostic, and is completely responsive to all mobile devices.						
1188	The Contractor's solution shall facilitate the use of single code bases that can be delivered across platforms and devices and streamline the primary and Regression Testing required when deploying Software updates and Enhancements.						
1189	The Contractor shall be responsible for the "my account" portion of the Self-Service Website only. The Contractor shall be responsible for hosting the entire Self-Service Website including Authority controlled content.						
1190	The Contractor shall provide the capability for the Authority's designated users to access and update Authority provided content to static pages in accordance with Approved change management procedures.						
1191	The Contractor shall use the header/footer provided by the Authority and the Contractor shall be responsible for formatting header/footer in accordance to the Authority portion of the website, including all further updates, Upgrades and Enhancements to the application.						
1192	The Contractor shall provide a secure Self-Service Website in English and Spanish and all external Interface portals, that shall be compatible with the versions most utilized by the public and future version releases of the following browsers, including but not limited to:						
	· Microsoft Internet Explorer;						
	· Microsoft Edge Browser;						
	· Mozilla Firefox;						
	· Google Chrome;						
	· Apple Safari;						
	· any other browser reaching five percent market penetration, as Approved by the Authority and						
	· smartphone/tablet/mobile browsers.						

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1193	The Contractor shall provide the capability for customers to perform all actions or get information they might ask of a CSR on the Self-Service Website, with certain exceptions based on following a process requiring a specific user role, interaction with a CSR or due to security concerns.						
1194	The Contractor shall provide the capability for customers to view, export and print all statements.						
1195	The Contractor shall provide capability for a customer to search the website for key words or key phrases.						
1196	The Contractor shall provide quick links to most frequently used pages.						
1197	The Contractor shall provide Web navigation optimized for speed regardless of the Web browser used on the secure Self-Service Website.						
1198	The Contractor shall provide the capability to support the expiration of cookies.						
1199	Detect and advise users of the Self-Service Website if the browser used is old or not supported.						
1200	The Contractor shall provide a Self-Service Website accessible on a range of mobile devices, irrespective of differences in presentation capabilities and access mechanisms, including but not limited to smartphones and tablet computers.						
1201	The Contractor shall provide a Self-Service Website that paginates content in various ways corresponding to differences in viewing device characteristics. The navigation structure of the site, and its technical realization shall vary according to the device class being served.						
1202	The Contractor shall provide a Self-Service Website that supports the latest versions of mobile operating systems, including but not limited to:						
	· Apple iOS;						
	· Android Web operating system;						
	· Windows Phone operating system and · any other browser reaching five percent market penetration, as Approved by the Authority.						
1203	The Contractor shall provide a Self-Service Website that supports the latest versions of mobile browsers, including but not limited to:						
	· Safari;						
	· Google Chrome and						
	· any other browser reaching five percent market penetration, as Approved by the Authority.						
1204	The Contractor shall provide Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools that supports all required browsers for the measurement, collection, analysis and reporting of internet data for purposes of understanding and monitoring performance, optimizing website usage, business and market research and to assess and improve the effectiveness of the Self-Service Website. The Web analytics tools shall track all usage on the Self-Service Website including but not limited to:						
	· number of individual hits by screen;						
	· number of specific activities performed;						
	· number of page views;						
	· number of repeat visitors versus new visitors;						
	· bounce rate;						
	· abandonment rate;						
	· usage reports, for example click-through and navigation reports that monitor efficiency in navigation;						
· continual monitoring of total time to load the website;							

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	<ul style="list-style-type: none"> continual monitoring of website page load times; continual monitoring of individual element load times; continual monitoring of login availability and continual monitoring of overall application availability. 						
1205	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) analytics tools shall be integrated with the PMMS for notification of performance issues.						
1206	The Self-Service Website and Self-Service Mobile Application (Phase II and optional) shall provide Configurable real-time reporting for all services monitored and data collected.						
1207	The Contractor shall provide a Self-Service Website that supports the addition of sponsored advertisements Approved by the Authority.						
1.12.1.1. Account Access and Security							
1208	The Contractor shall provide the capability to control the features and capabilities available to customers based on the account type.						
1209	The Contractor shall provide the capability for a customer to select a PIN upon account establishment.						
1210	The Contractor shall provide the capability for a customer to create a username and password upon account establishment.						
	<ul style="list-style-type: none"> The web server shall support username and password strength requirements as determined during the Implementation Phase and documented in the Business Rules and the web server shall support two-factor authentication and provide user configurability to enable or disable. 						
1211	The Contractor shall provide the capability for a user account session time out after a period of inactivity (Configurable).						
1212	The Contractor shall provide the capability for an Authorized User to set, based on user-role, the length of inactivity time before a session time out.						
1213	Prevent customers from accessing the BOS after a number of failed login attempts (Configurable) within an amount of time (Configurable) and send an Alert message to the PMMS.						
1214	The Contractor shall provide the capability for the BOS to automatically reset the customers' access to the BOS after a Configurable amount of time has elapsed since the last unsuccessful login attempt.						
1215	The Contractor shall provide the capability for Authorized Users to reset the customer's access to the BOS after the customer's access has been locked due to unsuccessful log on attempts.						
1216	The Contractor shall provide the secure capability, without Authorized User interaction, for customers to gain online access to their existing account(s) when they have forgotten their username and/or password. Data necessary to gain online access shall differ depending on account type.						
1217	The Contractor shall provide the capability to upon the first logon require the user to complete up to five (5) security challenge questions and answers for use in future account access.						
1218	The Contractor shall provide the capability to reset the PIN.						
1219	The Contractor shall provide the capability to reset the password with requirements for password strength and reuse of previous password restrictions.						
1220	The Contractor shall provide the capability to change username.						
1221	The Contractor shall provide the capability to manage (add/delete/modify) security questions.						
1.12.1.2. Account Establishment and Maintenance							
	The Contractor shall provide an account creation process that logically leads a customer via the Self-Service Website through all of the necessary steps to create an account including, but not limited to:						

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1222	· Account type;						
	· Account plan;						
	· Name (primary and secondary);						
	· Contact information (billing and shipping);						
	· Email address;						
	· Vehicle information;						
	· Transponder requests;						
	· Payment information;						
	· Statement and correspondence method of delivery;						
	· Opt-in for various communications (texts, e-blasts, statements, marketing) and · Opt-in for customer survey.						
1223	The Contractor shall provide the capability for a customer with an Unregistered account to open a Registered account without having to enter the name, address or vehicle information including the vehicle effective date equal to the first Violation transactions. The customer shall be able to make a single payment for the Violation amount due and the account establishment amount.						
1224	The Contractor shall provide on-screen guidance to the customer via the Self-Service Website during the account creation process regarding missing or improperly formatted information. The customer shall not be able to move to the next step until the required information is provided in the appropriate format and the proper action shall be clearly identified.						
1225	The Contractor shall provide the capability when opening a new account to automatically identify other account(s) associated with that account name or address and create a Case to allow a CSR to determine whether or not the account is a duplicate.						
1226	The Contractor shall provide the capability for the selection of account type and account preferences during the establishment of an account based on anticipated usage and other requirements.						
1227	The Contractor shall provide the capability, when adding contact information, to assist the customer by requiring zip code be entered first, then providing a pre-populated city and stat. Upon entry of a street address, the BOS should populate options for selection in the USPS standardized address format.						
1228	Require that the Authority's terms and conditions and privacy policy are acknowledged and a record of that acknowledgment saved in the BOS prior to establishing an account.						
1229	The Contractor shall provide the capability for customers to set and modify preferred communication channels.						
1230	The Contractor shall provide the capability for the customer to update all information on their account.						
1231	The Contractor shall provide the capability to require a customer to accept revised account terms and conditions and privacy policy upon log in if a change is made to the account terms and conditions or privacy policy.						
1232	The Contractor shall provide the capability for electronic email address confirmation during the account creation process. For example, an email is sent to the email address provided with a link by which the customer can confirm they have control of the account. Upon validation, the BOS shall allow for the account creation process to be completed.						
1233	The Contractor shall provide the capability for any subsequent additional email addresses added, to perform the email address validation process prior to finalizing the entry on the account. A message shall be displayed indicating the email address shall not be added until the validation process is complete.						

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1234	The Contractor shall provide the capability for sending an account summary/profile to the customer upon a successful account creation process. The account summary/profile shall also be provided in a printer-friendly format.						
1235	The Contractor shall provide the capability for customers to specify "how did you hear about us?" during the account creation process.						
1236	The Contractor shall provide the capability for customers to be asked a series of marketing questions (Configurable).						
1237	The Contractor shall provide customers with a running amount due (details and summary) as they proceed through the account set-up process including but not limited to:						
	· account fee at time of account establishment;						
	· prepaid balance amount;						
	· transponder cost amount and · Violation amounts.						
1238	The Contractor shall provide the capability for a customer to close his/her Registered account.						
1.12.1.3. Payment Processing							
	To provide a customer experience that is intuitive, efficient and meets the needs of a self-service oriented customer, the BOS must provide a well-designed and logical customer self-service payment setup and management process						
1239	The Contractor shall provide the capability to determine the payment methods available (Configurable) based on account type.						
1240	The Contractor shall provide the capability for the manual replenishment (via existing payment methods on the account) of Registered accounts.						
1241	The Contractor shall provide the capability for the customer to set up an automated recurring replenishment via Credit Card and ACH.						
1242	The Contractor shall provide the capability for violators to view the images (in compliance with PII requirements) associated with the Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation and make payments or initiate a dispute by entering the pertinent dispute information.						
1243	The Contractor shall provide the capability to automatically create a Case and populate it with all pertinent information when a violator disputes a Notice of Toll Evasion Violation and Notice of Delinquent Toll Evasion Violation.						
1244	The Contractor shall provide the capability for the violator to upload file(s) supporting the dispute and automatically associate those files to the Case.						
1245	The Contractor shall provide the capability for violators to make a payment and have it applied towards a specific item on the account or the entire balance due, for example Violation Notices, penalties and fees.						
1246	The Contractor shall provide the capability to Configure whether or not to allow partial payments for Violation-related activity.						
1247	The Contractor shall provide the capability to allow for the payment of Violations and an account replenishment with one payment.						

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1248	The Contractor shall provide the capability for a customer to intuitively and efficiently add the violating license plate/vehicle to an account, for which they have login access, and have the BOS verify to the customer that the license plate has been added and the transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot Post to the account or the license plate cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.						
1249	The Contractor shall provide the capability, in accordance with the Business Rules, for a customer to intuitively and efficiently establish an account via a "sinner to saint" process offered to violators that meet certain criteria. The BOS shall verify that the account has been created, the license plate/vehicle has been added and transactions/trips have Posted. Provide the capability to notify the customer of any fees and assess those fees to the account in accordance with the Business Rules. If the transactions/trips cannot Post to the account or the license plate/vehicle cannot be added, in real time the BOS shall notify the customer of the issue and ask the customer to contact the CSC.						
1250	The Contractor shall provide the capability that once a Violation transaction/trip is transferred to an account, all other eligible Violations automatically transfer to the account in Accordance with the Business Rules.						
1251	The Contractor shall provide the capability during the Violation payment process to notify Interoperable/CTOC Agency customers of the process and time constraints for updating their account to allow for the Posting of the transactions/trips to their account through the Interoperable/CTOC Agency.						
1252	The Contractor shall provide the capability to allow for a primary and secondary Credit Card and provide a processing sequence for when to process each or let the customer select via the website for a one-time payment.						
1253	The Contractor shall provide the capability for Violation transaction/trip payments using only the license plate number, Plate Type, Jurisdiction and/or other information (Configurable and based on Business Rules) for authentication.						
1254	The Contractor shall provide the capability to prevent customers from making payments in excess of a Configurable amount based on account type.						
1255	The Contractor shall provide the capability to configure whether or not customers are allowed to make payments to their accounts for amounts in Collections.						
1256	The Contractor shall provide the capability to display a confirmation page that includes payment method details (Credit Card numbers obscured) and amount to be paid prior to customer being allowed to submit a payment.						
1257	The Contractor shall provide a clear summary of charges to be processed and require customer confirmation prior to processing payment.						
1.12.1.4. Vehicles, License Plates and Transponders							
1258	The Contractor shall provide the capability for customers to request and pay (sale) for new transponders.						
1259	The Contractor shall provide the capability for the customer to request a replacement transponder indicating which transponder is being replaced and the BOS should automatically determine the age of the transponder to determine if there is a charge for the replacement according to the Business Rules.						

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1260	The Contractor shall provide the recommended number and types of transponders in accordance with the customer request and the Business Rules.						
1261	The Contractor shall provide the capability to identify vehicles which require an external transponder and Flag them for an external headlamp transponder.						
1262	The Contractor shall provide the capability for customers to deactivate a transponder.						
1263	The Contractor shall provide the capability to allow for the deactivation of a transponder and reactivation of a transponder.						
1264	The Contractor shall provide the capability for customers to add, delete and update a beginning and end date/time for a specific vehicle and license plate at the account level. For example, a customer may wish to add a vehicle on the account for a limited amount of time.						
1265	The Contractor shall provide the capability to identify temporary plates and include the expiration date for use in reminding the customer to provide the permanent plate. The temporary plate and permanent plate shall be properly linked with the vehicle and account to facilitate proper System processing and customer service.						
1266	The Contractor shall provide the capability for customers to add a license plate number to an account with a back dated start date and time. The allowable back date period shall be Configurable. Upon back dating provide the customer with the amount due allowing for a one-time payment for the amount due or payment from the prepaid balance.						
1267	The Contractor shall provide the capability for customers to add, delete and manage vehicles.						
1268	The Contractor shall provide drop down lists of vehicle makes and models.						
1269	The Contractor shall provide the capability to inform the customer at the time of addition if a vehicle plate is active on another account and have them confirm that they want to continue with the addition.						
1270	The Contractor shall provide the capability to identify motorcycle vehicle plates using the DMV plate configuration and Flag them for an external headlamp transponder.						
1271	The Contractor shall provide the capability to allow the customer to indicate a disabled plate or disabled veteran plate and upload the required supporting documentation and flagging the account for approval by a CSR.						
1272	The Contractor shall provide the capability to identify qualified clean air vehicles through the DMV file or customer provided documentation through a document upload and Flag for Clean Air Vehicle validation.						
1273	The Contractor shall provide the capability (Configurable) for customers to upload a file with vehicles and associated information, using an intuitive and user-friendly process that supports multiple data formats, for example delimiter-separated data or Excel. Functionality shall include but not be limited to:						
	· a browse button to locate the file;						
	· validation of the file prior to import (invalid files shall not be imported, and an error message shall be presented);						
	· on-screen feedback of successful processing by indicating the number of vehicles imported and						
	· send email Notification of successful import.						
1274	The Contractor shall provide a downloadable sample vehicle file and data definition document with instructions for each supported format.						
1275	The Contractor shall provide detailed instructions regarding the process to upload vehicle information.						
	The Contractor shall provide the capability to automatically identify account(s) associated with a license plate being added to an account, including but not limited to:						

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1276	<ul style="list-style-type: none"> · violator account with unresolved Violations; · accounts in bad standing; · accounts closed in bad standing; · accounts with debt in Collections; · accounts in bankruptcy and · accounts where the license plate is active on another account. 						
1277	The Contractor shall provide the capability to either (determined during design) automatically initiate a Case and direct the customer to call the CSC or get a warning and allow the customer to proceed when the license plate they are attempting to add to their account is active on another account, other than a rental car account.						
1.12.1.5. Notifications							
1278	The Contractor shall provide the capability for customers to log in, view and print the Notifications associated with their account.						
1279	The Contractor shall provide the capability for customers to view and print past account statements or invoices, or to generate an on-demand account statement or invoice (in both PDF or CSV formats), based on selection criteria for all account types.						
1280	The Contractor shall provide the capability for violators to view and print Violation Notices including all associated Violation images.						
1281	The Contractor shall provide the capability to access Violation Notices, citations and/or collection letters associated with Unregistered accounts and make payments. These documents can be accessed by the violator using the vehicle license plate number and Jurisdiction and the violator account number (or other information to be defined during the Implementation Phase).						
1282	The Contractor shall provide the capability upon logging into the account, provide the customer with customized special messages regarding their account such as credit card expired, payment declined, temp plate expired, pay by plates occurring on a specific vehicle.						
1283	<p>The Contractor shall provide the capability to display Notifications (Configurable), including but not limited to:</p> <ul style="list-style-type: none"> · allowable Flags related to the account; · transponder in certain status, for example, lost or stolen; · dispute status; · payments and · other information which the Authority wants presented to the customers and other website visitors. 						
1.12.1.6. Website – Other Functionality							
1284	The Contractor shall provide the capability to view transactions history and associated vehicle images for each Image-Based Transaction/Trip. The Contractor shall properly address PII compliance during design.						
1285	The Contractor shall provide the capability to initiate disputes.						
1286	The Contractor shall provide the capability for a customer to upload a file, including pdf, all Microsoft Excel and Word files, text files, all types of image files and csv files, and have it associated to the account and Case, if applicable. Such uploads shall be structured within a specific process where a category can be assigned and a Case opened for an Authorized User to verify, for example additional evidence for a dispute, or police report for a stolen vehicle.						

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1287	The Contractor shall provide the capability to limit the types of transactions, screens and activities customers can access via the Self-Service Website based on account type, including but not limited to: · account Flags; · account balance; · account status; · based on Security Standards and PII and · based on Business Rules.						
1288	The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the Self-Service Website.						
1289	The Contractor shall provide the capability for customers to enroll in various Account Plans.						
1290	The Contractor shall provide the capability for customers to enter promotion codes on their accounts.						
1291	The Contractor shall provide the capability for customers to set "opt in" and "opt out" options for certain Notification types, including but not limited to: · statements; · account -related Notifications; · texts; · marketing/newsletters and · customer surveys.						
1292	The Contractor shall provide the capability for customers to enter requests or customer feedback and add a feedback category via drop-down menu options.						
1293	The Contractor shall provide the capability to open a Case.						
1294	The Contractor shall provide the capability to create Cases for customer requests including but not limited to: · requests for new accounts; · toll charges to their account; · general customer requests via "contact us"; · inventory requests; · disputes and · request for call back.						
1295	The Contractor shall provide the capability to view Case(s) associated with the account.						
1296	The Contractor shall provide secure chat capabilities where account holders can exchange messages with an Authorized User.						
1297	The Contractor shall provide page(s) for information on hours of operation and locations for WICS.						
1298	The Contractor shall provide page(s) for information on hours of operation and phone numbers for the CSC.						
1299	The Contractor shall provide page(s) for general information about tolls and toll collection.						
1.12.2.	Self-Service Mobile Application (Phase II and Optional)						
	The Contractor shall provide a Self-Service Mobile Application.						
1300	The Contractor shall provide a Self-Service Mobile Application specifically designed to operate with smartphones and tablets.						
1301	The Contractor shall provide the capability to access the native functionality of the mobile device to provide enhanced account management and payment functionality. For example, access to the camera or to mobile payment options.						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1302	The Self-Service Mobile Application shall provide the same functionality and informational pages as the Self-Service Website, including but not limited to:						
	· all account update functions;						
	· all account transaction, payment and other history;						
	· all payment functionality;						
	· all notification functionality;						
	· all transponder management functionality;						
	· informational pages and · other functionality determined during the Implementation Phase.						
1303	The Contractor shall provide native mobile application capabilities on the Self-Service Mobile Application, including but not limited to:						
	· push Notifications and						
	· location-based Services.						
1304	The Self-Service Mobile Application shall provide access to the top five (5) United States mobile payment applications, as Approved by the Authority's, that require access to device specific functions.						
1305	The Contractor shall provide the capability for processing of all potential payments as well as account replenishment via the implemented mobile payment applications.						
1306	The Contractor shall provide a Self-Service Mobile Application that supports the addition of sponsored ads Approved by the Authority.						
1.13. Customer Contact Systems							
1.13.1. Telephony Systems Requirements							
	The Contractor is required to provide, operate and maintain the telephony system at all CSC and WIC locations (with the exception of the OCTA Store WIC).						
1307	The Contractor shall provide a telephony system including an automated call distributor (ACD) that is fully integrated with the BOS for capable of simultaneously handling inbound/outbound customer calls, all CSC Operations calls and on-site BOS personnel internal calls. The telephony system shall be capable of meeting all current and future capacity Requirements.						
1308	The telephony system shall meet all future capacity requirements.						
1309	The Contractor shall provide a telephony system meeting the following, including but not limited to:						
	· fully integrated with the functional BOS;						
	· fully integrated into the Desktop Environment;						
	· fully integrated into all CSC Operations Facilities and · supports all related functional Requirements contained herein.						
1310	The Contractor shall provide a telephony system which is designed to meet the Performance Measures and availability Requirements.						
1311	The Contractor shall provide sufficient Session Initiation Protocol (SIP), or equivalent, to support 200 percent of the anticipated call volumes.						
1312	The Contractor shall provide a real-time telephony dashboard that allows the Authority and CSC management to monitor the call handling performance.						
1313	The Contractor shall provide full integration between the telephony system and the BOS, including but not limited to:						
	· association of all customer inbound/outbound calls with the account;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	<ul style="list-style-type: none"> association of detail regarding the customer contact with the account, for example, wrap codes and ad-hoc Authorized User entered information and the availability, via the BOS application account screens, of all customer contact records. 						
1314	The Contractor shall provide the capability for the telephony system to be trained to identify key words/phrases and notify an Authorized Users in real-time or upon request.						
1315	The Contractor shall provide an integrated CSR quality review functionality such that the reviewer can listen to the call, watch the recorded screen movements and score the call against the Configured criteria.						
1316	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the call.						
1317	The Contractor shall provide the capability for Authorized Users to add/delete/modify survey questions for an after-call survey.						
1318	The Contractor shall provide the capability for the telephony system to provide a survey for the customers after the call.						
1319	The Contractor shall provide the capability for Authorized Users to obtain the results of the after-call survey.						
1320	<p>The Contractor shall provide the capability to allow a supervisor to monitor or participate in real time the phone conversations between the CSR and the customer and view CSR screen navigations, including but not limited to:</p> <ul style="list-style-type: none"> just listen; listen and talk only to CSR (coach) and participate in a three-way call with the customer. 						
1321	The Contractor shall provide the capability for the Authority to remotely and non-intrusively monitor live calls.						
1322	<p>The Contractor shall provide the capability for the Authority to remotely review all recorded calls randomly of specifically categorized by, including but not limited to:</p> <ul style="list-style-type: none"> CSR; call subject; specific customer account; call date/time; escalation and customer behavior. 						
1323	The Contractor shall provide the capability for English and Spanish language options.						
1324	The Contractor shall provide automated call routing based on customer selections. For example, if the customer selects the Spanish language option and then wishes to pay a Violation Notice, the call is sent to a Spanish-speaking CSR with the ability to accept payments.						
1325	The Contractor shall provide automated call distribution, including conditional routing to qualified Authorized Users.						
1326	<p>The Contractor shall provide for call routing based on conditions, including but not limited to:</p> <ul style="list-style-type: none"> time of day; day of week; Holiday schedule; planned outage; wait times (Configurable) and 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	· call volumes (Configurable).						
1327	The Contractor shall provide the capability for Authorized Users to configure the relevant parameters related to call handling, including but not limited to:						
	· service levels;						
	· skill levels;						
	· language selection;						
	· phone number and hours of operation for contact center;						
	· locations of WICs;						
	· remote/other call handling locations;						
	· conditional escalations;						
	· prioritization of queues;						
	· call routing rules;						
	· call recording rules;						
	· call wait-time rules;						
· music on hold selections and · message on hold selections.							
1328	The Contractor shall provide the capability to specify and manage service levels.						
1329	The Contractor shall provide the capability to notify Authorized Users regarding service level performance.						
1330	The Contractor shall provide the capability to automatically move contacts between service groups to meet service levels and key performance indicators.						
1331	The Contractor shall provide the capability to prioritize contacts.						
1332	The Contractor shall provide the capability to reprioritize contacts in queue.						
1333	The Contractor shall provide the capability to restrict outbound calling to only specific users.						
1334	The Contractor shall provide the capability to make outbound pre-recorded calls.						
1335	The Contractor shall provide the capability to manage outbound call campaigns.						
1336	The Contractor shall provide the capability to manually initiate automated outbound calls to accounts that meet specified criteria (for example, initial collections activities based on information provided by the Collections Agencies).						
1337	The Contractor shall provide the capability for Authorized Users to be designated for both outbound and inbound calling.						
1338	The Contractor shall provide the capability to record and activate new initial messages to be heard by all callers, for example Maintenance messages that the IVR is down or that the CSC is closing early.						
1339	The Contractor shall provide the capability for virtual queuing, which allows customers to hang up while still keeping their place in the queue and receive a call a back when it is their turn rather than waiting on hold.						
1340	The Contractor shall provide the capability to notify callers of the estimated wait time either on hold or for a call back.						
1341	The Contractor shall provide expected wait time messages during the time the customer is on hold.						
1342	The Contractor shall provide recorded audio while customers are on hold.						
1343	The Contractor shall provide the capability to record messages to be played to on-hold customers.						
1344	The Contractor shall provide for the interspersing of music for pre-recorded on-hold messages.						

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1345	The Contractor shall provide computer telephony integration to the BOS to display the user account, including but not limited to: · screen pop based on inbound caller ID; · screen pop based on caller-entered information and · screen pop notifying CSR that customer has successfully authenticated.						
1346	The Contractor shall provide the capability for all inbound and outbound calls to be recorded.						
1347	The Contractor shall provide the capability to prevent recording, transmitting, or storage of Credit Card information within or through the BOS or OCTA network, for example, for the purpose of tokenization, transfer the warm call to the Merchant Service Provider for payment and once payment is completed transfer back to CSR.						
1348	The Contractor shall provide workforce management tools, including but not limited to: · forecasting contact volume based upon historical trends; · managing key performance indicators; · dashboard monitoring of key performance indicators; · real-time reports for monitoring key performance indicators and · call recording on demand or automatically.						
1349	The Contractor shall provide supervisory management tools, including but not limited to: · manage call recording profile by Authorized User; · chat electronically with Authorized Users; · silently monitor calls; · initiate a three-way call; · remove the Authorized User from the call; · access real-time agent performance statistics and · access real-time group performance statistics.						
1350	The Contractor shall provide the capability for Authorized Users (for example Authority staff) to remotely access real-time and historical performance information, including but not limited to: · overall customer call queue information; · all wait time and call handling times; · specific call queue information, for example, information about only the Spanish queue or the dispute queue; · chat queue information; · key performance indicators and · active Authorized Users.						
1.13.2.	IVR System						
	The IVR System allows allow customers to perform all actions that they might ask of a CSR with the exception of certain functions that are specific to the role of an Authorized User, for example adding certain Account Plans or changing the name on an account. The IVR must provide all required functions in both English and Spanish.						
1351	The Contractor shall provide sufficient IVR processing capacity to support 200 percent of the anticipated call volumes and shall have the capability to provide additional capacity on-demand.						
1352	The Contractor shall provide the capability to configure the IVR System, including but not limited to: · allowable number of failed authorization attempts; · allowable number of invalid responses and						

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	allowable idle time.						
1353	The Contractor shall provide the capability to view and configure the phone tree in graphical manner.						
1354	The Contractor shall allow for custom IVR messages to be immediately recorded and inserted as needed and requested.						
1355	The Contractor shall provide the capability for standard messages to be rotated in the IVR as needed or requested.						
1356	The Contractor shall provide the capability for an Authorized User to have role-based access to the system to make all types of common IVR changes.						
1357	The Contractor shall provide directed dialog natural language speech recognition for all IVR services, recognizing the customers voice for identity verification, option selections, navigation and customer-provided information such as account information, Violation number, plate number, etc., and for customer accessing of account and all other information provided by the IVR.						
1358	Support bi-lingual (English and Spanish) interaction, and the Contractor shall provide the interface that supports bi-lingual options for customer interaction.						
	Support various modes of operation, including but not limited to:						
	· CSC open hours when the IVR and CSR options are available to service the customer;						
1359	· CSC off-hours when only the IVR is available to service the customer and						
	· conditions where the BOS is not functional, CSC is not open for operations, but the IVR System is operational.						
1360	The Contractor shall provide the capability to verify customer identity and authorization prior to transferring the customer to a CSR. The verification authorization process shall be automated to minimize any delays for the customer.						
1361	The Contractor shall provide the capability to pop-up the customer account or Violation information on the BOS screen so the CSR has all the pertinent information available prior to the call being received by the CSR.						
1362	The Contractor shall provide for the retention of account number, Violation Notice number or other entered information (excluding any Credit Card information) to be made available to the CSR who takes the call should the customer exit the IVR and wish to speak to a CSR.						
1363	The Contractor shall provide the capability for the caller to execute multiple options within the same call, for example return to previous menu and repeat prompt options.						
1364	The Contractor shall provide English and Spanish speaking customers the ability to respond to the IVR by pressing designated keypad buttons on their phone or saying a response.						
1365	The Contractor shall provide a single IVR recording voice talent per supported language and have consistency in voice volume and intonation throughout the Operations and Maintenance Phases.						
1366	The Contractor shall provide the capability to fully integrate with the Merchant Service Provider Credit Card information while maintaining compliance with tokenization and PCI DSS Requirements.						
1367	The Contractor shall provide the capability for customers to manage their account.						
	The Contractor shall provide the capability for customers to access the account using the PIN and one other piece of information, including but not limited to:						
	· caller ID (ANI);						
1368	· account number;						
	· license plate number;						
	· transponder number and						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	· Violation Notice number.						
1369	The Contractor shall provide the capability to limit the types of transactions and activities customers can access via the IVR based on account types, including but not limited to:						
	· account Flags;						
	· account balance;						
	· account status;						
	· Account Plan;						
	· account type and						
	· Business Rules.						
1370	The Contractor shall provide the capability for customers to add, edit and remove Credit Cards associated with the account.						
1371	The Contractor shall provide the capability for customers to make a one-time payment to the account.						
1372	The Contractor shall provide the capability for customers to enroll in auto replenishment and configure replenishment information.						
1373	The Contractor shall provide the capability for customers to make a payment using an existing payment method on the account without having to re-enter the payment method information.						
1374	The Contractor shall provide the capability to accept Credit Card payments via tokenized method.						
1375	The Contractor shall provide the capability to prevent customers from making payments in excess of an amount based on account type (Configurable).						
1376	The IVR shall not store any of the Credit Card information that is input, including in recordings and logs.						
1377	The Contractor shall provide detailed tracking of payments processed via the IVR.						
1378	The Contractor shall provide an audio summary for the customer, including payment method details (last specific number of digits on the Credit Card) and amount, and request confirmation prior to allowing the customer to submit a payment.						
1379	The Contractor shall provide the capability for customers to make a payment and have it applied toward the account balance or a specific item on the account.						
1380	The Contractor shall provide the capability for violators to make a payment and have it applied toward a specific item on the account.						
1381	The Contractor shall provide the capability for customers to obtain the last "x" number of toll transactions (Configurable).						
1382	The Contractor shall provide the capability for customers to obtain the last "x" number of Financial Transactions (Configurable).						
1383	The Contractor shall provide the capability for customers to obtain the balance on the account.						
1384	The Contractor shall provide the capability for customers to request statements with the option to select the delivery method.						
1385	The Contractor shall provide the capability for customers to add, edit and remove vehicles and license plates from the account.						
1386	The Contractor shall provide the capability for customers to order transponders and mounting strips.						
1387	The Contractor shall provide the capability for customers to report lost/stolen transponders.						
1388	The Contractor shall provide the capability for customers to update the PIN.						
1389	The Contractor shall provide the capability for customers to hear Notifications that have been sent.						
1390	The Contractor shall provide the capability for customers to receive a confirmation by preferred channel when account updates or payments are made via the IVR.						

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1391	The Contractor shall provide the capability to automatically create a contact record in the account history for contacts made via the IVR.						
1392	The Contractor shall provide IVR System reports that help determine how the IVR is functioning and its effectiveness, including but not limited to:						
	· the number of calls routed to the IVR;						
	· abandon rate;						
	· account Maintenance activities performed;						
	· payments processed;						
	· transaction history accessed;						
	· customer support requests;						
	· general information obtained and						
· the number of calls transferred to a CSR from the IVR.							
1.13.3. Email							
1393	The Contractor shall provide the capability to service and manage inbound/outbound customer emails.						
1394	The Contractor shall acquire new email domains Approved by the Authority for use by the new BOS;						
1395	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the email.						
1396	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.						
1397	The Contractor shall provide the capability to estimate and/or program the response time to a customer's email.						
1398	The Contractor shall provide the capability to send e-blast emails to all customers with an email address.						
1399	The Contractor shall provide the capability for English and Spanish language options.						
1400	The Contractor shall provide automated email distribution, including conditional routing to qualified Authorized Users.						
1401	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in email communication.						
1402	The Contractor shall provide full integration between the email system and the BOS in association with the account such that emails are able to be viewed from the customer account in BOS.						
1403	The Contractor shall provide automated reporting of all email correspondence by subjects (wrap codes) and response times.						
1.13.4. Fax							
1404	The Contractor shall provide the capability to service and manage inbound/outbound customer faxes.						
1405	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the fax.						
1406	The Contractor shall provide full integration between the fax system and the BOS in association with the account such that faxes are able to be viewed from the customer account in BOS.						
1407	The Contractor shall provide automated reporting of all fax correspondence by subjects (wrap codes) and response times.						
1.13.5. Chat							
1408	The Contractor shall provide the capability to service and manage inbound customer chat sessions.						
1409	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the chat.						
1410	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1411	The Contractor shall provide the capability to estimate and/or program the response time to a customer's chat request.						
1412	The Contractor shall provide the capability to configure the ability to respond to multiple chat sessions concurrently.						
1413	The Contractor shall provide the capability to provide a survey for the customers after the chat.						
1414	The Contractor shall provide the capability for English and Spanish language options.						
1415	The Contractor shall provide the capability for the customer to have a full record of the entire chat session emailed to them.						
1416	The Contractor shall provide the capability to record the full chat session.						
1417	The Contractor shall provide automated chat request distribution, including conditional routing to qualified Authorized Users.						
1418	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in chat sessions.						
1419	The Contractor shall provide full integration between the chat system and the BOS in association with the account such that chats are able to be viewed from the customer account in BOS.						
1.13.6. Text							
1420	The Contractor shall provide the capability to service and manage inbound customer text sessions.						
1421	The Contractor shall provide the capability for CSRs to select and enter the reason(s) for the text.						
1422	The Contractor shall provide the capability to respond to customer inquiries with pre-completed (canned) responses that provide variable inputs.						
1423	The Contractor shall provide the capability to estimate and/or program the response time to a customer's text request.						
1424	The Contractor shall provide the capability to provide a survey for the customers after the text.						
1425	The Contractor shall provide the capability for English and Spanish language options.						
1426	The Contractor shall provide the capability to record the text responses.						
1427	The Contractor shall provide automated text distribution, including conditional routing to qualified Authorized Users.						
1428	The Contractor shall provide the capability to prevent recording or accepting of Credit Card information in text communication.						
1429	The Contractor shall provide full integration between the text system and the BOS in association with the account such that text messages are able to be viewed from the customer account in BOS.						
1.14. Financial Requirements							
	These financial Requirements describe the functionality that must be present in the BOS for the Authority to service customers and to record financial activity related to the BOS in its general ledger system.						
	The Authority use a modified accrual method of accounting and prepare financial statements in accordance with GAAP and GASB using a June 30 Fiscal Year end.						
	It is important that revenues associated with tolls are presented separately from other revenues (for example, fees and fines) and separated by Toll Facility. The Authority utilizes reports detailing historical collections to analyze and estimate future revenues from Violations. For this reason, it is important that the reporting enables the Authority to analyze the period in which Violations occurred versus the period in which those Violations were paid.						

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	Prepaid tolls shall be deposited to a Bank Account held by the Authority until such time as an action on the account causes such funds to be depleted. Such actions include but are not limited to: customer incurring tolls on an OCTA Toll Facility; customer incurring tolls on an Interoperable Agency Toll Facility; account incurring a fee; returned check being processed on the user account; customer requesting a refund and customer requesting account closure.						
	The BOS is the conduit between the Authority and customers; Interoperable Agencies, and Third-Party Service Providers. The Contractor shall reconcile all transactional and financial interactions between the BOS and customers; Interoperable Agencies and Third-Party Service Providers. The Contractor also shall also reconcile all transactional and financial interactions between the BOS and the Authority.						
1.14.1.	General Financial Requirements						
	Financial reports shall not change once the Revenue Day is closed. The Revenue Day is typically closed by a semi-automated process once a series of reconciliations is performed to ensure all transactions have been appropriately received and processed. While immaterial variances and discrepancies (for example, if a handful of transactions were not processed) may be corrected after the Revenue Day has been closed, material discrepancies (for example, an entire unprocessed payment or transaction file) must be corrected before the Revenue Day is closed. Once the Revenue Day is closed, any adjustments or corrections to transactions that occurred in that Revenue Day must be made in the current Revenue Day.						
	The Authority does not intend to use the BOS as its general ledger system, nor does the Authority intend to feed data from the BOS automatically to its general ledger. The Authority intends to use exports and reports from the BOS to record the financial entries into the Authority's financial system. The BOS must utilize GAAP-compliant methods to record financial activity between the Toll Facilities and the BOS and between the BOS and customers; Interoperable Agencies and Third-Party Service Providers.						
1430	The Contractor shall provide an integrated, Configurable, GAAP-compliant accounting Module for all transactions.						
1431	The Contractor shall provide for double entry recording of all Financial Transactions.						
1432	Separate financial data shall be maintained for each CTOC Agency, each Interoperable Agency, each Collection Agency and each Third-Party Service Provider.						
1433	The Contractor shall create automatic journal entries for recording and tracking all transactions and payment events.						
1434	The Contractor shall develop a journal entry template for every BOS transaction that impacts revenue, liability balances (for example, Registered or Unregistered accounts) or asset balances (for example, accounts receivable) to be Approved by the Authority.						
1435	The Contractor shall provide an audit trail for each transaction, which shall reflect the source of each transaction, all adjustments to the transaction and the current status of the transaction and/or the final disposition of the transaction.						
1436	Every payment that resulted in a receivable being marked paid shall be traceable to the receivable(s) it paid.						
1437	Every paid receivable shall be traceable to one or more payments that were allocated to its payment.						
1.14.2.	Transaction Recording						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	Toll transactions are initiated by an originating Toll Facility through transmission of a transaction/trip from the ETTM System, through a CTOC Interface or through an Interoperable Agency Interface to the BOS and Posted to user accounts or otherwise processed. The Authority is currently Interoperable with all California toll agencies through their participation in CTOC. The Authority intends to become Interoperable with other Interoperable Agencies outside of CTOC during the Term of the Agreement. These transactions also are Posted against the Financial Accounts. These include transactions such as a toll or a fee and the transaction activities that affect them, such as billing a transaction or sending it to collections. All transactions and transaction activities are recorded against Financial Accounts.						
1438	Record all BOS activities, including but not limited to: <ul style="list-style-type: none"> · when a new transaction/trip is received from the ETTM System; · when an amendment is made to a transaction/trip by the BOS; · when an amendment is made to a transaction/trip by a Collection Agency; · when a new or amended transaction is received from a CTOC Agency; · when a new or amended transaction is received from an Interoperable Agency; · when a fee, penalty or any transaction is assessed by the BOS; · when a fee, penalty or any transaction is collected; · when a fee, penalty or any transaction is waived, voided or otherwise reversed; · when a fee, penalty or any transaction is adjusted and · when there is a change in the status or workflow stage of a fee or penalty or another transaction. 						
1439	All entries to the BOS shall consider payable and receivable balances between, including but not limited to: <ul style="list-style-type: none"> · the customer and the BOS; · the BOS and the Authority; · the BOS and Collection Agency; · the BOS and CTOC Agencies; · the BOS and Interoperable Agencies and · the BOS and Third-Party Service Providers. 						
1440	The BOS shall provide the capability of recording a payable to or receivable from the Authority, a Collection Agency, a CTOC Agency, an Interoperable Agency, or a Third-Party Service Provider simultaneously with the recording of a customer payment against a transaction.						
1441	Create all financial entries as individual records, which may be used in combination with other financial entries to make a net effect, but do not allow the original entry to be modified.						
1442	Ensure each debit entry to a Financial Account has a corresponding and equal credit amount and each credit entry to a Financial Account has a corresponding and equal debit amount so the Financial Accounts balance at all times.						
1443	The Contractor shall provide reports in summary and in detail on the Financial Accounts. BOS reports shall be provided that reconcile to the Financial Accounts.						
1.14.2.1. Fee and Penalty Transaction Recording							
	Fees and penalties are charged to customers at a variety of different escalations in status or workflow stage, including but not limited to: <ul style="list-style-type: none"> · when a Notice of Toll Evasion Violation is generated; · when a Notice of Delinquent Toll Evasion Violation is generated; · when transactions/trips are accepted for Registration Hold; 						

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No.	Requirements	Required Inputs					
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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O- Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	· when transactions/trips are sent to Collections and						
	· when a FasTrak account is sent to Collections.						
	Fees may also be charged when certain transactions/trips are Posted to an account, including but not limited to returned checks, non-sufficient funds (Credit Cards) chargebacks, failed FasTrak account replenishment, Excessive I-Tolls and for accounts below the Insufficient Balance Threshold.						
	Fees and penalties can be incurred at the trip level or at the account level.						
1.14.3.	Customer Transaction Settlement						
	Customer transaction settlement is the payment of tolls, fees and penalties by the customer. Customer transaction settlement also includes any payment reversals, chargebacks and refunds.						
	Funds collected from customers and Interoperable facilities are deposited into Bank Account(s) established by the Authority. Payments are issued from these accounts(s) including:						
	1. Customer Refunds issued by check to customers.						
	2. Payments are made to Interoperable facilities.						
	3. Funds are deposited and held in a BOS Bank Account until refunded to customers, paid to Interoperable Agencies or distributed to the Authority.						
1.14.3.1.	Customer Payments						
	Payments and other receipts shall be processed by the BOS in accordance with the following Requirements:						
1444	Payments are collected from the following payment sources. The number and names of payment sources shall be Configurable and include but are not limited to:						
	· merchant accounts;						
	· DMV;						
	· Collections;						
	· Lockbox (optional);						
	· check payments;						
	· cash payments (processed at WICs);						
	· Interoperable Agencies and Franchise Tax Board.						
1445	The Contractor shall provide the capability to establish deposit accounts within the BOS and map those deposit accounts to BOS Modules, including but not limited to Financial Account, deposit reports and bank reconciliation. For example, deposits to the Lockbox Bank Account (if the Contractor elects to use one) are recorded in the Financial Account associated with the Lockbox Bank Account.						
1446	The Contractor shall provide the capability to map deposits by payment source to default Bank Accounts. For example, deposits received from the Merchant Service Provider are mapped in the BOS as received from the Merchant Service Provider and being deposited to the Bank Account to which the Merchant Service Provider makes its deposits.						
1447	The Contractor shall provide the capability to capture the bank deposit date and associate it with the payment transaction.						
1448	Funds shall be disbursed from the following payment sources. The number of names of payment sources shall be Configurable and include but are not limited to:						
	· customer Refund Account;						
	· Interoperable Agency and Authority remittance account.						

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1449	The Contractor shall provide the capability to establish disbursement accounts within the BOS and map those disbursement accounts to BOS Modules, including but not limited to Financial Account, disbursement reports and bank reconciliation.						
1450	The Contractor shall provide the capability to map disbursements by disbursement type to default disbursement accounts.						
1451	Payments shall be applied to account balances on a Configurable basis (default order is automatically assigned by the BOS).						
1452	The default Posting order can be manually overridden by Authorized Users.						
1.14.3.2. Disbursements							
	Disbursements will be made to customers for overpayments and refunds and also made to the Authority, CTOC Agencies, Interoperable Agencies, and Third-Party Service Providers.						
1453	The BOS shall support the processing of disbursements, including but not limited to:						
	· customer refunds;						
	· settlement with the Authority;						
	· settlement with CTOC Agencies;						
	· settlement with Interoperable Agencies, and						
1454	The Contractor shall provide the Configurable capability to automatically identify accounts that are eligible for refund processing and present those refunds for review and approval based on various activities on the account (require review before a refund would be processed), including but not limited to:						
	· closing of an account;						
	· unapplied payments (for example, a payment that has been received and deposited but cannot be Posted to an account and needs to be refunded);						
	· overpayment on an account and there are no outstanding Violations or unbilled tolls that need to be paid and						
	· overpayment of a Violation and there are no other outstanding Violations or toll transactions/trips that need to be paid.						
1455	The Contractor shall provide the capability for an optimized and streamlined (minimized number of steps) process for refunds based on the original transaction and confirm such refunds are reflected on the user account history. For example, upon receipt of a customer request to close an account and after the appropriate waiting period has elapsed, an Authorized User shall have the capability to Approve a refund without the need to research and indicate refund method and, in the case of Credit Card refunds, select or input the card number; the BOS shall have the capability to automatically allocate Approved refunds to the correct refund type and card number.						
1456	The Contractor shall provide the capability to issue refunds to the payment method that was used to create the credit balance.						
1457	The Contractor shall provide the capability to issue electronic refunds (for example, by Credit Card) to the Credit Card used to make the payment, including but not limited to those Credit Card that are not stored on the user account. For example, the BOS can utilize a payment reference number to trace back to a payment method without the need for the BOS to retain the card information.						

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1458	The Contractor shall provide the capability to issue refunds by check if the account does not provide for an electronic method or if the electronic method is invalid (for example, if the Credit Card is expired).						
1459	If required in order to comply with the merchant agreement or any other agreements or regulations, the Contractor shall provide the capability to issue a single refund using more than one payment method. For example, a single refund amount may be issued to multiple Credit Cards and/or by check.						
1460	The Contractor shall provide the capability to issue refunds by check for overpayments on, including but not limited to:						
	· prepaid tolls;						
	· Violations;						
	· fees and · penalties.						
1461	The Contractor shall provide the capability to prevent refunds of greater than the amount of the original transaction amount or the prepaid balance, adjusted for overpayments and any prior refunds.						
1462	The Contractor shall provide the capability for automated processing of Approved refunds after a Configurable hold period.						
1463	The Contractor shall provide the capability to send an Operational Alert Notification to the PMMS when eligible refunds are due.						
1464	The Contractor shall provide the capability to expedite a refund if the customer requests to have a refund issued before the Configurable hold period has elapsed, for example when a customer is due a refund because a check was cashed for the wrong amount due to CSR error.						
1465	The Contractor shall provide the capability to require authorized approvals for refunds. For example, refunds in excess of a Configurable amount or refunds for goodwill credits for which there is no associated payment are routed for approval through Cases.						
1466	The Contractor shall provide the capability to track and associate all refunds to the original payment on the account.						
1467	The Contractor shall provide the capability to display detailed Credit Card settlement activity for refunds by payment method.						
1468	The Contractor shall provide the capability to prevent the automatic issuance of refunds if the account has an outstanding balance due; such refunds require the approval of an Authorized User through Cases.						
1469	The Contractor shall provide the capability to send a refund Notification electronically and/or by mail to all customers who are issued a refund.						
1.14.3.3. Escheatment (unclaimed property)							
	The BOS shall allow for comments to be entered in accounts that are eligible for Escheatment and a Flag shall be available to indicate when an account was subjected to Escheatment procedures.						
1470	The Contractor shall provide the capability to enter comments and update statuses and Flags to indicate that an account was subjected to Escheatment procedures.						
1471	The Contractor shall provide the capability to identify any unclaimed funds as candidates for the Escheatment process.						
1472	The Contractor shall provide the capability to identify any unclaimed funds as subjected to the Escheatment process.						
1.14.3.4. Write-Off of Unpaid Balances							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	The BOS shall have the capability of processing Write-Offs at the Authority's discretion. The BOS must accommodate both automatic and manual Write-Off of unpaid balances and Toll Transactions. These Write-Offs will include bulk Write-Offs of a group of transactions which meet Configurable criteria and individual transactions/debts. This process shall be conducted in an efficient and streamlined manner. The BOS shall provide reporting detailing balances subject to Write-Off and the details of the transactions/debts written-off.						
1473	The Contractor shall provide the functionality to accept payment on transactions/trips that have been written-off, for example reverse the Write-Off in the amount of the payment and apply the payment.						
1474	The Contractor shall provide for Write-Off codes which shall provide the selection of a Write-Off reason for each transaction.						
1475	The Contractor shall provide for the Write-Off of individual transactions by Authorized Users.						
1476	The Contractor shall provide for the bulk Write-Off of transactions by Authorized Users.						
1477	The Contractor shall provide the capability for the BOS to automatically Write-Off transactions/debts based on Business Rules, for example, Write-Off balances after X Configurable days if no action.						
1478	The Contractor shall provide for the cessation of status or workflow stage and collection effort following Write-Off.						
1479	The Contractor shall provide the capability to require a reason for each Write-Off, for example, debt reduction negotiation or debt older than "x".						
1480	The Contractor shall provide the capability for the BOS or the applicable Authorized User to select the appropriate Write-Off reason.						
1481	The Contractor shall provide the capability to search for types of debt and Write-Off the selected group of debts. Types of debts include but at not limited to:						
	· fees;						
	· penalties and						
	· tolls.						
1.14.4. Reconciliation and Settlement – General Requirements							
	Balancing and reconciliations are integral to the BOS operation. Therefore, these processes shall be integrated within the BOS.						
	The Contractor shall provide a BOS capable of handling reconciliations within the BOS, as opposed to on spreadsheets or through other mechanisms outside the BOS. For example, the BOS shall be capable of accepting data from the bank(s) and Merchant Service Provider(s) to reconcile Credit Card deposits within the BOS. Exceptions shall be tracked as Cases within the BOS and reconciliation reports are generated by the BOS. The BOS shall not require that data be exported from the BOS, from the bank(s) and from the Merchant Service Provider(s) to be combined, compared and reconciled in a spreadsheet.						
1482	The BOS shall track and reconcile 100 percent of the transactions it receives from the ETTM System.						
1483	All BOS transaction reconciliation shall be based on Revenue Day which, for transactions/trips, is the Revenue Date transmitted in the transactions/trips; for operations and payments activities, it is the day the event occurred.						
1484	The Contractor shall provide the capability to close a Revenue Day upon the final reconciliation of the transactions and revenue. The completion of the Revenue Day closure process finalizes the counts and revenue for the Revenue Day. Upon the closure of the Revenue Day the data on Revenue Day reports shall not change.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1485	The Contractor shall provide the capability to close a Revenue Month similar to the Revenue Day closure process.						
1486	The last Revenue Day of a Revenue Month shall remain open for adjustments until both the Revenue Day and the Revenue Month have been closed.						
1487	The Contractor shall provide the capability to close a Revenue Year similar to the Revenue Month closure process.						
1488	The last Revenue Day of a Revenue Year shall remain open for adjustments until the Revenue Day, Revenue Month and Revenue Year have been closed.						
1489	The Contractor shall provide the capability to investigate and correct all exceptions and discrepancies identified during the process. For example, if the total of the bank deposits does not equal the total of bank deposits per the BOS, then detailed reports relating to the deposits in question must be available. Corrections shall be made and Approved by Authorized Users.						
1490	All reports shall indicate the status of the reconciliation. For example, when a user runs a report containing data for a Revenue Day which has not yet been closed, the report shall contain some indication the data in the report is preliminary or subject to change.						
1491	The Contractor shall provide the capability to record fees in the BOS, for example merchant fees and bank fees.						
1.14.4.1. Banking Reconciliation and Settlement							
1492	The Contractor shall provide the capability to reconcile all financial activity, including but not limited to:						
	· deposits;						
	· credits;						
	· disbursements;						
	· returned items and chargebacks.						
1493	The Contractor shall provide for the daily Balancing of activity at the transaction level by Payment Type.						
1494	The Contractor shall provide for the identification of exceptions by transaction.						
1495	The Contractor shall provide the capability to allow Authorized Users to make adjustments to exceptions and reprocess the automated reconciliation.						
1496	The Contractor shall provide the capability to open a Case for reconciliation exceptions.						
1.14.4.2. Bank Deposit Reconciliation and Settlement							
	The BOS deposits funds collected by mail and in the WICs. These funds are deposited by the BOS directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement. These deposits must be balanced and reconciled on a daily basis and monthly basis.						
1497	The Contractor shall provide an automated Interface to reconcile bank deposits.						
1.14.4.3. Reconciliation and Settlement with Merchant Service Provider							
	The BOS initiates Credit Card transactions with one or more Merchant Service Providers. Funds collected through the merchant accounts by the Merchant Service Provider are deposited directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement.						
1498	The Contractor shall provide an automated Interface to reconcile transactions initiated with the Merchant Service Provider(s).						
1.14.4.4. Reconciliation and Settlement with Lockbox (optional)							

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	The BOS utilizes a Lockbox Service Provider to process customer check payments. Payments sent to the Lockbox will be processed by the Lockbox Service Provider and deposited directly into BOS Bank Accounts in accordance with the flow of funds depicted in Figure 1 3 Customer Transaction Settlement.						
1499	The Contractor shall provide an automated Interface to reconcile Lockbox Service Provider deposits.						
1.14.4.5. Reconciliation and Settlement with the Authority							
	The daily reconciliations between the ETTM System and the BOS shall address transactions and payments.						
	The transactional reconciliations shall be handled by the BOS. The ETTM System will transmit a transaction/trip to the BOS, which the BOS shall acknowledge and thereafter begin the Posting/billing process.						
	The reconciliations related to payments shall address payments being made by the BOS to the Authority. These payments are a result of payments being collected from customers, processed and remitted to the Authority in settlement of balances due.						
1500	The Contractor shall provide the capability to track payables and receivables between the BOS and the Authority based on customer payments, payment reversals and Posting of payments to transactions/trips.						
1501	The Contractor shall provide the capability to track payables to and receivables from the Authority based on BOS remittances to these entities. For example, when a settlement payment is made to the Authority, the Authority's payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.						
1502	The Contractor shall provide electronic Notification of daily reconciliation and monthly settlement to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.						
1503	The Contractor shall provide for reconciliation of daily activity and transactions with the Toll Facilities.						
1.14.4.6. Reconciliation and Settlement with CTOC Agencies and Interoperable Agencies							
	The BOS shall remit funds collected from customers to the CTOC Agencies and Interoperable Agencies in accordance with the following Requirements:						
1504	The Contractor shall provide the capability to track payables and receivables between the BOS and the CTOC Agencies and Interoperable Agencies based on customer payments, payment reversals and Posting of payments to transactions/trips.						
1505	The Contractor shall provide the capability for the credit memo process to handle disputes and credits initiated by customers of CTOC Agencies.						
1506	The Contractor shall provide the capability to track payables to and receivables from the CTOC Agencies and Interoperable Agencies based on BOS remittances to the CTOC Agencies and Interoperable Agencies. For example, when a settlement payment is made to an Interoperable Agency, the Interoperable Agency payable Financial Account is debited and the Financial Account corresponding to the Bank Account from which the payment is made is credited.						
1507	The Contractor shall provide electronic Notification of daily reconciliation and settlement of CTOC Agencies and Interoperable Agencies to the Authority. For example, Authorized Users at the Authority receive an Alert (which could be an email including the completed reconciliation as an attachment or link) when the daily reconciliation is completed and Revenue Day closed.						

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1508	The Contractor shall provide for reconciliation of daily activity and transactions/trips with the CTOC Agencies and Interoperable Agencies in accordance with the applicable Interoperability agreement(s).						
1509	The Contractor shall provide capability to generate periodic invoice for CTOC and Interoperable Agency toll charges. The invoice shall be based on reconciled files for each month even if the reconciliation files were received in the following month. Any manual adjustments during the invoice period shall be included in the invoice with the necessary Credit/Debit Memo as identified in the CTOC User Fee Agreement. Payments from Interoperable/CTOC Agencies shall be Posted against the invoice.						
1510	The Contractor shall provide capability to enter invoices from CTOC Agencies and Interoperable Agencies to match that with the files in the BOS including any Credit/Debits that were authorized by the Interoperable/CTOC Agency. Payments to the CTOC Agency or Interoperable Agency shall be made after the reconciliation of the invoice with the BOS.						
1.14.4.7. Reconciliation and Settlement with Third-Party Service Providers							
1511	The Contractor shall provide for reconciliation of daily activity and transactions with Third-Party Service Providers.						
1.15. Searches							
	Customers routinely contact the CSC by phone, through the IVR and through the Self-Service Website without knowing their account number, PIN or vehicle license plate numbers. The BOS is expected to provide quick, yet secure access to an account when a customer can positively identify him/herself as the account holder.						
1.15.1. Search General							
1512	The Contractor shall provide comprehensive on-screen, drill-down capabilities from summary levels down through the most detailed transaction level, including images if available.						
1513	The Contractor shall provide the capability to initiate a search from any screen in the BOS and return to the original location after completing the search.						
1514	The Contractor shall provide the capability to select a record in the results grid and view the details and then return to the previous results grid to view additional items without having to re-enter the search criteria or re-run the search.						
1515	The Contractor shall provide the capability to select record(s) to use in actions, for example obtaining detailed record information from the search results grid.						
1516	The Contractor shall provide the capability to manipulate the field in grid results for all searches, including but not limited to:						
	· drag and drop fields and columns to shift the order they appear;						
	· sort by any fields shown on the grid;						
	· sort alphanumerically by any fields shown on the grid;						
	· sort by multiple fields (for example, sort by last name and then first name and then address so that all results with the last name "Smith" shall be sorted by first name and all the results with the name "John Smith" shall be sorted by address);						
· add a field to the grid and							
· remove a field from the grid.							
1517	The Contractor shall provide advanced search capabilities where fields can be picked from a drop-down list and added to the effective criteria to be applied toward the search or report. Drop-down lists shall dynamically narrow down the available selection list as the Authorized User is typing.						

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1518	The Contractor shall provide the capability to use single and multiple character "wildcards" along with other commonly used search methods in all applicable fields of the search screens. A wildcard is a character used as part of the search criteria to represent one or more unspecified characters. The BOS shall not require the use of wildcards in lieu of leaving the field blank.						
1519	Searches shall have an optimized data fetching algorithm so BOS performance is not impacted by large result sets.						
1520	The Contractor shall provide the capability to specify a date range for any date in the search.						
1521	The Contractor shall provide the capability to specify a number range for any number in the search, for example, account numbers 1055 – 2000.						
1522	The Contractor shall provide the capability to search by any field, combination of fields and field ranges.						
1523	The Contractor shall provide comprehensive multi-field search criteria on all reports and screen searches. Search criteria shall include all fields and related attributes found in the search results grid.						
1524	The Contractor shall provide the capability to search, by full or partial value using wildcards and view all stored information regarding transactions, images, statements, Violation Notices, account activity and Notifications for user selected criteria, including but not limited to the following fields. Some search criteria may be available only in conjunction with other search criteria (for example, paid transactions enabled only if an account number is specified):						
	· transaction ID;						
	· transaction type;						
	· location of transaction (Toll Facility, plaza, zone/lane);						
	· transaction number;						
	· transaction Date;						
	· transaction Date range;						
	· transaction Posting Date;						
	· transponder type;						
	· transponder number;						
	· license plate number;						
	· license Plate Type;						
	· license plate Jurisdiction;						
	· account number;						
	· customer name (last, first, middle, suffix);						
	· customer address (street, city, state, ZIP) and type of address;						
	· Authorized User ID;						
	· statement, Violation Notice or invoice number;						
	· account Flags;						
	· address type;						
· bad address;							
· Violation number;							
· transaction disposition status (for example, paid);							
· payment type;							
· payment receipt number;							
· payment method;							
· check, money order or cashier's check number;							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> Payment Token and Credit Card expiration date; transaction amount and comments. 						
1.15.2.	Transaction/Trip Search						
1525	The Contractor shall provide the capability to search for and deliver all transactions/trips which meet the search criteria regardless of in the status of the transaction/trip or the status of the account to which the transaction/trip is assigned.						
1526	The Contractor shall provide the capability to search for transactions/trips which meet the search criteria with the result delivering multiple transactions, if applicable.						
	· transaction/trip ID;						
	· transaction/trip type;						
	· location of transaction/trip (Toll Facility, Toll Zone/lane);						
	· transaction/trip number;						
	· transaction/trip Date;						
	· transaction/trip Date range;						
	· transaction/trip Posting Date;						
	· transaction/trip reason code;						
	· transponder type;						
	· transponder number;						
	· license plate number;						
	· license Plate Type;						
	· license plate Jurisdiction;						
	· account number;						
	· Authorized User ID;						
	· statement, Violation Notice or invoice number;						
· Violation number;							
· transaction disposition status (for example, paid, unknown at DMV or written-off);							
· Payment Type;							
· payment receipt number;							
· payment method and							
· transaction/trip amount.							
1.15.3.	Account Search						
1527	The Contractor shall provide the capability to search for accounts which meet the search criteria with the result delivering multiple accounts.						
1528	The Contractor shall provide the capability to search by key fields and identify potential duplicate accounts.						
	The Contractor shall provide the capability for Authorized Users to search and view all information related to a specific account. This shall include the complete detailed account history since account inception and capability of filtering and sorting by type of information, including but not limited to:						
	· toll transaction/trip;						
	· Financial Transaction;						
	· Notifications (includes letters and Violation Notices);						
	· Registration Holds placed and released;						

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1529	· Collections Placements;						
	· Evidence Packages;						
	· Cases opened and closed;						
	· all payment related events, including replenishment failures;						
	· account statuses changes;						
	· complete address history;						
	· complete email address history;						
	· complete vehicle history (what plates were active on the account and when);						
	· complete change tracking (what data was changed, when and by whom);						
	· last account access by the customer and via channel;						
· date and time of last toll transaction;							
· date and time of last Financial Transaction;							
· transponder activities and statuses and							
· account Maintenance activities.							
1530	The Contractor shall provide the capability to display the account running balance in Posting Date chronological order.						
1.15.4.	Case Search						
1531	The Contractor shall provide the capability to search and view all stored information regarding Cases, including but not limited to:						
	· summary information;						
	· Toll Facility, if applicable;						
	· Case number (uniquely identifies the Case record);						
	· priority (out of a predefined range);						
	· source of Case;						
	· status;						
	· number of days since creation;						
	· number of days since last Authorized User access/action;						
	· due date and time;						
	· total time spent working on the Case;						
	· total time spent by a specific Authorized User or specific department;						
	· related accounts and/or records;						
	· description/free-form notes on the account;						
	· date of action;						
	· time of action;						
	· Authorized User who took action;						
· time required for action and							
· action description (free-form data or notes section).							
	The Contractor shall provide the capability to search and view Case management, including but not limited to:						
	· total number of open Cases;						
	· total number of open Cases, per department;						
	· total number of open Cases, per Authorized User;						
	· total number of open Cases by type;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1532	<ul style="list-style-type: none"> total number of overdue Cases; total number of processed Cases; total number of Cases processed per unit of time; total number of Cases processed per department; total number of Cases processed per Authorized User; response time statistics – overall; response time statistics, per department and response time statistics, per Authorized User. 						
1.15.5. Comment Search							
1533	<p>The Contractor shall provide the capability to identify and retrieve comment records into a search results grid, including but not limited to:</p> <ul style="list-style-type: none"> individually by category; summarized by category; individually by time period and summarized by time period. 						
1.15.6. Transponder Search							
1534	The Contractor shall provide the capability when searching by transponder number to display all accounts the transponder has ever been associated with including account number, account type, the date and time the transponder was added to and removed from the account and the current status of the transponder on each account. For example, this search might yield two accounts with the transponder identified as being Active on one account and lost on the other.						
1535	The Contractor shall provide the capability when searching by transponder number to display all Notifications issued related to that particular transponder. For example, this search might yield an "Excessive I-Toll" Notification and a "transponder recall Notification" for a particular transponder.						
1536	The Contractor shall provide the capability when searching by transponder number to display all statuses the transponder has been in along with the date and time the transponder entered that status.						
1537	The Contractor shall provide the capability when searching by transponder number to display all inventory locations which the transponder has been in along with the date and time the transponder was placed in each location.						
1.15.7. License Plate Search							
1538	The Contractor shall provide the capability when searching by license plate and Jurisdiction to display all accounts the license plate has ever been associated with and all Notifications issued related to that license plate. For example, this search might yield two accounts and five Violation Notices for a particular license plate.						
1539	The Contractor shall provide the capability when searching by license plate and Jurisdiction combination to display all transactions that license plate and Jurisdiction combination has ever been associated with regardless of the transaction status. For example, this search might yield two transactions in Paid status, one in Collections, three Posted to an account as I-Tolls and one awaiting inclusion on a Violation Notice for a particular license plate and Jurisdiction combination.						
1.15.8. Notification Search							
	<p>The Contractor shall provide the capability to search by and view all stored information regarding Notifications, including but not limited to:</p> <ul style="list-style-type: none"> first name; 						

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1540	· last name;						
	· mailing address;						
	· Notification Type, for example, statement, Credit Card expiration, Violation Notice or account establishment Notification;						
	· distribution channel;						
	· creation date;						
	· quality review date;						
	· print date;						
	· mail date;						
	· date that action on the Notification is due;						
	· date(s) of any change in Notification piece status;						
	· name of the Authorized User(s) who performed the quality review and Approved the Notification for mailing;						
	· return mail (if applicable);						
	· account number;						
	· transponder number;						
· license plate number and Jurisdiction;							
· dollar range associated with the Notification and							
· dollar amount associated with the Notification.							
1541	The Contractor shall provide the capability for Authorized Users to scan the barcode, scan line or Quick Response Code on BOS-issued returned Notifications and automatically be taken to the appropriate processing screen, including but not limited to:						
	· the account that the Notification belongs to;						
	· the appropriate Violation Notice processing screen and · the Case the Notification belongs to.						
1542	The Contractor shall provide the capability for Authorized Users to scan and process BOS-issued returned Notifications in bulk where possible (for example, provide the capability to scan multiple pieces of return mail where no forwarding address was provided into the BOS for processing without the need to access each account one-by-one).						
1543	The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the Notification search screen.						
1544	The Contractor shall provide the capability to allow Authorized Users to select and print Notification pieces directly from the account.						
1545	The Contractor shall provide the capability to allow Authorized Users to email a PDF version of the Notification piece directly from the account.						
1546	The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the Notification search screen.						
1547	The Contractor shall provide the capability to allow Authorized Users to download a PDF version of the Notification piece directly from the account.						
1.16. Reporting Requirements							
	Because reporting is integral to the BOS, reporting functionality must be streamlined, quick, intuitive and user-friendly.						

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	The BOS is expected to deliver accurate reports in a usable format. The format of reports is different across various user groups that use the reports for different purposes. For example, the finance departments may desire some reports in an Excel format so the data can be manipulated and analyzed. Other reports may be more desirable in a PDF format to better guarantee the integrity of the report data for audit purposes. The BOS is expected to deliver all reports in a variety of selectable formats.						
	It also is expected that reports are flexible enough to allow users to make changes to reports "on the fly". For example, a report may include all the data elements required by a user for analyzing past due receivables with the exception of a single data field. The Authorized User must have the ability to add that data field to the report without the need for custom report generation or programming by the Contractor.						
	Some reports are best displayed as of a point in time (for example, receivable balances) while other reports are best displayed for activity over a range of time (for example, cash collected for a specific period of time). Users often have a need to generate reports that include historical balances as of the end of a particular Revenue Day. It is expected that the BOS track, calculate and maintain such Revenue Day-end balances such that retrieval of historical information is easily accomplished. Users also often have the need to generate reports that include information regarding historical transaction activity over a range of time both in summary and in detail. It is expected that the BOS provide the functionality to quickly and accurately deliver such reports to the user in a usable format.						
	Standardized reporting shall be achieved via canned and ad-hoc reporting interfaces using both the production database for real-time reporting and reports server/database for more complex, non-real-time and/or data intensive reports.						
	Reporting is a critical element of any business organization and is required by the Authority to:						
	· provide for transaction and revenue reconciliation and investigate discrepancies;						
	· monitor BOS and operational performance;						
	· monitor human performance and business process efficiency;						
	· ensure compliance to Performance Measures;						
	· reconcile toll transactions/trips to individual Toll Facilities;						
	· reconcile third-party financial and transactional interactions;						
	· assess the impact of policies and Business Rules;						
	· identify ways to improve the quality of service provided to customers;						
	· comply with reciprocity reporting Requirements and						
	· evaluate the success of the toll collections.						
	· Reports are broken into four broad categories:						
	· Informational Reports – provide information about transactions moving through the revenue cycle.						
	· Financial Management Reports – provide information which enables the Authority to record in its general ledger system the financial activity related to the CSC. These reports also enable the Authority to perform analyses on transactions submitted to the BOS for processing, including but not limited to analyzing billing, collection trends and Account Plan utilization.						
	· Operations Reports – provide the data necessary for the Contractor and the Authority evaluate the Contractor's performance against the Performance Measures and provide the reporting necessary to prepare and support the Contractor's monthly bill to the Authority. These operational reports also provide the Authority with the data necessary to monitor operational activities and the operations staff.						

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	Interface Reconciliation Reports – provide the reports necessary to reconcile all Interfaces and also to demonstrate successful completion of the reconciliations by the Contractor.						
1.16.1. General Reporting Requirements							
1548	The Contractor shall provide a BOS data fetching algorithm that is optimized for performance including bringing data into BOS screens and reports.						
1549	The Contractor shall provide BOS reports optimized for performance. Data shall be organized and summarized in a manner to allow for report generation within no more than five seconds of a report generation request for daily summary reports and no more than twenty seconds of a report generation request for monthly summary and annual summary reports. Reports batched or pre-generated shall be presented to the user within two seconds.						
1550	After the deployment and implementation of the BOS, if there is a need to create additional reports and modify implemented reports, the Contractor shall support such additions and/or modifications.						
1551	The Contractor shall provide ad-hoc reporting tool capabilities to Authorized Users to allow the creation and execution of custom reports from the reports server/database, including but not limited to:						
	· drag-and-drop field functionality;						
	· drill down functionality;						
	· filtering;						
	· parameter prompting;						
	· formula support;						
	· grouping;						
1552	· sorting and · stored procedure and function support.						
	The ad-hoc reporting tool shall be COTS Software and be the latest version at the time of Acceptance Testing and field-proven to operate in a transaction intensive environment.						
1553	The Contractor shall provide reporting output in various formats (both compressed and uncompressed), including but not limited to:						
	· Portable Document Format (PDF);						
	· plain text format (TXT);						
	· rich text format (RTF);						
	· Microsoft Excel 2016 (or higher if Approved by the Authority);						
	· delimiter-separated values;						
1554	· HTML and · extensible markup language (XML).						
	The Contractor shall provide the capability for Authorized Users to retrieve full table exports from the reports server/database.						
	The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports using various delivery methods, including but not be limited to:						
1555	· email addresses;						
	· direct to printer;						
	· uniform naming convention (UNC) paths;						
	· shared drives and · SFTP sites.						

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1556	The Contractor shall provide the capability for Authorized Users to schedule the automatic execution and delivery of reports for a variety of time periods, including but not limited to:						
	· as of a specific time each day;						
	· as of a specific day and time each week;						
	· as of a specific day and time each month;						
	· as of a specific date and time each month;						
	· for a Revenue Day;						
	· for a Business Day;						
1557	The Contractor shall provide a dashboard application, including but not limited to:						
	· fully Configurable, role-driven, browser-based solution that allows users to customize their own dashboards;						
	· real-time display of data and processes and · drill-down capabilities from high level graphical display to the lowest level of supporting data.						
1558	The Contractor shall provide a comprehensive data dictionary that defines the structure of BOS databases in the production environment and the reports server/database. The data dictionary shall include but not be limited to:						
	· what data is stored;						
	· name, description and characteristics of each data element;						
	· types of relationships between data elements and · access rights.						
1559	The Contractor shall provide a consistent user interface for all reports.						
1560	The Contractor shall provide for summary and detailed reports for all account activity on all user accounts, including but not limited to:						
	· as of the current moment in time;						
	· as of an historical moment in time;						
	· for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and · for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).						
1561	The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all user accounts.						
1562	The Contractor shall provide for summary and detailed reports for all account activity on all Financial Accounts, including but not limited to:						
	· as of the current moment in time;						
	· as of an historical moment in time;						
	· for a range of Revenue Days (for example from 1/1/2016 to 1/3/2016, which shall deliver results for the Revenue Days 1/1/2016, 1/2/2016 and 1/3/2016) and · for a range of time (for example from 3:00am 1/1/2016 to 3:00am 1/3/2016).						
1563	The Contractor shall provide for reports of balances as of the end of any current or historical Revenue Day, in summary and in detail, for any or all Financial Accounts.						
	The reports shall meet the general objectives, including but not limited to:						

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1564	· data elements shall be consistent through all the reports of a similar nature;						
	· numbers and amounts shall reconcile with other reports that report on the same activity;						
	· numbers and amounts shall reconcile with other reports that report on the same time period;						
	· report generation shall allow for flexible selection and sort criteria that allows Authorized Users to obtain related information through a single report;						
	· all report criteria shall be available for selection using Boolean logic strings and						
	· all reports shall allow for the input of any identified criteria to be selected by range (for example, date from and to, account number from and to, Transaction Dates from and to, etc.) and by multi-list selection.						
1565	Reports shall display header information which shall indicate parameters selected in the report generation (for example, time periods selected, as-of date selected, account number selected and/or license plate number and Jurisdiction selected).						
1566	The Contractor shall provide the capability for the automatic generation and delivery of reports based on Configurable conditions, including but not limited to:						
	· report selection criteria (for example, date range);						
	· date and time for report generation (for example, daily at 7:00 a.m.);						
	· report delivery method (for example, by email);						
	· report format (for example, PDF) and						
	· report generation frequency (for example, weekly).						
1567	The Contractor shall provide the capability for reports generated automatically to have BOS -generated unique, intuitive naming and report numbering reflecting the name, number and date of the report.						
1568	The Contractor shall provide the capability for the user to manipulate the report data easily to perform comparative analysis and statistical calculations.						
1569	The Contractor shall provide the capability to deliver scheduled reports to the Configured destination.						
1570	The Contractor shall provide the capability for the user to specify the format of the report. For example, PDF, Excel and comma separated.						
1571	The Contractor shall provide the capability to manually select reports for generation in real time.						
1572	The Contractor shall provide a Web-based ad-hoc reporting solution that allows Authorized Users to design and generate professional and accurate multi-format reports. Ad-hoc report templates created by Authorized Users shall be made available to all Authorized Users, in addition to the reports menu.						
1573	All reports shall display last activity date, transaction Posting status and other relevant data dependencies on the specific report related to that activity that indicate completion of activity and items, including but not limited to:						
	· all transactions/trips have been obtained from the ETTM System;						
	· all images have been obtained from the ETTM System;						
	· the transactions/trips that have been transmitted to Interoperable Agencies and reconciliation files that have been received and acknowledged;						
	· all correction files that have been reconciled and acknowledged;						
	· all shifts that have been closed;						
	· all third-party reconciliation and payment data that has been imported or has been entered into the BOS and						
	· that all activities have been completed and are ready to be reconciled.						

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1574	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or account and account details.						
1575	The Contractor shall provide drill-down capability on all fields on all high-level reports to the lowest level of details, including the tools to view the available images associated to a transaction or Violation Notice and details.						
1576	The Contractor shall provide the user interface to choose the following selection criteria, including but not limited to:						
	· Interoperable Agencies;						
	· Toll Facility;						
	· plaza;						
	· lane;						
	· direction of travel;						
	· identification type (transponder or license plate);						
	· Account Plan type;						
	· Payment Type;						
	· customer service location;						
	· BOS user;						
· customer service staff;							
· BOS processes;							
· third-party interfaces and							
· Third-Party Service Providers.							
1577	The Contractor shall provide the user interface enabling the following selection criteria to generate the same report, including but not limited to:						
	· by day;						
	· day(s) within a specified range;						
	· date range;						
	· weekly;						
	· monthly;						
	· yearly;						
	· comparative based on selection and						
· year-to-date.							
1578	The Contractor shall provide for the generation of a single report by various date types, including but not limited to:						
	· Transaction Date;						
	· various transmit dates;						
	· transfer date;						
	· Posting Date;						
	· Violation Notice date;						
	· due date;						
	· payment date;						
	· Hearing date;						
	· process date;						

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	<ul style="list-style-type: none"> · Posted date; · business date; · review date; · statement date; · mail date; · print date; · acknowledgement date and · reconciled date. 						
1579	<p>The Contractor shall provide the capability to:</p> <ul style="list-style-type: none"> · include sub-totals, totals and grand totals as selected by the user; · sort the data elements in the report within each grouping of data and · present data in graphs and chart types based on presentation form selected by the user from a variety of graphic styles. 						
1.16.2. Informational Reports							
1.16.2.1. Transaction Processing Reports							
	The Contractor is expected to provide Transaction Processing Reports which reflect the status or workflow stage for transactions/trips submitted by the Toll Facilities to the BOS over a period of time. For example, a report shall exist that details the number of transactions/trips submitted by a Toll Facility in January and shall detail the status or workflow stage of those transactions/trips as of June 30, the current date.						
1580	<p>The Contractor shall provide transaction reconciliation reports that reconcile to operations and financial reports and display Image-Based Transaction/Trip and Transponder-Based Transaction/Trip statistics, including but not limited to:</p> <ul style="list-style-type: none"> · tracking the different stages of the transactions/trips; · showing the status or workflow stage; Violation Notice number; date issued; amount owed; amount Posted to an account; amount paid; amount I-Tolled; amount adjusted, past due amount and amount due on all Violation Notices issued; · total payments received by status or workflow stage; · total I-Tolls by status or workflow stage; · total Account Plan transactions/trips by individual Account Plan; · transactions/trips aged to Collections by the Toll Facility; amount collected, recalled, dismissed; · license plates placed on hold, released, amounts on hold per plate; · Violations issued, paid, dismissed, transmitted to court; · Violations scheduled for adjudication, disposition, payments; · Transaction trends; · Transaction receivables detailing all outstanding accounts receivable for all accounts with unpaid transactions/trips by account number and total balance due as of the selected date; · Transaction collections trends; · Transaction I-Toll trends; · Account Plan trends; · Transaction dismissals and disputes; · Transaction by Jurisdiction and · Transaction aging. 						

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1581	The Contractor shall provide transaction/trips reports that reconcile the transactions/trips to ETTM System reports as they move through various processing stages, including but not limited to:						
	· transactions/trips in various queues and filters;						
	· Violation Notice timeouts;						
	· potential transactions/trips;						
	· rental car license plates;						
	· ROV Lookup "no matches";						
	· disputes;						
	· dismissals;						
	· payments;						
1582	The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notices, including but not limited to counts and amounts for:						
	· Violation Notices generated;						
	· payments;						
	· dismissals;						
	· status or workflow stage and re-issued.						
1583	The Contractor shall provide transaction activity reports that track activity on transactions/trips for each status or workflow stage, including but not limited to:						
	· number of invoices and Violation Notices issued;						
	· tolls, fees and penalties assessed;						
	· amounts dismissed;						
	· amounts voided;						
	· amount collected;						
1584	The Contractor shall provide reports that list the account number and overpayment amount on all transaction accounts that are overpaid as of a date.						
	The Contractor shall design and implement reports that duplicate the format and content of the current reports in Attachment C: Sample Reports.						
1586	The Contractor shall provide monthly and quarterly status reports that mimic the format provided in Attachment C: Sample Reports and includes additional information requested by the Authority during the Implementation Phase.						
1.16.2.2. Customer and Account Management Reports							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	Account management reports detail the overall status of accounts. The Contractor shall provide reports that detail account openings and closures, transitions from one account type to another (for example, an Unregistered account becoming a Registered account). Reports also shall be provided that give the Authority information about accounts that fall below the Insufficient Balance Threshold. These reports shall provide an indication of the overall success of the current Business Rules and may provide some insight into where potential changes could be made to enhance the customer experience or operational performance of the BOS.						
1587	The Contractor shall provide a comprehensive report that displays current account statistics for transaction totals and charges by the following criteria, including but not limited to: · transaction totals and charges by Toll Facility; · transaction totals and charges by account types; · transaction totals and charges by Account Plan; · transaction totals and charges by status or workflow stage; · transaction totals and charges by payment option; · transaction totals and charges by account identification method and · transaction totals and charges by account statuses.						
1588	The Contractor shall provide a comprehensive report that displays all account creation and account closing information for a selected period by contact method (for example, detailing accounts open and closed via the Self-Service Website, by phone, by walk-in and by mail).						
1589	The Contractor shall provide reports that detail all prepaid tolls and outstanding balances due for every account. This report should allow Authorized Users to specify only certain accounts based on criteria which includes, but is not limited to: · account status; · account type; · account number and · dollar amount.						
1590	The Contractor shall provide a comprehensive report that displays all accounts and/or transponders that have Account Plans.						
1591	The Contractor shall provide reports that display all balances, activity and statistics on accounts by account type, including but not limited to: · accounts created; · transponders fulfilled; · accounts closed; · Account Plan utilization; · invoices and Violation Notices on account; · past due by status or workflow stage; · Violation Notices on hold; · Write-Offs; · accounts with debt in Collections; · accounts with Registration Holds placed; · accounts with active Violation(s); · payments and refunds processed and requested and · toll transaction disputes processed and in progress.						

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1592	The Contractor shall provide a single report that provides the complete detailed account history for a single account. This report shall include a chronological listing of all activities for each activity type for a specified range of time between account inception and the current date, including but not limited to:						
	· toll transactions/trips – transaction time (entry and exit), location, Posting date/time, Tolling Location, expected toll, Posted toll and discounts (for example, Account Plans);						
	· Financial Transactions – payment date, payment item, Payment Type, payment method, payment number (for example, check number), payment detail (for example, breakdown of tolls and fees paid) receipt number, amount due, paid amount;						
	· reversal activity on Posted transactions (toll, non-toll, penalties, fees, financial) – reversal date, original transaction, reason;						
	· Notifications – date, type, communications channel, Notification number, if applicable (invoice number, Violation Notice number), amount due in each status or workflow stage, due date;						
	· account comments;						
	· account statuses – date of change, from status, to status, user ID and trigger;						
	· Account Plan(s) and activity;						
	· Cases – date Case was established, Case status, Case disposition;						
	· transponder activities and statuses - date of change, from status, to status, user ID, trigger;						
	· dispute activity – date, transaction; invoice/Violation Notice/statement number, amount owed, reason, results; dismissal code, dismissed amount;						
	· Violation activity – date, amount, payment, dismissal, aged to court or Collections;						
	· court activity (obtained from the Collection Agency) – date, transaction, amount owed, disposition;						
· collection activity – date, Toll Facilities, Notification, amount placed, amount paid, dated recalled/canceled;							
· Registration Hold and release activity – date, license plate number, Notification, amount owed, results of motor vehicle department, date of hold/release and							
· account Maintenance activities.							
1593	The Contractor shall provide reports that list all customers' financial activity on the account, including but not limited to:						
	· account number;						
	· name and address records;						
	· all notes and/or Cases related to the account or transactions;						
	· beginning balance;						
	· credits and debits by transaction type;						
	· refunds;						
	· reversals;						
	· payments;						
1594	· dismissals;						
	· adjustments and						
	· ending balance.						
1594	The Contractor shall provide reports that list all customers' financial activity on the account and reconcile to the Financial Accounts.						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1595	The Contractor shall provide reports listing accounts that have no transaction or payment activity since a specified date (Configurable) or for a period of time (Configurable), including their history and current status.						
1596	The Contractor shall provide reports that identify the processed transactions, reconcile to operations reports and summarize the operations activity. Such reports shall summarize the operational activities performed in different customer service departments and areas, including but not limited to:						
	· totals for number of accounts opened and closed by type;						
	· number of transponders assigned by type of transponder;						
	· account replenishment;						
	· invoices generated;						
	· Violation Notices generated;						
	· Violations filed with the court;						
	· Account Plan-related transactions;						
	· Cases opened;						
	· Cases closed;						
	· Cases escalated;						
	· license plates and transponder transactions/trips in the Processing Exception List;						
	· Notices on hold;						
	· disputes processing status;						
	· Evidence Packages created;						
	· placed in collection;						
	· eligible for Registration Hold;						
	· successful Registration Hold;						
· eligible for Registration Hold release;							
· successful Registration Hold release;							
· account status;							
· any adjustments made;							
· customer I-Toll Transactions/Trips Posted and							
· other CSR activity.							
1597	The Contractor shall provide reports that display all customer and non-customer feedback by account type, contact method and users, including but not limited to:						
	· Cases by category;						
	· suggestions by category;						
	· Cases by time period and						
· suggestions by time period.							
	The Contractor shall provide reports that list accounts that require attention, including but not limited to:						
	· accounts that have Flags on the account indicating an issue (Configurable by Flag);						
	· replenishment failure;						
	· Credit Card expiration;						
	· Excessive I-Tolls;						
	· disputed Violation Notices;						
· debt at Collections;							

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1598	· Registration Hold;						
	· overpayment;						
	· refund requests;						
	· open Case(s);						
	· Violation Notices on hold;						
	· bankruptcy;						
	· negative balance;						
	· inactivity;						
	· Notifications that require review and · accounts that require follow up action by CSR or customer.						
1599	The Contractor shall provide reports that list the status of transactions/trips (count and revenue) processed by the BOS, identifying the exact position in all open workflow points for unpaid transactions, both home (the Authority) and Interoperable, that Posted to the accounts, those that were rejected due to various reasons and those that are in any other terminal statuses. The reports shall reconcile to the financial reports and Interoperable reports.						
1600	The Contractor shall provide reports that account for all shift activity with detailed and summarized financial information, including but not limited to:						
	· all payment transactions processed for each payment item;						
	· all payment transactions processed by payment method;						
	· all payment transactions processed by Payment Type;						
	· all payment transactions processed by payment channel;						
	· all Financial Transactions dismissed;						
	· all voided Financial Transactions;						
	· all Financial Transactions reversed;						
	· all Financial Transactions adjusted;						
	· all Financial Transactions unapplied and re-applied;						
· all Financial Transactions waived and · all Financial Transactions waived by user.							
1601	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to individual CSR activity reports.						
1602	The Contractor shall provide reports that list all financial activity of all CSRs that reconcile to financial reconciliation reports.						
1603	The Contractor shall provide reports that summarize the operational activities performed in different customer service departments and areas, including but not limited to:						
	· WIC(s);						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· IVR;						
	· contact center;						
	· mailroom;						
	· Case management department;						
	· Third-Party Service Providers and · Collection Agency.						

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1604	The Contractor shall provide reports that summarize the payment processing activities performed in different customer service departments and areas, including but not limited to:						
	· the separate WICs;						
	· Self-Service Website;						
	· Self-Service Mobile Application (Phase II and optional);						
	· IVR;						
	· contact center;						
	· automated BOS replenishments;						
	· Lockbox (optional);						
	· electronic deposit;						
	· mailroom;						
	· Case management department;						
· Third-Party Service Providers;							
· Collection Agency and							
· courts.							
1.16.2.3. Payment Processing Reports							
1605	The Contractor shall provide reports that track the Credit Card, ACH, check, cash and money order payments that are processed, including but not limited to:						
	· number and dollar value of payments;						
	· refunds;						
	· reversals;						
	· adjustments;						
	· voids;						
	· payment date;						
	· activity date;						
	· settlements;						
	· payment item;						
	· payment source;						
	· Payment Type, for example check, ACH, money order, cash;						
	· payment method;						
	· Credit Card type;						
	· card details;						
· processed amounts;							
· Violation Notice number paid;							
· account debited and							
· account credited.							
1606	The Contractor shall provide the capability to produce payment reports by payment source (for example, CSR, Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR and Collection Agency) and by Payment Type (for example, Credit Card, ACH, check, cash and money order).						
	The Contractor shall provide reports that balance and reconcile the Credit Card processed by the BOS to the Credit Card Posting status provided by the Merchant Service Provider and allows operations to investigate discrepancies, including but not limited to:						
	· failed Credit Card transactions;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1607	· account number;						
	· date and time;						
	· successful Credit Card transactions that did not Post to an account;						
	· Credit Cards that were processed by the BOS but not the Credit Card processor;						
	· duplicate Credit Card processing;						
	· duplicate Credit Card Posting;						
	· total amount successfully processed;						
	· total amount Posted to accounts;						
	· total amounts identified as processed by the Credit Card processor;						
	· variances and · chargebacks.						
1608	The Contractor shall provide reports that balance and reconcile the ACH transactions processed by the BOS to the ACH Posting status provided by the Merchant Service Provider/ACH processor and allows operations to investigate discrepancies, including but not limited to:						
	· failed ACH transactions;						
	· account number;						
	· date and time;						
	· successful ACH transactions that did not Post to an account;						
	· ACH transactions that were processed by the BOS but not the ACH processor;						
	· duplicate ACH processing;						
	· duplicate ACH Posting;						
	· total amount successfully processed;						
	· total amount Posted to accounts;						
· total amounts identified as processed by the ACH processor;							
· Variances, and · returns/rejects.							
1609	The Contractor shall provide reports that detail returned checks processed during any timeframe, broken down by type of original payment (toll, fee and penalty).						
1.16.2.4. Inventory Management Reports							
	Inventory management reports shall assist the Authority and the Contractor in review and management of inventory items.						
1610	The Contractor shall provide transponder inventory reports that 1) track the transponder inventory by type of transponder and distributor; 2) ensure there are sufficient transponders in stock; 3) show the status of all transponders at all stages of transponder purchase, Fulfillment and recovery/disposition cycle, including but not limited to:						
	· transponders issued to customers;						
	· transponders by status;						
	· transponders in warranty;						
	· transponders in the return material authorization process;						
	· transponders on order but not shipped;						
	· transponders sold and · other operational statuses.						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1611	The Contractor shall provide transponder status reports that track the issuance of inventory items, including but not limited to:						
	· sold by item type;						
	· by type of distribution method, for example, by mail, in WIC #1 and WIC #2;						
	· number and frequency of inventory items distributed;						
	· the inventory status;						
	· the status of damaged transponders and · the status of failed transponders.						
1612	The Contractor shall provide inventory reports that show beginning balance and end of month balance by inventory location.						
1.16.2.5. ROV Lookup Reports							
	This series of reports provides information about the outcomes of the Authority's ROV Lookup requests.						
1613	The Contractor shall provide DMV Lookup reports that track the ROV Lookup requests and the responses from the various DMVs/ROV Lookup Service Provider(s).						
1614	The Contractor shall provide DMV Lookup reconciliation reports that track the quantity of ROV Lookup requests by different attributes, including but not limited to:						
	· Jurisdiction;						
	· response (unknown at DMV, ROV provided);						
	· ROV Lookup Service Provider;						
	· Address status (forwarded to updated address, no forwarding address, good);						
	· by date requested; · by date response was received and · address database used (temporary license plates, trucking, manual lookup).						
1615	The Contractor shall provide ROV Lookup reports that reconcile the number of ROV Lookup requests to the invoices from the ROV Lookup Service Providers.						
1616	The Contractor shall provide ROV Lookup reconciliation reports shall reconcile to appropriate financial and operations reports.						
1.16.2.6. Notifications Reports							
1617	The Contractor shall provide Notification reconciliation reports that track the different stages in the Notification process, including but not limited to: qualification, creation, quality review, printing, and mailing.						
1618	The Contractor shall provide Notification reconciliation reports that track the quantity of Notification pieces by different attributes, including but not limited to:						
	· qualified;						
	· created;						
	· quality reviewed;						
	· printed;						
	· distributed by Notification vendor;						
	· Notification distribution channel;						
	· by date qualified;						
	· by date created; · by date quality review was performed;						

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offendor S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	<ul style="list-style-type: none"> by date the Notification was printed; by date distributed; Jurisdiction in which the license plate is registered; Jurisdiction which the Notification was mailed to; by batch (for example, quantity of Notification pieces processed in a certain batch of items); by Notification item and by Notification status (for example, bad address or paid). 						
1619	The Contractor shall provide Notification reconciliation reports that reconcile the Notification pieces as they move through various stages of the Notification process (for example if a piece of Notification qualified two weeks ago, where is that piece now?).						
1620	The Contractor shall provide Notification tracking reports that show trends by Notification type and channel.						
1621	The Contractor shall provide Notification reconciliation reports shall reconcile to appropriate financial and operations reports.						
1.16.2.7. Collections Reports							
	The Collection Agencies will transmit payment information to the BOS via the Collections Interface. For example, when the Collection Agency #1 accepts a payment over the phone from a customer with transactions/trips in Collections, the Collection Agency will transmit that payment information which shall be Posted into the BOS.						
	The BOS shall have the capability to determine the source of the payment (for example, to determine if the payment was accepted from a BOS CSR or from Collection Agency #2) and record that source for tracking and reporting purposes.						
1622	Provide reports that track the status of the collections efforts by individual Collection Agency and by Toll Facility, including but not limited to:						
	<ul style="list-style-type: none"> accounts, Notices and transactions/trips in Collections; toll, fee and penalty amounts placed in Collections; toll, fee and penalty collections to date; 						
	<ul style="list-style-type: none"> source of toll, fee and penalty payment, for example Collection Agency staff, BOS staff, Lockbox Service Provider (optional), Self-Service Website, Self-Service Mobile Application (Phase II and optional), IVR; 						
	<ul style="list-style-type: none"> outstanding toll, fee and penalty amounts; adjustments and corrections; any collection disputes, holds or resolution on the account; open Cases associated with Collections; amount received by the Collection Agency for each transaction in Collections and how long the account has been in Collections. 						
1623	Provide Collections reports that list all Collections activity and reconcile to financial and Operations Reports including but not limited to by individual Collection Agency and by Toll Facility.						
1624	Provide reports that track the Collections cost and show Collections trends and success rates by individual Collection Agency and by Toll Facility for Violation debt.						
1625	Provide reports that track the Collections cost and show Collections trends and success rates by individual Collection Agency and by Toll Facility for negative account balance debt.						
1.16.2.8. Registration Hold Reports							

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1626	The Contractor shall provide Registration Hold reports, including but not limited to:						
	· current number and dollar value of transactions/trips associated with Registration Hold requests;						
	· date of hold;						
	· number of hold requests;						
	· average number of days delinquent for Registration Hold;						
	· current number and dollar value of accepted and denied Registration Hold;						
	· current number and dollar value of Registration Hold terminated through quality review process;						
	· current number and dollar value of payment on Registration Hold;						
	· current number and dollar value of aging of transactions/trips in Registration Hold queue;						
	· Registration Hold Notification and						
· current number and dollar value of Registration Hold in various Registration Hold statuses.							
1627	The Contractor shall provide Registration Hold reports that list accounts and license plates where Registration Hold needs to be initiated, including but not limited to:						
	· account number;						
	· license plate number and Jurisdiction;						
	· the date the license plate became eligible for Registration Hold;						
	· the status of the Registration Hold;						
	· the days in Registration Hold status and						
· all transaction details demonstrating the validity of the Registration Hold.							
1628	The Contractor shall provide the capability to reconcile Registration Holds. For example, reconcile data which compares the BOS' records of current Registration Holds to the DMV's records.						
1.16.2.9. Registration Hold Release Reports							
1629	The Contractor shall provide Registration Hold release reports that list accounts and license plates where the Registration Hold needs to be released, including but not limited to:						
	· account number;						
	· license plate number and Jurisdiction;						
	· the date the license plate became eligible for registration release;						
	· the status of the registration release;						
	· number and dollar value of registration release requests;						
	· the days in registration release status and						
· all transaction details demonstrating the validity of the registration release.							
1.16.2.10. Violations Reports							
1630	The Contractor shall provide Violations reports and Toll Facility, broken down by tolls, fees and penalties, including but not limited to:						
	· number and dollar value of Violations;						
	· average number of days delinquent for Violations;						
	· number and dollar value of Violations terminated through quality review process (for example, Violations determined to be ineligible for further escalation after review at any status or workflow stage);						
	· number and dollar value of payment on Violations;						
	· number and dollar value of aging of transactions/trips in Violations queue;						
	· Violation Notices and						
· number and dollar value of Violations in various Violation statuses.							

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1631	The Contractor shall provide Violation reports that list accounts and license plate and Jurisdiction where the Violation needs to be initiated, by Toll Facility, including but not limited to:						
	· account number;						
	· license plate number and Jurisdiction;						
	· the date the license plate became eligible for Violation;						
	· the status of the Violations;						
	· the days in Violation status and · all transaction details demonstrating the validity of the Violation.						
1632	The Contractor shall provide Violation reports that show payment trends and success rates for Violations by Toll Facility.						
1633	The Contract shall provide a Violation report that shows the aging of all violations with the transaction count and associated value and the current collection stage.						
1634	The Contractor shall provide a Violation report that shows the escalation stage in which violations are resolved (paid, reduced or dismissed) with the transaction count, amount paid, amount dismissed, amount reduced and amount remaining.						
1.16.2.11. Case Management Reports							
1635	The Contractor shall provide reports that list Case summary information (or details if selected), including but not limited to:						
	· number of Cases by type;						
	· number of Cases by Toll Facility;						
	· Case established by, such as established by BOS, customer, or CSR;						
	· Cases opened;						
	· Cases closed;						
	· Cases escalated;						
	· number of Cases that failed to meet the Authority's Performance Measures;						
	· average Case handling time by priority;						
	· longest Case handling time by priority and · number of affected accounts.						
1636	The Contractor shall provide reports that list the detailed Case information, including but not limited to:						
	· Case ID (i.e., uniquely identifies the Case record);						
	· Case type;						
	· account number, if applicable;						
	· severity level or priority;						
	· source of Case status;						
	· created date;						
	· resolved date;						
	· number of days since creation;						
	· number of days since last agent touch;						
	· due date and time;						
· total time spent working on the Case;							
· total time spent by a specific user;							
· total time spent by a specific department;							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> · action taken at each hand-off; · Case history; · related accounts and · Case description/free-form notes on the account. 						
1637	<p>The Contractor shall provide dispute (Case Type = Dispute) reconciliation reports, including but not limited to:</p> <ul style="list-style-type: none"> · Transponder-Based Transaction/Trip disputes; · Image-Based Transaction/Trip (I-Tolls and Violations) disputes; · payment for accepted and partially accepted disputes; · dismissed Transponder-Based Transactions/Trips; · dismissed Image-Based Transactions/Trips; · reassigned Transponder-Based Transactions/Trips and · reassigned Image-Based Transactions/Trips. 						
1638	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility that shall reconcile the Image-Based Transactions/Trips as the Image-Based Transactions/Trips move through various stages of the dispute process, including but not limited to:</p> <ul style="list-style-type: none"> · accepted disputes; · accepted, partially accepted and denied disputes; · dismissals and · reassignments. 						
1639	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility shall be provided, including but not limited to:</p> <ul style="list-style-type: none"> · dispute reasons; · dismissal reasons by type of dispute; · status of the toll when disputed; · disputes created by user; · resolution time; · number of open disputes; · number of closed disputes; · dispute Notifications received and · dispute Notifications sent. 						
1640	<p>The Contractor shall provide dispute reconciliation reports by Toll Facility shall include all Self-Service Website, Self-Service Mobile Application (Phase II and optional) and IVR transactions.</p>						
1.16.3. Financial Management Reports							
	<p>The BOS shall be capable of generating financial journals, trial balances, financial ledgers and transaction reports.</p>						
1641	<p>The Contractor shall provide for the selectable separation of reports by Interoperable Agencies, Third-Party Service Providers and/or Toll Facility, including but not limited to:</p> <ul style="list-style-type: none"> · WIC(s); · Self-Service Website; · Self-Service Mobile Application (Phase II and optional); · IVR; · courts; 						

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		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> · contact center; · mailroom; · Lockbox (optional); · transponder and · Collection Agency. 						
1642	<p>The Contractor shall provide financial journal and ledger reports that list all accounts receivables by revenue type, by Toll Facility and in summary, including but not limited to:</p> <ul style="list-style-type: none"> · Transponder-Based Transaction/Trip; · Transponder-Based Transaction/Trip by account type; · Image-Based Transaction/Trip; · Notice by transaction status or workflow stage; · adjustments; · reversals; · refunds and their dispositions and · fees. 						
1643	<p>The Contractor shall provide transaction and revenue reconciliation reports that track a transaction throughout the revenue cycle (from its entry into the BOS until its closure) and help identify the final resolution of each transaction, including but not limited to:</p> <ul style="list-style-type: none"> · the expected number and revenue for all transactions/trips; · Posting status; · pending status (including workflow location(s)); · termination reasons; · collected/actual revenue; · percentage collected and · variances. 						
1644	The Contractor shall provide an annual report that provides the analysis of Credit Card and ACH fees between TCA and the Authority's for the purpose of netting these fees out the interagency toll revenue payments.						
1645	The Contractor shall provide the capability to generate all reports by Toll Facility.						
1.16.3.1. Trial Balance and Financial Account Reports							
	The Authority will utilize reports (journal entry file exports) from the BOS to import into the Authority's financial accounting systems for the purpose of recording financial active related to the BOS. While there is no automated interface, the Authority intends to use these journal entry file exports to record financial activities into their respective general ledgers on a daily or weekly basis.						
	OCTA uses the Finance Enterprise, formally known as ONESolution, financial accounting system, which requires its own file format for import into its general ledger. Furthermore, the Authority has Business Rules and revenue recognition policies which the Contractor shall consider when developing the financial processes in the system; these details shall be identified during the Implementation Phase.						
1646	The Contractor shall provide file export report of all BOS Financial Account activity to be used to record revenues in the Authority's financial systems.						

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No.	Requirements	Required Inputs					Comments *Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O- Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
1647	The Contractor shall provide the capability for the Authority to receive information in sufficient detail to record revenues at different steps in the revenue cycle. (For example, before a Violation Notice is mailed, a transaction is in the "billable" stage and in a "billable" Financial Account and when that transaction is included on a Violation Notice, it is in the "billed" stage and in a "billed" Financial Account), including but not limited to: · when transaction/trip is submitted to the BOS; · when billable (deemed billable but not yet billed); · when billed; · when paid (payment received from customer) and · when payment remitted to the Authority.						
1648	The Contractor shall structure the Financial Accounts so revenues of one entity are not comingled with the revenues of another entity. For example, Image-Based Transaction/Trip toll revenue for one entity shall be separated in the Financial Account from Image-Based Transaction/Trip toll revenue of another entity, from Transponder-Based Transaction/Trip toll revenue and from fee revenue. Entities include the Authority and also include but are not limited to individual CTCOC Agencies and the Collection Agency.						
1649	The Contractor shall structure the Financial Accounts in such a way that all revenues and expenses from one Toll Facility are easily discernible from the revenues and expenses of other Toll Facilities.						
1650	The Contractor shall provide trial balance reports that reconcile all Financial Accounts and confirm the credit and debit balance and show general ledger codes grouped and summarized by asset and liability.						
1651	The Contractor shall provide Financial Account reports that reconcile to other transaction and financial reports.						
1652	The Contractor shall provide reports summarizing like Financial Accounts (for example, all toll revenue Financial Accounts for a particular Toll Facility), including but not limited to the following timeframes: · month; · month-to-date; · quarter; · quarter-to-date; · year; · year-to-date; · from and to date; · from and to month and · from and to year.						
1.16.3.2. Revenue Reports							
1653	The Contractor shall provide a revenue report that reflects all revenue, including but not limited to: · Transponder-Based Transactions/Trips toll revenue; · Image-Based Transactions/Trips toll revenue; · all fees and · penalties.						
1654	The Contractor shall provide a report that details potential lost revenue by status or workflow stage, as well as reasons for potential loss, such as a report listing those transactions/trips which still possess a receivable balance and have been placed on hold.						
1.16.3.3. Payment Reports							

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		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1655	The Contractor shall provide a payments report that reflects all payments, including but not limited to:						
	· Transponder-Based Transactions/Trips toll revenue;						
	· Image-Based Transactions/Trips toll revenue;						
	· prepayments;						
	· all fees and penalties.						
1656	Payment reports shall reconcile to reports provided by the various interfaces, including but not limited to:						
	· Credit Card processor;						
	· Collections;						
	· Interoperable Agencies;						
	· bank deposits, and Lockbox payments, if utilized.						
1657	The Contractor shall provide an unallocated payments report that lists all payments that could not be associated with a transaction with sufficient detail for payment research, such as the ability to back-out and re-apply against outstanding receivable.						
1.16.3.4. Registered Account Reports							
1658	The Contractor shall provide a report that reflects the prepaid balance in each account as of a point in time.						
1659	The Contractor shall provide a report that reflects all replenishments to Registered accounts over a period of time.						
1660	The Contractor shall provide a report that reflects all usage of prepaid funds over a period of time.						
1661	The Contractor shall provide a report that reflects all adjustments to accounts over a period of time (for example, adjustments would include any transaction that affects an account balance that is not included on a replenishment report or a usage report).						
1662	The Contractor shall provide a report that compares the calculated prepaid balance by account to the prepaid balance per the BOS at any point in time (for example, the calculated prepaid balance is the sum of the account balance as of the first day of the month plus replenishments less usage and plus/minus adjustments that occur during the month, compared to the BOS balance as of the end of the month). Variances shall be identified at the account level.						
1.16.3.5. Receivable Reports							
1663	The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees and penalties) for each status or workflow stage, by Toll Facility, including but not limited to:						
	· in process (not yet charged to account);						
	· charged to account (but not yet invoiced or included on a Violation Notice);						
	· Notice of Toll Evasion Violation;						
	· Notice of Delinquent Toll Evasion Violation;						
	· Collection Agency;						
	· Registration Hold and court.						
	The Contractor shall provide aged accounts receivable reports that lists all receivables (toll transactions, fees, penalties) by number of days past due and Toll Facility, including but not limited to:						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1664	· in process (not yet Posted to an account);						
	· Posted to an account (but not yet invoiced or sent a Violation Notice);						
	· current due (invoiced or sent a Violation Notice but not yet past due);						
	· past due 1-30 days;						
	· past due 31-60 days;						
	· past due 61-90 days;						
	· past due 91-120 days;						
	· past due 121-180 days;						
	· past due 181 days -12 months;						
	· past due 12-24 months;						
	· past due 24-36 months;						
	· past due 36-48 months;						
	· past due 48-60 months and						
· past due > 60 months.							
1665	The Contractor shall provide invoicing summary reports by Toll Facility, detailing the composition of transactions/trips appearing on Violation Notices by Toll Facility.						
1666	The Contractor shall provide invoicing summary reports by transaction status or workflow stage that track Violation Notice generation to final termination of Violation Notice transactions, including but not limited to counts and amounts for:						
	· Violation Notices generated;						
	· payments;						
	· dismissals;						
	· status or workflow stage and						
· re-issued.							
1.16.3.6. Collection Agencies Reports							
1667	The Contractor shall provide reports that track the status of Collections activities, by individual Collection Agency and by Toll Facility, including but not limited to:						
	· number and dollar value of Collections Placements in Collections;						
	· number and dollar value of transactions/trips in Collections;						
	· number and dollar value of Collections Placements successfully collected;						
	· number and dollar value of transactions/trips successfully collected;						
	· outstanding amounts (total and separated by fees, penalties and tolls);						
	· amounts collected (total and separated by fees, penalties and tolls) by payment source (BOS, Collection Agency #1 or Collection Agency #2);						
	· length of time in Collections;						
	· accounts recalled from Collections (total and separated by fees, penalties and tolls);						
	· transactions/trips recalled from Collections (total and separated by fees, penalties and tolls);						
	· accounts returned uncollectible;						
	· transactions/trips returned uncollectible and						
	· success rate.						
1668	The Contractor shall provide Collections inventory reports that reconcile to Collections monthly inventory by Collection Agency, and provide status on Collections, including but not limited to:						
	· number and dollar value of outstanding accounts in Collections at the beginning of the month;						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Officer S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1668	· number and dollar value of transactions/trips in Collections at the beginning of the month;						
	· number and dollar value of accounts added during the month;						
	· number and dollar value of transactions/trips added during the month;						
	· number and dollar value of accounts returned at the end of the month, by type;						
	· number and dollar value of transactions/trips returned at the end of the month, by type;						
	· number and dollar value of outstanding accounts in Collections at the end of the month;						
	· number and dollar value of transactions/trips in Collections at the end of the month and						
	· outstanding amount in Collections at the end of the month.						
1.16.3.7. Write-Off Reports							
1669	The Contractor shall provide a listing of all eligible and processed Write-Offs and their disposition (such as sent to the Authority for approval, Approved by the Authority, processed), by Toll Facility and in summary, broken down by toll, fee and penalty including but not limited to: all account-level and transaction-level Write-Offs and prior year Write-Offs paid in current year with a breakdown by selectable period for each year.						
1.16.3.8. CTOC Reports							
1670	The Contractor shall provide all Interoperable Agency and Toll Facility Reports described in Attachment A: WRTO and CTOC Technical Specifications for Interagency Electronic Data Interchange. The Interoperable reports provided in the BOS shall be updated and modified to be in compliance with the Interoperable Agency Interface specifications.						
1671	The Contractor shall provide reports on the status of Interoperable reports and file transmissions to all Toll Facilities, such as files expected but not received, issues with file transmissions/data, etc.						
1672	The Contractor shall provide the following reports:						
	· summary report;						
	· Interoperable Agency discrepancy;						
	· adjustments report (Interoperable Agency) and · Toll Facility discrepancy report.						
1.16.4. Operations Reports							
1.16.4.1. Operations Management Reports							
	Operations management reports shall provide insight into the review and management of operations and assess performance.						
1673	The Contractor shall provide real-time operations reports.						
1674	The BOS shall provide the capability to drill-down to the details for a selected transaction, including the image associated with the license plate if applicable.						
1675	The Contractor shall provide BOS performance reports that track the performance of CSC Operations, including but not limited to:						
	· customer contacts, mail handling and Violation Notification response;						
	· Case handling;						
	· first contact resolution;						
	· transponder Fulfillment;						
	· payments processed;						
	· customer disbursements processed;						
	· Interoperable Agency settlements processed;						
· returned payments processed;							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> chargebacks processed; payment plans initiated and balancing and reconciliation. 						
1676	<p>The Contractor shall provide staff performance reports that track the performance of individual Authorized Users over a period of time (for example, daily weekly and monthly) including but not limited to:</p> <ul style="list-style-type: none"> customer contacts, mail handling and Notification response; Case handling; first contact resolution; transponder Fulfillment; payments processed; customer disbursements processed; Interoperable Agency settlements processed; returned payments processed; chargebacks processed; payment plans initiated and balancing and reconciliation. 						
1.16.4.2. Self-Service Website Reports							
1677	<p>The Contractor shall provide Self-Service Website activity reports that list all activity associated with the Self-Service Website, and enable operations to assess the Self-Service Website's effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> number of accounts setup via the Self-Service Website; account statements accessed; account Maintenance activities; payments; disputes; Cases opened; Violation Notice inquires and other general information. 						
1678	<p>The Contractor shall provide reporting on the Self-Service Website usage, including but not limited to:</p> <ul style="list-style-type: none"> number of individual hits by screen; number of page views; number of repeat visitors versus new visitors; bounce rate; number of updates made to accounts and number of functional processes, for example Violation Notice payments. 						
1.16.4.3. Self-Service Mobile Application Reports (Phase II and optional)							
1679	<p>The Contractor shall provide Self-Service Mobile Application activity reports that list all activity associated with the Self-Service Mobile Application, and enable operations to assess the Self-Service Mobile Application's effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> number of accounts setup via the Self-Service Mobile Website; account statements accessed; account Maintenance activities; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	<ul style="list-style-type: none"> payments; disputes; Cases opened; Notice inquires and other general information. 						
1680	<p>The Contractor shall provide reporting on the Self-Service Mobile Website usage, including but not limited to:</p> <ul style="list-style-type: none"> number of individual hits by screen; number of page views; number of repeat visitors versus new visitors; bounce rate; number of updates made to accounts and number of functional processes, for example account replenishments. 						
1.16.4.4. Contact Center Reports							
1681	<p>The Contractor shall provide contact center reports that help determine how the Contact center is functioning and its effectiveness, including but not limited to:</p> <ul style="list-style-type: none"> quality score rating for CSRs; average talk time; number of calls offered to CSRs; number of calls answered by CSRs; number of calls abandoned; average time before abandonment; service level (what percentage of the calls are answered within the agreed-upon timeframe, such as what percentage of calls are answered within 60 seconds); average speed of answer; abandon rate; CSR availability; account Maintenance activities; payments processed; transaction history accessed; requested customer support and obtained general information. 						
1682	<p>The Contractor shall provide other performance reports to monitor, including but not limited to:</p> <ul style="list-style-type: none"> total number of calls taken by the IVR System; total number of calls taken using virtual queuing; total number of calls taken by the CSR (separate by Spanish and English); the number of and average length of calls handled for each line; the average and maximum wait time for each line; the time taken for a CSR to answer a call once that option is selected and the number of times a given menu is repeated consecutively during a given call. 						
	<p>The Contractor shall provide other performance reports to monitor emails, including but not limited to:</p> <ul style="list-style-type: none"> number of emails received CSRs; number of emails answered by group or individual CSRs; 						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1683	<ul style="list-style-type: none"> number of emails unanswered; average speed of answer by time period, daily, weekly, monthly; CSR availability and email purpose. 						
1684	<p>The Contractor shall provide other performance reports to monitor chats, including but not limited to:</p> <ul style="list-style-type: none"> number of chats offered to CSRs; number of chats answered by CSRs; number of chats abandoned; average speed of answer by time period, daily, weekly, monthly; CSR availability and chat purpose. 						
1685	<p>The Contractor shall provide other performance reports to monitor texting, including but not limited to:</p> <ul style="list-style-type: none"> number of texts offered to CSRs; number of texts answered by CSRs; number of texts unanswered; average speed of answer by time period, daily, weekly, monthly; CSR availability and Text purpose. 						
1.16.4.5. Print/Mail Reports							
1686	<p>The Contractor shall provide reports that allow operations to monitor the Print/Mail House Service Provider (optional) and/or Contractor performance against agreed to Performance Measures and manage USPS mailing activities, including but not limited to:</p> <ul style="list-style-type: none"> quantity of Notification per type; mailing time since receipt of files; Notifications rejected and not mailed with reasons and Exceptions. 						
1687	<p>The Contractor shall provide reports that show trends as they relate to USPS mailing operations workflow performance (volumes and amounts printed and mailed), including but not limited to:</p> <ul style="list-style-type: none"> Notification for each page limit (for example one-page, two-page, etc.); additional inserts; printing and mailing exceptions; returned mail, with and without forwarding address; bad address and performance against the agreed upon Performance Measures as a percentage by type of Notification. 						
1688	<p>The Contractor shall provide reports that can be used to reconcile/verify invoices from the Print/Mail House Service Provider (optional).</p>						
1.16.4.6. BOS Management Reports							
1689	<p>The Contractor shall provide reports that allow for transaction/trip reconciliation of the BOS, including but not limited to:</p> <ul style="list-style-type: none"> transactions/trips exchanged with the ETTM System; transactions/trips Posted to accounts and 						

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		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	· transactions/trips exchanged with Interoperable Agencies.						
1.16.4.7. Contractor Performance Requirements Reports							
	Contractor Performance Measures reports shall assist the Authority and the Contractor in tracking, management, and assessing of the Contractor against the Performance Measures. The reports shall be designed and Approved during the Reports Design Workshop.						
1690	The Contractor shall provide BOS-generated reports that allow Authorized Users to monitor performance to date against each of the Performance Measures. For example, the month to date and year to date performance against any individual Performance Measure.						
1691	To the extent possible the reports shall automatically calculate the actual performance against the required Performance Measure(s).						
1692	The Contractor shall provide the capability to select a random sample of the work for review and audit including but not limited to:						
	· provide hyperlinked report reflecting a random sample of a certain number of Cases over a certain period of time (for example, 100 Cases which were opened or closed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each Case and						
	· provide hyperlinked report reflecting a random sample of a certain number of adjusted or reversed transactions/trips over a certain period of time (for example, 100 transactions/trips that were dismissed between June 1 and June 30) which shall allow the Authority to click on the hyperlink to open and audit each dismissal.						
1.16.4.8. ETTM Contractor Performance Measures Reports							
	ETTM System Contractor Performance Measures reports shall assist the Authority, the Contractor and the ETTM System Contractor in tracking, management, and assessing of the ETTM System Contractor against a subset of their Performance Measures. The ETTM System Contractor has the responsibility to provide for the majority of their Performance Measures Reporting. The report shall be designed and Approved during the Reports Design Workshop.						
1693	The Contractor shall provide reports that allow Authorized Users to monitor the ETTM System Contractor performance to date against a subset of the ETTM System Requirements Performance Measures.						
1694	The Contractor shall provide ETTM System Contractor performance reports which track the performance of the ETTM System, including but not limited to:						
	· exchange of data and files between the ETTM System and the BOS and						
	· results of all BOS and CSC Operations Contractor QA activities (for example, trip building and image processing accuracy).						
1.16.5. Interface Reconciliation Reports							
1.16.5.1. General Requirements for Interface Reconciliation Reports							

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
	The BOS interfaces with various other systems and Third-Party Service Providers, as such, reconciliation of the data transfer process and exception identification are critical elements of the BOS. In Interfaces where the BOS initiates the file transfer process, the BOS shall track the successful creation of the file as required by the schedule (Configurable), the successful transfer of the file, the acknowledgement by the third-party of the successful receipt and processing of the file, the receipt of the reconciliation or response file from the third-party and the BOS's successful receipt, processing and acknowledgment of the response file. A similar tracking and reporting shall be provided when the BOS is the recipient of the transfer process. Reconciliation reports shall reconcile to other BOS and financial reports and shall meet the following Requirements.						
	These reconciliation reports shall be provided in addition to, and not in lieu of, automated reconciliation processes as described in the Requirements.						
1.16.5.2. Reconciliation with ETTM System Transactions, Reconciliation Files and Images Reports							
	These reports shall allow the balancing and reconciliation of transactions/trips and images throughout the revenue cycle, identify variances and errors and assist in investigating the problems, thus minimizing lost revenue. Such reports shall help identify trends in the flow of transactions, their final termination and reconciliation to the ETTM System. The transmission of the Transponder Status List files received from the Interoperable Agencies and the home Transponder Status List to the ETTM System also shall be tracked.						
1695	The Contractor shall provide transaction and image reconciliation reports that help identify issues, including but not limited to: transmission errors, data validity errors, missing images, missing transactions, traffic and transaction trends and exceptions.						
1696	The Contractor shall provide transaction transmission reconciliation reports that help validate that all transactions/trips transmitted by the ETTM System made it to the BOS and are correctly processed. These reports also shall validate that all other transmissions made by the ETTM System were successfully received by the BOS and that all transmissions made by the BOS are successfully received by the ETTM System.						
1697	The Contractor shall provide daily transaction transmission reconciliation reports that list all the transactions/trips transmitted to the BOS, the number of transactions/trips and the time these transactions/trips were acknowledged by the BOS. These reports also shall list the transactions/trips transmitted to the BOS that were rejected, the status of the re-transmission and records that were identified as exceptions by the receiving entity.						
1698	The Contractor shall provide transaction/trip transmission reconciliation reports that summarize the transactions/trips (quantity, amount, Posting status and Posted/paid amounts) by Payment Type that can be validated against ETTM System reports.						
1699	The Contractor shall provide image transmission reconciliation reports that help validate that all images and associated transactions/trips transmitted by the ETTM System were successfully received by the BOS. The reports shall list all the transaction images transmitted to the BOS, the number of images and data set in each file, as well as the time these files were acknowledged by the BOS.						
1700	The Contractor shall provide image transmission reconciliation reports that list the transactions/trips transmitted to the BOS that were rejected and the status of the re-transmission and images identified as exceptions by the BOS.						
1701	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with the Financial Account reports and ETTM Systems reports.						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1702	The Contractor shall provide transaction and revenue reconciliation reports that reconcile with accounts receivable and revenue reports for all transactions.						
1703	The Contractor shall provide reports that track the receipt of the TSL to the ETTM Systems.						
1.16.5.3. Reconciliation with Interoperable Agencies Reports							
	Interoperability reports are provided to assist in reconciling transaction/trips and financial settlement with Interoperable agencies.						
1704	The Contractor shall provide all CTOC reports based on the most recent ICD at the time of Go-Live. The current CTOC ICD is in Attachment A: WRTO and CTOC Technical Specifications for Interagency Electronic Data Interchange.						
1705	The Contractor shall provide all CTOC type reports for all interoperable and other service related transactions/trips processed by TCA.						
1.16.5.4. Reconciliation with ROV Lookup Source(s) Reports							
	The BOS shall Interface directly with one or more ROV Lookup sources including multiple direct DMV connections and a third-party ROV Lookup Provider to obtain vehicle registration information. The California DMV Interface shall also be used for the placement and removal of Registration Holds. The exchange of information and status shall be tracked and reported. Reports provided by the BOS shall match the transactional data provided to the applicable ROV Lookup Service Provider.						
1706	The Contractor shall provide reports that track the transmission of each vehicle registration lookup request, acknowledgment and response to each request. Data shall include the processing status of each record, including re-transmission and response code for each ROV Lookup Service Provider (initially California, Arizona, Oregon and Nevada DMVs and the Contractor-selected ROV Lookup Provider).						
1707	The Contractor shall provide reports that help identify license plates, including but not limited to:						
	· by Jurisdiction;						
	· by license Plate Type including temporary plates;						
	· license plates for which no registration data is provided;						
	· reason that no registration data is provided;						
	· license plates that have no registration data after an established period of time (Configurable);						
1708	· problematic license Plate Types and						
	· exceptions that need to be investigated (Cases).						
	The Contractor shall provide reports that provide ROV Lookup request and response trends by ROV Lookup Service Provider, Jurisdiction, date and license Plate Type.						
1709	The Contractor shall provide reports that reconcile Registration Hold requests with applicable DMV(s) initially California, including but not limited to:						
	· number of Registration Hold requests;						
	· number of Registration Holds placed;						
	· number of Registration Hold requests rejected;						
	· reason that the Registration Hold request was rejected;						
	· exceptions that need to be investigated (Cases).						
	· number of payments received at DMV;						
	· dollar amount of payments received at DMV;						
· payments amount received from DMV and							
· number of Registration Holds released;							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1710	The Contractor shall provide reports that track Registration Hold statuses and any discrepancies between the status per the BOS and the status per the DMV or out-of-state DMV.						
1.16.5.5. Reconciliation with Rental Car Companies Reports							
	The BOS utilizes the rental car company file exchange process (in addition to what rental car companies can perform on the Self-Service Website Portal) to maintain the vehicle database. File uploads also shall be used to obtain/update vehicle license plates.						
1711	The Contractor shall provide the same reports for rental cars processed through TCA.						
1712	The Contractor shall provide reports that track the vehicle license plate information provided by the rental car company, including but not limited to:						
	· files transmitted or loaded;						
	· license plates added;						
	· license plates identified as exceptions;						
	· effective beginning and end dates/times of the license plates;						
1713	The Contractor shall provide reports that track the rental information provided by the rental car company, including but not limited to:						
	· files transmitted or loaded;						
	· Image-Based Transactions/Trips against license plate and/or renter/operator for rental period;						
	· outstanding amounts;						
	· vehicle status (Registration Hold);						
1714	The Contractor shall provide reports that reconcile to Image-Based Transaction/Trip noticing and financial reports.						
	· Notices and Alerts;						
	· status or workflow stage and exceptions.						
1715	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity on rental car company license plates.						
1716	The Contractor shall provide reports that show Image-Based Transaction/Trip trends and activity by license plate.						
1.16.5.6. Merchant Account Reconciliation with Merchant Service Provider Reports							
	The BOS shall Interface with the Merchant Service Provider for processing Credit Card payments and refunds.						
1717	The BOS shall balance and reconcile every record processed, including but not limited to:						
	· payments (sales);						
	· voids;						
	· refunds;						
	· exceptions and chargebacks, chargeback reversals and replenishment.						
1718	The BOS shall load and process the Merchant Service Provider reconciliation files in support of the detailed reconciliation.						
	The Contractor shall provide reports that track the Credit Card files transmitted to the Merchant Service Provider in batch mode and/or records transmitted in real-time, including but not limited to:						

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1719	· number of payments;						
	· chargebacks, chargeback reversals and replenishments;						
	· refunds;						
	· reversals;						
	· adjustments;						
	· errors;						
	· authorizations;						
	· settlements;						
	· payment source;						
	· Credit Card type;						
	· processed amounts;						
	· process status (for example accepted, declined);						
	· counts and amounts reported by the Merchant Service Provider for each transaction type;						
	· counts and amounts reported by the Merchant Service Provider for each card type;						
	· variances;						
· declined reasons;							
· date and time of transmission;							
· Credit Card account number in PCI-compliant format;							
· account number;							
· number of attempts and							
· processing fees.							
1720	The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:						
	· records in the file;						
	· response received;						
	· errors;						
	· no response;						
	· retries;						
	· old expiration date;						
	· new expiration date;						
	· Credit Card account number in PCI-compliant format;						
	· account number;						
· current account balance (receivable or prepaid);							
· status of update;							
· exceptions and							
· account Alerts.							
	The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:						
	· records in the file;						
	· response received;						
	· errors;						
	· no response;						
· retries;							

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		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1721	· old information;						
	· new information;						
	· Credit Card account number in PCI-compliant format;						
	· account number;						
	· current account balance (receivable or prepaid);						
	· status of update;						
	· exceptions and · account Alerts.						
1722	The Contractor shall provide reports that display Credit Card payment processing fees, including but not limited to:						
	· card type;						
	· transaction type;						
	· quantity processed;						
	· amount processed; · per-transaction fees and · percentage fees.						
1723	The Contractor shall provide reports that display Credit Card payment processing trends, including but not limited to:						
	· card type;						
	· amount processed;						
	· amount declined;						
	· quantity;						
	· number of errors;						
	· transaction type (for example, payment, replenishment, reversal, refund); · fees and · percentages.						
1724	The Contractor shall provide reports that balance to financial reports.						
1725	The Contractor shall provide reports that balance to settlement reports.						
1726	The Contractor shall provide reports that balance to account reports.						
1727	The Contractor shall provide reports that balance to operations (CSR, Website, IVR) reports.						
1728	The Contractor shall provide reports that validate compliance to the Performance Measures and note the exceptions.						
1.16.5.7. Reconciliation with Credit Card Update Service Provider Reports							
1729	The Contractor shall provide reports that reflect successful or unsuccessful transmission of update files.						
1730	The Contractor shall provide reports that reflect the number of updates requested from the Credit Card update service provider.						
1731	The Contractor shall provide reports that reflect the number of updated Credit Card files received from the Credit Card update service provider.						
	The Contractor shall provide reports that track the transmission of the Credit Card expiration update request files, including but not limited to:						
	· records in the file;						
	· response received; · errors;						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1732	· no response;						
	· retries;						
	· old expiration date;						
	· new expiration date;						
	· Credit Card account number in PCI-compliant format;						
	· account number;						
	· current account balance (receivable or prepaid);						
	· status of update;						
	· exceptions and · account Alerts.						
1733	The Contractor shall provide reports that track the transmission of the Credit Card information update request files, including but not limited to:						
	· records in the file;						
	· response received;						
	· errors;						
	· no response;						
	· retries;						
	· old information;						
	· new information;						
	· Credit Card account number in PCI-compliant format;						
	· account number;						
	· current account balance (receivable or prepaid);						
· status of update;							
· exceptions and · account Alerts.							
1.16.5.8. Reconciliation with the Authority's Bank Reports							
	All payments and funds received by the BOS are deposited in the Authority's Bank Accounts. The Authority requires the capture of all deposit data in the BOS. Fees for services provided also must be reflected separately in the reporting.						
1734	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile files received from and sent to the banks have been processed.						
1735	The Contractor shall provide reports that support and identify source of errors, variances and exceptions.						
1736	The Contractor shall provide completed reconciliation and supporting BOS reports that reconcile expected revenue to the actual revenue for each account established by the BOS.						
1737	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to the financial reports.						
1738	The Contractor shall provide reconciliations and supporting BOS reports that reconcile to payments received by the BOS from various entities, such as Interoperable Agencies, Credit Card processor and Lockbox Service Provider (optional).						
1739	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various agencies.						

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No.	Requirements	Required Inputs					
		Compliance	Status	If Applicable	Source	If Applicable	Comments
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offeror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	*Comment required if "No" in Column C or "Not Provided" in Column D, optional otherwise.
1740	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to payments made by the BOS to various entities, such as Interoperable Agencies and customer refunds.						
1741	The Contractor shall provide completed reconciliations and supporting BOS reports that reconcile to the bank statements provided by the bank, including but not limited to:						
	· beginning balance;						
	· activities for the month (such as payments, adjustments and checks cleared);						
	· deposits in transit;						
	· outstanding checks;						
	· reconciling items and ending balance.						
1.16.5.9. Reconciliation with Collections Reports							
	The Contractor shall utilize collection services to pursue Image-Based Transactions/Trips and other unpaid receivable balances.						
1742	Reports provided by the BOS shall track:						
	· the transmission of files;						
	· Collections Placements in Collections by Collection Agency;						
	· collections aging and performance of each Collection Agency.						
1743	The Contractor shall provide reports that track the transmission of the collection files and Collections responses including but not limited to:						
	· number and dollar value of accounts by account type in the Collections file;						
	· outstanding amounts (fees, penalties and Tolls);						
	· number and dollar value of Collections Placements;						
	· number and dollar value of transactions/trips;						
	· number of responses received and number of errors.						
1.16.5.10. Reconciliation with California FTB Tax Intercept Program Reports							
	The Contractor shall utilize the California FTB to pursue Image-Based Transactions/Trips and other unpaid receivable balances.						
1744	Reports provided by the BOS shall track:						
	· the transmission of files;						
	· debts placed with FTB;						
	· debt at FTB aging and performance of FTB.						
1745	The Contractor shall provide reports that track the transmission of files and FTB responses, including but not limited to:						
	· number and dollar value of accounts by account type in the FTB file;						
	· outstanding amounts (fees, penalties and tolls);						
	· number and dollar value of FTB Placements;						
	· number and dollar value of transactions/trips;						
	· number of responses received and number of errors.						
1.16.5.11. Reconciliation with Lockbox Reports (optional)							

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No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	All payments and funds received by the Lockbox Service Provider (if elected) are deposited in the Authority's Bank Accounts. The Authority requires the capture of all deposit data in the BOS. If the Contractor provides a Lockbox Service Provider, the following applies:						
1746	The Contractor shall provide reports that track Lockbox Service Provider payments (summary and detail), including but not limited to:						
	· account number;						
	· Payment Type;						
	· number of payments;						
	· payment amounts;						
	· payment dates;						
	· document type;						
	· document number;						
	· amount exceptions;						
	· account exceptions and						
	· other exceptions.						
1747	The Contractor shall provide reports that balance to financial reports.						
1748	The Contractor shall provide reports that balance to settlement reports.						
1749	The Contractor shall provide reports that balance to account reports.						
1750	The Contractor shall provide reports that display payment trends.						
1.16.5.12. Reconciliation with Print/Mail House Service Provider Reports (optional)							
	The Contractor may utilize the services of third-party Print/Mail House Service Provider(s) to mail Notifications to customers. The reconciliation of the Notifications transmitted to the Print/Mail House Service Provider(s) and tracking of mailing date is critical to the CSCBOS operations.						
1751	The Contractor shall provide reports that track the Notification files and the Print/Mail House Service Provider responses, including but not limited to:						
	· number of records transmitted;						
	· number of responses received;						
	· number of bad addresses and						
	· number of corrections made.						
1752	The Contractor shall provide reports that track the Notification files transmitted to the Print/Mail House Service Provider, including but not limited to:						
	· Notification type quantity and total dollar value;						
	· number of Violation Transactions/Trips and fees and penalties in each Notice;						
	· date transmitted;						
	· response on each Notification;						
	· processing status of each Notification;						
	· date of printing;						
	· date of mailing;						
	· number of pages;						
	· Notifications that were not mailed;						
	· mailing exceptions (such as duplicate mailing or Notification missing elements);						
	· cancelled requests;						
	· re-prints and						

Volume II BOS Technology and Functionality

No.	Requirements	Required Inputs					Comments
		Compliance	Status	If Applicable	Source	If Applicable	
		Y - Yes N - No*	B-Base Product M-Base Modified D-New Development NP-Not Provided*	Customer Name and Location	O-Offoror S-Sub T-Third Party NA-Not Applicable	Subcontractor Name and/or 3rd Party Product/Vendor	
	· re-transmissions.						
1.16.6.	Data Analytics (Business Intelligence) (Phase II and Optional)						
	The Commercial Off-the-Shelf (COTS) data analytics Software will be used in conjunction with the data warehouse to provide data analytics (business intelligence).						
1753	The Contractor shall provide a COTS data analytics solution that works in conjunction with the data warehouse.						
1754	The Contractor shall provide the capability for the analysis of multi-dimensional data sets, arrays and data cubes using an online analytical processing (OLAP) tool.						
1755	The Contractor shall provide 10 pre-defined analytics reports (to be determined during a post-Go-Live Phase II period).						
1756	The Contractor shall provide the capability for Authorized Users to display, print and export to reports and presentations the results of analysis in multiple formats, including but not limited to:						
	· all standard forms of tabular reporting;						
	· all standard forms of graphs;						
	· all standard forms of charts and · maps by ZIP code, city, county, state and country.						
1757	The Contractor shall provide customized, graphical, reporting templates for the display, printing and export of information into reports and presentations.						
1758	The Contractor shall provide the capability for Authorized Users to do self-service data queries and analysis.						
1759	The Contractor shall provide the capability to produce analytical reporting so activity on the complete Express Lanes by any combination of the following parameters in both report and data query format, including but not limited to:						
	· account type;						
	· account status;						
	· customer account demographic information;						
	· CSC operational customer service data;						
	· customer Notifications information;						
	· payments type;						
	· vehicle type;						
	· Interoperable or home customers;						
	· revenue type;						
	· Transponder-Based Transactions/Trips;						
	· Image-Based Transactions/Trips;						
	· Plate Type;						
	· Violations;						
	· I-Tolls;						
· time period (for example, day, week, month, year);							
· time of day and · day of week of the transaction.							

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1. Scope of Work and Requirements			
	The following subsections describe the Scope of Work and Requirements for the CSC Operations. These Requirements are numbered to track obligations per the Agreement and any changes which may occur during the Project. Many of the Requirements contain underlying lists of specific items and work functions. The intent of these "including but not limited to" lists is to indicate to the proposer the intent and scope of the Requirement.		
1.1. Operational Requirements			
1.1.1. General Requirements			
	This section lists the high-level operations Requirements.		
1	The Contractor shall provide all management, system Maintenance, supervisory, financial and CSC Operations staff, including qualified management, professional and clerical personnel, to professionally operate and administer the Authority's CSC Operations in a manner that meets all required Performance Measures.		
2	The Contractor shall put in place the organizational structure and headcount required to meet these Requirements.		
3	The Contractor shall be responsible for all providing all consumables (other than those explicitly stated to paid for by the Authority). Costs of consumables shall be included in the Contractor's Price Proposal.		
4	At the Authority's direction, the Contractor shall perform the Work required herein for any new Toll Facilities that may be implemented during the Operations and Maintenance Phase.		
1.1.2. I-405 CSC and WIC Facility			
	The Authority will provide a new primary space for the I-405 CSC and WIC. The Contractor is required to operate these Authority provided Facilities as described in the sections below. The Contractor will have unlimited access to the Facility and may use expanded operational hours as needed to accomplish the Work. There is currently an operational OCTA Store WIC that will provide I-405 customer service that will be operated and staffed by OCTA.		
	The Contractor will not be charged rent/utilities for the use of Authority provided Facility and furnishings. Although the Facility will house other Authority contractors, the Contractor will be the point-of-contact and coordination point for all Maintenance, repair, service and janitorial issues related to the Facility regardless of location or origin,		
5	The Contractor shall coordinate and facilitate tours of CSC Operations Facilities and guide tours.		
6	The Contractor shall be the custodian of all the Authority's fixed assets at the I-405 CSC and WIC facility (regardless of provider) and provide tracking and reporting as required.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
7	The Contractor shall facilitate, coordinate and be the point of contact for all I-405 CSC Facility and Equipment related Maintenance and repairs that are not the fault of the Contractor (either the Authority will pay directly for the repairs or Authority will request that the Contractor pay and submit for payment through the weekly accounts payable batch process). All Contractor labor necessary for these services shall be included in the Contractor's Price Proposal and shall not be invoiced or be considered Additional Work. Repairs that are the result of Contractor actions shall be handled and paid for by the Contractor alone and the Authority shall be notified and kept informed.		
8	For all third party coordinated work, the Contractor shall receive a minimum of three (3) quotes and submit to Authority for Approval/selection. Upon selection, Contractor shall initiate purchase order with the selected vendor.		
9	The Contractor shall provide the coordination and facilitation of various Authority directed meetings in the CSC Operations conference rooms as requested by the Authority, including but not limited to:		
	· ensuring conference room is clean and all furniture and Equipment is in working order;		
	· providing meals for meetings (submit for payment through the weekly accounts payable batch process) and attending meeting.		
10	The Contractor shall provide and install all internal workspace signage and name plates that are Americans with Disabilities Act (ADA) compliant.		
11	The Contractor shall provide all office supplies required for CSC Operations and staff.		
12	The Contractor shall provide all Equipment supplies, for example toner, paper, etc.		
1.1.2.1. OCTA Store WIC			
	The OCTA Store WIC located in the same building as Authority's offices and is staffed by Authority employees. These Authority employees will be trained by the Contractor and the Contractor shall also provide escalation and operations support. There is no room for operational activities other than walk-in customer service at this site. OCTA Store WIC computers, peripherals and Equipment will be provided by the Authority.		
1.1.2.1.1. Hours of Operation and Holidays			
13	The Contractor shall train and provide escalation and operations support for the Authority employees and customer relations staff.		
14	The OCTA Store WIC shall be open 8 am- 5 pm Monday – Friday, Pacific Time.		
15	The OCTA Store WIC shall observe the following Holidays:		
	· New Year's Day;		
	· Memorial Day;		
	· Independence Day;		
	· Labor Day;		
	· Thanksgiving Day;		
	· Friday after Thanksgiving Day and		
	· Christmas Day.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
16	For any listed Holiday occurring on Saturday or Sunday, the OCTA Store WIC shall observe the Holiday on the same day as Authority's other staff.		
17	The Authority may close the OCTA Store WIC (for example, for emergency or weather conditions).		
1.1.2.2. New I-405 CSC and Walk-in Center (WIC)			
	The CSC site is the sole Authority provided space for customer contact, CSC Operations and other processing required to meet the Requirements.		
	The CSC Facility shall meet the requirements below.		
18	The Contractor shall staff and operate the CSC.		
19	The Contractor shall provide Maintenance at this Facility and ensure that the Facility is professional in appearance and clean.		
20	The Contractor shall exercise due care in the use, Maintenance and storage of the Authority-provided Facility, property and assets.		
21	The Contractor shall comply with all requirements of the property lease and Facility license agreements (if applicable).		
22	The Contractor shall promptly notify the Authority of any weakness in the security at the CSC Facility.		
23	The Contractor shall utilize cameras in accordance with PCI/PII requirements and the Contractor's preferred operational and security approach. The Authority shall have access to view and copy the camera footage upon request.		
24	The Contractor shall make all Authority-directed and Approved improvements to the CSC Facility, if any, as a combination of Additional Work, a pass-through cost, or submitted through the weekly accounts payable batch.		
25	The Contractor shall provide a minimum of one Spanish-speaking CSR in the CSC Facility during all the hours of operation.		
26	The Contractor shall equip the CSC customer contact center such that customers shall not hear cross talk when contacting the CSC by phone (crosstalk is any phenomenon by which a signal transmitted on one circuit or channel of a transmission system creates an undesired effect in another circuit or channel).		
1.1.2.2.1. Hours of Operation and Holidays			
	The Authority require a high-level of customer service availability. The hours below are the minimum hours which the various elements of the CSC Operation must be staffed and operated.		
27	The CSC contact center shall be open for calls, customer contacts and customer interactions from 8 a.m. to 6 p.m. Monday – Friday, Pacific Time.		
28	The CSC shall observe the following Holidays:		
	· New Year's Day;		
	· Memorial Day;		
	· Independence Day;		
	· Labor Day;		
	· Thanksgiving Day;		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	<ul style="list-style-type: none"> Friday after Thanksgiving Day and Christmas Day. 		
29	For any listed Holiday occurring on Saturday or Sunday, the CSC shall observe the Holiday on the same day as Authority's staff.		
30	The Contractor shall close the CSC upon Approval from the Authority (for example, for emergency or weather conditions).		
1.1.2.3. Serving Customers with Special Needs			
	The Contractor shall work with the Authority and develop a I-405 CSC and WIC Facility design that meets the latest ADA standards for accessibility for both staff and customers and be of appropriate size to contain the staff, furniture, Equipment and supplies necessary to conduct operations described in this Scope of Work for the duration of the Agreement.		
31	The Contractor shall report any Facility-related ADA compliance issues to the Authority immediately.		
32	The Contractor shall identify and contract with a real-time translation service to serve customers whose language is other than English and Spanish, and whose language is not spoken by an available Contractor staff person. The service is to be provided on an as-needed basis and be available during all customer service hours.		
33	The Contractor shall track the use of the translation service and shall provide tracking and accountability that identifies which account or document is related to each use of the service.		
34	The Contractor shall provide and utilize Equipment to serve hearing-impaired customers in accordance with customer service best practices and applicable federal and state statute and requirements.		
1.1.2.4. Security and Facility Access Control			
35	At the CSC, the Contractor shall be responsible for administering the physical security system and the CCTV surveillance systems.		
36	The Contractor shall provide and/or coordinate all security badges, parking, and administrative needs to access the building office space and for Authority staff or third-party vendors to work from the CSC location, as needed.		
37	The Contractor shall ensure the I-405 CSC Facility are accessed only by authorized personnel with the appropriate privileges, and the Contractor shall ensure security is not breached. The Contractor shall be responsible for establishing procedures and policies and carrying out these procedures and policies for all visitors accessing the I-405 CSC Facility. The policies and procedures shall be Approved by the Authority.		
38	The Contractor shall ensure access is limited to those functions required for the employees to perform their jobs while providing an appropriate segregation of access, based on employee responsibilities.		
39	The Contractor shall maintain and provide to the Authority as requested an access matrix that lists all personnel with access privileges to the CSC Facilities. The matrix shall identify each employee's position, job functions, Facility access rights, and access rights. Visitors and guests who are not directly working on the Project must be approved by the Authority in advance.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
40	The Contractor shall conduct reviews of the access matrix against the actual access for all employees in accordance with all security Requirements. Such reviews shall be conducted no less than quarterly or anytime at the request of the Authority. The Authority shall be invited to witness this review. The schedule for these reviews shall be included in the Operations Plan.		
41	The Contractor shall ensure all Facilities used by the Contractor to perform any Work in support of the Agreement shall be established and maintained in compliance with the Security Standards throughout the Term of the Agreement.		
1.2. Operational Functions			
	CSC Operations shall cover all functional areas as summarized below, including any required manual interactions or data entry that may be required of Contractor staff.		
1.2.1. Account Management			
	The Contractor shall provide the following services in an efficient and effective manner that allows customers to establish, manage and monitor their accounts.		
42	The Contractor shall process all account opening activities, not otherwise performed by the customer, using the BOS, including but not limited to processing the customer application, customer acceptance of terms and conditions, Account Plan enrollment and qualification verification, payment processing, and transponder Fulfillment.		
43	Using the BOS, the Contractor shall be responsible for the Fulfillment of any and all transponder types specified by the Authority.		
44	The Contractor shall support the assigning, qualification verification and management of Account Plans, including non-revenue plans in the BOS, as Approved by the Authority,		
45	In case of an incorrect or incomplete application, the Contractor shall contact the customer to facilitate successful account creation.		
46	The Contractor shall support all activities related to account closing. In the event of closing the Contractor shall ensure that the customer's transponder(s) is changed to the appropriate status in the BOS and that all outstanding balances are paid or handled in accordance with the Business Rules, Operations Plan and SOPs prior to closing the account.		
47	The Contractor shall update customer account information based on information received from entities including but not limited to:		
	· customer or Authorized Designee;		
	· Registered Owner of Vehicle (ROV) Lookup Provider;		
	· United States Post Office;		
	· Skip Trace Service Provider;		
	· Banks (for replenishment);		
	· Collection Agencies;		
	· Print/Mail House Service Provider;		
· Lockbox Service Provider (if used by Contractor);			
· Credit Card Update Service Provider and			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	Merchant Services Providers (MSPs).		
1.2.1.1. Payments, Fees and Refunds			
	Contractor will process payments at the CSC Facilities and over the phone as well as resolve and post any payments where the Lockbox Service Provider (if used by Contractor) was unable to identify the correct account. In addition, the Contractor will assist in the processing of third-party and pass-through payments.		
48	The Contractor shall process all payments received from customers either directly or through the services of a Lockbox Service Provider.		
49	The Contractor shall resolve and process Lockbox Exceptions if a Lockbox Service Provider is utilized. These exceptions are payments which cannot be readily associated with a customer account. The Contractor shall be responsible for conducting timely research on these payments so that they can be posted to a customer account as quickly as possible. If all research avenues have been exhausted and documented and the payment remains unassociated, the payment shall be tracked as an unidentified funds Case for future resolution.		
50	The Contractor shall support processing of payments by Authority staff, customers, Franchise Tax Board, DMV, Interoperable partners and Collection Agencies and reconcile all payments to customer accounts and money deposited in the bank.		
51	The Contractor shall apply any fees which require manual application using the BOS in accordance with Business Rules, Operations Plan and SOPs.		
52	The Contractor shall research, respond to and process chargebacks.		
53	After the pre-established time period determined by the Authority has expired, the Contractor shall issue refunds using the same channel the customer used, if possible, to make the payment, in accordance with the applicable Authority Business Rules, Operations Plan and SOPs.		
54	In the case of check refunds, the Contractor shall use Positive Pay to deter check fraud.		
55	The Contractor also shall ensure that Credit Card refunds are successfully processed.		
56	The Contractor shall process, enter, print and send all refund checks and enter the resulting financial transactions into the Authority's financial accounting systems. The Contractor shall work with the Authority to setup all required accounts and processes to facilitate this entire process.		
57	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for direct payments to third parties for issuance by the Authority (for example, payments to third parties contracted directly by the Authority to provide services at the I-405 CSC Facility).		
58	At the direction of the Authority and per the SOPs the Contractor shall enter payments into the Authority's financial accounting systems for reimbursement of pass-thru costs submitted by the Contractor for issuance by the Authority.		
1.2.1.2. Account Plans			
	The Authority has several Account Plans. These plans may be assigned at the individual transponder, or account level and each may have only one Account Plan assigned to it.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	The Contractor shall be responsible for managing the various Account Plan programs including, enrollment in the program, eligibility verification, program membership renewal, and handling questions from customers regarding how the programs work and questions about specific transactions/trips under the programs. In addition to the Account Plans listed in this section, the Contractor should expect that plans may be added, deleted or modified over the course of the Operations and Maintenance Phase.		
59	In accordance with Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all the Account Plans, including new and modified plans.		
60	For the Account Plans that require qualification, the Contractor shall verify qualification, scan and attach the qualification documentation prior to adding the plan(s) to the customer account.		
61	For Account Plans requiring qualification, the Contractor shall remove the Account Plan and notify the customer if their eligibility requirements are no longer met.		
62	For Account Plans which expire and require renewal, the Contractor shall verify qualification prior to renewing the plan on the customer account.		
63	For Account Plans requiring payment, the Contractor shall collect appropriate payment from the customer as required by the enrollment process for the specific Account Plan.		
1.2.1.3. Non-Revenue Program			
	The Authority allows for non-revenue passage on qualified users on specific facilities. Non-revenue passage may be assigned at the individual transponder, or account level. The Contractor shall maintain strict control when a transponder is issued to an account with a non-revenue plan and the reason for issuing it. The Authority must ALWAYS Approve the issuance of any non-revenue transponder.		
	The Contractor shall be responsible for managing enrollment in the program after obtaining the Authority's approval, verifying eligibility, handling questions from customers in regard to how the programs work and questions about specific transactions/trips under the programs.		
64	In accordance with the Business Rules, Operations Plan and SOPs, the Contractor shall provide support for all of the Authority's non-revenue programs.		
65	Prior to applying a non-revenue plan to a transponder, plate or an account, the Contractor shall obtain Approval from the Authority.		
66	The Contractor shall maintain documentation of authorization for each non-revenue plan that has been assigned to a transponder or an account, and this documentation shall be available for review by the Authority at all times.		
67	The Contractor shall manage non-revenue account participants certification that the transactions/trips on a non-revenue account are according to the agreement.		
68	The Contractor shall perform random checks to confirm the transponder is being used on an authorized plate.		
69	The Contractor will administer non-revenue accounts that do not have transponders issued when directed by the Authority.		
1.2.2. Privacy			

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	Privacy is of utmost concern to the Authority. The Contractor shall adhere to privacy and security Requirements set forth below and in the Security Standards and current law and regulations.		
70	The Contractor shall develop and comply with all Approved Security Standards. Security Standards shall be updated to reflect changes in industry requirements, partner agreements and to address detected security weaknesses.		
71	The Contractor shall not release information to anyone unless authorized by the Authority. The Contractor shall develop an SOP and approval process for the release of information.		
72	The Contractor shall establish reasonable methods to verify the identity of customers prior to the release of any customer account information, and such methods shall be documented in the Operations Plan and SOPs.		
73	The Contractor shall validate the identity of the customer prior to release of any image. This may include requiring a photo ID at a WIC.		
1.2.3. Rental Cars			
	The Authority's customers utilize rental vehicles which create transactions/trips that are initially assigned to a rental agency. The Authority may utilize Rental Car Service Providers and/or other designated entities for processing the rental car trips.		
74	The Contractor shall work directly with customers, the Rental Car Service Provider and/or other designated entity to accurately process all rental car trips and resolve rental-related requests.		
75	The Contractor shall enter into agreements with a Rental Car Service Provider for the purpose of providing a seamless and cost-effective solution for customers. The Authority shall have the right to review and approve all Rental Car Service Provider Agreements.		
76	The Contractor shall provide the capability for a rental customer to post-pay a toll based on the Authority's Business Rules.		
77	The Contractor shall process affidavits of non-liability for rental/lease vehicles and pursue the named party.		
78	The Contractor shall resolve charges by rental agencies for accountholders who incur a charge by rental agencies.		
1.2.4. Search Warrants, Subpoenas, Litigation and Public Records Requests			
	The Authority receives requests for information and assistance from the law enforcement and legal communities as well as public records requests. These requests are highly time-sensitive and required sensitive and skilled handling.		
79	The Contractor shall refer all requests, inquiries, subpoenas, search warrants, public records requests and official information requests to the Authority, in accordance with Business Rules, Operations Plan and SOPs.		
80	In accordance with the Business Rules, Operations Plan and SOPs for handling and tracking of such requests, the Contractor shall gather and provide the information requested by the search warrant or subpoena upon receiving Approval from the Authority to do so.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
81	The Authority may request that the Contractor compile data for subpoenas, search warrants, litigation matters, or other reasons. The Contractor shall respond to all requests from the Authority in a timely manner and in accordance with the Business Rules, Operations Plan and SOPs.		
82	The Contractor shall assist the Authority's risk management department as directed in handling all claims and requests.		
83	If the research will take longer than two (2) Business Days, the Contractor must advise the Authority.		
84	The Contractor shall provide qualified personnel to support litigation, including providing testimony as an expert witness upon request from the Authority.		
1.2.5. Image Review Support			
	Image collection and processing is a fundamental operation of the Authority's transaction/trip processing and Violation enforcement process. Vehicle license plate images are captured by roadside Equipment for all transactions/trips. If a valid FasTrak transponder is not identified, the images associated with that transaction/trip are reviewed by the ETTM System Contractor in a process called image review. These images and results of the review will be used to determine if a plate is associated with a FasTrak account or is a Violation. These will include rear license plate images as well as Region of Interest images. The ETTM System Contractor will identify the plate number, and Jurisdiction and Plate Type, if applicable, and provide this information to the BOS. The BOS will automatically Post the transaction/trips to the customer accounts, IOP or generate Violation Notices based on the license plate information received from the ETTM System Contractor.		
1.2.5.1. Image Review Quality Assurance			
	The accuracy of the image review process is critical to the successful identification of the ROV. As part of the Quality Assurance (QA) process, the Contractor will conduct an accuracy review and audit process of the manual and automated image review results. Using the ETTM System Contractor's-provided quality review tool, the Contractor will perform quality reviews on the results from each ETTM System Contractor to ensure that the ETTM System Contractor is accurately identifying a high percentage of license plates.		
85	The Contractor shall provide for an adequate number of trained and qualified image review staff to handle the quality review volume.		
86	The Contractor shall perform manual image review on a sample of at least 1% of all Image-Based Transactions/Trips per month that were provided by the ETTM System Contractor to determine accuracy of state, Plate Type, plate number and OCR confidence level.		
87	The Contractor shall provide a report to the Authority of the audit and findings.		
88	The Contractor shall correctly determine for each image set whether the ETTM System Contractor accurately processed the image and if not enter the correct plate information or reject code and provide the findings to the ETTM System Contractor.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
89	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.		
1.2.5.2. DMV No Registered Owner Information Return Quality Review			
	Periodically image transactions/trips will be returned from the DMV source with no registered owner information. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor's responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate or improperly formatted DMV submission.		
90	The Contractor shall review all image transactions/trips that are returned from the DMV source without registered owner information to ensure license plate entry was accurate.		
91	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to:		
	· plate number;		
	· Plate Type, if applicable and · Jurisdiction.		
92	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.		
1.2.5.3. Customer Inquiry Image Error			
	Quality reviews are required to verify customer-disputed transactions/trips. Customers may contact the CSCs regarding a notification they received that incorrectly identifies them as a user of a Toll Facility. This can be a result from several factors including a license plate entered incorrectly. Part of the Contractor's responsibility will be to ensure the transactions/trips with no registered owner information were not caused by an incorrect license plate.		
93	The Contractor shall also research and review images related to customer disputes and correct and reprocess.		
94	The Contractor shall accurately enter information related to the vehicle identified in each image set, including but not limited to:		
	· plate number;		
	· Plate Type, if applicable and · Jurisdiction.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
95	The Contractor shall work with the Authority and ETTM System Contractor to take the necessary steps to correct identified errors from the automated review process so that they do not continue to occur. For example, an ETTM System may be mistaking the letter "E" for the letter "F" for the State of California so the Contractor would communicate the problem to the specific ETTM System Contractor and provide examples of the issue.		
1.2.6. Owner Identification			
	Successful acquisition of accurate ROV information is critical to the success of the Authority's Violation enforcement program. The Contractor shall be completely responsible for establishing and maintaining both technical and operational relationships with the Registered Owner of Vehicle (ROV) Lookup Providers. The Contractor must ensure that the Authority is receiving the optimum number of current and accurate ROV matches.		
96	The Contractor shall establish and maintain up-to-date agreements with each Registered Owner of Vehicle (ROV) Lookup Provider.		
97	The Contractor shall provide the capability to track and follow the renewal Requirements for each Registered Owner of Vehicle (ROV) Lookup Provider. For example, a state may require that a DMV data access application form be submitted and approved annually.		
98	The Contractor shall use online interfaces to the California, Arizona, Oregon and Nevada DMVs and other DMVs as they become available to manually look up individual license plates at the request of the Authority or in order to resolve customer disputes.		
99	The Contractor shall provide the following ROV-related activities, including but not limited to:		
	· Establish and maintain a relationship with each Registered Owner of Vehicle (ROV) Lookup Provider;		
	· Manage current contracts and service level agreements with each Registered Owner of Vehicle (ROV) Lookup Provider;		
	· Monitor and evaluate the number of successful matches by Jurisdiction;		
	· Monitor and evaluate the number of successful matches by Registered Owner of Vehicle (ROV) Lookup Provider;		
	· Monitor and evaluate the number of successful matches by type of license plate;		
	· Identify issues with manual license plate identification and provide information to allow the ETTM System Contractor to correct the issue, including examples and training material;		
	· Identify issues with automatic license plate identification and provide information to allow the ETTM System Contractor to fix the issue and		
· Identify areas where the ROV match is lower than the average, investigate potential solutions and provide recommendations to the Authority.			
100	The Contractor shall coordinate with the ETTM System Contractor regarding BOS updates required due to any changes in ROV Requirements.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
101	The Contractor shall monitor the success of ROV Lookup requests each month and when a change is made by the ETTM System Contractor reporting on the number of requests for which an ROV was obtained (successful lookup) and the number for which a request was not obtained (unsuccessful lookup) by Jurisdiction.		
102	The Contractor shall identify Jurisdictions in which the percentage of successful requests decreases by more than five percent (5%) from the prior month and shall work with the appropriate Registered Owner of Vehicle (ROV) Lookup Provider to identify issues and solutions in collaboration with the ETTM System Contractor to ensure images are processed correctly.		
103	The Contractor shall develop solutions to increase the ROV Lookup success.		
104	The Contractor shall research and then input and manage the BOS Protected Plate data that associates an address with the agency names that are returned from the DMV or ROV Lookup Provider for license plates registered to a customer affiliated with federal, state or local agency that is allowed to shield addresses.		
105	The Contractor shall facilitate the Protected Plate process of entering the correct agency address and resending the Violation Notice.		
1.2.7. Customer Communications			
1.2.7.1. Outgoing Customer Notification			
	The Contractor is responsible for all necessary customer communication in accordance with the Operations Plan. At its discretion, the Authority will choose to produce some outgoing customer correspondence within its reprographics department.		
106	The Contractor shall make contact with customers, by using the Authority's required method of communication about account management, general information, marketing, changes to account and privacy policy.		
107	The Contractor shall be responsible for printing, pdf creation, storing and associating with accounts, envelopes, mailing and postage for all communications.		
108	The Contractor shall be responsible for acquiring and assembling all materials necessary for the mailing of transponders including, welcome kit, envelopes, sealing wafers, special inserts, stickers and mounting strips. The Contractor shall pay for mounting strips and other items not explicitly included in the pass-through list.		
109	When directed by the Authority, the Contractor shall coordinate with the Authority's reprographics department for the production of outgoing correspondence. The Contractor shall be responsible for pick up, assembly and mailing.		
110	The Contractor shall utilize the USPS/NCOA database services to validate a customer address prior to mailing correspondence.		
111	The Contractor shall provide all postage meters and be responsible for payment of any postage meter fees.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
112	The Contractor shall be required, at its own expense, to communicate to customers or the general public, including resending corrected notifications, any information related to issues or problems caused by the Contractor that affect customers, as further set forth in the Agreement.		
113	The Contractor shall be responsible for printing, packaging and distributing printed information, developed by the Authority.		
114	The Contractor shall manage the sending of e-blasts (sending of an email simultaneously to a group of people), developed by the Authority, to selected groups of customers or all customers using BOS functionality.		
1.2.7.2. Outgoing Communications (Future)			
	The Authority may elect during the Term of the Agreement to offer video tolling for unregistered accounts (mailed invoices) as the first step of the Violations process. The Authority anticipates that video tolling transactions would be grouped in regular intervals, such as weekly or monthly, prior to mailing invoices to customers.		
115	If directed by the Authority, the Contractor shall manage the mailing of invoices and the subsequent customer dispute and Violations process.		
1.2.7.3. Incoming Customer Communication			
	Incoming customer communication includes customer applications; replenishment payments; Violation payments; customer complaints; disputes; general public inquiries; legal notices (for example, bankruptcy, subpoena etc.); requests for account closures, account information updates and transponders. These communications will be received through all channels including but not limited to phone calls, faxes, texts, chat sessions, emails, Authority contacts, and mail.		
	Facilities and procedures are required to provide careful and efficient handling of all incoming customer communication, including the BOS providing for tracking of customer requests as Cases associated to the appropriate account(s).		
116	The Contractor shall assume the responsibility of establishing all required post office boxes.		
117	The Contractor is responsible for all mail pickup and transfer between Facilities as required.		
118	The Contractor shall receive mail from the post office boxes for incoming mail.		
119	All customer contacts handled directly through the Contractor staff shall be noted in the customer account in the BOS to maintain an accurate history of the customer's interaction with the CSC and Authority.		
120	The Contractor shall provide a response for all correspondence received from the customer regardless of which channel the customer uses to communicate, including but not limited to, correspondence received by:		
	· email;		
	· fax;		
	· text;		
	· chat;		
	· communication from the website's "Contact Us" feature and		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· delivered (USPS or by other means) correspondence.		
121	The Contractor shall monitor and respond to customer requests received by phone, chat and text in real time when received during regular business hours.		
122	The Contractor shall strive to provide first contact resolution and track the number of contacts resolved on first contact.		
123	The Contractor shall encourage users receiving a Violation Notice to open a FasTrak account when they contact the CSC.		
124	The Contractor shall ensure incoming correspondence (paper or electronic) is scanned (in the case of paper correspondence), saved and associated with the customer's account and any applicable Case(s). Non-customer correspondence shall also be scanned and catalogued for easy access. Paper copies shall be shredded, in accordance with security requirements, and policies agreed upon by the Authority, in adherence with the Security Standards and documented in the Operations Plan.		
125	The Contractor shall use the same channel used by the customer or customers preferred channel to respond to the customer correspondence unless the Business Rules, Operations Plan or SOPs specify a different channel or if the nature of the customer issue necessitates the use of a different channel.		
126	The Contractor shall monitor the communications channels used and frequency of all customer correspondence and recommend for consideration BOS configuration changes that improve the use of customer-friendly, efficient and cost- effective customer communication methods.		
127	Some customer contact may involve questions about Image-Based Transactions/Trips. The Contractor shall utilize the BOS to view images related to the transaction/trip in question and if appropriate work with the ETTM System Contractor to correct issues.		
128	All incoming mail shall be processed by the Contractor, in accordance with the SOPs and applicable standards, including but not limited to the Security Standards. Such requirements include but are not limited to: segregation of duties; date stamping the mail, categorization, scanning and/or saving into the BOS as Cases, and then assigning to the appropriate Contractor staff for processing.		
129	The Contractor shall develop a workflow process that clearly documents the handling process for all incoming correspondence and communication through all channels, ensuring all incoming correspondence and communications are recorded, reviewed and properly routed (such as, operational correspondence, financial, contractual, etc.). This shall be documented in the Operations Plan and SOPs.		
130	The Contractor shall ensure all correspondence handling processes and controls are documented and adhered to by operations staff. The Authority shall Approve the correspondence handling process and any changes to the handling process.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
131	With the exception of customer requests regarding their own accounts, the Contractor shall only answer general inquiries as they relate to general information about the tolling facilities serviced and services provided by the CSC. All other inquires and communications shall be escalated to the Authority as a Case as set forth in the Operations Plan and SOPs, unless the Contractor is otherwise directed in writing by the Authority. This includes inquiries from or communications with the media, government agents, Public Records Act requests and individuals representing organizations for purposes other than directly related to their own customer account.		
132	The Contractor shall keep a record of all information requests as a Case, inform the Authority immediately of inquiries from these entities and direct such inquiries to the Authority, according to the Operations Plan.		
133	Customers may contact the Contractor regarding issues the Contractor does not control, for example debris on the roadway, or general tolling questions. The Contractor shall collect the required information and handle the issue in accordance with the Operations Plan. The Contractor shall create a Case and track the issue until it is accurately resolved or handed off to the appropriate party responsible for resolution in accordance with the Operations Plan.		
1.2.7.4. Returned Mail Processing			
	Returned mail shall be returned by the USPS and the Contractor shall update the BOS to reflect the status of the Notification and attempt to obtain a different address to mail the Notification to the customer if a forwarding address was not provided.		
134	The Contractor shall scan each returned envelope and Notification and attach the scan to the correct customer account. Any physical pieces of returned mail received will follow the document disposal process after scanning.		
135	The Contractor shall enter a forwarding address, if provided.		
136	For addresses without a forwarding address, the Contractor shall mark the address as bad.		
137	For bad addresses on FasTrak account correspondence, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.		
138	For bad addresses on Violation Notices, the Contractor shall attempt to determine a new address using the USPS/NCOA database and Skip Trace services.		
139	The Contractor shall utilize the USPS/NCOA database and Skip Trace services to find a customer address.		
140	If a different, current address is provided, the Contractor shall update the address in the BOS and take the necessary steps for the BOS to re-issue the correspondence.		
1.2.7.5. Collateral Materials for Customers			
	The Authority will provide the art work for all customer collateral, excluding system generated notices.		
141	The Contractor shall print, deliver to and inventory all collateral materials according to the print specifications provided by the Authority.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
142	The Contractor shall work with the USPS to obtain approval of printed material design to ensure compliance with the USPS requirements and to determine the lowest postage and staff handling effort for each mail piece type.		
143	The Contractor shall modify/update as directed by the Authority and print the generic collateral material when changes to the information contained in the material necessitate a revision.		
1.2.7.6. Customer Request Management			
	The BOS provides the capability to create, assign and manage requests made by customers or Authorized Users which cannot be completely resolved at the time of the request. These requests become Cases. Case management is the creation and management of Cases where a Case represents an activity or action required to satisfy the Authority, customer or general public need or inquiry.		
144	Many customer issues or requests (such as, changing a customer's contact information), can be completely resolved at the time of the customer request. If the issue or request is completely resolved during the initial contact, the Contractor shall notate it in the customer's account.		
145	Any customer issue or request that cannot be completely and accurately resolved at the time of request shall be entered into the BOS as a Case, for management, tracking and reporting. Contractor's staff shall work open Cases through to final resolution in a timely manner as required in the Operations Plan and in accordance with the Performance Measures.		
146	The Contractor shall accurately resolve and respond to customer issues and requests by the customer's preferred method of contact (email and mail) if available and according to the Business Rules, or by letter, email, mail, phone or text depending on the circumstances of the issue/request. The escalation procedures for customer issues and requests shall be described in the Operations Plan.		
147	The Contractor shall respond to customer Cases according to the Business Rules, Operations Plan and SOPs. The CSC Manager responsible for Case management shall review the list of open Cases on a daily basis and shall make sure they are accurately resolved in accordance with and within the timeliness set forth in the Operations Plan and the Performance Measures. The Authority shall be notified immediately if there are any critical comments or issues that need immediate attention.		
148	The Contractor shall be responsible for the resolution of all customer disputes, which are managed as Cases, in accordance with the Authority's policies, the Business Rules, Operations Plan and SOPs.		
149	The Contractor shall select the proper case type and case resolution.		
150	The Contractor shall utilize pre-approved auto responses for case resolution as appropriate.		
151	The Contractor shall process dispute Cases (Investigative Review) involving adjustments to vehicle class, transaction/trip adjustments and reversals, reassigning of Violations, and other resolutions. Specific types of disputes shall require supervisor/manager review and approval, and all waivers, adjustments and reversals shall be in accordance with the Operations Plan and SOPs.		
152	The Contractor shall place the disputed transactions/trips and Violation Notices on hold and release the hold in the BOS in accordance with Operations Plan and Business Rules.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
153	The Contractor shall ensure all supporting documentation from the customer to resolve a dispute Case, as required by the Operations Plan and Business Rules, is obtained. If the customer does not provide the supporting documentation, the Contractor shall contact the customer in accordance with the timeframes defined in the Business Rules and Operations Plan.		
1.2.7.7. Ongoing Customer Satisfaction Surveys			
	The Contractor shall work with their Customer Satisfaction Survey Provider Subcontractor to establish a program that provides customer feedback regarding the services the Contractor provides and the Express Lanes themselves.		
154	The Contractor shall offer the survey opportunity to every customer each time they contact the CSC.		
155	The Contractor shall contract with a third-party Customer Satisfaction Survey Provider Subcontractor.		
156	The Contractor shall create a customer survey program to measure the quality of the services they provide.		
157	The Contractor shall modify the program as needed or as directed by the Authority.		
158	The Contractor shall make contact with each customer who rates their experience with an overall score below an agreed upon threshold, as noted in the Operations Plan, within five (5) Business Days of the customer submitting the survey.		
159	The Contractor shall monitor the customer surveys and provide a report to the Authority monthly.		
160	The Contractor shall provide training on the survey tool to CSRs and other applicable personnel, including the purpose of the survey and the use of the survey tool.		
161	The Contractor shall review survey results with CSRs and other applicable personnel during periodic meetings regarding individual's performance.		
162	The Contractor shall provide the Authority convenient, electronic access to the up to date and historic survey results.		
163	The Contractor shall include the customer survey results, including trending, in as part of the Monthly Operations Report.		
1.2.7.8. Customer Service Quality Monitoring and Reporting			
	The Contractor interacts with the Authority's customers directly through many different channels including, but not limited to, in person at the WIC, over the phone, in writing via chat, text, email and responses to the Cases. The quality of these interactions and the service provided to its customer is of utmost importance to the Authority. In addition to Customer Satisfaction Surveys, the Authority expects the Contractor to develop and enact quality programs for all aspects of its operation and to train its staff to use deliberate care in each interaction and in serving the Authority's customers.		
164	The Contractor shall ensure all CSC staff is trained in a manner which ensures excellent customer service in every customer interaction as measured by the Performance Measures.		
165	The Contractor shall record the reason(s) for each contact (via all contact channels) by using Approved call wrap-up codes, entering account notes or other tracking approach to document the reason for the contact and memorialize the resolution or required next steps.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
166	The Contractor shall monitor and score both live and recorded CSR calls for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		
167	The Contractor shall monitor and score WIC CSR interaction, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		
168	The Contractor shall review and score all customer interaction channels, resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		
169	The Contractor shall review and score Case resolution activities and outcomes for accuracy, efficiency, professionalism and courteousness in accordance with the Approved Quality Plan.		
170	The Contractor shall periodically monitor CSR screen navigations by remotely viewing the CSR's screen.		
171	The Contractor shall track monitoring results and submit a monthly summary to the Authority as part of the Monthly Operations Report.		
172	The Contractor shall track all escalated issues and resolutions and provide a monthly report to the Authority as part of the Monthly Operations Report.		
173	The Contractor shall review information provided by the Authority upon their review of customer interaction and make any changes to improve customer service.		
174	The Contractor shall provide the capability for the Authority to, at the Authority's discretion and without prior notification to the Contractor, monitor all live and recorded calls and all other types of correspondence.		
175	The Contractor shall provide for review by the Authority all documentation related to the Contractor's quality program.		
176	The Contractor shall conduct monthly quality monitoring calibration meetings for all Contractor staff who monitor customer interaction. The Authority shall be invited to attend these meetings.		
1.2.8. Transponder Management			
	The Authority will purchase transponders and the Contractor shall perform all other work related to transponders.		
177	The Contractor shall manage all aspects of the transponder lifecycle. This includes but is not limited to:		
	· initiate a PO request;		
	· receiving into inventory;		
	· testing transponders upon receipt and prior to issuing;		
	· programming transponders as necessary, for example programming a standard 6c transponder to indicate that the vehicle is a motorcycle;		
	· assigning and issuing to customers;		
	· tracking transponders through their life;		
	· recycling (evaluating, cleaning and testing) for reissue;		
	· managing transponder recalls;		
· warranty return and replacement and			
· disposal of transponders.			

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
178	Upon customer request, the Contractor shall assign, and mail transponder(s) to customers.		
179	The Contractor shall support the distribution of transponders by the Contractor and US mail.		
180	The Contractor shall include user guide and mounting instructions, mounting strips and other materials, as may be determined by the Authority to be required with the distribution of each transponder. The camera-ready copy of any transponder kit materials will be provided by the Authority.		
1.2.8.1. Transponder Inventory Management			
	The BOS shall have a transponder inventory and management system that tracks and maintains transponder inventory, identifies and supports the transponder recall program and tracks transponder warranty.		
181	The Contractor shall be responsible for ordering (if requested by the Authority), tracking and transporting the transponders at all CSC Facilities ,including the OCTA Store WIC.		
182	The Contractor shall ensure that an adequate supply of transponders is available at all times. When the inventory reaches a pre-determined level identified in the Operations Plan the Contractor shall initiate order requests with the Authority, based upon existing inventory and forecasted requirements.		
183	The Contractor shall ensure that an adequate supply of transponder mounting strips, user guides and mounting instructions, and shielded envelopes for transponders are available at all times to accommodate the transponders issued by the I-405 CSC and WIC and the OCTA Store WIC.		
184	CSC issues multiple types of transponders, and as such, the Contractor shall be required to manage multiple types of transponders, possibly from multiple manufacturers/providers.		
185	The Contractor shall receive shipments of transponders and shall reconcile shipment contents with electronic manifests provided by the transponder manufacturer. The waybill shall be reconciled against the original purchase order and scanned into the BOS for tracking and reconciliation purposes.		
186	Monthly, the Contractor shall conduct a physical audit of the transponders that are under its physical control, including for the various transponder types and statuses and quantities. The audit shall compare the physical counts with the BOS counts by transponder type, location and status and completely reconcile any discrepancies. Transponder audit reports shall be included in the Monthly Operations Report.		
187	The Contractor shall support the Authority in their periodic transponder audits that will be no more frequent than quarterly unless discrepancies are found.		
188	The Contractor shall distribute new and recycled transponders, if applicable, using the FIFO inventory method.		
1.2.8.2. Transponder Testing			
	Transponders shall be tested at multiple times in the lifecycle because transponders that are defective or not functioning reliably cause problems for the customers and the Authority and increase costs. The Authority will provide Equipment for the testing and programming of transponders.		
	The Contractor shall test one hundred (100) percent of the switchable transponders and ten (10) percent of each roll of sticker tags in each shipment when the transponders are received from the manufacturer. This testing shall include but not be limited to:		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
189	· verifying that the transponders function and are correctly encoded;		
	· reading the transponder serial number and verifying that the transponder label, barcode and internal coding are consistent and		
	· ensuring the transponders can be read by simulating functionality on the road.		
190	The Contractor shall return the transponders which fail the testing to the manufacturer in accordance with the Operations Plan.		
1.2.8.3. Transponder Return to Manufacturer			
	When transponders are determined to be defective but have not exceeded their manufacturer's warranty, they are returned to the manufacturer for replacement under warranty.		
191	The Contractor shall track transponder warranty status and manage and resolve all warranty issues with the transponder manufacturer.		
192	The Contractor shall be responsible for ensuring all transponders found to be defective and still under the manufacturer's warranty are returned to the manufacturer, according to the manufacturer's specified return material authorization (RMA) process.		
193	The Contractor shall be responsible for storage of transponders subject to return until such time that the transponder manufacturer accepts the returned transponders.		
194	The Contractor shall be responsible for shipment of the transponders identified for return to the manufacturer.		
195	The Contractor shall track the warranty returns and confirm that the Authority receives the proper credit for the transponders returned under warranty in accordance with the Authority's agreements with the manufacturer.		
1.2.9. Registration Hold			
	California law allows toll agencies to place a hold on DMV vehicle registrations due to unpaid toll Violations. Based on the Business Rules, Operations Plan and SOPs, a Registration Hold may be utilized to enforce payment of a Violation(s).		
196	The Contractor shall place and release Registration Holds using BOS functionality and in accordance with the Business Rules, Operations Plan and SOPs.		
197	The Contractor shall coordinate with the applicable DMV or Third-Party Service Provider responsible for placing Registration Holds on the vehicle registrations and respond to any requests that the entity may have.		
198	The Contractor shall respond to requests from customers related to Registration Holds and the process for releasing the Registration Hold(s).		
199	The Contractor shall initiate a release of the Registration Hold(s) in real-time for customers who have satisfactorily resolved the condition(s) which caused the Registration Hold(s).		
200	The Contractor shall reconcile and account for all payments to the DMV for Registration Hold placement and for any payments collected by the DMV from the Authority's customers.		
201	The Contractor shall support all DMV Registration Holds or other enforcement methods allowed by interstate Interoperability enforcement agreements.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1.2.10.	Collections		
	This Collections process covers the assignment of past due amounts on delinquent FasTrak accounts, and delinquent Violations to the Collection Agencies provided by the Contractor. Non-payment of the Notice of Delinquent Toll Evasion Violation may result in the delinquent Violations escalating to Collections. Unpaid transactions/trips and fees on FasTrak accounts that are delinquent may also escalate to Collections.		
	Delinquent Violation debts are placed with a Collection Agency.		
	The process of assigning unpaid transactions/trips, Violations, fees and penalties to Collections is called Collections Placement, and is an automated BOS process. However, based on the Business Rules, each Collections Placement may require a quality review and/or the Authority's approval before the Collections Placement file is submitted to the applicable Collection Agency.		
	Prior to a Collections Placement, the Authority may require the Contractor to perform outgoing calls or mail a pre-collections letter to alert an individual of an impending Collections Placement and allow one more chance to make a payment.		
	The Collection Agencies will provide regular collection activity updates to the BOS by electronic interface. Payments for transactions/trips in Collections can be made to the Collections Agency or to the CSC. The Contractor will manage, monitor and reconcile the transfer of Collections Placement files and revenue collected by the Collection Agencies and the CSC.		
202	The Contractor shall provide the Collection Agencies.		
203	The Contractor shall support outbound collections calls and letters prior to Collections Placements.		
204	The Contractor shall verify that the BOS is performing Collections Placements according to the Business Rules, Operations Plan and SOPs.		
205	While it is expected that the Collection Agencies will be the primary payment processors for debts in Collections, the Contractor shall accept payments for amounts in Collections.		
206	The Contractor shall verify that the Collection Agencies are accurately updating the BOS and shall work directly with the Collection Agencies to completely and accurately resolve any issues in a timely manner, including identification and resolution of any discrepancies between what the BOS identifies is in Collections and what Collection Agencies say is in Collections.		
207	Using the BOS and other data sources as necessary, the Contractor shall perform reconciliations including but not limited to:		
	· reconcile files received from the Collection Agencies to the BOS to ensure the files received from the Collection Agencies are correctly Posted to the BOS;		
	· reconcile outstanding Collections balances per the BOS to outstanding Collections balances per the Collection Agencies on a monthly basis, and research and resolve discrepancies and		
	· reconcile amounts collected by the CSC in relation to Collections Placements sent to the Collection Agencies. There should be no duplicated revenue collections on the same Collections Placement.		
208	The Contractor shall review and verify invoices submitted by Collection Agencies, along with required backup documentation and providing feedback to the Authority.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
209	The Contractor shall provide a financial reconciliation between the BOS and the Collection Agencies for a specific customer account at the Authority's request.		
210	The Contractor shall provide assistance to the Collection Agencies regarding the research of disputes when customers contact the Collection Agencies and shall coordinate the resolution with the Collection Agencies.		
211	The Contractor shall update the BOS when notified by a Collection Agency that a customer has been allowed to establish a settlement arrangement to pay a lesser amount or to make periodic payments.		
1.2.11. Bankruptcy			
	The Contractor shall receive and process Notification of bankruptcies related to amounts owed to the Authority by customers. The laws related to bankruptcy are very specific and must be followed closely from initial Notification through final resolution and potentially transaction Write-Off.		
212	The Contractor shall comply with bankruptcy laws.		
213	The Contractor shall document receipt of Notification of bankruptcy within the BOS and place applicable transactions on hold pending the outcome of the bankruptcy process.		
214	The Contractor shall remove DMV Holds for trips subject to bankruptcy proceedings.		
215	The Contractor shall communicate with the Collection Agencies, as necessary, related to a bankruptcy Notification.		
216	The Contractor shall discontinue collection efforts with the Franchise Tax Board for trip subject to bankruptcy proceedings.		
217	The Contractor shall update the status of the bankruptcy in the BOS upon notification of changes or the resolution and perform the necessary steps to ensure that the BOS accurately reflects the outcome including but not limited to dismissing amounts due, processing Write-Offs and reinstating Violations.		
218	The Contractor shall send copies of bankruptcy Notifications to the Authority.		
219	The Authority will notify the Contractor of any bankruptcy proceedings for which the Authority receives Notifications. The Contractor shall update the status of the bankruptcy in the BOS accordingly and notify the applicable Collection Agency.		
220	The Contractor shall follow up with, provide information and respond to requests from all parties including but not limited to customers, attorneys, the bankruptcy courts and the Authority related to a customer bankruptcy proceeding.		
1.2.12. Violation Investigative Review (Disputes), Administrative Review and Hearing Support			
	When a violator receives a Violation Notice, they can contest (dispute) it. Disputes shall be tracked as Cases in the BOS. The Contractor shall follow California Vehicle Code Section 40250 et seq. with respect to disputes and Administrative Review Hearings.		
221	The Contractor shall manage disputes, subsequent resolutions, and support Administrative Reviews.		
222	The Contractor shall receive, research, document and resolve all customer disputes.		
223	The Contractor shall investigate all customer disputes to determine if the contesting person (ROV) is responsible for the Violation.		
224	The Contractor shall mail the results of the investigation to the person who contested the Violation.		

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No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
225	When the person contesting a Violation is not satisfied with the results of the Contractor's investigation, they may request an Administrative Review Hearing. The Contractor shall schedule all Administrative Review Hearings and collect payment from the customer in accordance with California Vehicle Code and Authority's Business Rules and SOPs.		
226	The person contesting a Violation can request a waiver of deposit due to financial hardship. The Contractor shall verify that the person is eligible for financial hardship via verification of their W-9 or other Authority Approved process.		
227	The Contractor shall adhere to the California Vehicle Code Violation dispute process and Authority policies.		
228	Once an Administrative Review Hearing is requested, the Contractor shall again review the dispute and organize all related information, using primarily the Evidence Package reports from the BOS, and provide the Authority and the Administrative Hearing Officer with all relevant documentation in a comprehensive Evidence Package.		
229	The Contractor shall develop the processes, for Approval by the Authority, for the hiring and scheduling of Administrative Hearing Officers in compliance with all applicable statutes and manage the entire Administrative Review and Hearing process.		
230	The Contractor shall be readily available in-person to the Contractor-hired Administrative Hearing Officer during the Administrative Review Hearing. Contractor personnel shall be available and support the process per the SOPs and as requested by the Authority.		
231	The Contractor shall provide a Spanish-speaking interpreter to attend and support all applicable Administrative Review Hearing.		
232	The Contractor shall implement all required actions resulting from the Administrative Review Hearing process.		
233	The Contractor shall offer and process reduced Violation penalties in accordance with the Business Rules, Operations Plan and SOPs.		
234	The Administrative Review Hearing will result in either the Violation(s) being dismissed or violator being required to make payment. The Contractor shall make adjustments to the balance due and/or collect payment from the customer and provide notification.		
1.2.13. Banking and Lockbox Services			
	The banking and merchant services for the CSC are comprised of the following:		
	· Banking Services – Banking Services are comprised of the Authority provided depository accounts into which merchant and other deposits are made. The Authority has selected and contracted with a Banking Services provider.		
	· Merchant Services – Contractor-provided merchant services are comprised of the payment processor and acquiring bank.		
	· Refund Account(s) – Bank Account(s) from which customer refunds are made. The Refund Account(s) is part of the Authority's Banking Services.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	· Lockbox – The Contractor may elect to provide and use a Lockbox Service Provider to receive and process all mailed payments related to customer accounts and Violations.		
	The Authority will retain ownership of the Bank Accounts and will provide the Contractor with the necessary access to act and transact on behalf of the Authority. The Contractor will provide the Merchant Service Provider; the Authority will be the merchant of record for all Merchant Service Providers.		
235	The Contractor shall reconcile the BOS reports to the bank, all customer payments, Lockbox (if applicable) and merchant accounts on a daily basis.		
236	The Contractor shall utilize the Authority’s Banking Services and Contractor’s MSPs to fulfill the requirement(s) of the bank and MSPs.		
237	The Contractor shall utilize and manage the Authority refund process and associated Refund Account(s) to disburse customer refunds which require the issuance of a check. The Contractor shall reconcile and report on the refund activities.		
238	The Contractor shall coordinate with the Authority-provided armored services with daily pickup at the I-405 CSC and WIC.		
239	The Contractor shall manage a Refund Account from which they will issue checks for the Authority.		
240	The Contractor shall issue all refunds, including checks.		
241	The Contractor shall process any Lockbox Exceptions transmitted by the Lockbox Service Provider within the same day the payment was received from the customer.		
1.2.14. Closing Procedures			
242	The Contractor shall perform closing procedures in an accurate and timely manner in accordance with the Performance Measures, including but not limited to:		
	· perform Posting Day close to finalize counts and revenue for the Revenue Day;		
	· perform month-end close on the last Posting Day of the calendar month and · perform year-end close on the last Posting Day of the Fiscal Year.		
1.2.15. Escheatment (unclaimed property)			
243	The Authority follows statutory requirements with regard to uncashed checks issued as a form of refund to customers, violators and other funds deemed unclaimed by the Authority.		
244	The Contractor shall work with the Authority to follow the Escheatment process.		
245	The Contractor shall maintain a register of all uncashed checks. The register shall indicate an unique identification number, such as account number or violator ID number, the name, address, check #, amount of check, check issue date, reason for check issuance, check reversal date, and reason for reversal, if applicable.		
246	The Contractor shall provide the Authority with lists of the uncashed checks eligible for Escheatment and those that have completed the Escheatment process.		
247	The Contractor shall provide information and conduct research as requested by the Authority related to uncashed checks and unclaimed funds.		
248	The Contractor shall reissue checks at the Authority’s direction.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
249	The Contractor shall identify the funds as Escheated in the BOS as directed by the Authority.		
250	Prior to Escheatment, the Contractor will advertise a Notice of Publication of Unclaimed Funds that will run once a week for two (2) weeks.		
251	When no inquiries are received, the checks will revert back to the Authority. The Authority will provide the Contractor with a list of funds to either reissue a check for or to revert back to the Authority.		
1.2.16. Write-Offs			
	The BOS will provide the capability for the Contractor to monitor, conduct, and report on Write-Offs of unpaid balances or aged amounts.		
252	The Contractor shall develop a Write-Off procedure that complies with legislation and the Authority's policies.		
253	Contractor shall configure BOS to perform automatic Write-Offs based on the Business Rules for unpaid balances which meet the Approved criteria.		
254	Contractor shall monitor the automatic Write-Offs performed by the BOS and report on these to the Authority on a monthly basis.		
1.2.17. Reconciliations			
	The Contractor shall be responsible for the management of the financial operations of the CSC, including the balancing and reconciliation of all Financial Transactions.		
255	The Contractor's balancing and reconciliation activities, which shall be provided to the Authority on a weekly and monthly basis, shall include but are not limited to:		
	· perform daily balancing and close-out of all shifts;		
	· perform daily balancing of all mailed-in payments;		
	· perform daily and monthly reconciliation of all Bank Accounts;		
	· perform daily and monthly reconciliation of all merchant account activity and fees, including but not limited to Credit Cards and Debit Cards and		
	· perform daily and monthly reconciliation of all Lockbox activity.		
256	The Contractor shall develop a process for identifying, reporting and resolving all errors and discrepancies, which shall be included in the Operations Plan.		
257	The Contractor shall perform other financial and transactional reconciliations in an accurate and timely manner, to be provided to the Authority for review, in accordance with the Performance Measures, including but not limited to:		
	· perform daily, monthly and annual reconciliation of all transactions;		
	· perform daily, monthly and annual reconciliation of all Interoperable Agency transactions;		
	· perform daily, monthly and annual reconciliation of all transactions placed at a Collection Agency;		
	· perform daily, monthly and annual reconciliation of all Third-Party Service Provider payments and		
	· perform quarterly reconciliation and analysis of accounts receivable for the purpose of recording a provision for uncollectible accounts receivable journal entry.		
258	The Contractor shall perform monthly reconciliations of all Financial Accounts, including roll-forward schedules from prior periods, which will be provided to the Authority for review.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
259	The Contractor shall reconcile all payments received from all payment channels within one day of posting to the system. This shall include the identification and resolution of all reconciliation discrepancies.		
260	The Contractor shall perform reconciliations, including but not limited to:		
	· detailed reconciliation of transactions/trips and revenue, by facility and transaction type;		
	· Bank Accounts;		
	· refunds by refund type;		
	· prepaid account balances;		
	· transponder deposits;		
	· aged accounts receivable;		
	· fees revenue;		
	· penalties;		
· Write-Offs;			
· payment transactions and			
· other cost items and revenues.			
1.2.18. Financial Reporting			
	The Authority reports on a Fiscal Year beginning July 1 and ending June 30. As a public-sector entity, the Authority's basic financial statements are presented in compliance with pronouncements in accordance with the Governmental Accounting Standards Board (GASB) and in conformity with GAAP.		
	While most Financial Transactions are captured automatically through the BOS, some level of manual entry may be required. Reports, including electronic reports and data exports from the BOS, are the primary means by which the Authority will capture financial information related to the operation of the CSC. The financial reports consist primarily of various BOS-generated reports which summarize the financial and operational performance of the CSC. While most reports are automated, the Contractor is expected to provide manual reports for information that is not automated as requested by the Authority.		
261	The Contractor shall utilize BOS-generated reports Approved by the Authority to fulfill reporting needs as described in the Reporting and Reconciliation Plan.		
262	The Contractor shall provide all financial reconciliation and reports to the Authority in a timely manner, but no later than the date(s) prescribed in the Performance Measures.		
263	The Contractor shall provide all data to the Authority in compliance with pronouncements issued by GASB and in conformity with GAAP.		
264	The Contractor shall perform ongoing review of reports at a frequency sufficient to guarantee all reports balance and reconcile to related reports.		
	The Contractor shall balance, reconcile and verify the content of the reports, including but not limited to:		
	· daily receipts report (by payment method, payment channel and transaction type, including disbursements);		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
265	· monthly receipts report (by payment method, payment channel and transaction type, including disbursements);		
	· bank reconciliations;		
	· prepaid toll balance;		
	· refunds;		
	· payments to DMVs and other Registered Owner of Vehicle (ROV) Lookup Provider for lookup and Registration Hold fees;		
	· negative balance prepaid customer report;		
	· transaction aging report;		
	· customer aging report for Violation Notices, fees, etc.;		
	· monthly adjustment report as required by the Authority and		
	· transponder inventory reconciliation.		
266	The Contractor shall enter journal entries, check payments and other Financial Transactions into the Authority's general ledger systems on a daily, weekly and monthly basis.		
267	The Contractor shall, at the request of the Authority, provide new vendor setup, including soliciting and providing W9 of the new vendor and setting up vendor information in the Authority's accounting systems.		
1.2.18.1. Audits			
1.2.18.1.1. SSAE-18 Type II Audit			
	The Contractor shall engage an independent auditor to perform an SSAE-18 Type II audit to cover the operations of the CSC and provide the resulting SOC1 report to the Authority. The auditors have a fiduciary duty to the Authority; however, the coordination of the audit, including managing the audit and related requests, managing interviews with staff, and the preparation of any supporting documentation or schedules shall be the responsibility of the Contractor.		
268	The Contractor shall engage an independent auditor, which has been Approved by the Authority to perform the SSAE-18 Type II audit.		
269	The selected independent auditor shall be experienced and widely recognized in the United States for performing these types of audits. (i.e., the selected audit firm shall perform a minimum of ten (10) such similar audits each year).		
270	The Contractor and auditor shall mutually agree on an audit plan, which shall be provided to the Authority for Approval, including regularly scheduled meetings.		
271	The audit shall cover the period of April 1 to March 31 annually, supplemented by a bridge letter covering the period of April 1 through June 30 annually, with the first year covering the Agreement start date through March 31 and the last year covering April 1 through the end of the Agreement Term. The audit periods are deliberately set to include an offset and a bridge letter so that the Authority's auditors have the SOC1 report in time to start their audit work.		
272	The final SOC1 report shall be provided to the Authority no later than June 30 each year.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
273	The Contractor shall comply with all changes to requirements under SSAE-18; in the event SSAE-18 is replaced by a new standard, the new standard shall apply and in the event the SOC1 is replaced by a new reporting form, the Contractor shall submit the new reporting form.		
274	The Contractor shall promptly comply with all audit requests.		
275	The Contractor shall promptly notify the Authority of any concerns raised by the auditors, including but not limited to:		
	· any asserted weaknesses;		
	· limitations on audit scope;		
	· the auditors' inability to carry out the audit;		
	· the Contractor's inability to carry out the audit;		
	· any projected cost overruns and time delays in scheduled audit completion.		
276	If there is a material change to the Contractor's operations, the Contractor shall update the initial SOC 1 report and include it on the update to ensure the Contractor is in compliance with the SSAE-18 attestation standards.		
1.2.18.1.2. Quality Audit			
	The Contractor shall conduct daily quality audits. These audits shall encompass all aspects of the CSC Operation as described in the Quality Plan. The Contractor must develop an audit report and provide it to the Authority monthly.		
277	The Contractor shall conduct daily quality audits in accordance with the Contractor's Quality Plan. All deficiencies identified through the audit process shall be successfully corrected by the Contractor. The findings in the audits will result in a monthly report to the Authority.		
278	The Contractor shall institute any corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.		
1.2.18.1.3. Other Audits			
	Other aspects of the CSC are subject to audit by the Authority and/or third parties as well as the Contractor. Results of audits conducted by the Authority and/or third parties, including any prepared audit reports, will be shared with the Contractor, as applicable.		
279	The Contractor shall conduct and/or support the Authority in any Contractor required or Authority led audits relating to the Authority's facilities, toll collection, BOS, and CSC Operations. For example, TIFIA, annual external audits, biennial and triennial audits.		
	The Contractor shall conduct audits in accordance with the Quality Plan. These audits may include but are not limited to:		
	· internal control procedures;		
	· revenue/transaction reporting;		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
280	· physical inventory audit;		
	· security audits;		
	· financial audit;		
	· facility inspections and		
	· Authority processing and performance.		
281	As the accountant for the CSC Operations, the Contractor shall supply the Authority's auditor(s) and management with information and schedules as requested and respond to requests from the Authority or its auditors in a timely manner.		
282	The Contractor shall provide the Authority and their designee(s) access to the CSC for the purpose of conducting their audit(s).		
283	The Contractor shall support the Authority by running reports and making all requested documentation available for review.		
284	The Contractor shall support the Authority by making Contractor employees, consultants and other involved subcontractors and parties available for interview by auditors.		
285	The Contractor shall successfully correct all deficiencies identified through the audit process.		
286	The Contractor shall institute all corrective measures and procedural or operational changes as requested and Approved by the Authority as a result of audits at no additional cost to the Authority. Items identified by the Authority as critical shall be corrected immediately. Other items identified by the Authority as non-critical shall be corrected as soon as practicable in accordance with an Approved schedule.		
1.2.19. Revenue Management			
287	The following forms of payment will be accepted by CSC. The Contractor shall account for, credit to the customers' accounts and deposit into the appropriate Bank Account(s) all payments in accordance with the Performance Measures:		
	· checks (including personal, business, e-check, certified and cashier's checks);		
	· money orders;		
	· cash (United States currency);		
	· Credit Card, including mobile payments and EMV chip integrated circuit card (at in-person locations only) and · Debit Card (PIN-less debit only).		
288	Using the BOS, the Contractor shall accept payments from customers who use any combination of the above payment methods. For example, customers can choose to pay a portion of their balance using a check and another portion using a Credit Card, or using two (2) or more different Credit Cards.		
289	The Contractor shall deposit and post to customer accounts all payments received from all payment channels within the same day the payment was received from the customer.		
290	The Contractor shall deposit any checks received by the CSC electronically using bank-specified check scanners, which shall interface with the bank software.		
291	The Contractor staff shall manually key in check information in the event of a check scan failure.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
292	The Contractor shall manually apply in the BOS any fees which are not automatically applied through the BOS, in accordance with the Business Rules, Operations Plan and SOPs. Examples of these fee types are a returned check fee or a one-time paper statement fee, which must be selected by the user.		
293	The Contractor shall post all customer payments received by operations into the BOS.		
294	The Contractor shall develop a full-cycle chain of custody process (such as, how payments transfer from the mail room to an Authority employee for Posting to the bank for deposit) for all payments and cash balances which shall be included in the Operations Plan.		
295	The Contractor shall develop and implement money handling, counting and storage procedures that cover items including but not limited to:		
	· responsibility for all funds until custody of the funds has passed to the Authority;		
	· all monies (checks and cash) collected shall be stored in a safe in a secure area until collected or deposited by the bank;		
	· all money handling, counting and storage shall be performed in a secure area and under dual control at all times and		
	· cash shall not be transported through public areas without appropriate security.		
296	The Contractor shall deposit all monies received into the Authority's Bank Accounts.		
297	On a daily basis, the Contractor shall reconcile, balance and report to the Authority all bank deposits of funds received.		
298	The Contractor shall develop and implement customer refund procedures in accordance with the Business Rules to be included in the Operations Plan.		
299	The Contractor shall remit monies to and collect monies from various parties in accordance with the Performance Measures and Operations Plan. Such remittances may be made by check, wire transfer, or book transfer, and may be made by either the Contractor or the Authority, in accordance with the Operations Plan and shall include but are not limited to payments to and from:		
	· customers;		
	· the Authority;		
	· Interoperable Agencies;		
	· Lockbox Service Provider;		
	· DMV;		
	· Collection Agencies and · Third-Party Service Providers.		
1.2.20. Paper Document Storage			
	The CSC receives and generates paper documents over the course of daily business. These hard copy documents are scanned into the BOS for easy retrieval and association with applicable accounts and Cases on a timely basis and paper documents are shredded. It is anticipated that document storage needs will be minimal and any required space will be provided by the Authority at the I-405 CSC Facility.		
300	The Contractor shall provide and Approved approach for the handling, storage, scanning and shredding of all paper documentation in accordance with the Security Standards.		

Volume III CSC Operations

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
301	The Contractor shall scan all paper documentation into the BOS associating each appropriately with applicable account(s) and Case(s).		
302	The Contractor shall redact information in accordance with the Security Standards, Business Rules, Operations Plan and SOPs on the document prior to scanning the paper documentation into the BOS.		
303	The Contractor shall shred and dispose of all paper documentation after it has been successfully scanned in accordance with the Security Standards.		
1.2.21. Interoperability			
	The Authority is already Interoperable with the other toll agencies in California. Over the life of this Agreement, it is likely that Interoperability will expand to include all U.S. states and regions. The Authority will participate in regional and national Interoperability.		
	The Contractor will work in cooperation with all Interoperable Agencies and CSC facilities, and support the Authority with efforts to provide for efficient and successful operation.		
304	Working with the Interoperable Agencies, the Contractor shall facilitate the resolution of interface related issues or errors.		
305	The Contractor shall provide financial and transactional reconciliation with Interoperable Agencies.		
306	The Contractor shall participate in periodic teleconferences and meetings related to Interoperability and other Interoperability organizations.		
307	The Contractor shall provide a point of contact for resolution of issues arising with Interoperable transactions/trips and customer service including dispute resolution.		
308	The Contractor shall monitor and manage the electronic file transfers within the BOS as required.		
309	The Contractor shall manage and reconcile Interoperable receivables and payables.		
310	The Contractor shall provide annual Credit Card rate analysis for the Interoperable Agencies and facilities with which the OCTA I-405 will have an agreement to net out Credit Card fees from revenue. The Contractor shall prepare the netting schedule that provides the net amount that the agencies/facilities transmit to each other.		

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1 Introduction			
	The following describes the Performance Measures for the BOS and CSC Operations. The Authority requires the Contractor to continuously operate the BOS and CSC in accordance with the standards of performance identified in Requirements and these Performance Measures.		
	The Contractor's performance will be both self-monitored and monitored by the Authority and is rated based on the Contractor's ability to meet these Performance Measures, which reflect the minimum performance expected of the Contractor to provide timely and reliable BOS processing and well as the minimum level of customer service.		
1.1 BOS Performance Measures			
	BOS performance will be measured in categories that align with the primary functions of the BOS. The specific method of measuring the Contractor's performance will vary depending on the individual Performance Measure, but will generally be measured either by event, per calendar/Business Day or on a monthly basis. If a Performance Measure is not met, the Contractor is assessed an Adjustment to the monthly fee, based on the calculations described in the table. For some categories, the amount by which the Performance Measure is missed matters in determining how well the BOS is performing, therefore the non-compliance fees increase as the deviation from the Performance Measure increases.		
	Table 1, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown. Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.		
1.2 CSC Operations Performance Measurement			
	The CSC Operations Performance Measures are tracked and reported to measure the ability of the Contractor to execute the key business processes and SOPs required. The Performance Measures are intended to align with the primary functions of the CSC Operations.		
	Some Performance Measures will be used to measure performance of processes that execute multiple times per day, for example, serving customers at the CSC or via the telephone. Other Performance Measures assess the Contractor's performance on the completion of a specific task, for example the completion of accurate monthly reconciliation and Submittal of the reconciliation documentation to the Authority.		
	The specific method of measuring the Contractor's performance will vary depending on the Performance Measure, but will generally be measured on a per item, daily or monthly basis. Non-compliance with the Performance Measures will result in assignment of non-compliance points, which are used to calculate the monthly Adjustments. This process is described in the following section. Regardless of how a Requirement is measured, the Contractor shall provide monthly reporting for all Performance Measures.		
1.2.1.1 Performance Scorecard			

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
	For CSC Operations performance measurement, each Performance Measure is assigned a weighted non-compliance point value. The value of the non-compliance points assigned depends on the severity of the failure and its potential impact on the Authority's business.		
	The Contractor shall develop Performance Measure reports, including the Monthly Performance Scorecard. Failure to comply with the Performance Measure will result in the associated non-compliance points being applied to the Contractor's Monthly Performance Scorecard. If the accumulated non-compliance points reach a specified threshold, the Contractor's invoice for the month will be adjusted by a percentage of the total invoice value, as shown in Table 3.		
	Table 2, below, provides the BOS Performance Measures, measurement calculations and Adjustments for the Contractor. The Contractor's monthly invoice will be adjusted by the percentages and amounts shown.		
	Attachment D: Sample KPI Adjustments provides sample scenarios for calculating the monthly KPI Adjustments.		
1.3	Non-Compliance Performance Adjustments		
	The Contractor's performance score will be determined each month by adding the points assessed for non-compliance as described above. A performance Adjustment will be made in each month that the Contractor exceeds the allowable number of non-compliance points up to a maximum monthly Adjustment. The invoice Adjustment will be exclusive of any pass-thru costs.		
1.4	Escalation		
	Non-compliance points will accrue as follows:		
	The first month that a specific Performance Measure is not met will result in the assessment of the initial value of the associated non-compliance points assigned in Table 3.		
	If a specific Performance Measure is not met for a second consecutive month, the non-compliance points assessed for that failure will be doubled for that month.		
	If a specific Performance Measure is not met for a third consecutive month and for all subsequent consecutive months thereafter, the non-compliance points assessed for that failure will be tripled for that month.		
1.5	Corrective Actions		
	Failure to meet a Performance Measure does not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures in the future. This will be documented in a Corrective Action Plan (CAP). For example, if the Contractor fails to completely and accurately resolve 100% of the customer requests within the time required by the Performance Measure, the unresolved customer requests must still be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences. The Contractor must complete activities in a first-in, first-out order (FIFO). Skipping prior day's work in order to catch up with a Performance Measure will not be allowed.		

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
1	The Contractor shall identify the failure condition, take immediate action to remedy the condition and ensure that corrective action is taken to prevent repeated failures.		
2	Failure to meet a Performance Measure shall not relieve the Contractor of the Requirement to complete the activity associated with the Performance Measure. Any failure to meet a Performance Measure that requires the completion of a specific action(s), for example completing daily reconciliations or completing image review correctly, which is not completed in accordance with the Requirement, shall not relieve the Contractor of the responsibility to perform in accordance with the Operations Plan and the Requirements.		
3	If a Performance Measure involving completing work in certain period of time is missed, the work shall be completed in order, such that the oldest work is completed before starting any newer work. The Contractor shall not skip any prior work and process new work to avoid a subsequent Performance Measure Adjustment.		
4	The Contractor shall develop a Corrective Action Plan (CAP) for each failure to meet a Performance Measure identifying the root cause(s), the extent of the problem and providing a plan to rectify the current situation and prevent future occurrences. For example, if the Contractor fails to completely and accurately resolve customer requests within the time required by the Performance Measure, the unresolved customer requests shall be completely and accurately resolved and the Contractor must identify the root cause of the failure, the extent of the problem and provide a plan to prevent future occurrences.		
5	The Contractor shall submit the CAP to the Authority for review and Approval.		
6	The CAP provided by the Contractor shall be in a format Approved by the Authority as part of the Operations Plan.		
1.6 Non-Chargeable and Chargeable Failures			
	For purposes of calculating Performance Measures, chargeable and non-chargeable failures are defined as follows:		
	· Non-chargeable failures are those failures identified in the following section. Adjustments will not be assessed for non-chargeable failures.		
	· Chargeable failures are any failures not specifically identified as non-chargeable. Adjustments will be assessed for chargeable failures.		
1.6.1 Non-Chargeable Failures			
7	Non-chargeable failures are limited to:		
	· Force Majeure, as defined in the Agreement;		
	· BOS failures caused by environmental or operating conditions outside of those that the Contractor controls as established in the Requirements;		
	· Preventive Maintenance as allowed in the Maintenance Plan and		
	· failures that are the responsibility of other contractors and Third-Party Service Providers that are not contracted through or provided by the Contractor as determined by the Authority.		
1.6.2 Chargeable Failures			

Volume IV Performance Measures

No.	Requirements	Required Inputs	
		Compliance	Comments
		Y - Yes N - No	If "Compliance = N" then Proposer must provide an explanation in this column
8	Chargeable failures shall include any failures not specifically identified as non-chargeable.		
1.7 Performance Reporting			
	The Contractor is required to provide the Authority a Monthly Operations Report that includes the Contractor's Performance Reports and Monthly Performance Scorecard. The Contractor's Performance Report will include a series of reports detailing the Contractor's performance against each Performance Measure and details related to the failure events that resulted in the non-compliance. The Contractor's Performance Report shall contain all information necessary for the Authority to verify the Contractor performance as reported by the Contractor.		
9	The Contractor shall prepare and submit to the Authority the Performance Reports as part of the Contractor's Monthly Operations Report on an agreed-upon day each month as defined in these Requirements.		
10	The Performance Report shall include: 1) a Monthly Performance Scorecard calculating the non-compliance points assessed that month, if applicable; 2) a series of reports that is comprised of one (1) report per Performance Measure, detailing the Contractor's performance against the Requirement that month supporting the Monthly Performance Scorecard for each Performance Measure, and 3) a historical report detailing the Contractor's performance against each Requirement for the most recent 13 months. Copies of all CAPs related to failures for that month must be included.		
11	The Contractor shall provide the required Monthly Operations Report to the Authority before an invoice will be considered for payment.		



December 16, 2020

BOARD OF DIRECTORS

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Darrell E. Johnson
Chief Executive Officer

SUBJECT: Request for Proposals (RFP) 0-2690 “Back Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County”

Gentlemen/Ladies:

This letter and its Attachments comprise **Addendum No. 2** to the above captioned Request for Proposals issued by the Orange County Transportation Authority (herein after “Authority”).

1. Offerors are advised that a revised copy of the Pre-Proposal Conference PowerPoint Presentation included as Attachment B in Addendum No. 1 is included as Attachment A to this Addendum No. 2.

Offerors are reminded to acknowledge receipt of this **Addendum No. 2** in their Letter of Transmittal, which is to accompany the proposal. Offerors are advised that all changes addressed in this **Addendum No. 2** shall be incorporated into the final Agreement.

Questions regarding this **Addendum No. 2** should be directed to the undersigned at 714-560-5743.

Sincerely,

Bob Webb

Bob Webb
Principal Contracts Administrator
Contracts Administration and Materials Management

Attachment

- Attachment A: Pre-Proposal Conference PowerPoint Presentation (Revised)

Pre-Proposal Conference for

RFP 0-2690 BOS and CSC Operations for the 405 Express Lanes in Orange County December 17, 2020



Agenda

- Introductions / opening Statement
- Purpose of Pre-proposal Conference
- Review of RFP Documents and Key Dates
- Disadvantaged Business Enterprise (DBE) Requirements
- Review of Scope of Work and Requirements
- Questions and Answers
- Closing

Doing Business with OCTA

RFP 0-2690
ADDENDUM NO. 2, ATTACHMENT A

Bob Webb

Principal Contract Administrator

**OCTA Contracts Administration and Materials
Management**

405ELBOS-CSC@octa.net

(714) 560-5743

CAMM NET Registration

Why register on CAMM NET?

<https://cammnet.octa.net/>

- To receive e-mail notifications of Solicitations, Addenda and Awards
- View and update your vendor profile
- Required for Award

Online Business & Networking Tools

- CAMM NET Connect
 - <https://www.facebook.com/CammnetConnect>
- Working with OCTA
 - <https://cammnet.octa.net/about-us/working/>
- Planholder's List
 - <https://cammnet.octa.net/procurements/planholders-list-selection/>
- Disadvantaged Business Enterprise (DBE) Program
 - <https://cammnet.octa.net/dbe/>

Procurement Timeline

Written Questions Due.....	See RFP for Multiple Dates
OCTA Responds.....	See RFP for Multiple Dates
Proposals Due	March 22, 2021
Interviews	May 19 & 20, 2021
OCTA Board Approval of Contract Award	July 26, 2021

Questions must be submitted to:

405ELBOS-CSC@octa.net

Key Procurement Information

- Next addendum will contain a copy of the Pre-Proposal conference's PowerPoint presentation and sign-in sheets.
- Contract award will be based on prime-sub relationships, not joint ventures.
- A single contract will be awarded.

Guidelines for Questions

- Questions, comments and requests for clarifications related to procurement documents must be submitted in writing to this email address: 405ELBOS-CSC@octa.net
- Other questions may be submitted directly to Bob Webb, Principal Contract Administrator at rwebb@octa.net
- All questions must be submitted in writing prior to established due dates.
- Verbal discussions today are considered non-binding.

Addenda

- Questions received and Authority's responses will be entered into a cumulative log and posted on CAMM NET.
- Any changes Authority makes to procurement documents will be by written Addenda only.
- All addenda will be issued via CAMM NET.

- Funding for the Work on the 405 Express Lanes is funded by a combination of funds, including Transportation Infrastructure Finance and Innovation Act (TIFIA) funds. As such all federal requirements apply to this project.

Proposal Submittal Instructions

- Proposals are due by **2:00 p.m.** on March 22, 2021.
- Proposals are to be submitted to the address specified in the RFP.
- Submit **one (1) original, eight (8) hard copies of Technical Proposal;** and one (1) electronic copy (on a flash drives).
- Submit **one (1) original, one (1) hard copy of Price Proposal;** and one (1) electronic copy (on a flash drive).

Proposal Submittal Instructions (continued)

- Authority has the right to:
 - accept or reject any and all proposals;
 - withdraw or cancel the RFP;
 - postpone proposal opening for its own convenience; and
 - approve/disapprove Offeror’s key personnel or changes in an Offeror’s organization.
- Proposals received are considered public information.
- Proposals are not to be copyrighted.

Proposal Submittal Instructions (continued)

- Contract type is firm fixed and variable price contract.
- Conflict of interest
- Prohibition
- Prime and lower tier debarment
- Liquidated damages
- Public records and information

Proposal Content

- Letter of Transmittal
- Executive Summary
- Technical Proposal
 - a) Qualifications, related experience and references of Offeror
 - b) Staffing and project organization
 - c) Implementation Work Plan and Technical Approach to BOS
 - d) CSC Operation Work Plan, Transition and Approach
- Exceptions / Deviations (Technical and/or Contractual)
- Required Appendices
- Required Forms

Proposal Content (continued)

- Cost and Price Proposal – Exhibit D

To be completed and submitted in a sealed and marked envelope, separate from the main Proposal.

- Forms

- Forms A through Q, with the exception of Form K, must be filled out and submitted with the Proposal.
- Review bonding requirements for the projects.

Note: Forms are excluded from the 100-page proposal limit.

Proposal Content (continued)

- Forms (continued)

- Status of Past and Present Contract Form

Offeror shall identify the status of past and present contracts where the firm has either provided services as a prime vendor or a subcontractor during the past five (5) years in which the contract has been the subject of or may be involved in litigation with the contracting authority. This includes, but is not limited to, claims, settlement agreements, arbitrations, administrative proceedings, and investigations arising out of the contract. **Failure to disclose may result in a finding of non-responsiveness.**

IF IN DOUBT, DIVULGE

Proposal Content (continued)

- Forms (continued)

- Proposal Exceptions and/or Deviations Form

Offeror shall specifically and in detail identify the exception and/or deviation and the rationale for requesting the change. Vague or overly broad exceptions and/or deviations will not be reviewed nor considered by the Authority. Each exception and/or deviation should be noted on the form individually.

Proposal Evaluation and Award

- Proposals, timely received, will be evaluated using the following BOD-approved evaluation criteria:

Qualifications , Related Experience	15%
Staffing and Project Organization	15%
Implementation Work plan & Technical Approach	30%
CSC Operations Work Plan, Transition & Approach	20%
Cost and Price	20%

- Evaluation Committee comprised of staff from OCTA and other agencies.

Evaluation and Award (continued)

- Short-Listed” firms will be invited to interview.
- Interviews are scheduled for May 19 & 20, 2021.
- Offerors are requested to keep these dates available in their calendars.

Evaluation and Award (continued)

- Award Process

- Evaluation Committee recommends highest ranking Offeror to the Board Committee.
- Board Committee makes recommendation to Authority's Board of Directors.
- Authority Board may accept / reject staff's recommendation.
- All firms submitting a proposal will be notified of Contract Award via CAMM NET.



Proposed Agreement

- Proposed Agreement
 - Please review the Proposed Agreement so you are aware of the contractual requirements of the Project, including: term of Agreement; schedule and completion dates; insurance; bonds; intellectual property; liquidated damages; and others.
- Exceptions
 - Any exceptions must be identified in the Exception / Deviation section of your proposal, using Form F.

DBE Requirements and Forms Overview

RFP 0-2690
BOS and CSC Operations for
the 405 Express Lanes in
Orange County

Conditions of Responsiveness

- The Authority is utilizing Federal funds toward this project and is required to implement the DOT Disadvantaged Business Enterprise (DBE) Program Plan, based on U.S. DOT, 49 CFR, Part 26 requirements.

Demonstration of Responsiveness

In order to demonstrate responsiveness, Proposers must:

Meet the 3% DBE contract-specific goal by proposing sufficient DBE participation (with certified **DBE** firms)

OR

Demonstrate good faith efforts were undertaken to achieve the DBE goal.

Conditions of Responsiveness

The following conditions must be met for responsiveness:

- Timely submission of “Exhibit 10-O1 Consultant Proposal DBE Commitment” form (Form D-1). This form should identify all DBE firms proposed to participate in the project regardless of tier.
- Timely submission of “DBE Letter of Acknowledgement and Commitment” from each proposed DBE, completed in its entirety and signed.

DBE Required Forms Checklist

REQUIRED	FORM NAME	<u>DUE DATE</u>	CONFIRM BEFORE SUBMITTING
YES	Exhibit 10-O1 Consultant Proposal DBE Commitment (Form D-1)	Required to be submitted with proposal, on proposal due date	<ul style="list-style-type: none"> • Are all firms DBE certified through CUCP? • Are NAICS/WCC codes applicable to proposed scopes? • Are my totals and listed percentages correctly calculated?
YES	DBE Letter of Acknowledgement and Commitment	Required to be submitted with proposal, on proposal due date	<ul style="list-style-type: none"> • Have I submitted a DBE Letter of Acknowledgement for each proposed DBE on the “Exhibit 10-O1 Consultant Proposal DBE Commitment” form (Form D-1)? • Is it signed? • Does it match the “Exhibit 10-O1 Consultant Proposal DBE Commitment” form (Form D-1)?
If DBE goal not met.	DBE Information – Good Faith Efforts	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date	<ul style="list-style-type: none"> • Have I reviewed all examples provided in this power point? • Have I reviewed the GFE Toolkit on OCTA’s website? • Have all statements and efforts been documented?
YES	Bidders List	Required no later than 4:00 p.m. on the 2 nd business day after the proposal due date	<ul style="list-style-type: none"> • Does it include all firms who submitted a bid/quote/proposal, DBE and not DBE? • Are any DBE firms listed who I have not proposed to utilize or did not list in item C of my good faith efforts?

If an “Exhibit 10-O1 Consultant Proposal DBE Commitment” form (Form D-1) and DBE Letter of Acknowledgement and Commitment is not submitted with the proposal, you will be found non-responsive.

“Exhibit 10-01 Consultant Proposal DBE Commitment” Form (Form D-1)

RFP 0-2690
 Form D-1 Exhibit 10-01
 Consultant Proposal DBE Commitment

Reset Form

EXHIBIT 10-01 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: _____ 2. Contract DBE Goal: _____

3. Project Description: _____

4. Project Location: _____

5. Consultant's Name: _____ 6. Prime Certified DBE:

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %

<p style="text-align: center;">Local Agency to Complete this Section</p> <p>17. Local Agency Contract Number: _____</p> <p>18. Federal-Aid Project Number: _____</p> <p>19. Proposed Contract Execution Date: _____</p> <p>20. Consultant's Ranking after Evaluation: _____</p> <p>Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.</p> <p>_____ _____ _____</p>	<p>11. TOTAL CLAIMED DBE PARTICIPATION _____ %</p> <p><small>IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.</small></p> <p>12. Preparer's Signature _____ 13. Date _____</p> <p>14. Preparer's Name _____ 15. Phone _____</p> <p>16. Preparer's Title _____</p>
--	---

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

LPP 18-01 Page 1 of 2
January 2019



Conditions of Responsiveness (Cont)

- **At time of proposal submission**, DBEs must possess a valid DBE Certification from the California Unified Certification Program (CUCP) (<https://dot.ca.gov/programs/civil-rights/dbe-search>).
- A firm's participation is only eligible to count towards DBE credit in the work code category (WCC) or the North American Industry Classification System (NAICS) codes contained within their CUCP DBE Profile:

DBE NAICS	541611, 541620, 541910,
ACDBE NAICS	
Work Codes	C8713 CONSULTANT, ENVIRONMENTAL; I8750 Market Research & FOCUS Groups; C8700 CONSULTANT, NON ENGINEERING;
Licenses	
Trucks	
Gender	F
Ethnicity	HISPANIC
Firm Type	DBE

- Services subcontracted by DBE firms to non-DBE firms may not be credited towards DBE participation.

“DBE Letter of Acknowledgement and Commitment”



RFP X-XXXX
EXHIBIT E-X

DBE LETTER OF ACKNOWLEDGMENT AND COMMITMENT

1. RFP NO.: _____

2. Project Name/Description: _____

3. Offeror: _____

4. DBE Commitment Information

(A) Description of work to be performed by DBE firm (include bid item number on the DBE Participation Commitment Form as applicable):

(B) Percentage of work to be performed _____ (For Architectural & Engineering Services Proposals)

OR

Dollar value of work to be performed \$ _____ (For Professional Services Proposals)

5. DBE ACKNOWLEDGMENT*

I acknowledge that my firm has been listed by the Offeror named above, and is committed, to perform the scope and portion of work (A and B) stated above.

DBE Firm's Name: _____

Name: _____

Signature: _____

Title: _____

Telephone: _____

*If the offeror does not receive award of the prime contract, any and all representations in this letter of Acknowledgment and Commitment shall be null and void.

This form may be used to fulfill the DBE Participation Commitment Letter requirement as stated in the RFP instructing that the "the offeror is required to submit with the proposal a DBE Letter of Acknowledgement and Commitment signed and dated from each DBE acknowledging that the DBE is participating in the contract for the specified value and scope of work."

- This Form must be submitted for each DBE firm proposed and listed on the “Exhibit 10-O1 Consultant Proposal DBE Commitment” form (Form D-1)
- Form must be signed by each DBE firm
- Value listed must match the “Total” value of proposed participation listed on the “Exhibit 10-O1 Consultant Proposal DBE Commitment” form (Form D-1)
- Form must be submitted with the proposal

Good Faith Efforts (GFE) Requirements

- Proposer must demonstrate REAL and SUBSTANTIVE Efforts
- Proposer must have undertaken all necessary and reasonable steps to achieve the DBE goal that by their scope, intensity, and appropriateness to the objective of meeting the goal could reasonably be expected to obtain sufficient DBE Participation.
- Authority will consider the quality, quantity, and intensity of the different kinds of efforts undertaken by Proposer.
- Authority will examine GFE made by other Proposers, for the same solicitation, for comparison.
- A GFE Toolkit is available on CAMMNET for additional guidance.
<https://cammnet.octa.net/dbe/files/GFE%20Toolkit.pdf>

Requirements for Good Faith Efforts (GFE) When Goal Not Met

(refer to the DBE Information-Good Faith Efforts form in the RFP)

A. Items of Work the Proposer Made Available to DBE Firms;

The percentage of work made available should exceed the DBE contract goal

- The scopes of work made available should match what was listed on the proposer's Request for Proposal, Ad and solicitation e-mails
- Proposer should unbundle larger scope items to facilitate DBE participation.

Requirements for Good Faith Efforts (GFE) When Goal Not Met

B. Solicitation Effort Documentation;

- A reasonable amount of DBEs must be solicited from the available firms per scope area (NAICS/WCC) made available. If OCTA's DBE Listing includes 300 DBE firms in a NAICS or WCC category, contacting 50 firms would not demonstrate an adequate good faith effort in this GFE area.
- If Proposer prepares a summary sheet of written solicitations that occurred, evidence of the individual solicitations should be submitted with the summary sheet. A summary sheet and a template of the solicitation language does not demonstrate adequate GFE unless the individual solicitations are also submitted.
- Call logs must include type date, time and who was spoken to and results of the communication(e.g. interested, proposing, not proposing).

Requirements for Good Faith Efforts (GFE) When Goal Not Met

B. Solicitation Effort Documentation (continued);

- Proposer's should solicit firms at a minimum no later than 14 calendar days prior to the Authority's proposal due date and follow up to the solicitations should allow DBE firms reasonable time to respond.
- If a firm was contacted and identified to be interested or if no response was yet received, call-log or e-mail documentation must be included to show a timely follow-up was made.
- Proposer must include within their GFE documentation efforts to identify correct numbers or e-mails if numbers were out of service or e-mails were returned.
- DBE firms solicited must be advised if the original proposal due date has been extended.

Requirements for Good Faith Efforts (GFE) When Goal Not Met

c. Rejected DBE Proposal Documentation;

- Proposer MUST include quote(s) from rejected DBE firm(s), the quote from the firm selected for the work AND an explanation of why the selected firm was chosen over the rejected DBE.
- If the reason for rejection was “price” the quotes must be “like” in comparison? If the DBE was offered proposal items 1-5 and Non-DBE firm was offered proposal items 1-20, they may have an ability to offer a lower rate for items 1-5 as they can absorb the cost in other areas. These are not “like” quotes.
- If the reason for rejection was “price“, the cost differential should be greater than 10%? If not, it would be reasonable to conclude the proposer should have given cognizance to the goal and opted to go with the DBE.
- Proposer to provide efforts made (and documented) to communicate, clarify and/or bring rejected DBE firms on the team.

Requirements for Good Faith Efforts (GFE) When Goal Not Met

D. Publication Efforts Made to Advertise the Projects to Solicit DBE Participation;

- To demonstrate responsiveness in this area, proposer must not place publications on a media that requires a fee to view.
- Publications must be posted a minimum of 14 calendar days before the proposal due date.
- Publications must include information about the contract (location of project, contract number, proposal due date, scope of work made available and contact information.)
- If the proposal due date is extended, publication should be re-run to notify potential proposers are also notified.

Requirements for Good Faith Efforts (GFE) When Goal Not Met

E. Agencies, Organizations, or Groups Contacted to Provide Assistance in Contracting, Recruiting, and Using DBEs;

- Proposer must reach out to local Agencies, Chambers or Minority Associations and submit documentation of these efforts.
- If assistance was provided by an agency, organization and/or group, the proposer must show they have utilized or followed-up with the assistance provided.

Examples:

District 12, District Local Assistance Engineer: Tifini Tran at (949) 756-7805 or at Tifini.Tran@dot.ca.gov

District Small Business Liaisons (DSBL): Brian G. Walsh, DSBL #12 (949) 724-2332, Brian.G.Walsh@dot.ca.gov.

California Construction Contracting Program (CCCP): Peg Bergmann, Project Director, at (916) 445-3512 or at peg_bergmann@dot.ca.gov.

SCORE Orange County

List of California Chambers by County: <http://advocacy.calchamber.com/resources/local-chambers/>

Construction Management Association of America (So Cal Chapter): www.cmaasc.org

Requirements for Good Faith Efforts (GFE) When Goal Not Met

F. Efforts to Provide Information About the Plans, Specifications, and Contract Requirements;

- Assistance should be documented in the publication and Proposer's Requests For Proposal.
- Proposer to provide e-mails or faxes to document assistance was provided.
- Efforts should exclude supplies and equipment the DBE subconsultant purchases or leases from the prime consultant or its affiliate(s).

G. Assistance with Lines of Credit, Insurance, and/or other Services;

- Assistance should be documented in the publication and Proposer's Requests For Proposal.
- Proposer to provide e-mails or faxes to document assistance was provided.
- Proposer to submit documentation of innovative measures to assist DBEs with bonding, lines of credit or insurance.
- Proposer should provide a link to the plans and specifications in their solicitation or document how plans and specifications were made available to prospective proposers by some other means.

Requirements for Good Faith Efforts (GFE) When Goal Not Met

H. Additional Data to Support a Demonstration of Good Faith Efforts;

- Any additional good faith efforts demonstrated that do not fall into categories A through G.
- The DBE participation commitment of the other proposers is the primary consideration for this category. The Authority will determine what the average commitment of the proposers is and if this proposer met that average. If the proposer did not meet the average, it can be reasonably assumed that their good faith efforts were not sufficient in this area.

Example:

- 1st proposer: 3% commitment
- 2nd proposer : 6% commitment
- 3rd proposer : 10% commitment

In the above scenario the average of the proposers is 6.3%, as the 1st proposer came in below the average, they did not sufficiently demonstrate good faith efforts in relation to the other proposer.

Bidders List

(refer to the Bidders List in the RFP)

- Proposer is required to complete and submit the DBE Form D-3 form (titled Bidders List) to Authority no later than 4:00 p.m. on the 2nd business day after the proposal due date
- Bidders List is to include all firms (DBE and non-DBE) that submitted quotes or proposals to act as subconsultants, suppliers or brokers, whether or not you elected to use them in your proposal.

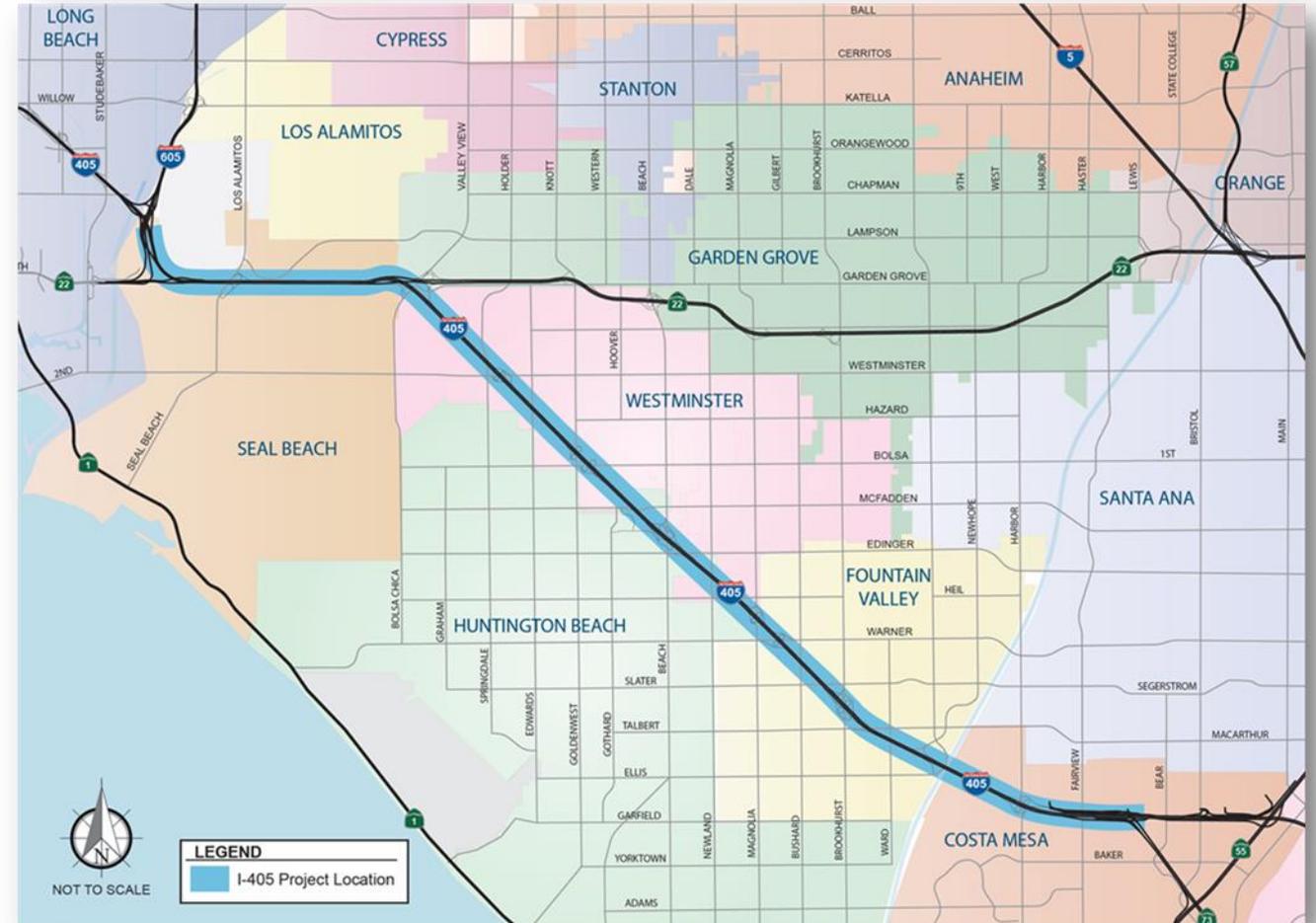
I-405 Express Lanes Overview

RFP 0-2690
ADDENDUM NO. 2, ATTACHMENT A

Kirk Avila
OCTA Express Lanes General Manager

I-405 Procurement Background

- New Express Lanes between State Route 73 (SR-73) and Interstate 605 (I-605)
- Anticipated to go live in October 2023
- Kapsch USA is the lane systems provider



Systems and Services to be Procured

Dan Baker
Program Management Consultant Team

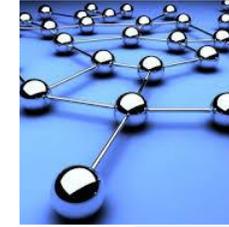
High-Level Scope of Work



- Customer Service and Operations Staffing (No TOC staffing)
- Financial Reconciliation
- Customer contact channels
- Self-Service capabilities
- Call Center/IVR
- Initial collections
- Staff Performance Management
- Customer Satisfaction Measurement



- Account Management
- Trip Processing
- Violation Processing
- Payment Processing
- Financial Processing
- Back Office Operations
- Inventory Management
- BOS Performance Management



- Collections (two)
- Merchant Services Provider (two)
- Registered Owner Lookup
- CTOC/Interoperability
- Mail House (optional)
- Lockbox (optional)
- Rental and Fleet

Items of Note

- Fully formed and priced trips from the lane to the BOS
- Image processing/review by Kapsch as part of trip building
- No traffic operations center, traffic detection, sign control or ITS included in this procurement



Items of Note (cont.)

- OCTA is providing CSC Operations space along the I-405 corridor
- Upon selection, the contractor will immediately begin coordination with the OCTA-provided facility design firm
- OCTA build-out of CSC in 2022
- Other contractors will likely be co-located at the facility
- BOS must be hosted elsewhere at a Tier III data center and/or in the cloud



- There is a second NTP for “Commencement of Ramp Up/Customer Services”
- Serves as notification to the Contractor that the lanes are anticipated to open in ≈ 120 days
- 30 days after, the contractor must provide the capability for customers to setup accounts, order transponders, have gained approval of plans and be on schedule



- Mobile application (optional)
- Data warehouse (optional)
- Analytics (optional)
- Collection agencies direct access



Price Proposal

- Pricing primarily based on Trips, Accounts and Violations
- Some costs are netted out of revenue (collections and credit card fees)
- Some per item costs (for example, mail handling/printing and ROV lookups)
- Some pre-loaded pass-throughs (for example, postage)
- “Future Functionality” should not affect price
- “Including but not limited to:” intent



Questions and Answers

If you have specific questions regarding this procurement, please contact Authority's Contract Administrator.



BOARD OF DIRECTORS

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Mark A. Murphy
Vice Chairman

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Director

Ryan Chamberlain
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Darrell E. Johnson
Chief Executive Officer

August 23, 2021

Michael R. Rizzo
Pillsbury Winthrop Shaw Pittman LLP
725 South Figueroa Street, 36th Floor
Los Angeles, CA 90017-5406

SUBJECT: Protest of WSP USA Services, Inc., to Award of Orange County Transportation Authority Request for Proposals (RFP) 0-2690 "Back Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County"

Dear Mr. Rizzo:

On August 16, 2021, WSP USA Services, Inc. ("WSP"), submitted a protest to the Orange County Transportation Authority's (Authority) Contracts Administration and Materials Management Department ("CAMM") alleging the award of the above-referenced RFP was improper.

The Director of CAMM has considered the protest submitted by WSP and has found no basis to uphold said protest. Accordingly, WSP's protest is denied.

If WSP wishes to escalate this protest pursuant to the Authority's protest procedures, it may do so by submitting said protest to the Authority's Chief Executive Officer in writing no later than ten (10) calendar days after the date of this decision. Pursuant to the protest procedures, the protesting party shall submit only the information previously submitted to CAMM Management as well as a copy of the CAMM Management's decision.

Should you have any questions regarding this letter, please feel free to contact Bob Webb, Principal Contracts Administrator at (714) 560-5743 or by e-mail at rwebb@octa.net.

Sincerely,

Pia Veasapen
Director
Contracts Administration and Materials Management

Cc: Contract File

Sent via E-mail to michael.rizzo@pillsburylaw.com and U.S. Certified Mail
Sent via E-mail to patrick.mcgowan@wsp.com and U.S. Certified Mail
Sent via E-mail to Tamara.Werkmeister@wsp.com and U.S. Certified Mail



Pillsbury Winthrop Shaw Pittman LLP
725 South Figueroa Street, 36th Floor | Los Angeles, CA 90017-5406 | tel 213.488.7100 | fax 213.629.1033

Michael R. Rizzo
tel: +1.213.488.7202
michael.rizzo@pillsburylaw.com

August 25, 2021

VIA Email and U.S. Postal Service

Darrell E. Johnson
Chief Executive Officer
c/o Bob Webb
Contracts Administration and
Materials Management Department
Orange County Transportation Authority
550 South Main Street, P.O. Box 14184
Orange, California 92683-1584
Attention: BID PROTEST

**Re: Escalation of Protest of WSP USA Services, Inc. to Award of RFP 0-2690
Back Office System and Customer Service Operations Services
(BOS/CSC) for the 405 Express Lanes in Orange County**

Dear Mr. Johnson:

On behalf of our client WSP USA Services, Inc. (WSP USA), we hereby submit to you this protest of an intended contract award under Request for Proposal (RFP or Solicitation) No. 0-2690. We furnish this protest in accordance with the Orange County Transportation Agency Contract Administration and Materials Management (CAMM) Procedures, Rev. 15 (July 2020), Paragraph Q (Vendor Protests) and CAMM Policy Manual, Rev. 13 (August 2019), Section IV, E, 7. Under these procedures, on August 16, 2021, WSP USA submitted its protest to CAMM Management.¹ On August 23, 2021, the Director of CAMM issued her decision recommending that the Orange County Transportation Agency (OCTA) deny WSP

¹ We include as Attachment 1 hereto the Protest of WSP USA. Because the exhibits to the Protest (which were submitted on August 16, 2021) are voluminous, they are not included in the attachment and are instead available for download by Mr. Webb at https://wsponlineam.sharepoint.com/:f/s/US-OCTA/Ejl2IgFXpPxGuu_VJxh_9uoBTSJ7E46sg6pUY_qcx5mkhw (via login information that will be shared with Mr. Webb at rwebb@octa.net). If you have difficulty accessing the exhibits, or would like them resubmitted in an alternate format, please contact Aaron Ralph at 213-488-7363 (aaron.ralph@pillsburylaw.com).

Mr. Darrell Johnson

August 25, 2021

Page 2

USA's protest.² Accordingly, WSP USA had ten (10) calendar days from the date of Director Veesapen's letter to escalate its protest to you. This August 25, 2021, letter therefore, is timely and should be included in the OCTA administrative record.

As explained in the attached protest, during the process that led to the Board of Directors' August 9, 2021, vote to direct award of the Contract to Cofiroute USA (CUSA), OCTA impermissibly deviated from the evaluation criteria it published, approved, and committed to use to judge the merits of the parties' proposals when it disregarded the unanimous votes of both the Evaluation Committee and the Finance and Administration Committee to award the Contract to WSP USA. The protest shows that CUSA violated a mandatory RFP term by failing to disclose financial campaign contributions of CUSA agents as required in the RFP. Additionally, the protest shows that CUSA and its agents again violated the RFP when they did not comply with the OCTA Code of Conduct as required. Accordingly, the protest requests that OCTA rescind the August 9, 2021, vote in favor of CUSA and, instead, immediately begin negotiations with WSP USA to finalize the Contract. As explained in the protest, both the law and fundamental fairness demand this result, and all practicalities dictate that re-solicitation is not a viable option.

We understand that we should expect to receive acknowledgement of receipt of this protest within five (5) days, and a written final decision within thirty (30) days, after receipt of this protest. Our client hopes to reach an expeditious business solution without further escalation.

Sincerely,



Michael R. Rizzo

Aaron S. Ralph

Counsel for WSC USA Services, Inc.

Sent via E-mail to Bob Webb,

OCTA Principal Contracts Administrator at rwebb@octa.net

² We include as Attachment 2 the CAMM Protest decision signed by CAMM Director Veesapen.

Attachment 1



Pillsbury Winthrop Shaw Pittman LLP

725 South Figueroa Street, 36th Floor | Los Angeles, CA 90017-5406 | tel 213.488.7100 | fax 213.629.1033

Michael R. Rizzo
tel: +1.213.488.7202
michael.rizzo@pillsburylaw.com

August 16, 2021

VIA Hand Delivery

Orange County Transportation Authority
Contracts Administration and
Materials Management Department
600 South Main Street, 4th Floor
Orange, California 92688
Attention: BID PROTEST

Re: Protest of WSP USA Services, Inc. to Award of RFP 0-2690 Back Office System and Customer Service Operations Services (BOS/CSC) for the 405 Express Lanes in Orange County

Dear CAMM Management:

On behalf of our client WSP USA Services, Inc. (WSP USA), we hereby submit this protest of an intended contract award under Request for Proposal (RFP or Solicitation) No. 0-2690. We furnish the protest in accordance with the Orange County Transportation Agency¹ Contract Administration and Materials Management (CAMM) Procedures, Rev. 15 (July 2020), Paragraph Q (Vendor Protests)² and CAMM Policy Manual, Rev. 13 (August 2019), Section IV, E, 7. *See* Exhibit 2 (hereafter “the Manual”). Under these procedures, WSP USA had seven (7) calendar days from the date of “selection/award” to tender this protest. The OCTA Board of Directors voted to award the 405 Express Lane Back Office Contract (the Contract) to Cofiroute USA (CUSA) on Monday, August 9, 2021. This August 16, 2021 Protest, therefore, is timely and should be included in your Agency’s administrative record.

¹ Hereafter either “OCTA,” “the Authority,” “the Agency,” or “your Agency.”

² Exhibit 1. We attach only the excerpts of this provision because we do not have a full copy of the CAMM Procedures.

Summary of Protest and Resolution Sought: The Contract has federal, state, and local funding. We demonstrate herein that, during the process that led to the Board of Directors' August 9, 2021, vote to award the Contract to CUSA, OCTA impermissibly deviated from the evaluation criteria it published, approved, and committed to use to judge the merits of the parties' proposals when it disregarded the unanimous votes of both the Evaluation Committee³ and the Finance and Administration Committee (Finance Committee) to award the contract to WSP USA. We show that CUSA violated a mandatory RFP term by failing to disclose financial campaign contributions of CUSA agents as required in the RFP. We also establish that CUSA and its agents again violated the RFP when they did not comply with the OCTA Code of Conduct as required. For these reasons, or any one of them alone, OCTA should rescind the August 9, 2021, vote in favor of CUSA and, instead, immediately begin negotiations with WSP USA to finalize the Contract. As we explain in detail *infra* at pages 19-20, we believe no other resolution will assist OCTA's mission of allowing the public to use the I-405 Express Lanes within the Agency's desired time frame. Accordingly, no other resolution will allow the Agency to timely repay, through toll revenue, the federal loans it has accepted. And no other resolution will promote federal, state and local competition requirements designed to promote and reward fair competition.

I. Name and Address of Protester

WSP USA Services, Inc.
1100 W Town and Country Road, Suite 200
Orange, CA 92868

II. Solicitation Number and Project Description

REQUEST FOR PROPOSALS (RFP) 0-2690 Back Office System and Customer Service Operations Services (BOS/CSC) for the 405 Express Lanes in Orange County

III. Statement of the Grounds for Protest and All Supporting Documentation

In this subsection, we brief the grounds for this protest and provide citations to the supporting documentation and evidence. We provide a comprehensive exhibit list

³ The RFP Evaluation Committee's three OCTA representatives and three external members included subject matter experts with professional experience evaluating and overseeing back office system and customer service center operations providers. Two of the OCTA representatives worked for the Express Lanes Program and one worked for OCTA's Highways Program. With respect to the external members, one came from the Metropolitan Transportation Commission, another from the Kansas Turnpike Authority, and the third from the Santa Clara Valley Transportation Authority. *See* Exhibit 3, at p. 16, Attachment A; Exhibit 12 (RFP Addendum 10), Section III.B, at p. 32.

at Appendix A. The exhibit list fully describes each document referenced, so we provide only short citation to each exhibit in the body of this section. We furnish electronic copies of each exhibit on the flash drive that accompanies this protest.

A. Introduction to Argument

During calendar year 2015, the OCTA Board of Directors approved the commencement of a design-build Interstate 405 (I-405) improvement project commonly referred to as DB 405. *See* Exhibit 3, Staff Report, at pp. 1-2. In accordance with its plans, the improvement project was intended to add (1) a general purpose lane to I-405 between State Route 73 (SR73) and Interstate 605 (I-605), and (2) another lane in each direction of I-405 (also between SR73 and I-605) that will combine with existing high occupancy vehicle lanes to provide dual express lanes (405EL). *Id.*

OCTA funded DB 405 initial planning and finance efforts during 2015-2016. Following the conclusion of these preliminary efforts, on June 22, 2020, the OCTA Board of Directors approved the release of solicitation number 0-2352 (the “June 22, 2020 RFP”)⁴ to select a private company to provide back office system and customer support services for 405EL. *Id.* at p. 3. The Agency then conducted additional market outreach and, following that, issued the operative RFP (solicitation number 0-2690) on December 10, 2020 (the “December 10, 2020 RFP”).⁵ Both RFPs sought design, development, implementation and maintenance of a back office system (BOS) and customer service center (CSC) for 405EL. Both RFPs also required bidders to propose toll-related services such as back-office software; a telephone system; violations and processing collections methodology; customer account management; financial management; and transponder inventory management, among other services. Exhibit 3, at p. 3.

OCTA released the June 22, 2020 RFP only after its Board of Directors voted to approve it. *Id.* OCTA also released the December 10, 2020 RFP following a Board approval vote. Both votes necessarily included a commitment by OCTA to follow specific evaluation criteria. The RFP evaluation criteria did not change from June to December. The criteria mandated by the Board had five components:

- Qualifications, related experience and references (15% of the evaluation);

⁴ The June 22, 2020 RFP is Exhibit 13. OCTA cancelled this initial solicitation because it “didn’t get sufficient response in the marketplace because people assumed that it was ... just kind of a flat slam-dunk towards Cofiroute.” *See* Exhibit 5, Board Transcript, at 31:20-31:25 (Director Hennessey); *see also* Exhibit 3, at p. 3 (“Based upon insufficient competition for this procurement, General Counsel notified the Board that after consultation with Executive Management, it would be in the best interest of OCTA to cancel RFP 0-2352 in November 2020.”).

⁵ Cited references are to the December 10, 2020 RFP (Exhibit 4) unless otherwise stated.

- Staffing and project organization (15%);
- Implementation work and technical approach to the BOS (30%);
- CSC operations and work plan approach (20%); and
- Cost and price (20%).

Id. at p. 4; *see also* Exhibit 4, at pp. 28-30; Exhibit 13, at pp. 28-30.

In fact, these evaluation criteria never changed. The weights assigned to each criterion never changed either. Most notably, the cost and price criterion weight was 20 percent from the initial June 22, 2020 RFP release date until August 9, 2021, when the OCTA Board (1) deviated from the evaluation criteria it committed to use to judge the merits of the parties' proposals, and (2) disregarded both the Evaluation Committee's and Finance Committee's unanimous votes to award the contract to WSP USA. "Familiarity," "comfort with an incumbent vendor," and "having one vendor lead both SR91 and I-405" were not and never became evaluation factors OCTA could legally consider.

The RFPs approved by the OCTA Board of Directors also made clear that OCTA would receive project funding from the United States Department of Transportation – thereby implicating federal law, federal regulation, federal public policy and federal agency oversight. Quite obviously, a failure to adhere with federal requirements jeopardizes federal funding going forward.

OCTA received three proposals by the December 10, 2020 RFP's March 22, 2021 deadline. It deemed two of the proposals responsive: the proposal submitted by WSP USA and a competing proposal submitted by CUSA. *See* Exhibit 3, at p. 4. The Evaluation Committee conducted discussions with both offerors on May 19, 2021, to gain a better understanding of each proposal and the parties' respective qualifications. *Id.* at p. 5. Pursuant to OCTA's request, both parties submitted best and final offers on June 10, 2020. Your Agency's Evaluation Committee scrutinized both offers between that date and July 14, 2021. *Id.* at pp. 1, 5. This Evaluation Committee prepared a detailed report outlining – by each of the five required evaluation factors – how it scored the proposals. *Id.* at p. 17, Attachment B.

- Both CUSA and WSP USA received a score of 12.25 on the qualifications, experience and references criterion.
- WSP USA received substantially higher scores for staffing approach (11.75 to 9.5); the BOS work plan (23 to 20.5); and the CSC work plan (16.67 to 14.67).
- CUSA narrowly defeated WSP USA on cost/price (20 to 19.44).

The Evaluation Committee was particularly impressed with the WSP USA staffing plan. The Evaluation Committee noted that “all proposed key personnel from WSP have at least ten years of experience, with six having over 20 years of experience. *Id.* at p. 8. The committee expressed strong reservations about CUSA’s proposed staffing (*id.* at p. 9):

[S]ome of the proposed key personnel did not demonstrate the required experience. The CSC operations manager in the implementation phase brings forth nearly 30 years of experience in CSC operations; however, she has limited tolling industry experience. The proposed QA manager for both phases currently serves as the roadside coordinator for the 91EL Traffic Operations Center but has limited QA experience. CUSA’s interview and demonstration supported the firm’s relevant experience, staffing, technical approach, and Project understanding. However, after the interviews, questions remained about the risk involved in CUSA’s plan to promote employees from within with limited or no directly-relevant experience for key positions and utilizing employees who are currently supporting the 91EL operations.

The Evaluation Committee also demonstrated a thorough understanding of the different interactive voice response technologies (IVR) that each party proposed for BOS implementation. In its proposal, WSP USA revealed that it planned to employ a more advanced technology developed by a vendor named TTEC. WSP USA decided to use TTEC to obtain a competitive advantage after learning about TTEC’s successful IVR deployment at Ford Motor Company, FedEx, Qantas Airlines, Citizen’s Bank, Nissan, and Volkswagen.⁶ The scoring shows that the committee deemed WSP USA’s BOS and CSC implementation approach superior to CUSA, which proposed the IVR technology it introduced in 2019 and currently uses on a SR91 project. *See* Exhibit 3, at pp. 10-11.

WSP USA earned a total score of 83 points. CUSA received 77 points. Thus, the Evaluation Committee, in the report endorsed by OCTA Chief Executive Officer Darrell Johnson (Exhibit 3), unanimously recommended to the Board of Directors, through the Finance Committee, that OCTA make an award to WSP USA. *Id.* at p. 14, Attachment B.

⁶ As we demonstrate *infra*, CUSA speculated incorrectly that WSP USA would use technology furnished by Electronic Transaction Consultants Corporation (ETC). CUSA’s lobbyists then misinformed the Board of Director members. Unfortunately, certain directors who voted for CUSA relied on the information provided by CUSA’s agents and made grossly inaccurate statements about WSP USA’s proposed technology during the August 9 Board meeting.

The next step in the process involved oversight by the Finance Committee.⁷ Following its July 28, 2021 deliberations, the Finance Committee unanimously voted to make the recommended Contract award to WSP USA. Of course, the Finance Committee has particular expertise in price and cost – the fifth evaluation factor (with a 20 percent weight). It noted that WSP USA proposed a higher price than did CUSA. The committee understood, however, that given WSP USA’s superiority in personnel, strategy and technology, WSP USA nonetheless offered the taxpayers of Orange County a better value. We urge your Agency to listen again to these deliberations. We attach that audio file here: http://octa.granicus.com/player/clip/2064?view_id=2&redirect=true (see Item 11 at 7:30-53:20).

Recognizing the uphill battle it faced, CUSA then unleashed its lobbyists on the OCTA Board of Directors. We understand that between July 28, 2021 (the date the Finance Committee convened), and August 9, 2021 in particular, those lobbyists met repeatedly with OCTA Board members. As we demonstrate, they were persistent. They spread misinformation in those meetings and in written communications – including in a letter CUSA submitted to each Board member the evening (a Sunday) before the August 9 vote. See Exhibit 7. The lobbyists played up the importance of the relationships CUSA had formed during its performance of an SR91 project, even though such relationships were not a permissible evaluation criterion. The lobbying efforts proved successful. On August 9, by a tally of ten to six during a second vote that followed a deadlock, the Board voted that CUSA, not WSP USA, should be awarded the Contract.

These events implicate three significant issues that WSP USA seeks to resolve through this protest. First, the Board of Directors did not stay within the limits of its authority. The Board had authority to approve the Evaluation Committee’s recommendation. The Board also had authority to reject the recommendation and, consequently, remand the contract award recommendation to the Evaluation Committee for further deliberations *consistent with the evaluation criteria*. It even had authority to defer the vote for any reason or none at all. The Board, however, did not have authority under OCTA’s rules to disregard unanimous recommendations supported by subject matter experts who carefully scrutinized the parties’ proposals, and instead direct the Contract award to CUSA. But that is precisely what the Board did.

Second, even if the Board had authority to direct the Contract award to CUSA, the Board needed to establish its decision on the basis of the mandatory RFP evaluation criteria the Board approved on two occasions during the past 14 months.

⁷ The Finance Committee is comprised of the following six members of the Board: Michael Hennessey, Steve Jones, Brian Goodell, Patrick Harper, Gene Hernandez, and Joseph Muller. See <http://www.octa.net/About-OCTA/Who-We-Are/Board-of-Directors/Board-Committees/>.

That did not happen. In fact, many of the reasons that Board members cited to vote for CUSA are either altogether absent from these criteria or contrary to them. Chairman Do explained that, while CUSA would need to “scale up” from what it had proposed to meet the requirements, its 20 years of service to the Agency were enough to influence his vote. Director Chaffee voted for CUSA on the basis of his subjective preference that the OCTA use the same vendor on both the SR91EL and 405EL projects. Moreover, when explaining that he was likely to vote against the Evaluation Committee’s recommendation, Director Chaffee discussed an unsubstantiated concern about an event that allegedly occurred 10 years earlier in Washington state. Even if this event were true (we show herein it was not), the event was not subject to consideration given the RFP’s limitation to evaluate events of this type to the previous five years. Director Wagner focused largely on the slight price difference to support CUSA, seemingly unpersuaded by the fact that price/cost should be given only 20 percent weight.⁸ We highlight these and other examples of Board members using their own subjective criteria in lieu of the published evaluation criteria the Section III.C.1.d, *infra*.⁹

Finally, CUSA has lobbying and campaign contribution disclosure issues that require rectification. On the lobbying issue, CUSA agreed that it would comply with OCTA’s Code of Conduct. That Code of Conduct (Exhibit 6) requires honesty and integrity in the communication of bidders and their agents. CUSA’s lobbyists did not communicate with honesty. They inaccurately characterized a WSP USA subcontractor’s performance in Washington state. They misrepresented the maturity of WSP USA’s proposed technology. They also misrepresented that WSP USA had not implemented its technology in like circumstances. On the campaign contribution issue, CUSA failed to disclose certain contributions made by CUSA’s lobbying agents. Because CUSA violated mandatory RFP provisions tied to these issues, it submitted a non-responsive bid and should be disqualified.

Contractors and agencies within California – particularly those who use federal funds – must follow federal, state and local rules. When an agency’s Board of Directors does not adhere strictly to the authority vested in it, California’s courts resolve that failure by ordering the agency to follow its rules. Further, California courts do not allow agencies to award contracts on the basis of personal preferences

⁸ Exhibit 5 is a verbatim transcript of the August 9, 2021, Board meeting that WSP USA prepared, using Veritext Legal Solutions, for your convenience. We cite to that transcript throughout. We also attach here the link to the August 9 audio recording so your Agency can substantiate the veracity of WSP USA’s transcript citations:
http://octa.granicus.com/player/clip/2070?view_id=2&redirect=true.

⁹ Notably, there also is no evidence that any dissenting Board member has specialized education, training or experience in evaluating technical or cost proposals for back office system technology and customer service operations. No Board member made it clear that she or he had read the proposals either.

missing from or contradictory of established evaluation criteria. Finally, California courts have made clear that agencies cannot award contracts to companies that violate mandatory RFP requirements – particularly those related to important public policy concerns such as lobbying and campaign contribution disclosure.

WSP USA respectfully requests a fair and impartial review of this protest at the administrative level so WSP USA does not need to involve California courts to resolve these issues. WSP USA is confident that such a review will result in a contract award to WSP USA – the Evaluation and Finance Committees’ unanimous selection based on Board-approved selection criteria, and the only responsible and responsive bidder.

B. Relevant Legal, Regulatory, and Contract Provisions

In Appendix B, we furnish the full text of the applicable California statutes and regulations we refer to in this protest so you can review them as you consider the protest grounds. We also furnish the substance of the Contract provisions cited herein and implicated by the protest issues. *See* Appendix B.

The CAMM Manual requires the OCTA to maintain a Procurement History File for this and every RFP. *See* Exhibit 2, Section II.K, p. 9. WSP USA’s outstanding Public Records Act request seeks the documents in this file. We intend to add the OCTA’s Procurement History File to WSP USA’s exhibits following receipt of them. We indicate on the Exhibit List (Appendix A) that these documents will become Exhibit 15 when we supplement WSP USA’s Protest Exhibits.

C. Argument

As we demonstrate in Argument 1 below, the Board of Directors did not stay within the authority granted to it under controlling OCTA regulations when it voted to award the Contract to CUSA. The Board of Directors also disregarded the evaluation criteria that it previously approved, twice, in voting to award the contract to CUSA. For these reasons, we respectfully request a CAMM recommendation that OCTA rescind the vote to award the Contract to CUSA and direct the award to WSP USA.

1. The Board Presented No Legally Valid Reason to Deviate from the Evaluation Committee’s Unanimous Recommendation to Award the Contract to WSP USA

The Evaluation Committee adhered with applicable law and mandatory evaluation criteria. By contrast, the Board of Directors disregarded the evaluation criteria and decided, on the basis of comfort and prior relationships, that the Agency should award the Contract to CUSA. The Evaluation Committee acted legally and

objectively. The Board of Directors departed from the rules established to ensure a fair playing field and, on that basis, acted arbitrarily.

a. **The Evaluation Committee Determined the Agency Should Award the Contract to WSP USA on the Basis of the Evaluation Criteria**

The Evaluation Committee brought together technical experts from a variety of organizations, including OCTA's Express Lanes Programs and Highways departments, the Metropolitan Transportation Commission, Kansas Turnpike Authority, and Santa Clara Valley Transportation Authority. *See* Exhibit 3, p. 4; *see also* Exhibit 12, (RFP Addendum 10), Section III.B, at p. 32 (describing the committee composition). This committee conducted a multi-phase review of the proposals. An initial review was conducted on May 4, 2021. Interviews and technology demonstrations were then held with WSP USA and CUSA on May 19, 2021, followed by a review of best and final offers on June 10, 2021. *See* Exhibit 3, pp. 3-5.

The Evaluation Committee's review was extensive and thoroughly explained in a 27-page letter. *See* Exhibit 3. As summarized in the following matrix, after its comprehensive assessment of the proposals against the stated evaluation criteria, the evaluators unanimously found WSP USA's proposal to be superior to CUSA's:

FIRM: WSP USA Services Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications, Related Experience, and References of Firm	4.00	4.50	4.00	4.50	4.00	3.50	3.00	12.25
Staffing/Project Organization	4.00	4.00	4.00	3.50	4.00	4.00	3.00	11.75
Implementation Work Plan and Technical Approach to BOS*	4.00	4.00	4.00	3.50	3.50	4.00	6.00	23.00
CSC** Operations Work Plan and Approach	4.00	4.00	4.00	4.50	4.50	4.00	4.00	16.67
Cost and Price	4.86	4.86	4.86	4.86	4.86	4.86	4.00	19.44
Overall Score	83.4	84.9	83.4	82.4	82.4	81.9		83

FIRM: Cofiroute USA, LLC							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications, Related Experience, and References of Firm	4.00	4.50	3.50	4.00	4.50	4.00	3.00	12.25
Staffing/Project Organization	3.50	3.00	2.50	3.00	3.50	3.50	3.00	9.50
Implementation Work Plan and Technical Approach to BOS*	3.50	3.50	3.00	3.00	4.00	3.50	6.00	20.50
CSC** Operations Work Plan and Approach	3.50	4.00	3.50	4.50	3.00	3.50	4.00	14.67
Cost and Price	5.00	5.00	5.00	5.00	5.00	5.00	4.00	20.00
Overall Score	77.5	79.5	70.0	77.0	80.0	77.5		77

See Exhibit 3, Attachment B. This matrix demonstrates that *every member* of the Evaluation Committee found WSP USA’s proposal to be superior to the CUSA proposal overall: WSP USA established its supremacy in three evaluation criteria in particular. Price/cost was the only criterion where the Evaluation Committee deemed that CUSA had an advantage, and that advantage was small (*less than six tenths of one point* out of a possible 20 points).

b. The Finance Committee Unanimously Recommended Award to WSP USA

Once the Evaluation Committee completed its analysis, it drafted and forwarded its findings and unanimous recommendations to the Finance Committee. See Exhibit 3, at p. 14. The Finance Committee convened on July 28, 2021 and, after a presentation by Board Staff, discussions, and deliberations, it too unanimously voted to award the Contract to WSP USA.

Notably, the Finance Committee has particular expertise in issues such as price and cost. The Finance Committee clearly understood that WSP USA’s higher-priced proposal presented a better value to the Board – as defined by the criteria established by the Board and announced in the RFP – than did the CUSA proposal. The audio recording

[http://octa.granicus.com/player/clip/2064?view_id=2&redirect=true] substantiates these events. *See, e.g.*, Director Muller¹⁰ at 52:09-52:49 (stating, “I worked really, really hard tried to figure out why we should stay with [CUSA], and [Director Hernandez], you got it right ... I worked really hard, but listening to the comments of the [Finance Committee] and Staff so I’m really struggling trying to justify not going with their recommendation, and so I think I am going to go ahead and support that [resolution to approve selection of WSP USA]”).

The Finance Committee’s unanimous decision following the Evaluation Committee’s unanimous decision should have resulted in a recommendation to award the Contract to WSP USA being placed on the Board’s Consent Calendar. *See* Exhibit 2 (Manual) at Section III.B.3, at p. 16 (stating that “[i]f the approval by the Committee is unanimous, it will move on to the Board as a Consent Calendar item”). Such an action would have led to the full Board approving award to WSP USA summarily with the slate composed of other non-disputed items. Following this typical procedure would have avoided the unsupportable actions that took place at the Board meeting, when members abandoned required selection criteria, gave weight to misinformation presented by CUSA lobbyists, and took the remarkable action to vote to award the Contract to CUSA.

c. **The Board of Directors Did Not Have Authority to Vote to Award the Contract to CUSA**

The issue of Contract award was moved to the Board as a Regular Calendar item rather than a Consent Calendar item. The result was a wide-ranging discussion by the Board that mostly strayed from the required evaluation criteria. The events culminated in the Board rejecting the Evaluation and Finance Committees’ unanimous recommendations to approve Contract award to WSP USA, and, ultimately, voting to award the Contract to CUSA. The Board exceeded its authority when it took the latter action.

The Board’s procurement policies vest the Board with the authority to “**approve** all procurements for values that exceed the CEO’s authorization.” *See* Exhibit 2 (Manual), Section III.B, at p. 16 (emphasis added); *see also id.* at Section III.A.2, at p. 15; *Id.* at Section VI.B.6, at p. 38; *id.* at Section IV.B.11.k.1, p. 43 (“when the Board of Directors approves the selection of Consultant”). A strict reading of this provision might lead to the conclusion that the Board could do nothing more than approve the award to WSP USA. A more logical reading – which comports with plain meaning – suggests that the Board could approve or disapprove the award. Rejecting the Evaluation and Finance Committees’ unanimous

¹⁰ Director Muller voted to approve the recommendation of award to WSP USA as a member of the Finance Committee and then voted against the recommendation at the Board meeting twelve days later.

recommendations and fashioning its own award decision, however, without (1) proper vetting through the Evaluation Committee and Finance Committee, or (2) regard to the RFP evaluation criteria, is action beyond the authority vested in the Board as the above provisions show. Moreover, even if the Board had authority to direct an award contrary to the unanimous recommendations of the Evaluation and Finance Committees, there is no authority for the proposition that the Board can do so on the basis of erroneous information or by employing evaluation criteria not itemized in the RFP.

WSP USA's reading of the Board's procurement policies provides bidders due process, consistent with other OCTA regulations. Specifically, the Manual requires advanced notice to offerors that they are not recommended for award. *See* Exhibit 2 (Manual), Section VI.B.11.j.4, at p. 42 ("Once the final recommendation has been made by the Evaluation Committee, the CA will notify all firms that submitted proposals in writing indicating who the recommended firm is and provide a statement indicating when the proposal evaluation data will be available."). This notice affords presumptively losing offerors a chance to prepare to address the Board – just as CUSA did in this procurement – and seek to convince the Board to reject the staff's recommendations.

The Board clearly had authority to approve the Evaluation Committee's recommendation (as routed through and unanimously approved by the Finance Committee) or to defer the vote. It also had authority to remand the contract award recommendation to the Evaluation Committee for further deliberations and revised recommendations. The Board did not have authority, however, to disregard the unanimous recommendations from the Evaluation and Finance Committees and direct an award to the losing offeror CUSA as it did. Under applicable legal principles, this course of action was arbitrary and capricious and cannot stand. We hope your Agency will resolve this error so a California court will not need to order the proper resolution.

d. The Board of Directors Disregarded Mandatory Evaluation Criteria in Favor of Personal Preferences

The Public Contract Code imposes limitations on each agency's discretion to award contracts, especially where, as here, federal funds are involved. *See* CA Pub. Contract Code, § 1100; *id.* at § 10344(c). The Code is designed to, among other things, provide bidders with a fair opportunity to compete and to eliminate favoritism and corruption. *Id.* at § 100; *see also Michaelis, Montanari & Johnson v. Superior Court*, 38 Cal.4th 1065, 1073 (2006) (stating that public contracting requirements are "intended to assure a healthy degree of competition, to guard against discrimination, favoritism, or extravagance and to assure the best social, environmental, and economic result for the public"). To effectuate these goals, "Bidders cannot be

required to guess at the standards by which they will be measured.” *Eel River Disposal & Res. Recovery, Inc. v. Humboldt*, 221 Cal. App.4th 209, 235 (2013).

It is black-letter federal and California law that in public procurements, the evaluation criteria set forth in the RFP are mandatory. *See, e.g., Schram Constr., Inc.*, 187 Cal. App.4th at 1052 (university’s award was improper where it relied upon criteria to select a bidder that was not contained in solicitation); *Pozar v. Department of Trans.*, 145 Cal. App. 3d 269, 271 (1983) (agency must comply with the terms in its own solicitation); *Y & K Maintenance, Inc.*, B-405310.6, Feb 2, 2012, 2012 CPD ¶ 93 (sustaining a protest because the agency failed to evaluate a proposal consistent with the RFP’s stated evaluation criteria); *Omniplex World Servs. Corp.*, B-290996.2, Jan. 27, 2003, 2003 CPD ¶ 7 (finding an agency improperly relied on an unstated requirement to exclude an offeror from the competitive range). For this reason, the California Public Contract Code, at Section 10344(c), directs that “[t]he contract shall be awarded to the bidder whose proposal is given the highest score by the Evaluation Committee.”

Here, the Board established the evaluation criteria, and the weight attributable to each criterion, on June 22, 2020, when it first approved the release the June 22, 2020 RFP. Then, the Board approved the evaluation criteria a second time when it voted to allow the release of the December 10, 2020 RFP. *See* Exhibit 3 at pp. 1-2; *see also* Exhibit 2 (Manual), Section III.B, at p. 16; *id.* at Section VI.B.6 p. 38. During the August 9, 2021, Board meeting, certain members set aside the very evaluation criteria the Board had mandated on two prior occasions. Unfortunately, this violated bedrock principles of public procurement and all notions of fundamental fairness.

If the Board was dissatisfied with the mandatory evaluation criteria established in the June 22, 2020, or December 10, 2020 RFPs, it could have directed responsible CAMM procurement personnel to revise the criteria, issue a different set of criteria, or change the weighing of criteria. Instead, the Board approved the mandatory evaluation criteria (which WSP USA relied upon) as written. This caused both CUSA and WSP USA to write their proposals in the manner each believed would best satisfy the criteria. This also caused the Evaluation Committee to evaluate each proposal against the established criteria rather than against the subjective preferences of Board members. Of course, this process would give both parties fair notice. Following the process also allowed both parties an equal, fighting chance to prevail.

The Board of Directors undid the intensive work by the offerors and comprehensive analysis by the subject matter experts who evaluated the parties’ proposals against the established evaluation criteria. On August 9, the Board changed the rules of the race after it was already run and evaluated the offers against their own personal preferences.

Chairman Do set the stage, instructing Board members that (*see* Exhibit 5 (Board Transcript), at 35:13-35:16):

as directors, we look at different factors, and then we come up with our own solution – or conclusion.

Following this instruction, mandatory rules, procedures and evaluation requirements were set aside and the Board considered a wide range of unannounced evaluation considerations, including: (1) granting CUSA additional credit for its experience with OCTA; (2) favoring a technical solution that was comparable to that used on SR91 (3) exploring demonstrably untrue and exceptionally prejudicial speculation about the performance of one of WSP USA's proposed subcontractors on prior projects, (4) making price the paramount factor, and (5) speculating about unproposed technical solutions that an offeror may or may not be capable of delivering in the future (and at what price). None of these considerations were appropriate. None of them form a valid basis to make award to CUSA, much less to overrule the unanimous recommendations of the Evaluation and Finance Committees.

(1) *Improper Emphasis on Past Performance with OCTA*

No RFP evaluation criteria afforded more past performance credit for experience with OCTA and less for experience with other agencies. This would have been prohibited, as the Manual provides that “[e]qual weighting will be given to firms for past experience where working with the Authority and elsewhere.” *See* Exhibit 2, Section VI.B.7.e.2, at p. 39. Nonetheless, the Board granted considerably more weight to CUSA's performance with OCTA. For example, Director Chaffee cited CUSA's prior work for OCTA as a deciding factor when voting against WSP USA, stating (*see* Exhibit 5, at 19:3-19:5):

I think I would like to have the comfort of going with a vendor that has worked for us for so long...

Director Chaffee was not alone in this sentiment. Chairman Do stated (*see* Exhibit 5, at 14:22-14:25):

But I think what we have today, what we have enjoyed from Cofiroute, like I said, close to 20 years of good experience should count for something.

Director Wagner underscored that the Agency could and should hold WSP USA to a higher standard, notwithstanding its broader and more diverse experience than CUSA (*see* Exhibit 5, at (28:6-28:12); 29:5-28:10):

WSP and [its subcontractor] ETC have a larger and more diverse portfolio. But at the end of the day, we -- OCTA -- we are in Cofiroute's portfolio, and I didn't hear in the presentation, or I don't read in the staff report, any dissatisfaction with the job Cofiroute did with us in its portfolio.

...

I just -- you know, I hate to second guess staff, but I just don't think the -- you know, the argument's been made, the loop -- you know, the circle's been closed here to in fact justify bringing on a new vendor, making the kinds of changes that are suggested here.

Director Muller likewise downgraded WSP USA's experience with other agencies and upgraded CUSA for work it has done with OCTA (*see* Exhibit 5, at 42:13-42:16):

Director Wagner is correct. We are part of [CUSA's] portfolio. We know this company. We know how they operate, and that's worth something. (See Exhibit 5, at 42:13-42:16).

Vice Chair Murphy also had similar sentiments, stating (*see* Exhibit 5, at 52:16-52:17):

My inclination is to stick with people that we've had positive experiences with.

These statements demonstrate that the Board favored CUSA because of its prior work with OCTA. But this was not an established evaluation criterion. Accordingly, this favoritism violated the RFP, the Manual, and federal and California law that establish the mandatory nature of evaluation criteria in public procurements.

(2) *Improper Consideration on Combining Operations for SR91 and the I-405 Express Lanes*

The RFP did not place any weight on having the same vendor perform the SR91 and the I-405 express lane projects. That did not dissuade the Board from establishing this as an ad hoc evaluation criterion on August 9. According to Director Chaffee (*see* Exhibit 5, at 19:3-19:11):

I see less risk in that than going to a totally new vendor, and the issue of having two separate vendors on a similar claim, one on the 405, one on the 91. I would feel more comfortable if they were the same, and so I would -- I'm probably going to vote no on this ...

Director Muller shared a similar statement (*see* Exhibit 5, at 41:6-41:17):

My back office should be the same. It doesn't make a lot of sense to me. It's not efficient to have to operate two separate back offices. When I asked could you combine them, the answer was -- well, it was kind of a loaded question when I asked it, the answer is, "No, you're not going to be able to combine these two back offices. You're going to have to build a new one."

If the Board had wanted OCTA to demand that proposed 405EL BOS and CSC technical solutions mimic those used on the SR91 express lanes project, it was incumbent on the Board to instruct the CAMM staff to establish this as an evaluation factor. Instead, OCTA told offerors it will not combine portions of the 405EL activities with the 91EL activities. *See* Exhibit 12 (RFP Addendum 10), response to question no. 155, at pdf p. 46/650 ("Does the Authority foresee combining violations from the 91 EL program to violations acquired on the 405 EL at some point").

(3) *Improper Exploration of Alleged (Albeit Wrong) Past Performance*

The Solicitation committed to evaluate past performance under the Qualifications, Related Experience, and References of the Firm evaluation factor. *See* Exhibit 12, (RFP Addendum 10), Section III.A.1, at p. 30). OCTA made clear that it would scrutinize pending and recent litigation as a component of past performance. The RFP allowed OCTA to evaluate current litigation and that conducted and resolved during the previous five years. *See* Exhibit 4, RFP Form C (Status of Past and Present Contract Forms), referenced in Exhibit 12 (RFP Addendum 10), at p. 25.

Board members, however, expressed unease about an unsubstantiated (and demonstrably incorrect) concern about WSP USA subcontractor Electronic Transaction Consultants Corporation (ETC) that allegedly occurred 10 years earlier in Washington state. Here is one example, from Director Chaffee (*see* Exhibit 5, at 15:20-15:23):

I was concerned when I learned about the recommended vendor being late on a provision with the state of Washington, and apparently they paid a penalty[.]

No director should have considered this information – even if it were true – as it occurred ten years earlier. *See* Exhibit 8. Further, as explained in Section III.C.2.a., *infra*, ETC paid no penalty whatsoever. To the contrary, the State of Washington lauded ETC's contract performance. *See* Exhibit 9.

(4) *Improper Emphasis on Price*

The Board also disregarded the 20% weight afforded the cost and price factor and the Manual's admonition that the Authority make awards "to the proposer whose proposal offers the greatest business value to the Authority **based upon an analysis of a tradeoff of technical factors and price** to arrive at the proposal that represents the 'best value.'" See Exhibit 2 (Manual), Section VI.B.11(k), at p. 43.

Director Wagner heavily emphasized price (*see* Exhibit 5, at 28:13-19):

We've got a statement in here that the planning, technical, and operational aspects of the work and onsite staff available support the higher price, but nobody's identified shortcomings in Cofiroute in those areas that, to my mind, justify this significant additional increase in taxpayer dollars going to fund this.

Director Wagner acknowledged his support for the Board deviating from the RFP's 20% weight afforded to cost/price (*see* Exhibit 5, at 38:21-39:1):

We have a process. We followed it. Doesn't mean we can't overrule it here. Absolutely. But if that's going to be our criteria, that cost is much more important than the others, we need to weigh in and change that when we put this out to bid.

Of course, the Board did not put the revised criteria on the street and allow offerors an opportunity to compete on a fair footing. Instead, it changed the evaluation criteria and weight at the Board meeting without affording WSP USA a chance to revise its proposal to meet revised criteria and weight.

Further, the RFP instructed bidders to send price proposals and technical proposals in sealed volumes so the Evaluation Committee could evaluate price and technical approach separately, as is standard practice for best value award decisions. See Exhibit 12 (RFP Addendum 10), Section I.F.3, at p. 7 (requiring offerors to submit cost and price information separately from their technical proposals). This made sense since the technical aspects of the proposals were to be given significantly more weight than price (80 percent to 20 percent). Director Muller, however, showed his deviation from this concept when he stated (*see* Exhibit 5, at 39:13-39:21):

I had some concerns, and the more I thought about it over the last week, more of those concerns kept coming to the surface. We had a group of evaluators that looked at the separate proposals without cost in mind. And I guess that's fine, but I guess if they would've put the cost in front of it, maybe they would've had a different opinion.

(5) ***Improper Credit for the Potential to add Technical Features***

The Board gave CUSA credit for technical solutions it had not yet even proposed. Rather than accepting the Evaluation Committee's conclusion that WSP USA offered superior technical features, **Chairman Do offered the remarkable proposition that** (*see* Exhibit 5, at 14:15-14:16):

if necessary [CUSA] can scale up to provide the amenities that we want.

Vice Chairman Murphy agreed (*see* Exhibit 5, at 52:18-52:23):

if there's concerns about the levels of the proposals in terms of the technology or the rest, that's something that would be taken care of in the next round of things in terms of the final analysis and the stipulations.

Accordingly, in the Board's ad hoc technical evaluation, the Board limited WSP USA to what it had proposed. Conversely, it credited CUSA with boundless technical possibilities that CUSA had not offered. If this decision is not reversed, offerors like WSP USA will be burdened with the unachievable task of exceeding the brilliance of solutions unfairly credited by the Board to their competitors that are limited only by the Board members' imaginations. **No Court would deem this anything other than arbitrary and capricious.**

(6) ***None of the Improper Evaluation Factors Support Making an Award to CUSA***

The Board member comments highlighted above illustrate that the Board chose to substitute its judgment for that of the evaluators. It demonstrates that the Evaluation Committee used the RFP evaluation factors and weights – and that the Board of Directors set the RFP aside in favor of their subjective preferences. Of course, this occurred without finding any fault with the Evaluation Committee's application of the evaluation criteria or the Finance Committee's unanimous decision to recommend that WSP USA perform the Contract.

For example, Director Hennessey – who consistently supported selecting WSP USA for award – commended the staff and Finance Committee for their work (*see* Exhibit 5, at 34:18-35:3):

I do also want to extend my thanks to the members of the Finance Committee. They had a really robust dialogue and a debate, and I think members of our committee came in with one point of view and wound up with another point of view after the give-and-take of this

thing and a thorough examination. So I just want to -- you know, however this comes out, I just want to thank the finance committee for doing what is an excellent job for doing their job robustly...

And Chairman Do endorsed Director Hennessey's assessment that the Board wasn't second guessing the staff and was instead just "exercise[ing] our own independent judgment" because "we're at a different point now." See Exhibit 5, at 35:7-37:6.

As shown, Chairman Do admonished the directors to develop their own evaluation criteria at the final Board meeting – without notice to the bidders or deference to the experienced Evaluation and Finance Committees – and vote on the basis of their own individual preferences. The law does not allow this. See, e.g., CA Pub. Contract Code § 10344(c); *Eel River Disposal & Res. Recovery, Inc.*, 221 Cal. App.4th at 235; *Schram Constr., Inc.*, 187 Cal. App.4th at 1052; *Pozar*, 145 Cal. App. 3d at 271; *Y & K Maintenance, Inc.*, B-405310.6, Feb 2, 2012, 2012 CPD ¶ 93.

Consequently, we respectfully request that the Agency rescind the August 9, 2021 vote in favor of CUSA and, instead, approve award to WSP USA and immediately begin negotiations with WSP USA to finalize the Contract. This is the only viable resolution following rescission of the Board's vote.

In other words, the Agency cannot re-solicit *for a third time* for many reasons:

- **TIME:** As this RFP process has demonstrated, a re-solicitation would require six months of time, at a minimum. The Agency, however, wants to "Go-Live" within 738 days of the currently contemplated Contract award date, not within 738 days of the re-solicitation award date. A re-solicitation will result in a six month or more delay in commuters enjoying the express lanes.
- **COMPETITION:** As we have demonstrated in this protest, competition is a bedrock principle, regardless of whether this Agency uses Transportation Infrastructure Finance and Innovation Act (TIFIA) funds. The Board of Directors, however, has made it clear that it prefers CUSA, notwithstanding what the bid documents require or what an experienced evaluation team recommends. Accordingly, should the Agency order a re-solicitation, there will be no competition because no company other than CUSA will invest the time and money knowing it will be unsuccessful even if the Evaluation and Finance Committees unanimously recommend that it be awarded the Contract.
- **REPAYMENT:** The Agency likely has a TIFIA repayment plan premised on toll revenue commencing in accordance with a successful conclusion of this RFP. A re-solicitation, and the delay concomitant

with it, will defer that revenue stream and require this Agency to find other loan repayment sources.

2. **OCTA Must Disqualify CUSA's Bid Because CUSA Violated Mandatory Ethics and Conflict of Interest Requirements**

OCTA accepted California taxpayer and federal funding to assist in its administration and payment of the 405 Express Lane Back Office Project. In federally funded projects, awarding agencies (whether federal, state or local) must avoid even the appearance of impropriety. *See NKF Eng'g, Inc. v. United States*, 805 F.2d 372 (Fed. Cir. 1986) (contracting officer has authority to disqualify a bidder based solely on appearance of impropriety when done to protect the integrity of the contracting process). Contractors who lobby with inaccurate information during the award process or otherwise interfere with a fair evaluation are subject to automatic disqualification. *See Compliance Corp.*, B-239252, Aug. 15, 1990, 90-2 CPD ¶ 126, *aff'd on recon.*, B-239252.3, Nov. 28, 1990, 90-2 CPD ¶ 435 (A contracting officer may disqualify a bidder from competition whose actions fall short of a statutory violation, but call into question the integrity of the contracting process.).

The California Supreme Court also believes the public has a “legitimate and substantial interest” in a transparent and open public procurement process: The competitive bidding process is intended to assure a healthy degree of competition, to guard against discrimination, favoritism, or extravagance, and to assure the best social, environmental, and economic result for the public. Accordingly, the public may have a legitimate and substantial interest in scrutinizing the process leading to the selection of the winning proposal. *Michaelis, Montanari & Johnson v. Superior Court*, (2006) 38 Cal.4th 1065, 1073-1074.

For precisely these reasons, OCTA established strict lobbying and conflict of interest disclosure requirements in the RFP. OCTA modeled the requirements after terms OCTA codified in its Manual (Exhibit 2) and Code of Conduct (*see* Exhibit 6). Contractors must comply with the OCTA Code of Conduct. *See* Exhibit 12 (RFP Addendum 10) Section I.N, at p. 9 (“All offerors agree to comply with the Board’s Code of Conduct”).

The requirements addressed below were mandatory. CUSA did not adhere to them. Accordingly, the Agency has no choice – it must throw out the CUSA bid and award the Contract to WSP USA.

a. **CUSA Lobbyists Did Not Adhere to Mandatory RFP Requirements**

OCTA made clear in the RFP that offerors must adhere to the Agency's Code of Conduct. *See* Exhibit 12 (RFP Addendum 10) Section I.N. That Code of Conduct states: "OCTA is a public agency that shall conduct its business with integrity in an honest and ethical manner. Any attempt to evade or circumvent any requirements of this policy or of any rules or laws applicable to OCTA and its employees is improper." *See* Exhibit 6, Section I. Accordingly, the Agency demanded fair, honest and accurate communications from offerors and their agents, including their lobbyists. Failure to follow that mandatory requirement is grounds to disqualify a bidder. *See Woodbury v. Brown-Dempsey*, 108 Cal. App. 4th 421, 134 Cal. Rptr. 2d 124 (2003) (contractors who are directed to, or who agree to, satisfy requirements are under a mandatory obligation to do so). Offerors either comply with the mandatory requirement or, if they are non-compliant, must be excluded from the competition. *Konica Bus. Machs. U.S.A., Inc. v. Regents of Univ. of Cal.*, 206 Cal. App. 3d 449, 454 (1988) ("A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted.")

CUSA disclosed in its lobbying forms that four individuals lobbied on behalf of CUSA. We understand that the lobbying occurred on a regular basis both before and after the CAMM Evaluation Committee released its July 7, 2021, recommendation of contract award to WSP USA. These individuals were: Craig Reinhardt of Smith Public Affairs; Roger Faubel of Faubel Public Affairs; Peter Whittingham (Whittingham Public Affairs); and Gary Hausdorfer.¹¹

CUSA's lobbyists did not always furnish the OCTA Board members with accurate information. For example, during the August 9, 2021 OCTA Board meeting that facilitated the remarkable reversal of the contract award from WSP USA to CUSA, Directors Chaffee and Muller apparently voted for CUSA in part because they believed (on the basis of erroneous information the lobbyists provided) that a WSP subcontractor had paid a \$2 Million fine on a similar project in Washington state to settle performance claims. *See* Exhibit 5 (Transcript), at pp. 41-42. This was both legally irrelevant and factually wrong. It was legally irrelevant because the alleged event occurred more than 10 years ago. Under the RFP, evaluators were entitled to consider only relevant litigation that has transpired during the previous five years. *See* Exhibit 4 (RFP) Form C (Status of Past and Present Contract Forms), referenced in Exhibit 12 (RFP Addendum 10), at p. 25. It was factually wrong because WSP USA's subcontract partner, ETC, paid \$0.00 (zero dollars) related to this issue. *See*

¹¹ Mr. Hausdorfer is a familiar name and face to OCTA. Mr. Hausdorfer roamed OCTA halls regularly when he served as CUSA's President and Chief Executive Officer for 19 years until he left CUSA in March 2021 to become the President and Chief Executive Officer of the Diamond Group. <https://www.linkedin.com/in/gary-hausdorfer-b14866b/>

Exhibit 8 (“there was no cash involved in the settlement, [and] the agreement includes extension of the contract with ETC from 2014 to 2018”). ETC performed in an exemplary fashion for the State of Washington. In fact, the letter of thanks WSP USA obtained in its due diligence lauds ETC in every respect, including schedule. *See* Exhibit 9.

CUSA and its lobbyists also misrepresented WSP USA’s IVR technology. In the CUSA Sunday evening letter to the Board (Exhibit 7), for example, CUSA represented “WSP teamed up with [ETC], with ETC providing the back-office system.” *See* Exhibit 7, at p. 2. That is inaccurate. As WSP USA made clear, WSP USA teamed with TTEC to provide the IVR and other areas of innovation that the Evaluation Committee lauded. CUSA wrote that “ETC has proposed future technology for the 405 that has yet to be successfully implemented.” *Id.* at p. 3. Again, this is false information. WSP USA demonstrated in its proposal that it used TTEC, not ETC, and that the TTEC technology has operated previously in the customer service centers of numerous major corporations. The letter also queries irresponsibly “whether the system proposed by WSP has been successfully implemented anywhere.” *Id.* at p. 4. The answer, which was readily apparent in WSP USA’s proposal, was a resounding yes! TTEC successfully deployed the technology at, among other customers, the Ford Motor Company, Qantas Airlines, Citizen’s Bank, Nissan and Volkswagen. For all of these reasons, the evaluation staff had no obligation to “move the committee off the idea that WSP’s solution was technologically superior to Cofiroute’s.” *Id.* In the Evaluation Committee’s expert opinion, WSP USA’s technology was superior.

As demonstrated, the information CUSA and its lobbyists presented was false and misleading. Accordingly, CUSA and its agents did not adhere to the OCTA Code of Conduct requirement of honesty and business integrity. This gives the Agency grounds to disqualify CUSA from the competition.

Unfortunately, the spin provided by CUSA and its lobbyists changed the outcome of this competition. The experienced OCTA Evaluation Committee, which carefully analyzed both proposals against the RFP’s evaluation criteria, chose WSP USA unanimously. The OCTA Board’s Finance Committee seconded that unanimous recommendation. Armed with *misinformation* furnished by lobbyists, the Board of Directors abandoned the approved selection process and selected CUSA, at least in part, on false, misleading, and otherwise inappropriate criteria. We urge the Agency to right that wrong.

b. CUSA’s Undisclosed Campaign Contributions Also Violated Mandatory RFP Requirements

CUSA had a mandatory, affirmative obligation to disclose, via RFP Form B, the campaign contributions of CUSA and its agents. *See* Exhibit 12 (RFP Addendum

10), Section II. B.2, at p. 24 (“The prime Contractor, Subcontractors, lobbyists and agents are *required* to report all campaign contributions from the proposal submittal date up and until the date the Board of Directors makes a selection” (emphasis added)).

WSP USA obtained CUSA’s lobbyist and campaign contribution forms on Thursday, August 12, 2021, in response to a Public Records Act request. *See* Exhibit 10. The forms demonstrate unequivocally that Faubel Public Affairs lobbied on behalf of CUSA during the disclosure time period. WSP USA has learned, through the Orange County Registrar Office’s Campaign Finance Disclosures report (*see* Exhibit 11), that Lisa Faubel – the Controller of Faubel Public Affairs – made significant campaign contributions to OCTA Board of Director members within a year of the parties’ March 2021 submission of original proposals¹²:

- \$2,100 to Andrew Do;
- \$500 to Don Wagner;
- \$1,100 to Lisa Bartlett; and
- \$250 to Katrina Foley¹³

CUSA violated a mandatory requirement by not disclosing the Lisa Faubel contributions on RFP Form B. For this reason also, CUSA should be disqualified.

B. Conclusion

For the reasons set forth herein, we respectfully request that OCTA set aside its August 9, 2021, vote in favor of CUSA. As shown, both the law and fundamental

¹² Relatives of Peter Whittingham also made significant campaign contributions, including \$1,000 to Chairman Do, \$500 to Director Wagner, \$500 to Director Shaw and \$2,100 to Director Foley. While CUSA may not be required to disclose these contributions, we wanted to bring them to your attention.

¹³ Under the ethics rules and Code of Conduct admonitions against conflicts of interest, Board members should recuse themselves when bidders identify in bid documents that they or their agents have made campaign contributions to voting Board of Director members. The Board vote on this contract had no recusals.

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fairness demand that OCTA award the Contract to WSP USA. Further, practicalities dictate that re-solicitation is not a resolution option.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael R. Rizzo", written over a horizontal line.

Michael R. Rizzo

Aaron S. Ralph

Counsel for WSC USA Services, Inc.

Appendix A: Exhibit List

1. Vendor Protest Procedures (Paragraph Q) Excerpt from OCTA Contract Administration and Materials Management (CAMM) Procedures, Rev. 15 (July 2020)
2. OCTA Contract Administration and Materials Management (CAMM) Policy Manual, Rev. 13 (August 2019) (“the Manual”)
3. Memorandum from Darrell E. Johnson to: Finance and Administration Committee, Subj: Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County (July 14, 2021) (“Staff Report”)
4. RFP 0-2690 Back Office System and Customer Service Operations Services (BOS/CSC) for the 405 Express Lanes in Orange County (“the RFP” or “December 10, 2020 RFP”)
5. Transcript of OCTA Board Meeting, August 9, 2021, 9:00am, Agenda Item 16: 21-3563 Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County
6. OCTA Code of Conduct (HROD-BOD-101.00CONDUCT) (November 16, 2018)
7. Letter from Cofiroute USA to: Chairman Do and OCTA Board of Directors, Subj: Cofiroute USA Comment Submission re: Agenda Item 16 – Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County (dated August 9, 2021, and sent on Sunday, August 8, 2021)
8. Business Wire, *ETC Corporation and WSDOT Reach Settlement* (July 18, 2012)
9. Washington State Department of Transportation Thank You Card to Electronic Transaction Consultants Corporation (ETC) (July 1, 2021)
10. Cofiroute USA, LLC Form B FINAL (March 22, 2021)
11. Orange County Registrar’s Office Contribution Report, Schedule A (CA Form 460)
12. Addendum 10 (February 25, 2021) to RFP 0-2690 Back Office System and Customer Service Operations Services (BOS/CSC) for the 405 Express Lanes in Orange County (“RFP Addendum 10”)

13. RFP 0-2352 Back Office System and Customer Service Center Operations Services for the 405 Express Lanes In Orange County (June 22, 2020) (“June 22, 2020 RFP”)
14. Addendum 2 (December 16, 2020) to RFP 0-2690 Back Office System and Customer Service Operations Services (BOS/CSC) for the 405 Express Lanes in Orange County (“RFP Addendum 10”) (“RFP Addendum 2”)
15. RFP 0-2690 Procurement History File (to be furnished)

Appendix B: Statutory, Regulatory and Contract Provision References:

Competitive Bidding

1. The Public Contract Code applies to the State, its cities and counties, to public authorities and public agencies, and to any other political subdivision or public corporation in the state. *See* Pub. Contract Code § 1100. This statute states as follows:

“Public entity,” as used in this part, means the state, county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the state.

2. California enacted the Code to accomplish four primary goals. The statute provides as follows:

The Legislature finds and declares that placing all public contract law in one code will make that law clearer and easier to find. Further, it is the intent of the Legislature in enacting this code to achieve the following objectives:

(a) To clarify the law with respect to competitive bidding requirements;

(b) To **ensure full compliance with competitive bidding** statutes as a means of protecting the public from misuse of public funds;

(c) To **provide** all qualified bidders with **a fair opportunity** to enter the bidding process, thereby stimulating competition in a manner conducive to sound fiscal practices; and

(d) To **eliminate favoritism**, fraud, and corruption in the awarding of public contracts.

Pub. Contract Code § 100 (emphasis added). Through this lens, California procurements must be conducted.

3. The Exhibit 2 CAMM Policy Manual required this Contract to follow a competitive procurement process:

Manual Section V, E makes clear that the Agency will use sole source procurements only when as item is available from a single source or there is a public exigency or emergency. Otherwise, the Authority must use a competitive, negotiated RFP that includes price among the factors considered and does not require award to the lowest bidder. *Id.* at Section V. B, at p. 38.

4. The Solicitation was a competitive procurement seeking proposals responsive the RFP. The solicitation did not seek a sole-source. *See* Exhibits 4 and 12 Key RFP dates; pp. i-ii; references to “offerors” *seriatim*.

The Evaluation Criteria:

1. The RFP established five evaluation criteria with weights:

Qualifications, Related Experience, and References of the Firm	15%
Staffing and Project Organization	15%
Implementation Work Plan and Technical Approach to BOS	30%
CSC Operations Work Plan and Approach	20%
Cost and Price	20%

OCTA required offerors to submit their cost and price proposals “in a sealed envelope, separate from the Technical Proposal package” so cost/price and technical approach could be evaluated separately. *See* Exhibit 12 (RFP Addendum 10), Section I.F.3, at p. 7.

2. Qualifications, Related Experience, and References had six subfactors:

- Overall strength of team.
- Strength of prime and all major Subcontractor’s financial condition.
- Experience of the team and relevant project experience in BOS and CSC Operations implementation, as well as operations and maintenance (experience with similar scopes of work, current installations of the BOS, current similar operations).
- Strength and relevance of reference projects.
- Strength and relevance of reference checks.

- Other on-going project commitments and priorities.

Id. at Section III.A.1, at p. 30.

3. Evaluation of litigation-related information was limited to relevant litigation during the previous five years. Exhibit 4 at Form C (Status of Past and Present Contract Forms), referenced on p. 25 of Exhibit 12 (RFP Addendum 10).

4. The CAMM Policy Manual provides that “[e]qual weighting will be given to firms for past experience where working with the Authority and elsewhere.” *See* Exhibit 2, Section VI.B.7.e.2, at p. 39.

NOTE: Not included among the evaluation factors or elsewhere in the RFP is consideration of whether or how well the offeror’s proposed 405EL solution could be integrated with the existing 91EL solution. In fact, the Agency told offerors that it will not combine portions of the 405EL activities with the 91EL activities. *See* Exhibit 12 (RFP Addendum 10), response to question no. 155 at pdf p. 46/650 (“Does the Authority foresee combining violations from the 91 EL program to violations acquired on the 405 EL at some point”).

RFP Revisions:

OCTA reserved the right to revise the RFP, but only by written addendum. *See* Exhibit 12 (RFP Addendum 10), Section I.C, at p. 2 (“Any changes made by the Authority to the requirements will be made by written addendum to this RFP.”); *see also* Exhibit 2 (Manual), Section VI.B.9 (“All changes to the RFP shall be addressed by a written addendum to the RFP and signed by the CA.”).

NOTE: Although the Authority issued a dozen amendments, none of them changed the five evaluation criteria or their relative weights.

Federal Nexus:

1. “Funding for this project includes TIFIA,¹⁴ federal, state, and local funds, and toll revenues.” *See* Exhibit 4, at Section II, L.

2. RFP Addendum 2 reiterates the federal nexus: “[f]unding for the Work on the 405 Express Lanes is funded by a combination of funds, including Transportation Infrastructure Finance and Innovation Act (TIFIA) funds. **As such all federal requirements apply to this project.**” *See* Exhibit 14, Att. A, at p. 10 (emphasis added).

¹⁴ The United States’ Transportation Infrastructure Finance and Innovation Act.

3. California public contract law has a selection process that local agencies must follow when they award consultant contracts with federal funding. *See* CA Pub. Contract Code §§ 10335-10339, 10344; *see also* Caltrans LAPM, Chapter 10, page 65. OCTA used this process – through which the contractor/consultant is selected following mandatory, step-by-step RFP evaluation procedures. CA Pub. Contract Code § 10344(c). The procedures directs that “[t]he contract shall be awarded to the bidder whose proposal is given the highest score by the evaluation committee.” *Id.*

OCTA Award Process

1. The Manual (Exhibit 2, Section VI.B.1, at p. 38) explains that OCTA will make best value awards in competitive, negotiated procurements:

Contract awards will be made to the responsible firm whose proposal is most advantageous to the Authority with price and other factors considered. In determining which proposal is most advantageous, the Authority may award to the proposer whose proposal offers the greatest business value to the Authority **based upon an analysis of a tradeoff of technical factors and price** to arrive at the proposal that represents the “best value” to the Authority.

2. For procurements of this magnitude, OCTA establishes factor trade-offs and relative factor importance. *See* Exhibit 2 (Manual), Section III.B, at p. 16 (“The Board of Directors shall approve the issuance of all RFP’s and IFB’s in excess of \$1,000,000 **including the weighted criteria.**”) (emphasis added); *see also id.* at Section VI.B.6, at p. 38).

3. The Manual provides that “[o]nce the final recommendation has been made by the Evaluation Committee, the CA will notify all firms that submitted proposals in writing indicating who the recommended firm is and provide a statement indicating when the proposal evaluation data will be available.” *Id.* at Section VI.B.11.j.4, at p. 42).

4. The Manual provides: “[t]he Board **shall approve** all procurements for values that exceed the CEO’s authorization” which is \$1,000,000. *See* Exhibit 2, Section III.B, at p. 16 (emphasis added); *see also id.* at Section IV.B.11.k.1 (“For procurements greater than \$250,000, the award of the contract shall occur when the Board of Directors **approves** the selection of the Consultant and authorizes the Chief Executive Officer to execute a contract.”); Section III.A.2 (p. 15) and Section VI.B.6, at p. 38. Before sending an award decision to the Board for a vote, however, the procurement is first reviewed by a Board Committee. The Manual explains that “[i]f

the approval by the Committee is unanimous, it will move on to the Board as a Consent Calendar item.” *Id.* at Section III.B.3, at p. 16.

5. The RFP provided for an Evaluation Committee “comprised of Authority staff and may include outside personnel” to evaluate offerors against the factors established by the Board. Exhibit 12 (RFP Addendum 10), Section III.B, at p. 32. This Evaluation Committee was supported by a technical review committee “comprised of subject-matter experts.” *Id.* These experts were to “review the technical components of the Proposals and provide their written assessment of their strengths and weaknesses, to assist the Evaluation Committee in their evaluation of the Proposals.” *Id.* The Evaluation Committee was to “evaluate the written Proposals **using criteria identified in Section III A. [Evaluation Criteria].**” *Id.* (emphasis added).

Lobbying and Contribution Disclosures

1. The parties had to disclose campaign contributions. *See* Exhibit 12 (RFP Addendum 10), Section II.B.2, at p. 25 (“The prime Contractor, Subcontractors, lobbyists and agents are *required* to report all campaign contributions from the proposal submittal date up and until the date the Board of Directors makes a selection” (emphasis added)).

2. The RFP Addendum 10 incorporates the OCTA Code of Conduct. *See id.*, Section I.N, at p. 9.

3. The Code of Conduct states: “OCTA is a public agency that shall conduct its business with integrity in an honest and ethical manner. Any attempt to evade or circumvent any requirements of this policy or of any rules or laws applicable to OCTA and its employees is improper.” *See* Exhibit 6, Section I.

Attachment 2



BOARD OF DIRECTORS

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Vice Chairman

Lisa A. Bartlett
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Doug Chaffee
Director

Barbara Delgleize
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Katrina Foley
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Brian Goodell
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Donald P. Wagner
Director

Ryan Chamberlain
Ex-Officio Member

CHIEF EXECUTIVE OFFICE

Darrell E. Johnson
Chief Executive Officer

August 23, 2021

Michael R. Rizzo
Pillsbury Winthrop Shaw Pittman LLP
725 South Figueroa Street, 36th Floor
Los Angeles, CA 90017-5406

SUBJECT: Protest of WSP USA Services, Inc., to Award of Orange County Transportation Authority Request for Proposals (RFP) 0-2690 “Back Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County”

Dear Mr. Rizzo:

On August 16, 2021, WSP USA Services, Inc. (“WSP”), submitted a protest to the Orange County Transportation Authority’s (Authority) Contracts Administration and Materials Management Department (“CAMM”) alleging the award of the above-referenced RFP was improper.

The Director of CAMM has considered the protest submitted by WSP and has found no basis to uphold said protest. Accordingly, WSP’s protest is denied.

If WSP wishes to escalate this protest pursuant to the Authority’s protest procedures, it may do so by submitting said protest to the Authority’s Chief Executive Officer in writing no later than ten (10) calendar days after the date of this decision. Pursuant to the protest procedures, the protesting party shall submit only the information previously submitted to CAMM Management as well as a copy of the CAMM Management’s decision.

Should you have any questions regarding this letter, please feel free to contact Bob Webb, Principal Contracts Administrator at (714) 560-5743 or by e-mail at rwebb@octa.net.

Sincerely,

Pia Veasapen
Director
Contracts Administration and Materials Management

Cc: Contract File

Sent via E-mail to michael.rizzo@pillsburylaw.com and U.S. Certified Mail
Sent via E-mail to patrick.mcgowan@wsp.com and U.S. Certified Mail
Sent via E-mail to Tamara.Werkmeister@wsp.com and U.S. Certified Mail



August 30, 2021

BOARD OF DIRECTORS

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- Mark A. Murphy
Vice Chairman
- Lisa A. Bartlett
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SUBJECT: Protest of WSP USA Services, Inc., to Award of Orange County Transportation Authority Request for Proposals (RFP) 0-2690 “Back Office System and Customer Service Center Operations Services for the 405 Express Lanes in Orange County”

Dear Mr. Rizzo:

On August 16, 2021, WSP USA Services, Inc. (“WSP”), submitted a protest to the Orange County Transportation Authority’s (“Authority”) Contracts Administration and Materials Management Department (“CAMM”) alleging the award of the above-referenced RFP was improper. On August 23, 2021, pursuant to the Authority’s procurement policy, CAMM denied said protest. On August 25, 2021, WSP escalated this protest to the Authority’s Chief Executive Officer for his consideration.

I have reviewed WSP’s protest and carefully considered its contents and have found no basis to uphold said protest. Accordingly, WSP’s protest is denied.

Since this procurement was approved by the Authority’s Board of Directors (“Board”), if WSP wishes it may request to escalate this protest to the Board by submitting a written request to CAMM within five (5) calendar days of the date of this decision. If WSP chooses to avail itself of this escalated review it may only submit the information previously submitted to CAMM and the CEO as well as copies of the CAMM Management and CEO decisions. No additional information is allowed or will be considered.

Should you have any questions regarding this letter, please feel free to contact Bob Webb, Principal Contracts Administrator, at (714) 560-5743 or by email at rwebb@octa.net.

Sincerely,

Darrell E. Johnson
Chief Executive Officer

Sent via E-mail to michael.rizzo@pillsburylaw.com and U.S. Certified Mail

CHIEF EXECUTIVE OFFICE
Darrell E. Johnson
Chief Executive Officer



COMMITTEE TRANSMITTAL

August 9, 2021

To: Members of the Board of Directors

From: Andrea West, Interim Clerk of the Board *Andrea West*

Subject: Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Finance and Administration Committee Meeting of July 28, 2021

Present: Directors Goodell, Harper, Hennessey, Hernandez, Jones, and Muller

Absent: Director Foley

Committee Vote

Following the roll call vote, this item was declared passed 6-0 by the Members present.

Committee Recommendations

- A. Approve the selection of WSP USA Services Inc., as the firm to provide the back-office system and customer service center operations services for the 405 Express Lanes in Orange County.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2690 between the Orange County Transportation Authority and WSP USA Services Inc., in the amount of \$110,981,893, to provide the back-office system and customer service center operations services for the 405 Express Lanes in Orange County, for an initial term up to eight and a half years, with one three-year, and one two-year option terms.



July 28, 2021

To: Finance and Administration Committee

From: Darrell E. Johnson, Chief Executive Officer

Subject: Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Overview

On June 22, 2020, the Orange County Transportation Authority Board of Directors approved the release of a request for proposals to retain contractor services to provide the back-office system and customer service center operations for the 405 Express Lanes in Orange County. Board of Directors' approval is requested for the selection of a firm to perform the required work.

Recommendations

- A. Approve the selection of WSP USA Services Inc., as the firm to provide the back-office system and customer service center operations services for the 405 Express Lanes in Orange County.
- B. Authorize the Chief Executive Officer to negotiate and execute Agreement No. C-0-2690 between the Orange County Transportation Authority and WSP USA Services Inc., in the amount of \$110,981,893, to provide the back-office system and customer service center operations services for the 405 Express Lanes in Orange County, for an initial term up to eight and a half years, with one three-year, and one two-year option terms.

Discussion

The Orange County Transportation Authority (OCTA), in cooperation with the California Department of Transportation, is implementing the design-build Interstate 405 (I-405) Improvement Project (DB 405) between State Route 73 (SR-73) and Interstate 605 (I-605). The 405 Improvement Project will add one general purpose lane from Euclid Street to I-605, consistent with Measure M2 Project K, and will add an additional lane in each direction that

would combine with the existing high-occupancy vehicle lane to provide dual express lanes in each direction on I-405 from SR-73 to I-605, otherwise known as the 405 Express Lanes (405EL). The 405EL is a greenfield toll facility with no existing history.

On October 12, 2015, the OCTA Board of Directors (Board) approved assumptions for the 405EL as described in the 405EL Toll Policy and Finance Plan Decisions Document (Decisions Document). This document identified that the facility would operate in a manner similar to the 91 Express Lanes (91EL) with all-electronic tolling using transponders and with the same account types and violation process. On May 23, 2016, the Board approved the 405EL Toll Policy and Preliminary Finance Plan using the operating assumptions outlined in the Decisions Document.

This project includes the design, development, implementation, and maintenance of the back-office system (BOS) and customer service center (CSC) operations for the 405EL (Project). The BOS retrieves data from the in-lane Electronic Traffic and Toll Management System and charges to the customer account or establishes a violation for the trip, if applicable. In addition, the contractor will be responsible for the day-to-day operations for the 405EL, including the following toll-related services:

- Back-office software system
- Hardware and software monitoring and maintenance
- Telephone system and other customer contact systems
- Customer service
- Violations processing and collections
- Customer account management
- Payments and other mail processing
- Revenue collections and transaction processing
- Financial management, reconciliation, and settlement
- Transponder inventory management

Although the 405EL is not anticipated to go live until calendar year 2023, the contractor will design, develop, install, and test the BOS prior to that time. In addition, contractor efforts for mobilization of the CSC operations, including staff recruitment and training, and all other services required for the opening of the customer service operations, will also be taken into account in the Project schedule.

Procurement Approach

This procurement was handled in accordance with Board-approved procedures for professional and technical services. Various factors are considered in an award for professional and technical services. Award is recommended to the firm offering the most comprehensive overall proposal, considering such factors as qualifications of the firm, staffing and project organization, prior experience with similar projects, work plan, technical approach, as well as cost and price.

The Project had previously been introduced to the tolling industry through an industry forum, held at OCTA's administrative offices to gauge industry interest and gather its input for potential incorporation into the request for proposals (RFP) documents, and inform potential proposers of OCTA's requirements.

On June 22, 2020, the Board authorized the release of RFP 0-2352 which was electronically issued on CAMM NET. Based upon insufficient competition for this procurement, General Counsel notified the Board that after consultation with Executive Management, it would be in the best interest of OCTA to cancel RFP 0-2352 in November 2020. The new approach was to issue a new RFP after conducting additional industry outreach in the hopes of obtaining more participation. After conducting substantial industry outreach, RFP 0-2690 was issued on December 10, 2020. The project was advertised on December 10 and December 17, 2020, in a newspaper of general circulation, and in trade magazines. A pre-proposal conference was held on January 5, 2021, with 47 attendees representing 19 firms. Twelve addenda were issued to make available a copy of the pre-proposal conference registration sheets and presentation, respond to questions received, and handle administrative issues related to the RFP.

On March 22, 2021, three proposals were received. A responsiveness evaluation was conducted on all proposals. As a result, one firm was found to be non-responsive for failure to meet the Disadvantaged Business Enterprise (DBE) participation goal or demonstrate sufficient good faith effort (GFE) as required by the Transportation Infrastructure Finance and Innovation Act, a United States (U.S.) Department of Transportation funding program, which is providing funding for the Project. The DBE goal established for this Project was three percent. The non-responsive firm did not commit to any DBE participation and did not demonstrate GFE, which resulted in the elimination of the firm's proposal from the evaluation process.

Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

An evaluation committee consisting of staff from OCTA's Express Lanes Programs and Highways departments, as well as external representatives from the Metropolitan Transportation Commission, Kansas Turnpike Authority, and Santa Clara Valley Transportation Authority met to review the remaining two proposals.

The proposals were evaluated based on the following Board-approved evaluation criteria and weights.

Qualifications, Related Experience, and References of the Firm	15 percent
Staffing and Project Organization	15 percent
Implementation Work Plan and Technical Approach to BOS	30 percent
CSC Operations Work Plan and Approach	20 percent
Cost and Price	20 percent

Several factors were considered in developing the criteria weights. The criteria for qualifications of the firm, related experience, and references, as well as staff and project organization were assigned a weight of 15 percent each to emphasize the equal importance of the experience of the firm in handling similar work, and the staff's understanding of, and similar experience to, the Project, its challenges, and the approach to implementing the various elements of the scope of work. Implementation work plan and technical approach together were given a combined weight of 30 percent due to the highly technical requirements of the BOS' software and its architecture. CSC operations work plan and approach were given a weight of 20 percent due to the importance of successfully carrying out the day-to-day operations of the toll facility and managing customer services. Cost and price was weighted at 20 percent to ensure competitive price proposals are submitted for the delivery of services over the term of the agreement.

On May 4, 2021, the evaluation committee reviewed the two proposals based on the evaluation criteria and found both firms qualified to perform the required services. The qualified firms are listed below in alphabetical order:

Firm and Location

Cofiroute USA, LLC (CUSA)
Irvine, California

WSP USA Services Inc. (WSP)
Orange, California

On May 19, 2021, the evaluation committee conducted interviews with the two firms. Each firm demonstrated their proposed BOS and had the opportunity to present its approach for accomplishing the requested services and demonstrate the detailed capabilities and various aspects of its BOS solution and approach to CSC operations in supporting the Project's requirements. Each firm presented its key team members, qualifications, and roles on the Project. During the interview, each firm also described its understanding of the requirements of the Project in the areas of design, implementation, operation, and maintenance of its proposed BOS and CSC operations. In addition to answering questions of a general nature, both firms also answered specific clarifying questions related to their respective proposals relative to staffing, the scope of work, and requirements.

After considering the firms' solutions, demonstrations, and responses to the questions asked during the interviews, the evaluation committee adjusted the preliminary scores for the two firms. However, WSP remained as the top-ranked firm with the higher cumulative score.

On May 27, 2021, a request for best and final offer (BAFO) was issued to the firms to secure the best pricing for these services. On June 10, 2021, the evaluation committee reconvened to review the BAFO pricing. As a result of this review, there was no change to the ranking, although both firms lowered their total prices for the initial term of the agreement and the two option terms by approximately three percent each.

Based on the evaluation of written proposals, the information obtained from interviews, and the BAFO, it is recommended that WSP be selected as the top-ranked firm to provide the BOS and CSC operations for the 405EL. The following is a summary of the proposal evaluation results:

Qualifications, Related Experience, and References of the Firm

The two firms were found to be qualified to perform the types of services requested by the RFP. The firms demonstrated experience and understanding of the scope of work and the Project's needs in the areas of BOS development and CSC operations. Both firms are knowledgeable about California tolling laws and environment and have familiarity with the California Toll Operators Committee agencies. Both firms are established with relevant experience and resources.

With over 56,000 employees globally and 150 offices across the U.S., WSP provides the program management expertise for establishing the management, logistics, technology implementation (including performing transitions into live operations), personnel, and operating functions necessary to provide 24-hour operations services for public- and private-sector clients. WSP offers experience gained from more than 80 years of participation in toll road, transportation, and traffic management projects.

WSP's services provided on the E-470 Public Highway Authority project have encompassed the full project lifecycle from planning, design, and construction management of the roadside infrastructure for the initial segment of the E-470 toll road and subsequent expansion of this toll highway around the City of Denver, Colorado. In addition, WSP has been operating the CSC for E-470 since 1997. For the E-470 project, WSP scope of services entails operation of the service center, which handles all customer contacts, consisting of calls, emails, mail, and walk-in customers. WSP also handles violations processing which includes disputes, hearing scheduling, vehicle registration holds, general inquiries, and administrative court processing, as well as managing transponder inventory and fulfillment. For 2019, the service center was supporting over 991,000 active accounts with over 1.8 million active transponders, 90.2 million annual transactions, and servicing over one million calls annually, with customer satisfaction levels at 98.9 percent and first call resolution at 98.8 percent.

WSP operates the Minnesota Department of Transportation (MnPASS) CSC. WSP developed, transitioned, and delivered the new BOS and is currently maintaining and operating the electronic tolling collection account management system for customers of the MnPASS Program, which encompasses toll facilities on Interstate 394, Interstate 35W, Interstate 35E, and future additions to the MnPASS system. WSP also staffs the CSC and provides the image processing for the Northwest Parkway CSC.

WSP has proposed Electronic Transaction Consultants, LLC (ETC) part of its proposed Project team to provide the BOS software solution and related maintenance and support during the Operations and Maintenance (O&M) phase. Founded in 1999, ETC is a provider of electronic toll collection systems and services, including BOS development and implementation. ETC services three of the top 15 toll authorities in North America, with eight active toll systems and five BOS. Since 2001, ETC has been delivering and maintaining the BOS for the Harris County Toll Road Authority (HCTRA) in the City of Houston, Texas. After going through a competitive procurement, ETC was awarded a contract for the design, development, and implementation of the new BOS for which it

received final acceptance from HCTRA in 2018. The International Bridge, Tunnel and Turnpike Association awarded ETC the 2019 Toll Excellence Private Sector Award for the development of a centralized interoperable hub across seven participating toll agencies in three states, paving the way towards national interoperability.

As another key part of the WSP-proposed team, TTEC Government Solutions, LLC (TTEC) will provide the omni-channel communications platform WebEx Contact Center for the customer contact functionality of the BOS. TTEC is a technology innovator with more than 120+ patents for omni-channel communication and customer journey orchestration and specializes in contact center analytics, artificial intelligence and machine learning, bot utilization and learning, and system integration with clients such as the Massachusetts Department of Labor, the Los Angeles Department of Water and Power, and several Fortune 500 companies.

Clients of WSP and ETC provided favorable references and feedback for recent work performed by the firms.

CUSA is part of the VINCI Group, one of the largest concessions and construction groups in the world, which employs more than 220,000 people in more than 100 countries. CUSA is a tolling and express lanes operator specializing in the management, operation, and maintenance of express lanes systems. CUSA brings forth experience in BOS and CSC implementation and operations. CUSA has been the operator for the 91EL since OCTA purchased the franchise rights from the California Private Transportation Company (CPTC) in 2003. Furthermore, CUSA was part of CPTC's consortium in the 1990s that was selected to finance, develop, and operate the 91EL. CUSA currently has 201 employees in California and Texas.

As a major subcontractor to CUSA, TollPlus will be responsible for delivering the BOS for the 405EL. TollPlus, founded in 2009, specializes in BOS deployment and customization for electronic toll collection. CUSA and TollPlus have worked together for over a decade on similar scopes of work, jointly designing, implementing, and maintaining BOS and CSC operations projects, including the current 91EL BOS and CSC operations for both OCTA and the Riverside County Transportation Commission (RCTC) segments. On November 25, 2019, CUSA and TollPlus were selected to provide BOS and CSC operations for the 91EL in Orange and Riverside counties. CUSA and TollPlus have also jointly worked on the design, development, integration, and transition of Pay by Mail BOS and CSC operations for the Central Texas Regional Mobility Authority/Northeast

Texas Regional Mobility Authority. In 2018, TollPlus was selected by North Texas Tollway Authority to design, implement, and maintain a new BOS. The system was deployed in January 2021.

Clients of CUSA and TollPlus provided positive references and feedback for recent work performed by the firms.

Staffing and Project Organization

Both firms proposed qualified and diversified staff to adequately handle the work described in the scope of work and meet the RFP requirements.

WSP has proposed experienced and qualified teams for both the BOS implementation and O&M phases. WSP brings forth a project team that has direct relevant experience. The proposed project manager has 15 years of wide-ranging experience and knowledge relating to the tolling industry and systems. He served as a project manager for the San Diego Association of Governments Interstate 15 Express Lanes Toll System Implementation and Operations Project. He has detailed knowledge of the DB 405 and a keen awareness of the criticality of project delivery dates. Before his recent hire by WSP, he worked for Parsons Transportation Group, Inc., as a tolling industry expert supporting OCTA on both the 91EL and 405EL projects. The other proposed key personnel also bring extensive experience from similar projects across the U.S. The tolling software technology manager, who will lead the technical team in delivering the BOS application, has delivered 11 major toll projects, ranging from \$10 million to \$100 million. The proposed CSC manager has recent experience as the operations manager for the Los Angeles County Metropolitan Transportation Authority, Express Lanes Electronic Tolling Project, and led the implementation efforts to launch the project and hired a staff of 130 employees. All proposed key personnel from WSP have at least ten years of experience, with six having over 20 years of experience. All of the proposed key personnel from ETC have at least 17 years of experience.

In addition to identifying key personnel in the required area of expertise, WSP proposed other resources, including additional key personnel, helping to ensure the Project will be completed to meet critical deadlines and for overall successful delivery of the Project. WSP's team includes a BOS tolling application quality assurance (QA) manager, who serves as a subject matter expert (SME) and as an accounting system architect to ensure accurate accounting workflow and entries for the BOS for HCTRA. WSP proposes to have a facility design team that will be engaged to assist OCTA with the conceptualization and

implementation of the new CSC to create an effective and efficient workspace that is designed and built to support day-one staffing needs and planned for future growth.

WSP lists availability and time commitment of key personnel proposed to work on the Project in percentage of time, with the vast majority showing 100 percent availability and commitment, including local presence throughout the Project term. WSP team's interview and demonstration supported the team's relevant experience, staffing, technical approach, and project understanding and demonstrated cohesion and clear demarcations of responsibilities.

CUSA has proposed capable teams for both the BOS implementation and O&M phases, with most key personnel having direct relevant experience. The proposed project manager for the BOS implementation and O&M phases has five years of experience in the toll industry and currently serves as the project manager for the 91EL, providing oversight of the day-to-day operations for both the OCTA and RCTC segments. During his tenure as the 91EL operations project manager since 2016, he successfully oversaw the expansion of the CSC operations as a result of the extension of the 91EL into Riverside County and successfully managed the 6C transponder protocol conversion program.

However, some of the proposed key personnel did not demonstrate the required experience. The CSC operations manager in the implementation phase brings forth nearly 30 years of experience in CSC operations; however, she has limited tolling industry experience. The proposed QA manager for both phases currently serves as the roadside coordinator for the 91EL Traffic Operations Center but has limited QA experience. CUSA's interview and demonstration supported the firm's relevant experience, staffing, technical approach, and Project understanding. However, after the interviews, questions remained about the risk involved in CUSA's plan to promote employees from within with limited or no directly-relevant experience for key positions and utilizing employees who are currently supporting the 91EL operations.

Implementation Work Plan and Technical Approach to BOS

Both firms met the requirements of the RFP, and each firm adequately discussed its technical approach and work plan for the delivery of the BOS, including the design, development, installation, operations, and maintenance, and how each firm will accomplish the Project's objectives and overall schedule.

The WSP team proposed a fully cloud-native solution that leverages a tightly integrated BOS, contact center, and business applications residing within a multi-cloud framework, making it highly redundant, secure, and scalable. The BOS is comprised of the underlying technology environments: ETC's tolling software solution, riteHorizon, and the contact center omni-channel solution provided by TTEC. The riteHorizon BOS solution is a unified suite of comprehensive tolling specific modules that is integrated with enterprise resource planning and customer relations management. RiteHorizon has a library of over 136 pre-built report templates and is capable of ad hoc reporting, using drag and drop. In addition, the dashboard provides real-time snapshots of operational statuses. The system supports a variety of prepaid and post-paid account types and provides capability to implement various discount plans at the account or vehicle level. As part of its financial module, the system allows for comprehensive reconciliation and auditability, having multiple reconciliation points to ensure the operating system data reconciles with the financial ledger. Having prior experience of cloud deployments, WSP's team plans to have processes and procedures in place detailing the recurring support and maintenance activities for the cloud environment. During the interview, WSP provided a live system demonstration of certain key components of the BOS, including account opening, transaction workflow and management features, case management, violation dispute, and performance monitoring and reporting, demonstrating the system's capabilities.

With an emphasis on security and disaster recovery (DR), the WSP team plans to develop a detailed System Security Plan and Vulnerability Management Policy, which describes all systems and services that will undergo monthly vulnerability scans and the associated assessments and remediation activities and timelines. WSP proposes to utilize call guard software to ensure that the necessary safeguards around personal cardholder data and live customer service representatives (CSR) handling of the data are in place. This includes dial tone multi-frequency masking and audio redaction capabilities to ensure no cardholder data makes it to the call recordings. In terms of DR, WSP proposes to assign a DR manager to the Project to ensure ownership and coordination of activities across the technical teams and CSC operations staff. The DR manager will be responsible for maintaining the DR plan and executing quarterly DR tests.

CUSA's proposed system is an end-to-end toll management solution with Customer Relationship Management (CRM) capabilities, which integrates with the interactive voice response system (IVR), interoperable agencies, and other third-party interfaces. The solution will be hosted on the cloud and be highly redundant, secure, and scalable. Its modular architecture allows components to

be changed independently without adversely affecting another component. During the interview, CUSA provided a live system demonstration of certain key components of the BOS, including account opening, transaction workflow, case management, violation dispute, and performance monitoring and reporting, demonstrating the system's capabilities.

CUSA provided a comprehensive BOS implementation work plan and technical approach, which incorporates management of key project activities and deliverables to ensure on-time delivery of the BOS. Its detailed narrative demonstrated a clear understanding of the Project's requirements. Since the requirements of the 405EL BOS are similar to the 91EL BOS, CUSA will not need to make major modifications to the BOS to deploy it on the 405EL. CUSA knows OCTA's business rules gained through its experience operating the 91EL. As a result, CUSA proposes to address any existing business rules that differ from the 91EL, or any new rules that need to be adopted specifically for the 405EL.

CSC Operations Work Plan and Approach

Both firms discussed their work plans and approaches to CSC operations in meeting the Project's requirements. The firms identified approaches to continuous improvement through the term of the agreement. Both firms understand the California tolling environment and can incorporate their knowledge and experience into the CSC operations.

WSP's approach to CSC operations is customer centric, focusing on creating the best experience for the customer. WSP proposes to use a variety of platforms, e.g., chat, chatbots, SMS text, email, social media, and phone for customer engagement leveraging proven systems and technology and using artificial intelligence to improve the customer experience. During the interview as part of the violation dispute demonstration, WSP presented its IVR System. By using voice and chat artificial intelligence and integration to the BOS, it can direct callers to the website or escalate to a live agent for more challenging tasks resulting in faster resolution of customer issues. WSP proposes to actively monitor all interactions for predictive insights and use speech analytics to identify solutions to improve efficiencies and optimize customer satisfaction. Due to the ease of transferring between the different omni-channel platforms, WSP proposes to have CSRs be cross-trained to interact through the various platforms. WSP proposes to deploy technology which will allow customers to sign up for appointment and services online, via text message or electronic registration. Call and text alerts can be sent to customers reminding them of their

appointment and customers will be able to see wait times at the walk-in center in advance of their arrival.

In addition to using technology to optimize the customer experience, WSP plans to adopt best practices to maintain a high-quality customer experience and evaluate the CSRs performance daily and in many cases, intraday. WSP plans to use the Knowledge Management System (KMS) so that the CSRs are providing uniform information and processes and are relying on the KMS for the most current information. Demonstrating an understanding of the demographic area of the 405EL, WSP has set a goal for the CSR workforce to be bilingual with about 20 percent with high proficiency in Spanish and about seven percent with high proficiency in Vietnamese for the CSC, in addition to the availability of third-party live translation services. WSP proposes to implement a Key Performance Indicators (KPI) / Service Level Agreements (SLA) dashboard to track its operational performance and its ability to meet the KPIs. Having deployed this dashboard on another project, WSP proposes to utilize the dashboard to improve performance on this Project. WSP further proposes to employ innovative incentives to motivate the CSRs.

As part of the risk mitigation strategies, WSP proposes to create a “hyper-care” team to implement and exercise detailed checklists of all ramp-up activities to ensure readiness of go-live. This hyper-care team will continue after go-live to validate processes, assess BOS functionality and stability, and to reconcile the data to ensure the protection of the revenue stream. In addition, WSP proposes to deploy additional SMEs on the floor to support the customer service staff during initial go-live.

CUSA’s approach to project management and planning of CSC operations proposes to utilize project management plan, operations plan, and other process controls to ensure effective project management, a seamless transition from the implementation phase, and support to ongoing project management during the O&M phase. CSC SMEs are proposed to be involved with the design of the BOS and in reviewing business rules and performing system walk-throughs, allowing for potential opportunities for system improvements. CUSA proposes to conduct multiple workshops, prepare comprehensive plans and documentation, and perform testing and validation to ensure operational readiness of the system. CUSA proposes to implement best practices for security policies and procedures to adhere to Personally Identifiable Information and PCI regulations and standards. CUSA, in its role as the current 91EL operator, has a proven history of strong internal control processes related to financial management.

Contractor Selection for the Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County **Page 13**

CUSA proposes all staff at all levels of the organization undergo a Lean Six Sigma (LSS) white belt course and certification so that the team member is equipped with a basic understanding of LSS principles. In addition, CUSA proposes the creation of an LSS process team, where the team is made up of representatives from each functional group, as well as management and an LSS leadership team to discuss process for improvements.

Cost and Price

Cost was weighted at 20 percent of the overall score. Both firms submitted the detailed price proposals as requested for the initial and option terms of the contract, as required by the terms of the RFP. However, contract award is for the price of the initial term only. Option terms will be exercised with Board approval at a future date.

Pricing scores were based on a formula which assigned the higher score to the firm with the lower total price and scored the other proposal's total price based on its relation to the lower total price. The total price was solicited separately from the firm's technical proposal, evaluated, and scored. The pricing received for the initial term was reviewed relative to OCTA's independent cost estimate (ICE) for the same term. Total price is summarized below:

Firm	Initial Term	Option Term 1	Option Term 2	Total Price
CUSA	\$102,895,469	\$51,106,537	\$38,402,200	\$192,404,206
WSP	\$110,981,893	\$50,267,417	\$36,556,251	\$197,805,561
OCTA ICE	\$105,510,100	N/A	N/A	

While the price proposed for the initial term, after the BAFO, by WSP was \$8,086,424 higher than CUSA's price, the firm's qualifications in the planning, technical, and operational aspects of the work, and on-site staff availability of experts support the higher price. WSP's proposed price for the initial term was about five percent above OCTA's ICE of \$105,510,100, and is inclusive of all requirements of the RFP and thus considered fair and reasonable.

Procurement Summary

Based on the evaluation of the written proposals, the firm's experience, the team's qualifications, the BOS implementation and technical approach, CSC operation work plan, cost and price, information obtained from the interviews, and the BAFO, the evaluation committee recommends the selection of WSP as

the top-ranked firm to provide the BOS and CSC operations services for the 405EL in Orange County.

Although WSP's pricing was higher than CUSA's, the evaluation committee recommends WSP as the top-ranked firm for the following reasons:

- WSP and ETC have a larger and more diversified portfolio of BOS tolling deployments and customer service center operations.
- WSP and ETC proposed staff that are highly qualified and have more relevant experience with the Project's requirements.
- WSP's team highlighted their integrated BOS solution and its experience deploying cloud-based solutions.
- WSP's team emphasized the innovation and robustness of the proposed BOS solution.
- WSP's BOS and CSC approach is customer centric, emphasizing optimization of the customer experience and satisfaction.

Fiscal Impact

Funding of the first year of BOS implementation is included in OCTA Fiscal Year 2021-22 Budget, 405EL Account No. 0037-9028-A9510-1GO and will be budgeted in the following year. Funding for the O&M phase will be included in the 405EL budget for the subsequent years.

Summary

Staff recommends Board of Directors approve the Chief Executive Officer to negotiate and execute Agreement No. C-0-2690 between the Orange County Transportation Authority and WSP USA Services Inc., in the total amount of \$110,981,893, to provide the back-office system and customer service center operations services for the 405 EL in Orange County, for an initial term of up to eight and a half years, with one three-year, and one two-year option terms.

Attachments

- A. Review of Proposals, RFP 0-2690 Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County
- B. Proposal Evaluation Criteria Matrix, RFP 0-2690 Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County
- C. Contract History for the Past Two Years, RFP 0-2690 Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

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Review of Proposals

RFP 0-2690 Back-Office System and Customer Service Center Operation Services for the 405 Express Lane in Orange County

Presented to the Finance and Administration Committee on July 14, 2021

3 proposals were received, 2 firms were interviewed, 1 firm is being recommended

Overall Ranking	Overall Score	Firm & Location	Subcontractors	Evaluation Committee Comments	Price for Initial Term
1	83	WSP USA Services, Inc. Orange, California	Electronic Transaction Consultants, LLC (ETC) TTEC Government Solutions, LLC (TTEC) Douglas Stuart, LLC TransPerfect International, LLC Greystone Technology Group, LLC GCM Consulting, Inc.	Firm has experience with customer service center for tolling on well-regarded E-470 toll project. Subconsultant ETC has recent experience with Harris County Toll Road Authority back-office system (BOS) implementation in a complex tolling environment. Considered all aspects of the requirements in selecting its listed subcontractors and providers including TTEC's omni-channel customer contact solution. Qualified staff with required experience or certification including project manager who oversaw Interstate 15 Express Lane Toll System Implementation and Operations project. Recently developed BOS allows for customization, development, and new technology to meet OCTA's needs. Firm was able to quickly adjust to changes in law on Harris County, Texas project. Availability and commitment of experienced key personnel exceeds scope of work requirements, with local presence throughout project term. Detailed approach to customer service center (CSC) operations. Thorough project schedule that meets project's go-live date. Comprehensive interview and demonstration of BOS system and CSC experience employing leading edge technology. Favorable reference for recent relevant experience.	\$110,981,893
2	77	Cofiroute USA, LLC Irvine, California	TollPlus Larson Consulting Associates, LLC Two Roads Professional Resources Modern Times, Inc. Proponisi Duncan Solutions Elavon Bank of the West Alliance JP Morgan Chase Paymentech Infosend, Inc. David Cyprien Avtex LA Federal Armored Service Coresivity Unity Courier Service One Nine Architecture Worksters Millennium Franchise Group, LLC DBA Hacking Solutions Peacock Enterprises, Inc.	Firm and major subcontractor TollPlus working together since 2011. TollPlus worked on the legacy BOS for OCTA's 91 Express Lanes (91EL). Considered all aspects of the requirements in selecting its comprehensive list of subcontractors and providers. Qualified staff with experience; however, several key personnel are being promoted to new responsibilities in which staff has no demonstrated experience. BOS allows for customization and new development to meet OCTA's needs. Availability and commitment of key personnel is unclear given current commitments to 91EL project. Several identified personnel also are committed to the 91 toll project. Detailed approach to CSC operations with cross-functionally trained staff. Thorough project schedule that meets project's go-live date. Comprehensive interview and demonstration of BOS system and CSC operations. Positive references from recent clients.	\$102,895,469

Evaluation Panel: Six Members

Internal:

- Express Lanes Programs (2)
- Highway Programs (1)

External:

- Metropolitan Transportation Commission (1)
- Kansas Turnpike Authority (1)
- Santa Clara Valley Transportation Authority (1)

Evaluation Criteria:

- Qualifications of the Firm
- Staffing/Project Organization
- Implementation Work Plan and Technical Approach to BOS
- CSC Operations Work Plan and Approach
- Cost and Price

Weight

- 15 percent
- 15 percent
- 30 percent
- 20 percent
- 20 percent

PROPOSAL EVALUATION CRITERIA MATRIX

**RFP 0-2690 Back-Office System and Customer Service Center Operations
for the 405 Express Lanes in Orange County**

FIRM: WSP USA Services Inc.							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications, Related Experience, and References of Firm	4.00	4.50	4.00	4.50	4.00	3.50	3.00	12.25
Staffing/Project Organization	4.00	4.00	4.00	3.50	4.00	4.00	3.00	11.75
Implementation Work Plan and Technical Approach to BOS*	4.00	4.00	4.00	3.50	3.50	4.00	6.00	23.00
CSC** Operations Work Plan and Approach	4.00	4.00	4.00	4.50	4.50	4.00	4.00	16.67
Cost and Price	4.86	4.86	4.86	4.86	4.86	4.86	4.00	19.44
Overall Score	83.4	84.9	83.4	82.4	82.4	81.9		83
FIRM: Cofiroute USA, LLC							Weights	Overall Score
Evaluator Number	1	2	3	4	5	6		
Qualifications, Related Experience, and References of Firm	4.00	4.50	3.50	4.00	4.50	4.00	3.00	12.25
Staffing/Project Organization	3.50	3.00	2.50	3.00	3.50	3.50	3.00	9.50
Implementation Work Plan and Technical Approach to BOS*	3.50	3.50	3.00	3.00	4.00	3.50	6.00	20.50
CSC** Operations Work Plan and Approach	3.50	4.00	3.50	4.50	3.00	3.50	4.00	14.67
Cost and Price	5.00	5.00	5.00	5.00	5.00	5.00	4.00	20.00
Overall Score	77.5	79.5	70.0	77.0	80.0	77.5		77

CONTRACT HISTORY FOR THE PAST TWO YEARS

RFP 0-2690 Back-Office System and Customer Service Center Operations for the 405 Express Lanes in Orange County

Prime and Subconsultants	Contract No.	Description	Contract Start Date	Contract End Date	Subconsultant Amount	Total Contract Amount
Cofiroute USA, LLC						
Contract Type: Contract Task Order	C-9-1177	Back-Office System and Customer Services Center Operations for the 91 Express Lanes in Orange and Riverside Counties	January 28, 2020	January 21, 2027		\$ 35,420,566 (OCTA share)
Subconsultants:						
TollPlus						
Proponisi						
Penn Credit						
SWC Group						
Elavon Bank of the West Alliance						
Chase Paymentech						
InfoSend, Inc.						
David Cyprien						
Avtex Solutions, LLC						
LA Federal Armored Service						
Kinsbury Brothers International (KBI)						
USA Waste of California , Inc. dba Enviroserv						
Iron Mountain						
Unity Courier Service						
MailFinance Inc.						
Cell Buisness Equipment/De Lage						
Landen Financial Services, Inc.						
Johnson Controls, Inc.						
American Alarm Systems						
DialogTech Inc.						
Contract Type: Contract Task Order	C-5-0300	Management and Operational Services for the 91 Express Lanes	October 24, 2005	June 30, 2021		\$ 82,552,604
Subconsultants:						
IBI Group					\$ -	
SIRIT Corporation US					\$ -	
Frank Wilson & Associates, Inc.					\$ -	

